

## TERMS & CONDITIONS OF SUPPLY

### GENERAL TERMS & CONDITIONS:

1. THIS PURCHASE ORDER IS VALID ONLY FOR CURRENT FINANCIAL YEAR OR AS PER SPECIFIED VALIDITY.
2. Supplier should quote in all correspondence The Company's Purchase Order No. with date & the item code No. also the material involved should be mentioned in all Challans, Bills & Other Documents related to the supply. The authorized copy of Purchase Order will be treated as valid.
3. Supplier must ensure and guarantee that all the items supplied by you against this Purchase order are strictly according to our specifications, drawing and samples approved by us. We reserve the right at any time to make changes in drawings and specifications as to material and /of work covered by this order and in such event if increase in the production cost is caused the price set there under shall equitable adjusted.
4. All items manufactured/supplied by you, according to our drawings Manufacturing data/Specifications or informations pertaining thereto received by you from us or from any other sources shall not be utilized by you or any one on your behalf for the purpose of sale, Manufacturing or any other purpose whatsoever, save as therein provided for, to or by any third party.
5. All supplies, will be subject to preliminary inspection and eventually rejected items shall be replaced free of cost by you within 30 days. Materials subsequently found defective shall also be replaced free of cost by you within 30 days.
6. Payment for material on this Order prior to inspection shall not constituted an acceptance there of.
7. All rejected material will be stored by us at your risk for a period of 15 days from the date of such information to you and you shall arrange for their disposal at your cost. If the rejected material is not collected by you within the aforesaid times. We shall be entitled to dispose if or and remit the proceeds thereof to you, after retaining actual disposal cost incurred by us, or at discretion return the rejected material to you at your cost.
8. Except otherwise agreed in writing your price is a fixed price inclusive of prices for all raw material manufacturing cost and freight etc. or as per the PO terms, and is not variable for this order.
9. In the event of any breach of these terms and conditions on your part you have agreed to compensate us.
10. It is agreed that all disputes arising in respect of this order shall be subject to jurisdiction of Courts in Aurangabad.
11. Non-Acceptance of this order shall be conveyed to us within ten days of its receipt by you, failing which unconditional acceptance there of has been agreed by you to be conclusive.
12. Time of delivery is the essence of this Order and we reserve the right to cancel this order for unsatisfactory performance of this order without liability or waiver of any other remedies if deliveries are not effected as specified herein or according to written delivery schedules furnished by us..
13. Two copies of all technical literature, spares parts catalogues, reproducible drawing/data on foundations, erection, maintenance lubrication, Electrical and extra equipment must be made available immediately on receipt of order.
14. All electrical equipment must have tropical insulation and must be suitable for operation on 400/440Volts, 50 Cycles A.C. Supply system for three phase equipments & 230 Volts 50 Cycles A.C. Supply systems for single phase equipments unless otherwise specified.
15. Concerning special toolings equipment's covered by this order, please note, you will send us the drawings layouts of toolings for approval; Only after our approval of drawings/ Layouts you will go ahead with the manufacture, erection commissioning of the toolings equipment's. Along with the equipment's, you shall supply reproducible drawings of special toolings including that of cutting toolings.
16. Immediately on dispatch of materials, kindly inform of the dispatch particulars i.e. Air/Railway /Lorry receipt number and date of dispatch Name of transporter and total value of the consignment to enable us to arrange insurance cover.
17. Your personal while working in our plants will take suitable precautions and abide by regulations to avoid fire hazards and any other hazardous activity which will endanger the safety of any personnel, They will abide the safety regulations in force at our plants.
18. The warranty return received back from our customer due to manufacturing defect at your end will be returned back to you on the cost basis.
19. You will make available the services of your servicing department within a reasonable time for installation, commissioning and serving of the equipment's and shall replace any defective part at mutually agreed rate.
20. You shall deliver the goods as per schedule stipulated herein as given from time to time.
21. Goods must be delivered to us duly packed and protected against transit damage and corrosion.
22. Name of your bank and branch there of should be informed us at the time of dispatch of material..
23. You will have to ensure that Material Test Report and Inspection Report (PDI) is provided with each lot of supplies.
24. Supply against this Purchase order will be considered as acceptance of all the terms and conditions.
25. Supplier must meet the requirement of ISO/IS-16949 Quality Management System standards and also meet and follow the requirement of EOHS standards according to Endurance guidelines.
26. This Purchase order is also governed by additional terms and conditions as per our Purchase Agreement for suppliers.

### FOR SUBCONTRACTOR (ADDITIONAL TERMS)

- 1) **GAUGES** : Gauges supplied by us for which maintenance & calibration of gauges will be your responsibility. You are also supposed to keep the NABL Traceability for calibration of gauges.
- 2) **INSPECTION** : a) You will have to inspect the components at your end as per drawing and as per our quality standards & specifications. You will also take care of calibration of the inspection instruments available with you and maintain the records of the same.  
b) You should have necessary process control measures to ensure the components quality.  
c) Quality audit will be carried out at your end by our personnel as desired by us.  
d) You will have to send your following inspection reports with every consignment :
  - i) Dimensional inspection.
  - ii) Visual Inspection.
- 3) **MACHINING** : You will supply components in machined condition as per the latest drawing along with Pre dispatch inspection reports
- 4) **REJECTION**: The cost of raw material & Labour will be debited to your account of rejection more than 2% in machining defect. This accounting will be on yearly basis. For other processes and special processes, the terms agreed upon separately shall govern.
- 5) **DELIVERY** : As per the requirement /schedule given.
- 6) **TRANSPORT** : Required R.M./ Components will be supplied by us at our cost. Finished Components will be supplied by you at your cost. Freight charges for rejected items will be on your account.
- 7) **PACKING** : You have to ensure appropriate packing to avoid transit damage.
- 8) **STORAGE/CLEANING** : You should store components in proper way to prevent damages and deterioration and also before making dispatch the components should be properly cleaned.
- 9) **HANDLING** : You should take proper care of components in process to prevent damages, dents and components should be free from dirt, dust etc.
- 10) **RECONCILIATION** : If you are working as job worker with our material :
  - I) You should return the scrap to us.
  - II) You have to reconcile the material on quarterly basis as per the stock statement every month and any shortfall will be debited to your account.
  - III) The taxes applicable will be deducted at source
- 11) **OTHERS** : a) Income tax will be deducted as per the income tax rules.  
b) Purchase Order No. Item Code No. item Description, item Modification No. Vendor Code No. 57F(4) No. must be mentioned on all your Challan and invoice.
- 12) For what herein not expressed please make reference to the above mentioned Terms and Conditions. of Supply.

### FOR CAPITAL GOODS :

1. In case of Purchase Order for supplies of capital goods items such as machinery etc. the Supplier shall furnish to the company necessary Bank Guarantee / personal guarantee, post dated cheque and other documents against advance to be given by the company to the Supplier as per the company's policy.
2. You will guarantee the materials/Equipment supplied by you against defective material and faulty workmanship for period of eighteen months from the date of dispatch to us or twelve months from the date on commissioning of the equipment's on production basis to our entire satisfaction at our plant. The defective parts will be replaced and assembled on the equipment at our plant by you free of cost. The guarantee for such replaced parts shall not be less than 12 months from the date of re-commissioning.

### FOR IMPORTS

All imports supplies will be governed by a Separate Purchase Order Annexure and Contracts established with the suppliers.