

A-8,Phase II, SIPCOT Industrial Park,
Kunnavakkam Village, Cheyyar Taluk,
Thiruvannamalai,
Tamil Nadu. Pin Code 631701
PHONE: +91 44 71378100
EMAIL: info@schwingstetterindia.com



SCHWING Stetter (India) Pvt Ltd

Schwing Stetter (India) PVT Ltd,

Company
M.S.AUTOMATION
Cheyyar
531, Cheyyar Kanchipuram Road
Cholavaram (V) Vembakkam Taluk
Tiruvannamalai Tamil Nadu PIN Code 604407
GST NO - 33BKEPM3599K1ZP

Please deliver to:

SCHWING Stetter (India) Pvt Ltd
A-8, Phase II, SIPCOT Industrial Park,
Kunnavakkam Village, Cheyyar Taluk,
631701 Tamil Nadu-Thiruvannamalai,

Purchase order

PO number/date / Suppliers number
82004017_I87 / 13.04.2022 / 82004472

Contact person / Telephone
Suji Ramesh - C / 044-71378358

Mail
suji.r@schwingstetterindia.com

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Our purchase order / Scheduling agreement number, suppliers number, material number and item number must appear on all order confirmations, packages, packaging slips, bills of lading, invoices and correspondence. Please confirm this order.

Delivery condition : Costs, insurance & freight SSIPL, Cheyyar
Terms of payment : Payment terms as indicated below

Payment Terms:-

50% advance along with purchase order.
Balance after completion of supply and submission of certified invoice.

Scope:-

Supply of Flow Meters & UPVC Fittings for monitoring water consumption at various buildings of our new green field manufacturing plant at A-8, SIPCOT Industrial Complex, Phase II, Cheyyar, Thiruvannamalai District, Tamil Nadu as per your Offer No.21-22/MSAM/069 dated 17.03.2022 and our Internal Email Approval dated 11.04.2022.

PO No.84106926 dated 13.04.2022 for Installation of Flow Meters & UPVC Fittings issued by us on M/s M.S Automation is to be considered as a part of this order.

Price:-

The total consideration for the Supply of Flow Meters & UPVC Fittings will be Rs.1,58,337/- (Rupees one lakh fifty eight thousand three hundred and thirty seven only), delivered at Cheyyar site, exclusive of GST.

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Packing & Forwarding:-

Included in price.

Taxes:-

GST Extra as applicable on the date of supply.

Insurance:-

Insurance cover till the successful installation of the system will be in your scope.

Freight:-

Extra, at actuals.

Unloading at site:-

Unloading at site, in-plant material transfer and storage security facility at site is included in your scope.

Delivery & Commissioning:-

Delivery at M/s SSIPL, Cheyyar site on or before 30.04.2022.

Warranty:-

12 months considered from the date of supply, only for the Flow Meters.

Essence of Completion:-

Any item, which is missed out in the scope described in your final proposal or / and defined in this Purchase Order / Billing Schedule but which are essential for the completion of the project, are deemed to be included in the scope for the purpose of defining completion.

Liquidated Damages:-

Liquidated damages is leviable at 1% of the contract value for every week or part thereof, for delay beyond the dates mentioned in the schedule of delivery, subject to a ceiling of 5%, of the contract value.

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We reserve the right to cancel the order beyond delay in delivery of over 5 (five) weeks, after mutual discussions.

Other Terms & Conditions:-

1. Any deviation from drawing due to site condition should have the written approval of our engineer prior to execution.
2. Your employees should follow our safety & security norms during execution of work.
3. Your employees should not damage any of our belongings during execution of work. The respective amount will be deducted in your bill for any such damages.
4. You should execute the work as per our approved drawings and specification. Rework / rectification will be done at your cost if any deviation is found at a later date.
5. Pipe scaffolding to be used for work undertaken at heights. Alternatively Boom Lift or Scissor Lift is to be used.
6. The entire project site and surrounding area should be kept neat and clean during execution of work.
7. Work should be executed in the presence of qualified engineers deputed by you.
8. Your employee working at our site should be covered under workmen compensation/group insurance/ESIC.
9. The work shall be completed as directed by SSIPL In-charge / nominated person.
10. Waste generation during work should be disposed by you.
11. The following Communication Protocol to be followed:
 - a) Mails to be addressed to Mr. S. Murthi / Mr. S. Sridhar at cheyyar.project@schwingstetterindia.com
12. Final Payment will be released upon receipt of 'No Due' certificate from your sub vendor working at our project site (if applicable) and 'No Objection Certificate' from our project team.
13. All local COVID Guidelines to be followed.

ANTI-BRIBERY & ANTI-CORRUPTION COMMITMENTS:-

Both Parties represent, warrant and undertake that they are familiar with applicable Anti-Corruption Laws under this Agreement including but not limited to Prevention of Corruption Act 1988 and will ensure that neither they nor any of their officer, director, shareholder, employee and agent or any other person acting under their implied or express authority will engage in any activity, practice or conduct which would constitute an offence under, or expose or potentially expose either Party to any direct or indirect liability, under Applicable Anti-Corruption Laws;

You have been duly intimated of SCHWING#S#s Global anti-corruption policies ("SCHWING#S Anti-Corruption Policies") and both the Parties shall comply with the same at all times during the term of this Agreement;

You have been duly intimated that the Lessee prohibits companies and their employees worldwide from any form of bribing any official (including facilitation payments, etc.) to obtain or retain business, provide business or otherwise. It is further stated that the Lessee does not give or receive improper payments, facilitation payments to / from any organization or person or official and does not do so during the course of providing / receiving services to / from their Clients / business associates.

It is further agreed that breach of any of the above undertaking shall be deemed to be a material breach of the Agreement and in case the Lessee is insisted upon or asserted by any of the Lessor#s representatives to violate any of the above said undertaking including SCHWING#S Anti-Corruption Policies in any form or manner, on pretext of business relationship or otherwise, the Lessee shall have a discretionary right to terminate this Agreement without



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any liability or obligation on part of the Lessee.

Such termination of this Agreement shall not in any way prejudice the rights and obligations (including payment for the services delivered under this Agreement) already accrued to the Lessee prior to such termination.

| Item | Material-No. | Quantity | Unit | Price per Unit | NetValue [INR] | Delivery date |
|------|--|----------|------|--------------------|-------------------|-------------------|
| 0010 | | 1.000 | SET | 158,337.00 / 1 SET | 158,337.00 | 30.04.2022 |
| | Supply - Flow Meter & UPVC Fittings -- HSN Code - 90261010 | | | | | |
| | IN: Central GST - ND | | | 9.00 % | 14,250.33 | |
| | IN: State GST # ND | | | 9.00 % | 14,250.33 | |
| | Sub Total | | | | 158,337.00 | |
| | Central GST | | | | 14,250.33 | |
| | State GST | | | | 14,250.33 | |
| | Total net item value with tax INR | | | | 186,837.66 | |

This order is legal without signature.

For SCHWING Stetter (India) Pvt Ltd

BALAJI R

KRISHNAN R IYER



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The Return consignment of this order as confirmation

to fax number:

vendor-order-number : _____

Date of acknowledgment : _____

Day of delivery : _____

The acceptance of this confirmation to the condition of SCHWING India
is now approved.

(signature)

For SCHWING Stetter (India) Pvt Ltd

Authorised Signatory

This is a system generated order and is valid without signature .

TERMS & CONDITIONS

- * The order should be executed only if the business partner agrees to the entire terms and conditions given herein. Business Partner has to inform Buyer if any portion of the order is not acceptable to them within 3 working days on receipt, otherwise it shall be deemed to have been accepted without any deviation.
- * The buyer reserves the right to amend the technical terms or commercial & supply terms. Or cancel this order in whole or in part subject to the notice Period agreed earlier or with immediate effect if the PO conditions are not met without cause and due to default of the supplier.
- * Delivery Schedule will be given monthly for a specified period, for the balance order quantity.
- * Supply should be made only as per the schedule list intimated to supplier from time to time. Date indicated in the schedule shall be the expected date of receipt at the buyer's site.
- Commercial invoice - 4 copies, Delivery challan, E-way Bill, packing list, Inspection report, Test Certificate, LR, Warranty Certificate, Weight slip as required should accompany with the supply without fail.
- * In case any or all of the above could not be sent along with the material supply, it should be sent by registered post addressed to the buyer. The credit period, if any, for payment shall commence from the date of receipt of material or receipt of all relevant 100% error free set of documents as indicated above, whichever is later.
- * Supplier shall clearly differentiate between Purchase Order for manufacturing facilities (Plots F-71 / F72 / D6 / G12 / F75 & F60) and supply accordingly. Documents are to be raised accordingly and should not be combined. Separate Invoice / LR / DC is a must for each location.
- * Materials will not be in-warded without the valid documents. The documents shall contain relevant PO no. or Scheduling Agreement No. and part no. for the materials supplied. Documents will be declared invalid if they are submitted without the above references. Separate invoice for each DC is to be made.
- * For labour items, reconciliation statements to be submitted by end of every month to the concerned Buyer & Stores team.
- * Proper care should be taken while packing, to ensure that the materials are delivered at the buyer's stores in good condition. In case of transit damage, fresh materials should be supplied immediately without waiting for rework & insurance claim.
- * All material should be identified with buyer's part no. unless agreed otherwise.
- * The buyer will not be responsible for any supply made without receipt of a valid purchase order (hard copy, fax, scanned copy duly signed by at-least one authorized signatory, Authorized Purchase order from SAP)
- * The materials shall be in-warded in the stores until 3.30 PM on all working days. It is suggested that supplies are made in separate vehicles for different plants as far as possible. Heavy materials has to be received before 11 AM to unload on the same day. In case the material is to be lifted from our factory by the same vehicle for labour jobs, after supply is effected, it should be received at the relevant plant by 11 AM.
- * Supplier should ensure proper loading of materials in vehicle to facilitate safe unloading at SSIPL. Material will not be unloaded if this is not followed.
- * Copy of the DC duly acknowledged by stores representative, evidencing receipt of materials, shall be obtained upon delivery. This shall be an evidence for any claim to be made by the supplier, in case of dispute regarding receipt at stores. Job work supplier shall deliver all scrap materials before or with the last supply of the lot pertaining to the relevant challans.
- * All materials supplied by SSIPL on returnable basis should be returned back to SSIPL within 90 days of receipt by you from SSIPL. Failing which SSIPL reserves the right to debit the Supplier the loss incurred on account of Material / GST Cost.
- * Applicable TDS amount shall be debited for wherever it's applicable during release of Payments.
- * It is implied that the buyer is neither expected nor equipped to carry out 100% inspection of the materials supplied. Defective pieces identified at any stage even after inward inspection will be considered as supplier's quality defect and returned. The replacement for such materials should be effected immediately to avoid production delay. Items rejected will be informed to the supplier by issuing a formal rejection note generated from the system and the supplier shall take delivery of the rejected items within 15 days from the date of issue of rejection note, failing which the item will be sent back to the supplier on "TO PAY" basis or sold off and the proceeds shall be forfeited without any further notice to the supplier.
- * In case of rejection in labour orders the material will not be returned to the job work supplier. On receipt of information about rejection, the job work supplier is required to come and verify the components at buyer's site. The material cost will be debited to the job work supplier.
- * Warranty replacement is to be delivered & equipment is to be put back in service immediately within the time limit as agreed mutually.
- * During execution of any service work /Erection & Commissioning & rework of supplied goods at our factory premises or at any other places as instructed by us, the supplier shall ensure proper safety measures are taken care of. SSIPL shall not be held responsible for any mishaps due to negligence of safety factors by the supplier. Supplier shall ensure that the persons deputed for such works shall be covered with ESI & insurance.
- * Supplier has to ensure renewal of all Legal Compliance Documents pertaining to Local Approval Authorities like Panchayat, Municipality or Corporation, MSME, Partnership deeds, TNPCB, Fire Department, Registration with Inspector of Factories, ESI, PF, etc., whichever is applicable for their continuous operations. Relevant copies to be shared on demand of SSIPL.
- * Vehicle arriving for delivery of materials at SSIPL should accompany all RTO related documents like Licence of Driver, Vehicle's Certificate of Registration, Vehicle Fitness Certificate, Road Permit (If applicable), and Pollution Certificate. Vehicle will not be allowed inside our premises if they fail to exhibit these documents. Non-commercial vehicle & Non Goods Carrying vehicle should not be utilized for material delivery to SSIPL.
- * All packing materials used should be in line with Tamilnadu Government GO (REF. No. - G.O (Ms) No. 84 dated 25th Jun, 2018). Packing material used should not contain "THROW AWAY PLASTIC / PLASTIC SHEETS / CARRY BAGS / COMPOSTABLE PLASTICS"
- * SSIPL is emphasising on Safety & Environmental aspects, SSIPL wants its suppliers to have a Safe & Healthy Working Environment. Supplier should ensure proper safety regulations are followed and PPE's are used by them while manufacturing. Failing to adhere this requirement and incidents / accident occurring on this accounts would be considered as safety violation. SSIPL will not be responsible for any of these violations.
- *Supplier has to update SSIPL with MSDS if any Hazardous materials becomes a part of material getting supplied to SSIPL in any form.
- * All the suppliers who supply components as per SSIPL drawing & special specifications will have to execute a confidentiality agreement. Those parts manufactured by supplier as per SSIPL drawing specification / samples should be sold only to SSIPL. Default by supplier in respect of statutory & contractual compliances under any applicable statute or other contracts with any third party respectively, will be wholly the supplier's responsibility.
- * All disputes arising in connection with this contract shall be subject to the jurisdiction of the High Court of Judicature at Chennai.
- *SCHWING Stetter (India) Pvt. Ltd. shall not be liable or responsible for any delay or failure which is directly or indirectly caused by acts of civil or military authority, national emergencies, insurrection, war, terrorism, threat of terrorism, nuclear radiation, public utility failure, fires, floods, storms, earthquake, pandemic, epidemic, quarantine restriction, labour disputes, acts of God or other matters not within its control, provided it is not able to perform on account of any such event or circumstance. SCHWING Stetter (India) Pvt. Ltd. shall not be deemed to be in breach of this Agreement /Contract, in the event of failure or delay in performing any obligation due wholly or in part to an event of Force Majeure".
- *In case of Scheduling agreements, the total quantities for the year mentioned in the agreement are indicative numbers on the business projections and are subjected to variations depending on the market situations. SSIPL is not accountable on the variations on the total yearly numbers given to you in the Scheduling agreement. You are requested to plan materials based on the schedule quantities sent every month for the following three months. You are also requested to maintain stock of Minimum 15 days of the average of 3 month quantities in your schedule which will also ensure business spikes are taken care.