

## PURCHASE ORDER

|                     |   |                         |                          |
|---------------------|---|-------------------------|--------------------------|
| Supplier Code :     | 701407  | Purchase Order Number : | GIL/1008/ZSPT/5100012537 |
| Supplier Name /:    | MARKS ENGINEERING (P) LTD   | Purchase Order Date :   | 17.10.2017               |
| Address :           | A 1 222 A HASTSAL ROAD,<br>UTTAM NAGAR<br>New Delhi - 110059<br>011-25356586/ | Transaction Type :      | Domestic                 |
| Contact Person :    | Mr.Arvind Pandey  | Nature of Transaction:  | Inter-State Purchase     |
| Supplier Qtn. Ref.  |   | PO Revision Number :    | 0                        |
| Supplier Qtn Date : |   | PO Revision Date :      | 17.10.2017               |
| Buyer Name :        | Plant-Tooling Dept  | PO Validity Date :      | 17.10.2017 TO 30.12.2017 |
|                     |   | Buyer E-mail Id :       |                          |

Please Supply the goods as mentioned below subject to terms and conditions mentioned in the purchase order.

| Sr. No. | Part No/ R&D Drg.No/Asset No/ Cost Center | Part Description/ HSN/SAC Code/ Nature of Processing | Order Unit | Quantity | Prev PO Rate/ Rate Per Unit INR | New PO Rate/ Rate per Unit INR | Discount Per Unit | IGST Rate (%)<br>CGST Rate (%)<br>SGST Rate (%)<br>UGST Rate (%)/<br>Cess Rate (%) | Tax (Amt) INR | Total Amount(incl. tax) INR |
|---------|---|--|------------|----------|---------------------------------|--------------------------------|-------------------|--|---------------|-----------------------------|
| 1       | 8TLZ0375                                  | MARKING LOGO ( F )<br>87088000                       | NOS        | 5.000    |                                 | 2950.00 / 1                    | 0.00              | IGST 18.00%  | 2655.00       | 17,405.00                   |

For GABRIEL India Ltd

DWSMATLS

Prepared by

Dept.Head

Finance Head

Authorised Signatory



## TERMS & CONDITIONS

1. The confirmation of this order shall be in writing which shall constitute a contract. The confirmation shall be communicated within 7 days of receipt of this order. If this purchase order is not accepted within 7 days from the date of receipt by the Supplier or delivery of any quantity of goods by the Supplier, the purchaser (the Company) will constitute fully acceptance of this terms and condition by Supplier. However the Company shall be at liberty to cancel the same without incurring any liability whatsoever.
2. Details of Purchase order (PO) should be quoted on all correspondence, advices, challans, invoices etc. relating to the PO, as otherwise material will not be accepted.
  - 2.1. Vendor shall be responsible to verify the correctness of HSN // SAC code mentioned in the Purchase Order and relevant applicable GST tax rate.
3. The company declines all responsibility of payment where proof of delivery effected cannot be give satisfactory.
  - 3.1. GST amount will be paid to the Supplier / Vendor only once the said amount is reflected as credit in the GSTR-2A and the Supplier / Vendor has made payment of taxes to the Government Exchequer.
4. The delivery of goods by the Supplier of the Company will not constitute acceptance by the company of the said goods. Only after inspection and satisfaction test by the Company, acceptance of the goods will be completed and communicated to the supplier and till such time the goods shall remain with the Company on Supplier's Accounts on approval basis only.
5. All goods accepted are subject to final approval of the Company's works inspection regarding quality, quantity and specifications. The Company reserves the right to reject, if further defects are noticed while assembling or processing, even if in the first instance the goods have been accepted by the Company and are paid for. Company's decision about such rejection of whatever time made shall be final and binding upon the Supplier and Supplier shall not object to it any manner whatsoever. All packing, Octroi, freight and holding cost or any other costs of such rejected material will be borne by the Supplier.
6. The Supplier shall pick up the rejected material within 7 days' time from the date of receipt of Company's report of rejection of the place of supply specified by the Company. Otherwise material rejected would be brought in open market on Supplier's account and the amount will be deducted from the bill or debited to Supplier's account.
7. Goods supplied must be according to the sample previously approved by the Company. The Company shall be entitled to reject the goods which in their opinion are not according to the sample. If the goods are not approved by the Company for any reason whatsoever the Company shall not be liable to pay any sum on account of such rejected goods.
8. The Company reserves the right to cancel or amend thiny thereof for the following reasons - a) Irregularities in supply b) Rejections c) Escalation in Price d) Not required by the company, without assigning any reason and without in any manner incurring any liability. Company's decision shall be final in disputes arising out of Purchase Order. Money due to the Company either as damages or under any other orders may be adjusted when settling payment against this order.
  - 8.1. Supplier shall indemnify defenced and hold harmless. Purchaser and Purchaser's affiliated corporation and their officers, directors, employees and agents against and inspect to any and all claims, demands losses, costs delicious, including interest, penalties and reasonable anorneys less arising as result of or in connection with any breach of Supplier of, or failure, to perform any of its representations, warranties undertaking or other obligations under this agreement. Any claim, suit injunction or other relief arising out of any claim that the Goods or any process, technique, or means of manufacture adopted by Supplier with respect to the Goods infringes or violates any industrial Property Right. Such indemnification shall survive the expiration or termination of this agreement.
  - 8.2. If the compliance rating prescribed under the GST Act of the Supplier / Vendor falls below the limit as communicated from time to time for any reason whatsoever, the PO shall be liable to be terminated with immediate effect and Supplier / Vendor shall be liable to pay such damages as may be reasonably estimated by the Company.
9. The Company assumes no obligation to goods delivered in excess of those specifically ordered. Purchase Order Number should be stated on the challan as otherwise material will not be accepted.
10. All the material of this order should be supplied within the time specified therein.
11. The invoice must be submitted in duplicate to the Company at Plant location. Purchase Order No., date and supplier's delivery note no. must appear on all the invoices.
  - 11.1. The invoice must bear the GSTIN of the recipient location of the Company in order to facilitate the respective registration of the Company to claim credit. Supplier to provide GST complaint invoice containing all the particulars as per GST legislation and Rules. In absence of the same the Company shall not be liable to make any payment against such invoice.
12. If this order is not executed within the specified period, it will be treated as cancelled and the material will be bought in open market and the supplier will be liable to make good the loss or damage or expenses suffered.
  - 12.1. In case there is any loss of credit / additional liability and/or interest etc. arising due to non-compliance by the supplier under GST, the same shall be reimbursed by the supplier to the company.
  - 12.2. In the event that the input tax credit of the GST charged by the tax authorities to the Company due to deficiency in documents/ Compliance of the Supplier / Vendor, the Company shall be entitled to recover such amount from the supplier / Vendor by way of adjustment from subsequent payments. In addition to the amount of GST, the Company shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities of the Company.
  - 12.3. Any taxes, as applicable, may be leived by the company on any penal payments/ other charges recovered by it.
13. The Company is not responsible for any order placed by unauthorized persons.
14. The designs, drawing and samples and any other technical information given by the Company for fabrication of goods ordered should not be utilized for manufacturing same or similar goods for any party other than the Company, should be returned to the company on demand, and,
  - 14.1. Without the prior written consent of the Company, Supplier shall not disclose any commercial, technical or other information furnished by the company pursuant to this agreement.
  - 14.2. Without the prior written consent of the Company, Supplier shall not use or cause to be used the information furnished by the Company under this agreement for any purpose other than for the purpose of this agreement.
  - 14.3. The restrictions provided for in subsections 14.1 and 14.2 shall survive the expiration or termination of this agreement. Without Company's prior written consent, Supplier shall not advertise or publish in any manner that supplier has been furnishing Goods to Company. Company reserves rights to recover damages, cost or other incidental charges, if found that Supplier is directly or indirectly violated this clause.
15. The goods manufactured by the supplier from the data/drawing/designs furnished by the Company must not be sold or divulged to any other party. If the Supplier manufactures excess quantity than the order placed with him, he shall reserve the same for ultimate's sale to the Company on its demand. On no account the supplier will sell the goods to any other party except with the written consent of the Company. The same condition applies to the supplies rejected by the company at various stages.
16. Any Modifications of these conditions must be in writing.
17. The supplier may be required to enter into a separate agreement on a stamp paper / letter head, as per the proforma given by the Company. The terms and conditions agreed in the separate agreement shall override these general terms and conditions to the extent of conflict only.
18. The price, terms and conditions mentioned on the order will be taken as firm and cannot be changed till the obligations under this contract are duly fulfilled.
19. All payments due under this PO are subject to deductions of taxes at source (as applicable) at the rates prevailing at the time of payment.
  - 19.1. Advance paid, if any, will be inclusive of any GST levy.
20. Packing, forwarding, carriage and freight charges will be borne by the supplier unless otherwise stipulated in the Purchase Order.
21. All Bank charges etc. if any shall be borne by the supplier, if payment is required through Bank.
22. Trademarks of which the Company is either registered proprietor, user shall if so approved by the Company be used only on the goods to be supplied to the company in the manner provided. Their use color full or otherwise in any manner in relation to the products of the supplier not for use by the Company.
  - 22.1. Otherwise agreed between the parties here to all tool, equipment, Dies jigs, specifications and other material (Except suppliers are defined below) of every description finished by Purchaser to Supplier or paid for the Company and shall be precisely marked and / or otherwise clearly identified by Suppliers property of "Gabriel India Limited" such property shall be stored separate and apart from supplier's own property and except only reasonable wear and use. Such property in the possession of the Supplier shall be kept at Supplier's risk and Supplier shall be responsible for all maintenance thereof. At Comapny's request such property shall be insured of Supplier' costs in amount acceptable to Company with loss payable to Company. Such property shall be used for the purpose of or in connection with this agreement. Such property shall be subject to Company's inspection of any time during business hours, Purchaser's immediate possession on demand and Purchaser's total control. Such property shall be returned to Company upon expiration or termination of the agreement.

Please refer Terms & Conditions on NEXT Page also.

23. If Supplier makes inventions, devices or designs based on the specifications, drawings, test data and other information furnished by the Company, Supplier shall promptly disclose them in writing to Company, and Supplier and Company shall negotiate in good faith to determine the use and disposition of such inventions, devices or designs.
  - 23.1. If any industrial property right or any invention, device or design under application for an Industrial property right is embodied in the Goods which will be manufactured by Supplier and delivered to Company, Supplier shall notify Company thereof in advance.
24. Unless otherwise specifically stated in this agreement, neither Supplier nor Company shall be responsible for any delay or default in the performance of its obligations under this agreement due to contingencies beyond its control such as natural disaster, war insurrection, epidemic not, revolution, commotion or government restriction. If either party here to is prevented by such course or causes from performing its obligations under this agreement such party shall promptly notify the other party to that effect.
  - 24.1. In the event that such cause have continued to exist for three (3) months or more, the non-defaulting party may, at its option, suspend or terminate the agreement by giving notice to that effect in writing to the other party in an appropriate manner.
25. All notices, reports, requests, demands and other communication under this agreement or in connection herewith shall be written in the English language and shall be sent personally or by registered mail or e mail to the respective parties. All notices, reports, request, demands and other communications shall be deemed to have to be given at the time when actually handed over or when deposited in the post, as the case may be. The Courts at Pune, India shall have exclusive Jurisdiction in all matters pertains to this agreement.
26. Anand Code of conduct is available on the Anand Website: [www.anandgroupindia.com](http://www.anandgroupindia.com). Supplier are expected to report any incident of violation of Anand Code of Conduct by Anand Employee. Supplier can also Email such concerns to [anandgroup@ethicshelpline.in](mailto:anandgroup@ethicshelpline.in).

