

## **GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER**

1. The Company means Shirdi Industries Limited (hereinafter referred as Company).
2. This present General Terms and Conditions of Purchase Order (hereinafter referred as PO) are part and parcel of the specific terms and conditions as mentioned in physical Purchase Order and are in addition to that. Both should be read together.
3. The Specific terms, rates, delivery time, tax, technical requirements as mentioned in PO will apply and will be binding on the parties.
4. Supplier is requested to forward the copy of PAN/GST registration /and other registrations with Government Authorities which are necessary for rendering Supplies under this PO within 7 days date. Company shall not be liable for any lapses and stand fully indemnified.
5. The company reserves its right to cancel or modify the purchase order wholly or in part for the scope of supply at any time before its execution of PO in part or full for balance value of supply at the sole discretion of company.
6. Any change in terms and conditions of this Purchase order subsequently made prior to delivery of supply shall be deemed to be incorporated in the Purchase Order and shall be applicable to all the supplies made from and after such amendment.
7. The supply under this PO shall be independent of all transactions between the company and Supplier unless specifically agreed by the company. The terms, conditions, performances of any other Purchase orders shall not have any relationship with this Purchase Order.
8. If supply/delivery is not made within the time as mentioned in the Purchase order, the company may source the supply from elsewhere the undelivered part of supply and charge the supplier with the difference in cost of such supplies received from others if any.
9. The supplier shall be entitled for payment of accepted quality and quantity of supply only.
10. The deliveries received against this Purchase Order shall be subject to the approval of the company and if found unsuitable in part or full, shall be liable to be returned/ abandoned at the supplier's expense and risk and no payment or credit shall be admissible to supplier in such case.
11. All kind of breakage / pilferage/Loss/Cost/Damages/Fine etc. due to any reason in relation to supplies till supplies are received and confirmed as required in Purchase Order shall be recovered from the supplier only.
12. Irrespective of the fact, as to weather, the goods were insured by the company or supplier, the claims if any settled with the insurance company and received by the company later will be passed on to the supplier after deducting the cost for settlement of such claims.

13. Material should be delivered in standard packing or in the manner specifically provided in the Purchase order only.
14. Supplier warrants that all Supplies under this Purchase Order shall be fit and sufficient for the purpose intended and shall be free from all kinds of defects in material, workmanship or services relating to delivery under Purchase order.
15. Unless specifically provided, the rates in Purchase order shall include all cost including but not restricted to, loading, unloading, freight etc. relating to deliveries in Purchase order.
16. The Supplier should ensure that there is no transshipment in relation to the Supplies in Purchase order.
17. In case freight cost is payable by the company and, material is delivered by the Supplier in a manner wherein the cost of freight increases for the Company, the same shall be recoverable from the Supplier.
18. This Purchase order cannot be assigned directly or indirectly by the Supplier to any one in part or full unless specifically agreed by the company in writing. For all the activities under the Purchase order, Supplier shall be accountable and answerable.
19. Supplier alone shall liable to remove all or part deliveries if found unsuitable in part or full within the time frame informed to the supplier in absence of which, beside other cost or claims, the company will be entitled to recover the cost incurred in removing or destroying such deliveries also.
20. Rejected goods bearing the trademarks or emblems etc. of the Company would not be returned to the supplier and would be destroyed by the company to avoid misuse without any cost or expense payable to the Supplier. The decision of the Company regarding the rejection shall be final.
21. The supplier guarantees that the deliveries under the Purchase order will not infringe any Indian or Foreign patent, design, trade-mark, copy right or any other such requirements and undertakes to indemnify the company and keep the company always indemnified against any actions judgement, decrees, cost, claims, demand sand expenses resulting from any actual or alleged infringement. The supplier further undertakes at his own expenses to defend or assist in the defence of any suit or action which may be brought in this connection.
22. The supplier guarantees that the deliveries under Purchase order will not be made by either by not following or by violating any law applicable to such deliveries and undertakes to indemnify the company and keep the company always indemnified against any actions judgement, decrees, cost, claims, demand sand expenses resulting from any actual or alleged infringement. The supplier further undertakes at his own expenses to defend or assist in the defence of any suit or action which may be brought in this connection.
23. All deliveries by the supplier under the Purchase order shall conform to the samples, blue prints, drawings, designs, manufacturing data specification or information pertaining to therein furnished to the suppliers by the company.

24. The supplier shall not utilize the information, documents, design, drawing and all such data for any other purpose other than as agreed by the company in writing.
25. All sample, blue-prints, drawings, prototypes, block jigs, fixture tools or data etc. entrusted by the company to the supplier or made by the supplier against the specific orders of the company shall be the property of the company and returnable to the company on demand in good condition without any cost.
26. Any Tax liability arising out of the transaction shall be paid to respective authorities by the Supplier only unless it is mandatory that such payments have to be made by Company.
27. Supplier shall be liable to submit the evidence of GST payments if requested by the Company.
28. In GSTR2 returns filed by the Supplier, Supplies should be reflected in true and proper manner to enable the payment of GST by the company. If GST not deposited by the Supplier properly, entire Loss/GST /Cost/Interest/Penalty etc shall be recoverable from the supplier.
29. MSME Suppliers have voluntarily waived all their rights under the provisions of MSME Act 2006 as amended from time to time upon such voluntary waiver only this PO has been negotiated with such Suppliers . It is agreed by MSME suppliers that due to waiver of rights by them the terms and conditions agreed in Purchase Orders are favourable to them .
30. Place of jurisdiction for any dispute shall be place of delivery of supply.
31. Company shall be entitled to recover losses which may be incurred due to lapses/fault of Supplier.
32. That the PDC issued by the company, if any, shall deem to be as security deposit and not acceptance of any kind of liabilities of the company or signatories towards suppliers.
33. That for the purpose of recovery of dues by supplier in respect of supplies under Purchase Order, the date of acceptance of delivery shall deem to be the date of satisfactory consumption of supplies made by the Supplier with his consent unless it is not specifically agreed otherwise in respective Purchase order.
34. Any claim, dispute or difference relating to or arising out of this Purchase Order shall be of Civil nature only and referred to the arbitration, of a sole arbitrator Appointed by Shirdi Industries Limited (the company). The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The seat and venue of arbitration shall be at Place of delivery . The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.
35. Any communication by the company in relation to the Purchase order by any means including but not restricted to e-mail, fax, letter, etc. will be considered as a part of Purchase order condition and requirements.
36. All conditions of Purchase order are applicable to the Supplier in full, unless waived in part or full, specifically in writing by the Company.

37. All the documents and correspondence covering the supply of goods should indicate our Purchase Order. No. and date.
38. In case the Supplier receives L/C or advance payment or makes delivery in part or full against the Purchase order, all the terms and conditions of the purchase order, will be deemed to have been accepted by the Supplier.
39. In the event of Purchase order having been released to the Supplier, all the terms and conditions of the purchase order, will be deemed to have been accepted by the supplier unless the same or part of them have been denied in writing by the Supplier, in not exceeding 2 days from release of Purchase order.
40. Delivery Note and Bill/Invoice should be submitted by the Supplier as specified by the company failing which, the deliveries are likely to be refused and the payment may be delayed.
41. Payments made to the Supplier prior to the inspection, delivery and acceptance shall be considered as returnable advance and Purchase order will not mean in any manner acceptance of the liability for payment or any other obligation by the Company towards the Supplier in case, supplier fails to fulfil his obligation in part or full in accordance with the conditions of Purchase order.
42. If any part of work to complete the deliveries under this Purchase order involves operations at the premises of the company, then the suppliers shall take all necessary precautions to prevent any injury to person or property during the progress of such work and ensure that persons of required qualification and skill are only deployed by the Supplier. The company shall stand indemnified by the suppliers against all kind of loss which may result from any act or omission on the part of the suppliers, its agents, employees or sub-contractors and the suppliers shall be deemed to have provided indemnity in favour of the company.
43. Any permission to the representative of the Supplier for entering the plant shall be exclusively decided by the company.
44. For supply of capital goods or services, the supplier will be under obligation of performance guarantee for minimum period as specified in the Purchase order or Contract and in the manner agreed by the Company.
45. The invoice should be made on the delivery address mentioned on Purchase order and a copy should be mailed or faxed to Company's Registered office at corporate@asisindia.com or fax no 0091-22-24372200.
46. Any excess material other than ordered quantity without prior approval will be liable for rejection.
47. Amount of all taxes, duties, cess and levies etc, should be properly disclosed in the invoice for availing Credit, in the absence of which deduction will be made for such amounts for which credit could not be claimed or denied.
48. Test Certificate and pre-delivery Inspection report should be enclosed with delivery documents where ever applicable.
49. Visiting hours for the place of delivery are 2.00 p.m. to 4.00 p.m. and on public holidays no visitor will be allowed.

50. In case Purchase order contains any condition, which is in line with general terms and condition, mentioned herein, such specific condition will prevail over general conditions.

For Shirdi Industries Limited

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**Authorised Signatory**