

## PURCHASE ORDER / JOB ORDER



TVS SRICHAKRA LTD - UKD UNIT II  
PLOT NO.17,18,19,52,53,54,SECTOR 5  
SIIDCUL, IIE PANTNAGAR,UDHAM SINGH NAGAR  
RUDRAPUR,UTTARAKHAND, 263153  
STATE CODE:05 GSTIN:05AAACT5557G3ZB



Po.No 1133010147  
Date 13.12.2022  
Quotation No  
Date  
Nature of Vendor Service Supply  
Nature of Supply  
Packing  
Payment terms Immediate Payment  
Amendment :  
Date  
Reason For Amendment  
Text

BILL FROM	DELIVER TO
7100003080 Shivi Enterprises A- 752, Awas Vikas Rudrapur - 263153 GSTIN No : 05BGSPS8101H2Z3	TVS SRICHAKRA LTD - UKD UNIT II PLOT NO.17,18,19,52,53,54,SECTOR 5 SIIDCUL, IIE PANTNAGAR,UDHAM SINGH NAGAR RUDRAPUR,UTTARAKHAND, 263153 STATE CODE:05 GSTIN:05AAACT5557G3ZB

Please Supply us the following goods / services in accordance with our requirements and subject to our condition overleaf.

SL. No	Item Code Description of Goods and Services & HSN /SAC	QTY&UO	Rate/Unit Rs.	Taxable Value Rs.	SGST		CGST		Total Amount
					Rate%	Amount Rs.	Rate%	Amount Rs.	
1	CHARGES FOR BOILER MATERIAL STORAGE AREA SAC Code : 995413  QTN NO: 14  MS Sheet dismantal 190 sq = RS 19 Gate reaprinng 1nos = RS 1425 window covring 200 sqt = RS 28.5 ms chanal 75x35 55kg = RS 95 ms flate 50x6 33 kg = RS 95 ms sheet 2mm 135kg = RS 104.5 ms angle 50x6 85 kg = RS 95 hing heavy 06 pc = RS 180.5 fasner 16x150 04pc = RS 95 janarater seat self skru 2" 200 pc = RS 6.65 read oxide 2ltr = RS 237.5 paint 3 ltr = RS 285	1.000 AU	50,150.00	50,150	9.00	4,514	9.00	4,514	59,177
				50,150		4,514		4,514	59,177

Total Tax to be Charged by Supplier in invoice  
Tax to be paid by Receipt under RCM ##### 9,027.00

Special Instructions:

TOTAL

59,177

Mode of Dispatch : NA  
Carrier Name : NA  
Freight : NA  
Insurance : NA  
Delivery Required : 30.12.2022

Note:  
1.The Material should be sent along with Original Invoice.  
2.Duplicate Transporter Invoice must be sent along with Goods for availing Input Credit.  
3.Test report should be sent along with consignment, wherever applicable.  
4.Return the TSL issue drawing along with material wherever applicable.

Regd.Office : TVS Building,7B,West Vell Street,Madurai - 625 001  
Admin office : 10,Jawahar Road,Madurai - 625 002  
Web : <https://www.tvseurogrip.com>  
CIN No : L25111TN198PLC009414

For TVS SRICHAKRA LIMITED  
This is a computer generated document does not require  
Physical signature.

## PURCHASE ORDER / JOB ORDER



TVS SRICHAKRA LTD - UKD UNIT II PLOT NO.17,18,19,52,53,54,SECTOR 5 SIIDCUL, IIE PANTNAGAR,UDHAM SINGH NAGAR RUDRAPUR,UTTARAKHAND, 263153 STATE CODE:05 GSTIN:05AAACT5557G3ZB						Po.No 1133010147 Date 13.12.2022 Quotation No Date Nature of Vendor Service Supply Nature of Supply Packing Payment terms Immediate Payment Amendment : Date Reason For Amendment Text			
BILL FROM		DELIVER TO							
7100003080 Shivi Enterprises A- 752, Awas Vikas Rudrapur - 263153 GSTIN No : 05BGSPS8101H2Z3		TVS SRICHAKRA LTD - UKD UNIT II PLOT NO.17,18,19,52,53,54,SECTOR 5 SIIDCUL, IIE PANTNAGAR,UDHAM SINGH NAGAR RUDRAPUR,UTTARAKHAND, 263153 STATE CODE:05 GSTIN:05AAACT5557G3ZB							
Please Supply us the following goods / services in accordance with our requirements and subject to our condition overleaf.									
SL. No	Item Code Description of Goods and Services & HSN /SAC	QTY&UO	Rate/Unit Rs.	Taxable Value Rs.	SGST Rate%	SGST Amount Rs.	CGST Rate%	CGST Amount Rs.	Total Amount
				50,150		4,514		4,514	59,177
Total Tax to be Charged by Supplier in invoice									
Tax to be paid by Receipt under RCM #### 9,027.00									
Special Instructions:									
		<b>TOTAL 59,177</b>							
Mode of Dispatch : NA Carrier Name : NA Freight : NA Insurance : NA Delivery Required : 30.12.2022		Note: 1.The Material should be sent along with Original Invoice. 2.Duplicate Transporter Invoice must be sent along with Goods for availing Input Credit. 3.Test report should be sent along with consignment, wherever applicable. 4.Return the TSL issue drawing along with material wherever applicable.							
Regd.Office : TVS Building,7B,West Vell Street,Madurai - 625 001 Admin office : 10,Jawahar Road,Madurai - 625 002 Web : <a href="https://www.tvseurogrip.com">https://www.tvseurogrip.com</a> CIN No : L25111TN198PLC009414		For TVS SRICHAKRA LIMITED This is a computer generated document does not require Physical signature.							

# STANDARD TERMS AND CONDITIONS OF PURCHASE

- 1. Validity**
    - (a) The terms and conditions in this order alone shall be valid between the Seller and TVS Srichakra Limited/Moulded Product Division -II (hereinafter #Company#). Any conditions imposed by the Seller in its invoice shall be null and void. The terms and conditions contained in this order can be amended, only in writing, by the consent of both parties.
  - 2. Order Acceptance**

Orders and acceptance of orders, as well as any alteration or amendment thereof, must be made in writing in order to be effective. If acceptance of P.O. is not completed by the Supplier within 3 days from the date of receipt of P.O., then the Payment payable under the P.O. will be deferred accordingly. Subsequent agreements made verbally shall only be valid when confirmed in writing by Company. If the Supplier does not accept the Purchase Order (hereinafter called "P.O.") within 3 days of its submission to Company, then the Supplier shall be deemed to have accepted the P.O. in writing. No increase in prices shall be permitted during the tenure of P.O.
  - 3. Seller Agrees**
    - (a) To the requirements pack, mark and ship goods in accordance with the conditions of the Company, the involved carriers, and the applicable statutes;
    - (b) To route shipments in accordance with Company's instructions;
    - (c) To make no additional charge for handling, packaging, storage or transportation of goods, unless otherwise stated on this contract;
    - (d) That the invoices should be raised in triplicate (one for Company, transporter and Supplier) with clearly indicating the GSTIN, purchase order number, date and description of the consignment and shall be sent to the Technical contact/Account Payables as mentioned in P.O. Where such documents are not received, the loss occasioned to the Company shall be deducted while making payments by the Company.
    - (e) That the Invoice value should be in line with purchase order and should include applicable duties and taxes as per law.
    - (f) That your Invoice shall contain all mandatory fields as stipulated in GST Law.
    - (g) To provide with each shipment, delivery slips and invoice, with Company's Purchase Order (PO) reference;
    - (h) To provide test certificate and self inspection report along with the goods.
    - (i) To properly mark each package with a label/tag according to Company's instructions;
  - 4. General**
    1. Company will specifically instruct on the recipient details to be specified in the invoice and Vendor shall confirm the GST to be charged prior to dispatch.
    2. Company would reimburse the amount of GST charged in any invoice to the Supplier on the due date, only upon payment of the tax by the supplier to the Government, charged in respect of such supply and further subject to receipt of communication of finally accepted credits from GSTN under Section 42(2) of the CGST Act, 2017 and corresponding provisions of the SGST/UTGST Act.
  - 5. Discount:**
    - a. Discount should be disclosed on face of invoice and GST needs to be computed accordingly which is known at the time of supply of goods. Discount which are granted which will result in reduction of tax liability should be mentioned.
    - b. The terms of various discounts to be clearly indicated
    - c. Documentation as prescribed under the GST law to be adhered by the vendor. Any declaration that may be required in this regard should have to be Communicated to us for further evaluation.
    - d. In case of post supply discount, vendor should have disclosed the existence of such policy on the face of every invoice. Further, a confirmation may be obtained from us prior to issuance of credit note giving effect to tax adjustment.
    - e. Credit note with prescribed particulars to be issued to Company. Intimation to be issued with in 7 days. Giving all information including the details of original invoice.
    - f. Company to accept discount/ credit note so issued by the vendor.
    - g. Existing terms to be evaluated to ensure that quantum of discount granted pre-GST is comparable post GST.
  - 6. Payment Condition**
    - a. The payment for Services will be made as per PO terms based on the invoices raised by you.
    - b. Payment terms will be as discussed and agreed and will be mentioned in P.O. In the event of any dispute as to dimensions, weight, quality, quantity, finish, colors, design or heading; or performance of services from the P.O., the said payment terms shall not be binding. Other than the payment terms, the following are the options available with Company on making payment to vendor.
  - Option : 1**

Payments not to be released in entirety or payments in relation to GST not to be released till the completion of following events:

    - a. Invoice details are reflected in GSTR-2 and payment of GST is made or
    - b. If not reflected in GSTR-2, amendments made by Company in its returns are accepted by vendor and payment of GST is made or
    - c. In case GST is actually paid by the vendor, then the same can be deducted from subsequent payments if credit is not available to Company.
  - Option : 2**

Payments are made with mandated periodic reconciliations.

    - a. In both options, consideration for the goods and/ or services to be adjusted as per the credit not passed on and the excess payment be adjusted against subsequent payments.
    - b. Invoices for services to be issued within 30 days from the date of supply of service (except for continuous supply of services) and invoices for goods to be issued before or at the time of removal of goods for supply to the recipient, where the supply involves movement of goods, or Delivery of goods or making available thereof to the recipient, in any other case.
    - c. All invoices, debit notes and credit notes should be sent to Company within 7 days from the date of the document. Documents should be received as recorded well in advance so as to be able to claim proper credit. This is important especially when claiming credit in last return under current law before appointed date as that credit only can be transferred to GST return which can be seen in earlier laws return
    - d. All payments will be processed only after due certification by Company for the receipt of goods or services.
    - e. If there is any change in tax structure notified by the Government and applicable to the arrangement covered under the P.O., then the same will be borne and paid by Company.
  - 7. Miscellaneous:**
    - a. Debit notes or credit notes or supplementary invoices would only be issued in permissible scenarios and timelines as prescribed under the GST/ tax legislation. The issue of Debit Note/ Credit Note would be in compliance with Section 34 of the CGST Act, 2017
  - 8. Delivery Schedules**
    - (i) Time is the essence of this contract. Delivery shall be made both in quantities and at times specified in this order. In case, the Seller does not comply with the contractual delivery terms, Seller shall pay the Company, at the rate of 2% of the order value including duties and levies, for each 7 day week after the agreed delivery time. In addition, the Seller shall also be responsible for the following costs.
      1. Late delivery by Seller
      2. Delay in the replacement of rejected material
      3. Non-delivery/short delivery of the scheduled quantity
    - (ii) Freight cost / faster mode transportation cost incurred by the Company in collecting the materials from Seller (including the cost of Company's representatives deputed to collect the materials), in the event of non-adherence on the part of the Seller, in adhering to schedule.
    - (iii) If Seller's acts or omissions results in Seller's failure to meet Company's delivery requirements and Company requires a more expeditious method of transportation for the goods than the transportation method originally specified by Company, Seller shall ship the goods expeditiously as possible at Seller's sole expense.
    - (iv) However, the Seller shall not be responsible for the above costs, if the delay in delivery is due to reasons attributable to the Company.
    - (v) Company shall not be required to make payment for goods delivered to Company that are in excess of quantities specified in Company's delivery schedules. Excepting the confirmed delivery schedules, Company may direct temporary suspension or annul the balance quantities of the Purchase Order, shipments, neither of which shall entitle Seller to a revision of the price for goods or services covered by this contract.
  - 9. Seller Quality and Development : Inspection :**
    - (a) Seller agrees to participate in Company's supplier quality and development program(s) and to comply with all quality requirement procedures specified by Company, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements of the Company. In addition, Company shall have the right to enter Seller's facility at reasonable times to inspect the goods, materials and any property of Company covered by this contract. Company's inspection of the goods, whether during manufacturing, prior to delivery or within a reasonable time after delivery or payment for the goods shall not constitute acceptance of the goods.
  - 10. Non-conforming Goods**
    - (a) Company shall not be obligated to do any inspection of the goods, whether during manufacturing, prior to delivery or within a reasonable time after delivery or payment for the goods.
    - (b) In case of any amount charged due to non-conformity, it shall be the responsibility of supplier to issue credit note and Company shall be responsible for reverse of appropriate GST availed on such non-conforming goods.
    - (c) In case of storage charges, Company shall charge appropriate GST on the storage/handling charges.
    - (d) Payment for non-conforming goods shall not constitute an acceptance of them, limit or impair Company's right to assert any legal or equitable remedy, or to limit Seller's responsibility for latent defects.
  - 11. Warranty, Liability and Indemnity**
    1. Supplier's responsibility under the said warranty shall be at its own option and cost, repair or replace any Goods found to be faulty as soon as possible after notification by Company but not later than twenty four (24) hours for critical or other emergency situation.
    2. If the Supplier fails or refuses to fulfill its obligations under warranty, Company may, in addition to exercising any other rights available to it under this arrangement, law and/or equity, at its option elect to have the defective Goods/Services replaced, repaired or corrected or by any third party, and the Supplier shall in such an event reimburse Company for all costs and expenses incurred in connection with such repair, replacement, correction or performance. In the event repair, replacement, correction of the defective Goods/Services is not reasonably possible, the Supplier shall provide refund for the price of the defective Goods/Services.
    3. The Supplier shall defend, indemnify and hold harmless Company, from and against any and all direct or any indirect, special or consequential loss, damage, loss of profit, cost, expenses or other claims (whether caused by the negligence of the Supplier, its agents or employees or otherwise) which arise out of or in connection with the breach of P.O terms and conditions including delayed supply of Goods/Services and quality of Goods/Services.
    4. In case of any rejections (partial or full) or any repair work which results in adjustment of amount payable, then in such case supplier shall raise timely and proper documents like credit note to avoid any mismatches in the returns claimed and on intimation of credit note, Company shall reverse ITC availed.
    5. There can be an event where credit is not available because of time limit restriction as laid down under section 16(4) of the CGST Act, 2017 i.e. no input tax credit will be available after furnishing of the return under section 39 for the month of September following the end of financial year or furnishing of the relevant annual return, whichever is earlier. In such a scenario, the amount related to the eligible credits should be allowed to be adjusted against future payments.
    6. Vendor will be liable to comply with all the compliance as may be prescribed to ensure that the compliance rating is not reduced below the prescribed limit as laid down under section 149 of the CGST Act, 2017. Notwithstanding anything else contained in the agreement, in the event of blacklisting of the vendor i.e. compliance rating reduced below the prescribed limit, the amount related to tax will be liable to be paid only on receipt of input tax credit.
    7. In case any credit is not received or short credit is received or in case of any error because of which no credit is received then such credit or short credit is not liable to be paid by Company. Where it is paid by Company, amount equivalent to the amount paid is liable to be recoverable or adjustable against subsequent payments.
    8. Procedure for reconciliation or mismatch to be included in the agreement. The supplier shall take all efforts in a time bound manner in helping Company match the Input credits and also dispute resolution, as found necessary, on request by Company, without any additional cost to Company. The supplier shall provide necessary reconciliation statements to Company by such date as may be mutually agreed between Company and supplier.
    9. In the event of any non-compliance by the supplier with GST and/ or any other legislation and the Rules made thereunder, for any reason whatsoever, the supplier undertakes to indemnify Company for an amount equal to loss suffered by Company, its Dealers and end consumers, within 2 weeks of a valid claim made by or through Company with the supporting documents.
    10. In case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Company due to failure/ mistake of the Vendor to comply with the relevant laws/ regulations applicable in India or overseas or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable in India or overseas, vendor undertakes to indemnify Company for an amount equal to amount payable by Company.
  - 11. Company reserves the right to adjust any recovery to be made by it for loss suffered due to mistake/ failure on part of the vendor by adjusting it or withholding it from any amount payable by Company to the vendor (pre-set or future).**
  - 12. The supplier shall comply with the Anti-profitting measures at all times, as prescribed under Section 171 of the CGST Act, 2017 and corresponding provisions of the SGST/UTGST Act**
  - 12. Ingredients Disclosures; Special Warnings and instructions :**
    - (a) If requested by Company, Seller shall promptly furnish to Company in such form and details as Company may direct.
      - 1) a list of all ingredients and goods;
      - 2) the amount of all ingredients; and
      - 3) Information concerning any changes in or additions to such ingredients and with the shipment of the goods, seller agrees to (including appropriate labels on the goods, containers and packing) together with such special handling instructions as may be necessary to advise carriers, Company, and their
- respective employees to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transport processing, use or disposal of the goods, containers and packing shipped to Company.
- 13. Company's Property**
    - (a) Supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by the Company, either directly or indirectly to Seller to perform this contract, or for which Seller has been reimbursed by Company, shall be and remain the property of Company and held by Seller on a bailment basis ("Company's Property").
    - (b) Seller shall bear the risk of loss of or damage to Company's Property. Company's Property shall at all times, be property housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be conspicuously marked by Seller, as the property of Company, shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises with Company's prior written approval.
    - (c) Company shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Company, Company's Property shall be immediately released to the Company or delivered to the Company by Seller, either (i) F.O.B. Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Company to transport such property, or (ii) to any location designated by Company in which event Company shall pay to Seller the reasonable costs of delivering such property to such location. Seller waives any lien or other rights that Seller might have on any of Company's Property for work performed on such property or otherwise.
    - (d) Such goods when sent to the Company, shall be under the cover of appropriate documents like delivery challans, e-way bills etc. and GST shall not be charged on such property in case it is not amounting to Supply (Job worker transaction) and the "bill to" and "ship to place" shall be disclosed in the documents as provided by Company in order to enable Company to avail ITC and such place shall be used for the name of recipient
  - 14. Intellectual Property Rights**
    - (a) Nothing contained in this agreement shall be deemed, to affect the ownership of any patents, trade marks, trade names or registered designs vested in either of the parties hereto nor give to either of them the right to use any of them which may be owned by the other.
    - (b) The Seller is responsible for ensuring that the fulfillment of this order does not, in any way, violate the industrial property rights of any third party.
  - 15. Remedies**
    - (a) The rights and remedies reserved to Company in this contract shall be cumulative with, and additional to all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 7, Company shall notify Seller and Seller shall, if requested by Company, reimburse Company for any incidental and consequential damages caused by such nonconforming goods, including but not limited to costs, expenses and losses incurred by Company (a) in inspecting, sorting, repairing or replacing such non-conforming goods;
    - (b) resulting from product interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damages caused by such non-conforming goods.
  - 16. Set Off/Recoupment/Indemnity :**
    1. (a) There can be an event where credit is not available because of time limit restriction as laid down under section 16(4) of the CGST Act, 2017 i.e. no input tax credit will be available after furnishing of the return under section 39 for the month of September following the end of financial year or furnishing of the relevant annual return, whichever is earlier. In such a scenario, the amount related to the eligible credits should be allowed to be adjusted against future payments.
    2. Vendor will be liable to comply with all the compliance as may be prescribed to ensure that the compliance rating is not reduced below the prescribed limit as laid down under section 149 of the CGST Act, 2017. Notwithstanding anything else contained in the agreement, in the event of blacklisting of the vendor i.e. compliance rating reduced below the prescribed limit, the amount related to tax will be liable to be paid only on receipt of input tax credit.
    3. In case any credit is not received or short credit is received or in case of any error because of which no credit is received then such credit or short credit is not liable to be paid by Company. Where it is paid by Company, amount equivalent to the amount paid is liable to be recoverable or adjustable against subsequent payments
  - 17. No Advertising**
    - (a) Seller shall not, without first obtaining the written consent of Company, in any manner advertise or publish the fact the Seller has contracted to furnish Company the goods or services covered by this contract, or use any trademarks or trade names of Company in Seller's advertising or promotional materials.
  - 18. Compliance with Laws**
    - (a) Seller and any goods, or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standard as applicable or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services.
    - (b) In the event of loss occasioned to the Company due to the breach of this warranty, the Seller shall indemnify the Company.
  - 19. Confidential Information**
    - (a) The drawings, technical and commercial information and all other information (hereinafter #confidential information#) if any, provided by either Party to the other Party for the manufacture of the goods shall remain the property of the disclosing Party or its customers. Either Party shall not disclose or use such confidential information for any purpose, other than for the purpose of executing this order.
    - (b) The Seller shall ensure that the sub contractors, if any shall also be bound by the confidentiality provisions aforementioned.
    - (c) Either Party shall at any time, if so, requested by the other Party,
      - 1) Refrain from any future use of the confidential information.
      - 2) Return to the disclosing Party without delay, all such confidential information
      - 3) Destroy all additional documentation, transcriptions, copies etc. thereof
      - 4) Erase the information from its data processing systems and any other media
      - 5) Upon written request provide evidence of compliance hereof to the other party.
      - 6) Nothing contained in this shall apply to information in the public domain.
  - 20. Independent Contractor Relationship**
    - (a) This agreement does not constitute Seller as the agent or legal representative of the Company or any of its associates for any purpose whatsoever and that Seller is not authorized to assume or to effect any obligation or responsibility, expressed or implied on behalf of or in the name of the Company or any of its affiliates or to bind the Company or its affiliates or in any manner or thing whatsoever.
  - 21. Force Majeure**
    1. In case Force Majeure arises, the time period for the fulfillment of any obligation, which is affected by Force Majeure, will then be extended by a reasonable period of time and the other party (Supplier and Company) shall claim compensation for delay or non-execution of obligations due to such Force Majeure. However, the party affected by Force Majeure shall use its best efforts to minimize the consequences to remove the cause of non-performance, to co operate with the other party in finding alternative ways and means of fulfilling its obligations and shall make up, continue and complete full performance hereunder without delay whenever such causes are removed.
    2. Force Majeure shall, however, not relieve any party from its obligation to effect any obligation not affected by such Force Majeure and any contractual payment on the date when it is due except effecting of such payment is hindered by Force Majeure (e.g. earthquake, fire, flood, accidents, war, and riots).
    3. Should an event of Force Majeure continue for more than three (3) months, Company shall have the right to terminate the pending P.Os. with the Supplier. In such a case, Company shall pay to Seller the price of goods/services delivered/completed in terms of the P.O. up to the date of termination.
  - 22. Non-exclusive**

This arrangement is on a non-exclusive basis and does not prevent DVCV from availing similar goods/services from any other person or party.
  - 23. Termination for breach or non-performance**
    - (a) Company reserves the right to terminate all or any part of this contract without any liability, if Seller,
      - (1) Repudiates or breaches any of the terms of this contract, including Seller's warranties.
      - (2) Fails to perform services or deliver goods as specified by Company or fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from the Company specifying such failure or breach.
  - 24. Arbitration**
    - (a) This agreement shall be construed and interpreted in accordance with the laws of the Republic of India.
    - (b) Any dispute arising in connection with or arising out of or in relation to or any matter under this Agreement shall be settled in an amicable manner, within ninety (90) days from the date of dispute.
    - (c) If the parties hereto shall fail to agree with respect to any matter contemplating future agreement or mutual determination or should the parties be unable to settle amicably any dispute, controversy or claim arising hereunder, including any question regarding the existence, validity or termination of this agreement, within the aforementioned ninety (90)days, then such matter of dispute, controversy or claim shall be referred to and resolved by Arbitration under the Arbitration and Conciliation Act, 1996.
    - (d) The arbitration tribunal shall consist of three(3) arbitrators, two of them shall be nominated by the respective parties (Company appointing one (1) and Supplier appointing one (1) and the third arbitrator shall be nominated by the arbitrators appointed by the Parties. The Party invoking arbitration shall serve a notice on the other Party, to nominate its nominee arbitrator within fifteen days of receipt of such notice. On receipt of the notice, the other Party shall nominate its nominee arbitrator within the said fifteen day period, failing which the person nominated by the Party serving the notice shall commence the arbitration proceedings as the sole arbitrator.
    - (e) The place of arbitration shall be Madurai, India.
    - (f) The arbitration panel shall conduct its proceedings and render its decision in English.
    - (g) The parties agree to accept the determination of the award/wards made in pursuance thereof shall be conclusive and binding upon them and that no party shall seek redress against the other in any court or tribunal, except solely for the purpose of obtaining execution of the award rendered by the arbitrators.
    - (h) Notwithstanding the dispute, controversy or difference having been referred to arbitration, agreement shall continue to be enforced during the pendency of the arbitration proceedings unless terminated pursuant to the provisions contained in this agreement.
  - 25. Severability**
    - (a) If any provision of this contract or the application of such provision to any person or circumstances shall be held invalid by a final judgement of a court of competent jurisdiction, or such other authority, the remainder of this contract and the application of such provision to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.
  - 26. Assignment**
    - (a) No assignment or transfer of the agreement or any interest there in shall be made by either Party without prior written consent of the other Party.
  - 27. No Waiver**
    - (a) A party's failure to enforce at any time or for any period of time any provision of this Agreement or to exercise any right or remedy does not constitute a waiver of such provision, right of remedy or prevent such party thereafter from enforcing any or all provisions and exercising any or all rights and remedies. The exercise of any right or remedy does not constitute an election or prevent the exercise of any or all rights or remedies.
  - Amendments**
    1. Company reserves the right to add or amend or to add or to alter or modify or render inoperative any one or more of these terms by prescribing special conditions in the P.O. and to the extent such addition or modification is made, the altered and the additional clauses shall have effect.
  - 28. Entire Agreement**
    - (a) This agreement sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements and communications, whether oral or written pertaining to the subject matter hereof.
    - (b) No change or modification of this Agreement shall be valid or binding unless made by an instrument in writing and signed by the parties.
  - 29. IATF 16949 - Quality, ISO 14001 - Environmental & ISO 45001 - Occupational Health Safety Management System adherence.**
    - (a) Raw materials Supplier should be qualified and certified at least ISO 9001 certified.
    - (b) Supplier to meet all the statutory requirement of (Quality, Environmental, Occupational, Health and Safety)
    - (c) Packing should be ecofriendly.
    - (d) Supplier incoming vehicle should have valid pollution control certificate
    - (e) Labelling should be clearly indicative for respective hazardous materials.
    - (f) MSDS should be sent for your respective materials during supply of initial lot.
    - (g) All supplier should comply with HSE policy on arrival at TSL facility premises.
    - (h) Work permit with related safety practice should be adhered by subcontractors before starting of the activity.
    - (i) Subcontractor should adhere with PPE at the time when work is being carried out at TSL premises.
    - (j) All subcontracting shall submit test report/Calibration report for their own equipment which they use in TSL premise including safety belts.
    - (k) Polythene bags/cover thickness should comply with Govt norms.
    - (l) FC, insurance, driver license and road worthiness condition of vehicle should be checked by supplier and document to be maintained.
    - (m) Vehicle should have adequate fire safety measures with valid license. Valid license for transporting explosive/flammable type consignment should be carried during transportation.
    - (n) Seat belt should be worn while driving inside the campus.
    - (o) Speed limit should be maintained within campus to prevent accident.
    - (p) Spark arrester to be provided for heavy vehicles before entering into premises.
    - (q) Avoid usage of horn inside the campus during transportation.