




|  | | PURCHASE ORDER | | | | | |  www.tennecoindia.in | | |
|--|---|---|-------------|------|------|---|------|--|----------|-----------|
| | | TENNECO AUTOMOTIVE INDIA PRIVATE LIMITED B 83,84,94 12th Cross, 3rd Main, PIPDIC Ind Estate Pondicherry 605009 Pondicherry India Tel: 0413 2275182 Fax: | | | | | | | | |
| GSTN: 34AABCT3125D1ZX PAN NO: AABCT3125D STATE CODE: 34 Pondichery | | Purchasing Group: 111 Buyer: VADIBALA Plant: POMI | | | | P.O. No: 4510177983 P.O. Date: 23.02.2022 P.O. Type: Cost Center | | | | |
| Name & Address of Supplier | | | | | | Delivery Address Tenneco Automotive India Pvt. Ltd. B 83,84,94 12th Cross, 3rd Main, PIPDIC Ind Estate Pondicherry 605009 Pondicherry India Tel: 0413 2275182 Fax: | | | | |
| Vendor Code: | | Your Ref: | | | | Order Currency: INR | | | | |
| Sl. NO. | Part No. / Desc | HSN/SAC Code | TAX % | | | UOM | Qty. | Unit Rate | Discount | Amount |
| | | | CGST | SGST | IGST | | | | | |
| 01 | TS13021342 BATTERY LIFTING EQUIPMENT - JOIST-O-MECH | | % | % | | PC | 1 | 0.00 | 0 | 215000.00 |
| | | | | | | Total | | 215,000.00 | | |
| Delivery Terms: | | EXW | Thane | | | Pack-Fwd | | 0.00 | | |
| Payment Terms: | | Z057 | 60 days net | | | Freight | | 0.00 | | |
| Mode of Transport: | | | | | | Insurance | | 0.00 | | |
| Special Instructions: | | Manual Battery Operated Mobile Lift for Sizing press Material Handling Equipment, Make - JOIST-O-MECH. Payment Terms - 50% Advance, 50% against Porforma Invoice M/s, Avcon Systems | | | | GRAND TOTAL: | | 215,000.00 | | |
| Total Amount in Words: | | Rupees TWO LAKH FIFTEEN THOUSAND Only | | | | Tax As Applicable | | | | |
| Registered office : No. 122, Sipcot Industrial Complex, Hosur - 635126 Tamilnadu. CIN No.: U34300TZ1998PTC015231 | | | | | | For TENNECO AUTOMOTIVE INDIA PRIVATE LIMITED  24/02/22 Authorised Signatory | | | | |

Acceptance of this order/contract/scheduling agreement constitutes an acceptance of the terms and condtions on the last page here in.

TERMS & CONDITONS

- 1) You here by represent and guarantee that all the items supplied by you against this Purchase Order are strictly according to our specifications drawing samples approved by us. We reserve the right at any time to make changes in drawing and specification as to materials and or work covered by this order and in such event if increase in the production cost is caused;the price set hereunder shall be equitably adjusted.
- 2) All items manufactured by you according to our Blue prints/drawing/design manufacturing data/specification or information pertaining thereto received by you from us or from any other source, shall not be utilised by you or anyone on your behalf for the purpose of sale, manufacture or any other purpose save as herein provided for, to or by third party.
- 3) All supplies will be subject to preliminary inspection as per clause I and rejected items shall be replaced free of cost by you within reasonable time. Materials subsequently found defective shall also be replaced free of cost by you within reasonable time.
- 4) Payment for material on this order prior to inspection shall not constitute an acceptance thereof.
- 5) All rejected materials will be stored by us at your risk for a period of 15 days from the date of such information to you and you shall arrange for its disposal at your cost. After the said 15 days period we reserve the right to change reasonable storage charges and recover the same from you and amount due to you by us.
- 6) Except as otherwise agreed in writing your price is a fixed prices inclusive of prices for all raw materials. Manufacturing cost, freight etc. and is not variable till the completion of this order.
- 7) Any terms and condition rescinding adding to or altering the terms of order subsequently made by us shall be in writing only, all such additions,alterations etc.Shall be deemed to be incorporated herein and made part hereof.
- 8) In the event of any breach of this contract on your part, you have agreed to compensate us in such manner as may be reasonably determined.
- 9) This Purchase Order shall be construed according to the laws prevailing in India In the event of any dispute or difference arising out or in connection with this contract, then the same shall be referred to Court in Tamil Nadu or to Arbitration. Before starting any proceedings, be it before the Courts or before Arbitration, the aggrieved party shall send a notice of claim to the other party by registered letter indicating choice of forum. In case of Arbitration, Parties agree to settle the Dispute in accordance with the provisions of the (Indian) Arbitration and Conciliation Act, 1996. Reference to arbitration shall be made to a common arbitrator duly appointed by both the Parties pursuant to mutual consent. The arbitration shall be conducted in English and the venue for such arbitration shall be Hosur, Tamil Nadu.
- 10) Non-acceptance of this order shall be conveyed to us within ten days of this receipt by you, failing which this order would be deemed to have your unconditional acceptance.
- 11) Time of delivery is the essence of this order and we reserve the right to cancel this order without liability or waiver or any other remedies, if deliveries are not effected as specified herein or according to written delivery schedules furnished by us or for unsatisfactory performance of this order, all such written delivery authorisations shall be deemed to be incorporated here in and made a part hereof.
- 12) We shall not be responsible for payment where proof of delivery effected cannot be given satisfactory by you.
- 13) All the goods received are subject to final approval for our factory inspection regarding quality and specification.
- 14) We reserve the right to cancel or amend this order or any part hereof without assigning any reason at any time. Supplier agrees that Tenneco may terminate work under this purchase order in whole or in part at any time by written notice to Supplier. In such case the following provisions shall control.Supplier shall cease all work, as to the terminated portion of the purchase order, upon receiving actual notice of such termination. Tenneco shall be liable to Supplier only for direct costs of such finished goods, work in process and raw materials as (i) authorized in writing by Tenneco in the Purchase Order and (ii) cannot be otherwise utilized. Tenneco shall not under any circumstances be liable to Supplier for any amounts not specified by this paragraph, including but not limited to lost profits, lost opportunities and consequential or special damages.
- 15) The company is not bound any orders placed by unauthorised persons and for any other verbal or other orders placed other than in the company's specified form.
- 16) IR,RMTC,ST forms & Invoice copy should be sent along with supplies.
- 17) We reserve the right to reject any quantity supplied before or after the delivery schedule mentioned hereof.
- 18) Supplier will be subjected to letter of agreement & standard terms & condition governing P.O.
- 19) For detailed terms and conditions see Tenneco supplier website www.tasupplier.com, www.tsp.tenneco.com - Supplier must comply with all requirements indicated in the Indian supplier terms and conditions, as well as the worldwide supplier terms and conditions as provided in the supplier website. By signing this purchase order Supplier confirms that he has consulted the Indian and worldwide supplier terms and conditions and that he agrees herewith. In case of any changes to the supplier terms and conditions, Tenneco will communicate these to Supplier, who will comply with the same.
- 20) Supplier hereby agrees to comply with all applicable Legal Requirements including Environment, Health and Safety regulations in force.