TERMS & CONDITIONS OF PURCHASE ORDER

1. OFFER: This Purchase Order (“PO/Order”) constitutes an offer to buy goods and services to the description and other terms as specified in the purchase order. No additional or different terms offered by Supplier shall be or become part of this order unless made in writing and signed by Buyer’s authorized representative. Any reference to Supplier’s quotation shall be for informational purposes only and shall not be construed as acceptance of Supplier’s terms and conditions. The offer can be accepted by the Supplier either expressly or implied by fulfilment of the order. The contract resulting from the acceptance of this order is to be construed according to the laws of the India. This PO is not assignable by Supplier in whole or in part without prior written consent from Buyer. Any Conditions appearing in the Supplier's invoice contrary to those embodied in this purchase order shall be void ab initio and shall not be invoked at any time under any circumstances.

2. QUALITY: All materials/services should conform to our specifications. Supplier will not change its specifications, materials, material suppliers or production of testing process or locations, without the prior notice to Buyer. Subsequently written approval from Buyer is mandatory on providing relevant data to prove that there is no change in the required performance, quality and reliability of the product/service after the change. The acceptance of Products/Service is subject to inspection or clearance by Buyer upon arrival at its works i.e. the delivery destination in this PO (Premises). This shall, however, only be a preliminary acceptance based on initial verification of Products for visible damage during delivery and shall not include checks on workability of the Products for its intended use.

3. QUANTITY: The quantity supplied must not exceed the one stipulated in the Purchase Order, unless otherwise approved by so in writing in advance under signature of our Authorized Signatory.

4. DELIVERY: All deliveries shall be as per dispatch instructions, between 9.00 AM to 3.00 PM on week days accompanied by delivery challan in duplicate. We reserve the right to return the supplies made in advance or beyond delivery schedule. If deliveries are not made in prejudice to our rights as to:

4.1. Purchase elsewhere without notice on Supplier’s account and risk.
4.2. Recover from you all losses/damages and other expenses directly or indirectly sustained by us in the process of alternative purchase.
4.3. Open order cancellation reserve clause-Garware Bestretch Limited will be at liberty to cancel unfulfilled part of this order at any time by giving minimum 15 days' notice before scheduled delivery date(s) for balance supplies.

You should supply the goods/services from the same GSTIN number which is mentioned on PO. In case if supply is desired to be made under different GSTIN number the same should be intimated and ratified from GBL at least 7 days prior to such supply.

Rev. 1 dated April 29, 2020

Garware Bestretch Limited
Head Office: Supreme Headquarters, 9th Floor, Baner, Pune Bangalore Highway, Pune – 411045, Maharashtra, India.
Tel.: +91 20 6633 5600 │ Fax.: +91 20 6633 5601 │ Email.: gbl-info@garware.com │ www.garware.com
Registered Office: 2-A(3), Maker Bhavan II, Plot No. 18 New Marine Lines, CS No. 1433, Division - Fort Mumbai - 400020.
CIN: U24130MH1994PLC142451
5. **DEFECTIVE DELIVERY:** Deliveries not according to specifications will have to be removed from our premises by the Supplier at his own cost within 10 days from day of intimation in this regard. If any defects are found during any stage of manufacture wherein such Products are used, Buyer shall have the right to reject such Products at the sole cost of the Supplier. Goods not satisfactory up to the standards laid down or found not suitable to the requirements at any stage (inspection, assembly, testing or dispatch) of manufacturing shall be rejected at the sole discretion of the Buyer. On intimation, the rejected goods shall be forthwith removed from the premises of Buyer within 10 days from the date of intimation, by the Supplier at his own cost. If the goods are not removed within the stipulated time, Buyer shall remove the same and shall recover the cost of removal from the Supplier. Pending removal/delay if, any, will remain with us at Supplier's risk. Reworking of the goods/services if permitted shall be at the sole discretion of Buyer. All costs, expenses incurred shall be debited to the Buyer’s account. The reworked or replaced goods/service shall be treated as fresh supplies and inspected accordingly. Further if any defects are found in the Services wherein such Services are used, Buyer shall have the right to reject such Services at the sole cost of the Supplier. Services which are not satisfactory and are not up to the standards laid down or found not suitable to the requirements at any stage shall be rejected at the sole discretion of the Buyer.

6. **FAILURE TO ACCEPT DELIVERIES:** We shall be under no liability for failure to accept deliveries on occurrences of unforeseen circumstances i.e. act of God, flood, strikes, lockouts, transportation embargoes or any other cause whatsoever beyond our control.

7. **DEMURRAGE:** Any demurrage or similar charges which may be accrued on account of vendor not booking the goods in accordance with our instruction or late delivery or railway receipt to us shall be borne by the vendor.

8. **INVOICE:**

8.1. All invoices should be sent with particulars such as Purchase Order No. together with appropriate forms wherever applicable. Failure to comply with this will delay settlement of payments and we will not have any liability on this account. You shall provide GST compliant invoice containing all the particulars as per GST legislation and Rules. Further, please note that in the event Supplier fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, GBL shall not be liable to make any payment against such invoice.

8.2. It is required to issue credit notes/debit notes in the prescribed format for various contingencies like sales returns, price change, etc. and also report these credit/notes debit notes appropriately in Supplier's GST Returns.

8.3. **GST related other terms & conditions:**
GST amount will be paid to Supplier only once the said amount is reflected as credit in the GSTR-2A and Supplier have made payment of taxes to the Government Exchequer. Supplier should adhere to other conditions to enable GBL to claim input tax credit including filing of valid returns with time prescribed.

The Supplier should supply the goods/services from the same GSTIN number which is mentioned on the Purchase Order. In case if supply is desired to be made under different GSTIN number the same should be intimated and ratified from Buyer at least 7 days prior to such supply. In case there is any loss of credit or additional liability and/or interest etc. arising due to non-compliance by Supplier, the same shall be reimbursed by Supplier to Buyer. In the event that the input tax credit of the GST charged by Supplier is denied by the tax authorities to Buyer due to deficiency in documents/non-compliance by Supplier, Buyer shall be entitled to recover such amount from you by way of adjustment from subsequent payments. In addition to the amount of GST, Buyer shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities on Buyer.

As and when E-way bill provisions are made effective, Supplier shall adhere to provisions prescribed with respect to such E-way bills.

If your compliance rating prescribed under the GST Act as displayed on GSTN, falls below the limit as required by Buyer for any reason whatsoever, the PO shall be liable to be cancelled.

9. DECLARATION OF PAN: The PAN must be mentioned on the face of the bill itself, in case of non-declaration we will deduct the TDS at following rates, at the rate specified in the relevant provision of the act; or at the rate /rates in force; or at the rate of 20% whichever is higher.

10. PACKING: All consignments shall be sufficiently and properly packed and any breakage/losses due to improper packing will be on supplier's account. No packing, forwarding and delivery charges will be allowed unless specifically mentioned in purchase order.

11. COMPLIANCE WITH LAW

a. Supplier will comply with all applicable laws in India. In addition, the Supplier acknowledges and agrees at all times to comply with the ‘Global Supplier Code of Conduct and Quality Standards’ available on Buyer’s website at [https://www.garwarebeil.com/wp-content/uploads/2019/10/Global-Supplier-Standard-GBL.pdf]. Buyer may at its sole discretion, change, modify or adopt a new code of conduct which shall ipso facto be applicable to the Supplier who shall receive a copy of the same within [3] days of the revised policy being uploaded on GBL’s website.

b. The Supplier warrants that all its employees, agents, and subcontractors (‘Supplier Personnel”) performing any of Supplier's obligations under a PO have employment authorization that complies with all applicable Laws in India. On Buyer’s request, the Supplier will provide Buyer
with all documentation in relation to the licenses and consents required by the Supplier to undertake the PO. If Buyer determines that an export license is needed for certain Supplier Personnel, Buyer may, in its discretion, pursue that export license or instruct Supplier not to use that Supplier Personnel to perform Supplier's obligation under a PO.

c. The Supplier will comply with applicable national and international anti-bribery rules. The Supplier and its affiliates must at all times keep complete and accurate books and records. All records that the Supplier provides to Buyer pertaining to the performance of each Purchase Order must be complete and accurate.

12. TERMINATION: Buyer may terminate this order for cause in the event of any default by Supplier. The following are causes, among others, allowing Buyer to terminate this order: (i) late delivery, (ii) delivery of goods/services that are defective or that do not conform to this Order, or (iii) failure upon request to provide Buyer with reasonable assurances of future performance (iv) fails to comply with any or all of the Terms of 'Buyers Global Supplier Code of Conduct and Quality Standards’. Additionally, Buyer may forthwith cancel this Order in the event of any of the following: (i) insolvency of Supplier; (ii) the filing of an involuntary or voluntary petition of bankruptcy against Supplier; (iii) the execution by Supplier of an assignment for the benefit of creditors; or (iv) the appointment of a receiver over Supplier's assets.

12.1. Buyer reserves the right to terminate this Order for its sole convenience, without reason or cause. In the event of such termination, Supplier immediately shall stop all work, and shall forthwith cause all of its suppliers and subcontractors to cease work. Upon approval by Buyer, Supplier shall be paid a reasonable termination charge consisting solely of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination. Within 30 days after receipt of a termination notice, Supplier shall submit its claim. Buyer reserves the right to verify the claim by auditing all relevant records. Supplier shall not be paid for any work performed after receipt of the notice of termination, nor for any costs incurred by Supplier's suppliers or subcontractors which Supplier could reasonably have avoided. In no event shall Buyer be liable for loss of profits or other cancellation charges.

12.2. Buyer shall have the right to make any changes, additions or alterations in the items, quantities, destination, specifications, drawings, designs or delivery schedules. The parties will undertake to negotiate an appropriate adjustment in price and terms where the Supplier's direct costs are materially affected by such changes. Any request by Supplier for an adjustment in price or terms must be made within 30 days of any such change. All changes and adjustments, if any, must be in writing and signed by a duly authorized representative of Buyer.

13. FORCE MAJEURE: Neither party shall be liable to the other for failure to perform its obligation under this PO, when performance is prevented by flood, drought, fire, war, and riot, acts of terrorism, acts of God or Governments, transportation embargoes or any other cause whatsoever beyond their control,. The force majeure events shall explicitly exclude the situation of global or local pandemic/ epidemics, quarantine restrictions imposed by
Governments thereupon and for the Supplier’s inability to supply the Supplies for the PO raised by the Buyer, the Buyer will have a right to procure such Supplies from other suppliers /sellers after giving due intimation to the Supplier and it will be incumbent upon the Supplier to refund the buyer forthwith advance received if any and also to surrender/cancel the LC opened if any against the PO.

14. ENVIRONMENT, SAFETY AND HUMAN RIGHT REQUIREMENTS: The Supplier/Contractor has to follow the statutory government rules related to contract labor, factories act, Industrial dispute acts, child labor act, Employees Insurance act and any other acts related to employees as brought out by government from time to time.

The supplier or his subcontractor shall not employ any child below the age as prescribed by the local government rules.

The supplier or his subcontractor shall not employ any methods of forced labor for their operations.

Supplier shall indemnify, protect, defend and hold harmless Buyer and its employees, affiliates, associate companies, and shall reimburse for any damages (including costs of clean up action, contamination or other remedial measures), losses, liabilities, costs, expenses and demands (including costs of clean up action, contamination or other remedial measures), losses, liabilities, costs, expenses and demands (including attorneys, consultants and expert fees) arising from or in connection with:

Any EHS Liabilities arising out of or relating to the violation of the land.

Release of Hazardous materials, substances or toxic or other contaminants from the premises of the Supplier.

Any bodily injury, personal injury, death, property damage or any other damage arising from or allegedly arising from any such action or inaction of the Supplier.

15. In case of any change(s) in manufacturing process or product specifications of your product being supplied and which has a direct impact on quality of our final product, then the same has to be informed to us in advance & our subsequent approval needs to be taken before such change(s) are made.

16. Test Certificate/Compliance Certificate to be provided along with the delivery challan.

17. All the drawings and technical data pertaining to GBL will not be shared with anybody without GBL’s prior written consent.

Rev. 1 dated April 29, 2020

Garware Bestretch Limited
Head Office: Supreme Headquarters, 9th Floor, Baner, Pune Bangalore Highway, Pune – 411045, Maharashtra, India.
Tel.: +91 20 6633 5600 │ Fax.: +91 20 6633 5601 │ Email.: gbl-info@garware.com │ www.garware.com
Registered Office: 2-A(3), Maker Bhavan II, Plot No. 18 New Marine Lines, CS No. 1433, Division - Fort Mumbai - 400020.
CIN: U24130MH1994PLC142451
18. Please ensure standard packing and labeling on each package.

If we do not receive Suppliers order acceptance within 5 days from the date of the PO sent by the Buyer, Buyer will take it for granted that you’ve accepted all the terms & conditions in all respects.

19. AMENDMENT: Any alternations, modifications, extensions, variations or other charges to this order will not be valid unless confirmed by us in writing under signature of Authorized Signatory.

20. JURISDICTION: This Purchase Order shall be deemed to have been made at Pune not withstanding place(s) of signatures. The parties hereby record their consent to the jurisdiction of courts at Pune, India.