

TERMS & CONDITIONS OF PURCHASE ORDER

1. QUALITY: All materials should confirm to our specifications. All supplies will be subject to inspection and acceptance at our factory and our decision in the matter of acceptance shall be final.

2. 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.

3. DELIVERY: All deliveries shall be as per dispatch instructions, between 9.00 a.m. to 3.00 p.m. on weekdays accompanied by delivery challans in duplicate. We reserve the right to return the supplies made in advance or beyond delivery schedule. If deliveries are not made in prescribed time, we shall be entitled to cancel the order without prejudice to our rights as to:

a) Purchase elsewhere without notice on Supplier's account and risk.

b) Recover from you all losses/damages and other expenses directly or indirectly sustained by us in the process of alternative purchase.

c) 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.

4. 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. Pending removal/delay if, any, will remain with us at supplier's risk.

5. 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.

6. DEMURRAGE: Any demurrage or similar charges which may be accrued because 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.

7. INVOICE:

i) 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.

ii) You shall provide GST compliant invoice containing all the particulars as per GST legislation and Rules. Further, please note that In the event You / {Supplier name} 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.

iii) 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/note debit notes appropriately in his GST Returns.

8. GST related other terms & conditions:

- Kindly note, GST amount will be paid to you only once the said amount is reflected as credit in the GSTR-2A and you have made payment of taxes to the Government Exchequer.
- You should adhere to other conditions to enable GBL to claim input tax credit including filing of valid returns with time prescribed

- Kindly note that in case there is any loss of credit or additional liability and / or interest etc. arising due to non-compliance by you, the same shall be reimbursed by you to GBL.
- Please note that in the event that the input tax credit of the GST charged by you is denied by the tax authorities to GBL due to deficiency in documents/ compliance by you, GBL shall be entitled to recover such amount from you by way of adjustment from subsequent payments. In addition to the amount of GST, GBL shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities on GBL.
- As and when E-way bill provisions are made effective, you shall adhere to provisions prescribed with respect to such E-way bills.

Kindly note that if your compliance rating prescribed under the GST Act as displayed on GSTN, falls below the limit as required by GBL for any reason whatsoever, the PO shall be liable to be

9. 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 deliver charges will be allowed unless specifically confirmed in writing.

10. 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.

11. JURISDICTION: This contract shall be deemed to have been made at Pune notwithstanding place(s) of signatures. The parties hereby record their consent to the jurisdiction of courts at Pune.

12. 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.

- a) At the rate specified in the relevant provision of the act; or
- b) At the rate /rates in force; or
- c) At the rate of 20% whichever is higher.

13. ENVIRONMENT, SAFETY AND HUMAN RIGHT REQUIREMENTS

- a) The Supplier/Contractor has to follow the statutory government rules related to contract labour, factories act, Industrial dispute acts, child labour act, Employees Insurance act and any other acts related to employees as brought out by government from time to time.
- b) The supplier or his subcontractor shall not employ any child below the age as prescribed by the local government rules.
- c) The supplier or his subcontractor shall not employ any methods of forced labour for their operations.
- d) Seller 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 attorneys, consultants and expert fees) arising from or in connection with:
 - i. Any EHS Liabilities arising out of or relating to the violation of the laws of the land.
 - ii. Release of Hazardous materials, substances or toxic or other contaminants from the premises of the seller.
 - iii. 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 Seller.



14. 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.