



PERFETTI VAN MELLE INDIA PVT. LTD.

CIN: U51909HR1992PTC036116

Corporate Office: Global Business Park, Tower-'A', 1st Floor,
Mehrauli-Gurgaon Road, Gurgaon 122002 Haryana (India)

Tel: +91 124 6726371/73 **Fax:** +91 124 2803212

Regd. Office: 47th Milestone, Delhi-Jaipur Highway,
Manesar, Gurgaon-122050 (Haryana)

Tel: +91 124 6730452/53 **Fax:** +91 124 6730473

Email: consumercare@in.pvmgrp.com **Website:**
www.perfettivanmelle.in

PO Details	Vendor Details	Deliver To
PO Number: 2500106732 PO Date: 14/07/20 PO Currency: INR Vendor Code: 821966 Incoterms: DDP rudrapur Payment Terms: Within 30 days Due net	M/S CUMMINS SALES & SERVICE PVT. LT Plot No. 24, sidhu palace avas-vikas, NEAR AXIS BANK NAINITAL R RUDRAPUR-263149 State Code: 05 UTTARAKHAND India GSTIN: 05AAECC6820H1ZW PAN: AAECC6820H	PERFETTI VAN MELLE INDIA PVT. LTD. PLOT NO. 14-B, SECTOR 9, UDHAM SINGH NAGAR, 263153 State Code: 05 UTTARAKHAND GSTIN Number: 05AAACP2626A1Z5 PAN Number: AAACP2626A

Item	Material Code	HSN/SAC - Description	Qty	UoM	Amount
1	717683	8421 - Lube Oil Filter For D. G-VTA-28G5, MODLE			
		Quantity	12.000	NOS	5,578.44
		Basic Price	464.87	INR	
		CGST: 9.00%			502.06
		Net Payable amount			502.06
		Delivery Date: 30/07/20			6,582.56
2	726518	2710 - Primium blue Lub oil 15 w 40 CH-4			
		Quantity	420	L	79,800.00
		Basic Price	190.00	INR	
		CGST: 9.00%			7182.00
		Net Payable amount			7182.00
		Delivery Date: 30/07/20			94,164.00
		Sub Total			85,378.44
		CGST			7,684.06
		SGST			7,684.06
		Insurance (value)			0.00
		Handling Cost(value)			0.00
		Discount			0.00
		Total Net Value			100,746.56

INR ONE HUNDRED THOUSAND SEVEN HUNDRED FORTY-SIX AND 56/100 ONLY

PR-2020-1634

1. **APPLICABILITY:** This Purchase Order is placed subject to these Terms and Conditions.

2. **DEFINITIONS:** In these Terms and Conditions, unless the context otherwise requires, "consignment" shall mean any consignment containing goods in the quantity mentioned in the Purchase Order, or any smaller quantity,

Provided that PVMI shall not regard as a consignment any delivery effected after the Purchase Order stands satisfied; "delivery schedule" shall mean the schedule of delivery detailed on the Purchase Order;



"goods" shall mean any goods, the supply of which is sought by the Purchase Order; all references to "PVMI" shall be understood to be references to Perfetti Van Melle India Private Limited; the "price" of a consignment shall be the sum of the following components only:

- I. the sum of the value of goods in the consignment, the value of each unit being equal to its basic price as stated on the Purchase Order;
- II. packaging and handling expenses paid on the consignment;
- III. freight charges and the cost of insurance upto the point that PVMI takes delivery of the goods; and
- IV. All taxes, including excise, sales taxes, entry tax/octroi, attracted at any time before PVMI takes delivery of the consignment;

"Purchase Order" shall mean this Purchase Order;

"Seller" shall mean the addressee of the Purchase Order.

3. REJECTION OF PURCHASE ORDER:

Once the Purchase Order is placed with the Seller, the same shall be deemed to have been accepted unless PVMI receives, within 24 hours of the Purchase Order being placed, an email from the Seller rejecting the Purchase Order.

4. TIMELY DELIVERY:

4.1 If the Seller accepts the Purchase Order, and unless PVMI has already withdrawn it, the Seller shall be duty-bound to deliver all consignments corresponding to the Purchase Order, strictly according to the delivery schedule, at whichever of the following addresses is intimated by PVMI to the Seller as the place of delivery:

PVMI Uttaranchal Unit Address: Perfetti Van Melle India private limited,
Rudrapur Factory

14-B, Sector-9, IIE, SIDCUL, Pant Nagar, Rudrapur, Uttarakhand - 263153

a) Sales Tax number for CST is RS-5022343 dated 01-12-2000.

b) Tin number for VAT is 05003579228 DT-01-10-2005

Registered Office Address: 47th Milestone, Delhi-Jaipur Highway,
Manesar, Gurgaon-122050

a) Pan No: AAACP2626A

b) CIN No.: U51909HR1992PTC036116

4.2 The goods are consumed continuously during PVMI's manufacturing process, and their timely delivery at its warehouse is vital to prevent disruptions to PVMI's manufacturing process. Therefore, the timely supply of consignments strictly according to the delivery schedule is the essence of the contract. It is clarified that the timely supply of goods that do not meet the Specifications communicated by PVMI to the Seller shall be deemed to be non-compliance of Clause 4.1.

4.3 If the delivery of any consignment is delayed or PVMI anticipates such delay, PVMI shall be entitled to resort, in its discretion, to either or both of the following courses of action, namely:

(i) Go in for risk purchase entirely at the cost and consequence of the Seller;

(ii) Take delivery of any consignment or consignments that are even if they are delivered to PVMI behind schedule.



5. DOCUMENTATION AND INTIMATION OF DISPATCH:

5.1 The Seller shall intimate dispatch of each consignment to PVMI at the time of such dispatch.

5.2 PVMI shall reject any consignment that is not accompanied by documents exactly matching the following description:

- (i) Dated commercial invoice in triplicate, stating the Purchase Order number, the item code of goods contained in the accompanying consignment, and a description of said goods, and
- (ii) Form E as mandated by Food Safety and Standards (Licensing and Registration of Food Business) Regulations, 2011, and
- (iii) Transporters Delivery Challan with the details of transporter's name, commercial invoice, vehicle details, etc.
- (iv) Duplicate excise invoice, authenticated by the Seller
- (v) Certificate of Analysis for the batches of goods contained in the accompanying consignment.

5.3 The goods shall remain at the Seller's risk until PVMI takes delivery of the same. The Seller shall arrange for transit insurance covering all risks until PVMI takes delivery in the said manner.

6. ACCEPTANCE AND REJECTION OF CONSIGNMENTS OR GOODS:

6.1 Goods are delivered in bulk, and thus PVMI has no reasonable opportunity to inspect the same until they are unpacked and repackaged by PVMI. Therefore, PVMI shall be regarded as having accepted only such of the goods as it has repackaged.

6.2 PVMI reserves the right to reject any consignment or any goods, for any reason it deems fit, at any time until goods contained in the same are accepted. The Seller shall remove any rejected consignment or goods from PVMI's possession by the 2nd day after PVMI communicates its rejection of the same. Should the Seller fail to do so, PVMI shall be entitled to dispose of such rejected goods as it thinks fit, entirely at the Seller's cost.

6.3 It is made clear to the Seller that PVMI shall be packaging the goods with food articles and that therefore they must be of such a quality and composition that they do not compromise, to the slightest degree, the safety of any food articles with which they are packaged, and the fitness of such food articles for human consumption. PVMI trusts that the Seller, whose business entails the supply of such goods, will be able to meet this requirement.

7. PRICE:

7.1 PVMI's liability to make payment to the Seller shall in no event exceed so much of the price of the consignments delivered to it as has not already been paid.

7.2 The price of a consignment shall be paid to the Seller on or before the 30th day after the date on which PVMI took delivery of that consignment, but payment shall in no event be construed as acceptance of any goods contained in that consignment.

7.3 If goods for which PVMI has made payment are later rejected by PVMI, then PVMI shall be entitled to deduct that proportion of the price of



the consignment as pertains to the goods rejected from future payment(s) that it would otherwise be liable to make to the Seller.

8. FORCE MAJEURE: PVMI may cancel the contract, in whole or in part, at any time, by notice to the Seller, notwithstanding any force majeure circumstances. In that event, the liability of PVMI shall be limited, subject to Clause 7.3, to making payment for any consignment of which it has taken delivery, the price of which has not already been paid.

9. CONFIDENTIALITY:

9.1 The Seller shall keep confidential all information relating to the business affairs of PVMI, regardless of whether such information is conveyed to it by PVMI, or whether the Seller becomes aware of it otherwise.

9.2 The expression 'information relating to the business affairs of PVMI', as employed in Clause 9.1, shall include but not be limited to specifications of goods, information about orders placed, and the method of transacting between PVMI and the Seller.

10. INTELLECTUAL PROPERTY:

10.1 Any artwork (including but not limited to patterns, illustrations, caricatures, and colour combinations) used by the Seller on the goods, and the design of the goods, shall not be used by the Seller otherwise, nor shall the Seller permit the use of such artwork or designs, except on the goods.

10.2 The Seller shall also not use, nor permit the use of the name 'Perfetti Van Melle', the corporate name of PVMI, or any brand name used by PVMI, except with the explicit authorization of PVMI.

11. INDEMNIFICATION: The Seller shall indemnify and keep harmless PVMI and its affiliates, as well as their officers, directors, employees and agents, against any claim that arises, directly or indirectly, from:-

(i) Any death or injury to any person, and any damage to any property, and any other damage or loss, occasioned by anything supplied to PVMI by the Seller,

(ii) Any recall of goods,

(iii) Any infringement or misappropriation of any proprietary right or intellectual property right of any third party by goods or any other material supplied to PVMI by or at the instance of the Seller,

(iv) Any negligence or intentional misconduct by the Seller or its employees, agents or contractors,

(v) Any loss or injury occasioned by the absence on goods of accurate descriptions, or adequate instructions or warnings,

(vi) Any breach of the provisions of any applicable rules, regulations and statutes including but not limited to the Food Safety and Standards Act, 2006 and the Legal Metrology Act, 2009,

(vii) Any legal proceedings or governmental action instituted or initiated on any of the foregoing grounds, and

(viii) Any breach of any clause of these Terms and Conditions.

12. ADHERENCE TO PVMI'S CODE OF CONDUCT: PVMI believes in conducting its business as per principles spelt out in PVM Code of Conduct, available



at PVM India's website, www.perfettivanmelle.com and at the group website, www.perfettivanmelle.it. The Seller undertakes to abide by the same at all times and in case the Seller notices any violation/attempted violation, PVMI expects the Seller to report the same to the 'Compliance Office' mentioned in the said code, which may attract disciplinary measures as stated therein.

13. AMENDMENTS: These Terms and Conditions shall govern the contract, without modification, unless such modification has the express approval of the Factory Purchase Manager of the factory from which the Purchase Order has been received.

14. PRODUCT, PACKAGING HANDLING: The item supplied shall meet the specifications given to the Supplier in full. In the event of receipt of item with any variation, or of substandard material, PVMI reserves the right to reject the item/material completely or partially, and all expenses in connection therewith shall be to the account of the Supplier.

The packaging material Suppliers shall ensure that anything additional to be printed in addition to the artwork/drawing/ specifications approved by PVMI, in order to comply with a law or regulation, shall be with the prior written approval from PVMI.

15. The Supplier shall ensure that the consignment transported to PVMI's warehouse / manufacturing unit shall not lose its identity and packing integrity.

The Supplier shall inspect the vehicle interior (including wall, floor ceiling) for general cleanliness and shall ensure that the vehicle is free from moisture, foreign material, pests chemical contamination, prior to loading the consignment.

The Supplier shall ensure that adequate environment conditions (e.g. temperature) is maintained in the vehicle as per the product's transportation and handling requirement.

The supplier shall further ensure that:

- a. The vehicle shall be clean and tidy and shall free from any sort of contamination.
- b. The vehicle is properly covered.
- c. The product is tamper proof and there should not be any leakages.
- d. The product shall meet the quality and food safety specifications.
- e. In case of any emergency during the transit, the driver must be knowledgeable to handle the same.
- f. Relevant document (COA, MSDS etc) for each consignment is mandatory.
- g. The provisions of all applicable rules, regulations and statutes including but not limited to FSSAI and legal metrology are complied with.

16. INCO TERMS: Free Carrier - FCA #.

17. JURISDICTION: Jurisdiction to entertain and adjudicate any and all disputes arising from or in relation to this contract shall vest exclusively in the courts having territorial jurisdiction over the factory from which the Purchase Order was sent.



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PO Date: 14/07/20

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Rohit Gupta (PIN-RTGA)

Prepared By

Approved By

Authorized By

Perfetti Van Melle believes in conducting its business as per principle spelt out in PVM Code of Conduct, available at PVM India website www.perfettivanmelle.com or group website www.perfettivanmelle.it. You undertake to abide by the same at all times and in case you notice any violation/attempted violation, we expect you to report the same to the 'Compliance Office' mentioned in the said code which may attract disciplinary measure as stated therein.