

standard Terms & Conditions

Acceptance:

Acceptance of a purchase order by the supplier will occur on the earlier of

- I. the supplier's written acceptance being received by the buyer; or
- II. within 2 business days after the purchase order is sent by the buyer to the supplier, provided the supplier has not rejected the purchase order within that period and will constitute acceptance of the purchase order by the supplier.
- III. Payment processed prior to inspection shall not constitute acceptance of material.

Price of Goods and/or Services supplied

The price specified in the purchase order is fixed. The price includes all costs of testing, inspection, labelling, packing and freight and delivery to and off-loading at the delivery point as specified in the purchase order.

GST

The Price at which the Goods and/or Services are provided by the Supplier to the Purchaser includes (unless otherwise stated or agreed in writing) GST, if applicable

- I. You are required to confirm your GST registration details i.e. GST number, name HSN/SAC code, address, email & mobile that is mentioned above. Any changes must be communicated to us before dispatch of material.
- II. You are required to issue tax invoice in compliance with GST law for all supplies.
- III. In case of any denial of Input tax credit due to any non-compliance with GST law by the vendor, V guard reserves the right to recover such Input tax Credit amount of the vendor along with interest & penalty if any incurred by V guard.

Packing

The supplier shall securely protect and pack the goods to withstand against loss, damages, corrosion and all other hazards in transit. The gross weight & net weight/length/numbers and batch number/ item name / plant name should be marked clearly in each container/packaging.

Dispatch of document:

The supplier must provide all the required documents including but not restricted to original tax invoice, Packing list, Test certificate, Bill of

Lading, LR Copy, E-way bill, Certificate of origin & other necessary documents as applicable.

The buyer has the right to recover any demurrage /penalty paid due to late receipt, non-receipt or non-compliance of dispatch documents from the supplier. The Purchase order number & invoice number should be clearly quoted in necessary documents.

Invoices

The Supplier must provide the Purchaser with a GST compliant tax invoice for the Goods and/or Services provided under this Agreement.

Each invoice must include:

- I. Purchase Order number;
- II. item number or item description as mentioned in Purchase Order
- III. a detailed description of the delivered Goods or performed Services (including sizes, quantities, weight, unit and price);

IV. GST number and HSN code/SAC code

V. Any other important document reference numbers.

The Purchaser will only accept invoices which bear such information and may require the Supplier to reissue a valid invoice prior to payment.

Delivery of Goods and Performance of Services

The Supplier must ensure that the Good and/or Services are delivered or performed (as applicable) at the Delivery Point on the Date for

Delivery. Any change in the Date for Delivery (or dates) be proposed by the Supplier for any reason, written acceptance from the buyer should be obtained.

Delivery Schedule Document, if any given by the buyer and agreed by supplier forms an integral part of the Purchase Order and delivery of

goods must comply with the date of delivery mentioned in delivery schedule document.

All supply shall be in compliance with EHS(Environmental health and safety) Standards.

Pre-Dispatch Information:

Pre-dispatch intimation to be given before the material is dispatched.

Quality & Warranty

I. The goods supplied should confirm to the agreed specification and drawings and shall be guaranteed for satisfactory performance against

faulty design, defective materials and faulty workmanship, during the mutually agreed warranty period commencing from the date of delivery.

II. Supplier should replace the part or product free of cost, found to be defective for the above reasons, within the warranty period as per the instruction of the buyer.

III. The buyer will have the right to recover any liquidated damages, the inward / outward freight charges or any repair charges incurred due to non-adherence of agreed quality standards.

IV. In cases where Supplier does not extend specific warranty, the buyer may, within 90 days of delivery of the Goods or performance of the Services at the Delivery Point, reject any Goods and/or Services which do not comply with the agreed quality standards.

V. Delivered quantities above tolerance levels will not be accepted / paid by VGIL. Vendor shall be responsible to arrange transportation of material to be returned, at its own cost.

Inspection

All goods are-subject to inspection by us and where stipulated by any other inspection agency nominated by us for this purpose. Rejected

goods shall be collected from our premises by the supplier, at their cost wherever applicable.

Bank Instructions

I. Where documents sent through bank or not received in time and the buyer is called upon to pay interest demurrage, wharf age and any

other expenses incidental thereto, such expenses shall be recovered from the supplier.

II. All the bank charges pertaining to the supplier's bank will be paid by supplier.

Subcontract

This order or any part thereof must not be sub contracted by supplier without the consent of the Buyer.

Property

The Supplier acknowledges that the tools, moulds, pattern, designs, any rights under patent, copyright, design, trademark or any other intellectual property right belonging to V-Guard (the buyer) and provided by the buyer are the exclusive property of the buyer and the Supplier shall not in any manner use the same for the manufacture of products for any other party or for itself. Further, the supplier shall not share any of the said intellectual property (IPR) owned by the buyer, including trademark, design packaging art works etc. or any such works, to any third party, without the written consent obtained from the buyer.

The Supplier warrants that the Goods and Services, and the Purchaser's reasonably foreseeable use of them will not infringe the Intellectual Property Rights of any person. The Supplier indemnifies the Purchaser against breach of this warranty

Disputes

I. In the event of any contradictions between the above conditions and the general conditions of the seller the buyer's conditions will prevail.

II. This contract shall be deemed to have been made at our location and all suits and proceedings relating to this contract/PO shall be instituted in any court of competent jurisdiction in Kochi.

III. The transit losses/damages are to the supplier's account.

Jurisdiction

All questions, disputes of differences arising under or out of the contract shall be subject to the exclusive jurisdiction of the courts in Kochi.