

Nestle Pakistan Ltd.

P.O. Box 874
Lahore 54000
Pakistan



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| Purchase order : 4544180476 | Date: 14.04.2015 | Printed: 14.04.2015 | | | | |
|---|---|---------------------|--|----------------------|------------|------------------|
| Vendor Number: 100174579 Hameed Automation Rehmat-ul Alamin Market 7-Nishtar Road Lahore 54000 Pakistan Tel: 042 7666944 Fax: 042 7664210 e-mail: | Terms of Deliv.: Currency: PKR Pakistani Rupee Delivery Date: 01.08.2015 Our Reference: Purchasing Contact: PK S & IM_OBSS Muhammad Muqaddas Asghar Tel: Fax: MUHAMMADMUQADDAS.ASGHAR@PK.NESTLE.COM | | | | | |
| Deliver To: PK PL Kabirwala Factory Kabirwala Factory Khanewal - Kabirwala Road, Kabirwala District Khanewal, 58250 Pakistan | Invoice To: Nestle Pakistan Ltd. STR03-08-2009-001-46 Accounts Payable Section 308 Upper Mall LAHORE PAKISTAN | | | | | |
| The Nestle Supplier Code: The Nestle Supplier Code establishes non negotiable minimum standards that we expect our suppliers to adhere to. The Code can be viewed on www.nestle.com/suppliers . By acceptance of this purchase order the Supplier commits to the requirements stipulated in the Code. In case of non-compliance with or rejection of a requirement, the Supplier is obliged to notify the Nestle buyer. Please quote PO number in Delivery Order, Invoices and all other correspondences. Please supply in accordance with the order given below subject to the general terms and conditions stated in the Contract or on the last page of this Purchase Order. | | | | | | |
| Terms of Payment : Due net within 60 days of invoice receipt | | | | | | |
| Item | Material No. | Vendor Mat. No. | Description | Delivery Date & Time | Price/Unit | Net Value |
| | Quantity | Unit | | | | |
| 10 | 146247238 | | Contactor Magnetic Telemecanique LCI-D80 | | | |
| | 2 | each | | | 14,700.00 | 29,400.00 |
| Type ECJ 16 G 115-280ZT Serial No 87015110 Mfg Year 2001 | | | | | | |
| Total net value exclusive of tax | | | | | | 29,400.00 |

| Item | Material No. | Vendor Mat. No. | Description | |
|-------------------------------------|--------------|-----------------|----------------------|---------------------|
| | Quantity | Unit | Delivery Date & Time | Price/UnitNet Value |
| PO approved by | | | | |
| Irfan Malik 14.04.2015 15:32:53 CET | | | | |

Purchase Order Terms & Conditions

General Terms and Conditions (Goods)

QUALITY

Supplier shall deliver goods conforming to Nestlé's specification/s. Supplier guarantees that all packing materials are free from foreign and/or obnoxious odor, foreign matter and/or ingredients harmful to Nestlé's products. Goods are subject to our inspection on arrival at destination. All goods not fully up to our specifications will be rejected. In such event, Nestlé' shall have the option to decide whether such rejected goods would be replaced or Nestlé shall deduct the total value of the rejected material from the payment/s due to Supplier. Replacement if required shall be made as speedily as possible. Supplier shall immediately withdraw rejected goods from the premises of Nestlé unless Supplier specifically requests for temporary storage, which shall be at the expense and risk of Supplier. Nestlé reserves the right to charge storage fees for rejected goods not collected within one week from notification of rejection. Supplier may not substitute goods with another and change material combination without the prior written agreement of Nestlé. In case of machinery or item requiring installation, the supplier shall install to the agreed drawing and specification.

WARRANTY

Supplier warrants the Goods as genuine and conforming to agreed specifications, of very good quality, free from defects, whether patent or latent, in material or Workmanship. For machinery & equipment, supplier in addition to the implied warranties provided for by law, will guarantee its performance and service.

QUANTITY TOLERANCE

Unless expressly agreed in writing in advance of the event, any deviation in quantities will not be accepted. For locally produced raw & packing materials for Nestlé exclusively, having nonstandard pack size or multi stage production process, or direct agricultural products, our maximum tolerance limit is 5%.

STORAGE & SHIPMENT

Storage shall be in a dry, clean place, away from direct sunlight and must be bird, insect and rodent proof. Shipment shall be in clean, dry vehicles. If open deck transports are used, coverings and tarpaulins must be fixed over load prior to vehicle's departure from loading point and remain in place until discharged.

FOOD REGULATIONS

Supplier guarantees that as of date of shipment, materials supplied conform to all Pakistani regulations covering food products, their additives and packing materials, unless otherwise stated. In case of imported products or ingredients, they must be fit for human consumption, having 75% shelf life at the time of receipt in Pakistan, free from Haram animals or products, each pack or carton to declare "Halal" and indicate manufacturing / expiry dates. Each supply must accompany certificate of analysis.

PACKING & GOODS IDENTIFICATION

Unless stated to the contrary on the face of this Contract / Purchase Order, all parcels delivered must be properly packed to withhold rough handling, easily stackable and clearly marked with goods name, quantity in parcel, Supplier's name, batch code, with manufacturing and expiry dates.

DELIVERY DOCUMENTS

All delivery documents, waybills, etc. must show this Contract / Purchase Order number in addition to description of goods.

DELIVERY TIME

Orders not delivered by due date stated herein or as specified by Nestlé in related documents, may be cancelled at Nestlé's discretion.

ACCEPTANCE OF DELIVERY

Delivery to Nestlé shall constitute actual acceptance only after thorough inspection and approval of the goods. Goods are received at buyer' premises between 9.00 AM to 3.00 PM on working days.

INDEMNITY

The supplier shall indemnify Nestlé in respect of the claims, suits, complaints raised by third parties, person, companies, firms, authorities, Government Departments, etc in terms of goods, services provided under the Contract / Purchase Order.

INVOICE / SHIPPING DOCUMENTS

Invoicing by the supplier shall cover only those goods that are actually supplied to and accepted by the Nestlé. Commercial Invoice shall always indicate itemized breakdown of quantities and corresponding values of all materials that are shipped to us and also show this contract / purchase order number. In case the actual freight charges vary from the estimated charges indicated on the Proforma or invoice, the actual freight shall be charged and same to appear on the commercial invoice.

INTELLECTUAL PROPERTY RIGHTS

Supplier guarantees that materials supplied do not infringe on any intellectual property rights of any party, including but not limited to, any Patent, Trademark or Brand Name registered or enforceable in Pakistan and shall indemnify Nestlé against any liability or damages, arising from intellectual property right infringement and shall defend any action brought about against Nestlé for any such claim for liability and/or damages. All intellectual property produced or created pursuant to, in consideration of, or as a consequence of, this Contract, are and shall remain the sole property of Nestlé. The Supplier shall claim no right to such intellectual property.

General Terms and Conditions (Services)

MANNER OF PERFORMANCE

Supplier undertakes to perform his/its obligations herein contracted for pursuant to his/its own manner and method, free from control and direction of Nestlé, in all matters connected with the performance of such obligations, except as to the results thereof.

COORDINATION

Supplier shall make himself/itself available at all times for coordination meetings with Nestlé' s designated representative to ensure completion of work within the period specified in the Contract / Purchase Order, without prejudice to Supplier's control over his/its method of accomplishing the services subject of this Contract / Purchase Order. Supplier may recommend actions related to the scope of work, which Nestlé may adopt at its discretion.

MATERIALS

Any material, which Nestlé may deliver or may come to Supplier's possession in relation to this Contract / Purchase Order, shall be the exclusive property of Nestlé. Supplier shall exclusively use the same to perform his/its obligations under this Contract / Purchase Order, and shall deliver the same to Nestlé upon request or upon Completion or termination of this Contract / Purchase Order.

LIABILITY FOR DAMAGES TO THIRD PERSONS

Nestlé shall not be liable for any personal injury or property damage suffered by the employees and / or any subcontractor of Supplier in the performance of Supplier's obligations under this Contract / Purchase Order. Supplier holds Nestlé free and harmless from any claims arising from any personal injury and property damage suffered or alleged to be suffered by any person in the course of Supplier's performance of its obligations under this Contract / Purchase Order. For this purpose, Supplier shall obtain any insurance policy to cover his/its operations against all risks, including, but not limited to life, injury, third party liability, health and medical expenses, during the subsistence of this Contract / Purchase Order.

EMPLOYER-EMPLOYEE RELATIONSHIP

It is understood that the relationship between Supplier and Nestlé is that of an independent contractor and client. There shall neither be any employer-employee relationship between Supplier and Nestlé, nor between Nestlé and the employees and/or subcontractors, if any, of Supplier. In no case shall Supplier and/or his/its employees and/or subcontractors, if any, be deemed or considered in any respect as employees or agents of Nestlé. Consequently, Supplier shall be exclusively responsible for the salaries, wages, and / or fees including overtime and other legal benefits, of its employees and/or subcontractors, if any, and shall hold Nestlé free and harmless from any claims made by Supplier's employees and/or any subcontractor, for compensation, separation pay, medical expenses.

and any other remuneration, benefits, and privileges, whether proven or alleged, made before any judicial or any other such body; and this duty to hold free and harmless shall include reimbursement of reasonable attorney's fees and other expenses incurred by Nestlé in defending against such claims.

General Terms and Conditions (Applicable to Goods and Services)**SUPPLIER'S PERFORMANCE**

Supplier shall maintain the service performance levels and/or standards separately set by Nestlé, failing which, Supplier shall be in breach of this Contract/Order. CO-PACKING

Nestlé has the right, without any obligation, to deliver any of supplier's material for reprocessing, repacking or producing any of Nestlé's products or ingredients from any of their subcontractor or manufacturer but will not sell to supplier's competitor.

RIGHT TO SOURCE FROM OTHER SELLERS

In the event of Supplier's failure to deliver or non-compliance with the terms and conditions under this Contract / Purchase Order, Nestlé may purchase Goods or secure the services from other Suppliers. If Nestlé is compelled to source the Goods/Services at a higher price due to Supplier's failure to supply the goods or render the services for any reason whatsoever (e.g. delay, inventory shortage, force majeure, etc.), the additional costs may be charged to Supplier, together with compensation for all damages suffered by Nestlé on account of Supplier's breach; provided that in the case of Purchase of Goods, Nestlé called for delivery of the Goods within the lead-time herein agreed upon, if any.

PENALTY CLAUSE

In the event that supplier fails to deliver the goods as agreed, or Supplier fails to comply with the terms and conditions of this Contract / Purchase Order. Nestlé may, at its discretion, recover an amount equivalent to 25% of the total cost or consideration under this Contract / Purchase Order as penalty, without prejudice to any other claim for actual and other forms of damages, which Nestlé may be entitled to under the law.

ASSIGNMENT OF CREDIT

Supplier shall neither assign nor pledge to a third party any sum or benefit due from Nestlé without its prior specific, written consent.

GENERAL APPLICABILITY OF SECURITY

Any security or collateral that Supplier submits or obtains to secure Supplier's due performance of its obligations under this Contract / Purchase Order, may be applied against any other unpaid obligation/s that Supplier may have to Nestlé, under any other past, present or future contract/agreement/purchase order that Supplier may have with Nestlé.

CROSS DEFAULT CLAUSE

If, aside from this Contract / Purchase Order, Supplier has entered, or in the future will enter, into other contracts/agreements with Nestlé or with Nestlé's subsidiaries and/or affiliates, Supplier hereby warrants and undertakes that he/itwill comply with all of his/its obligations under the said contracts/agreements. Failure on the part of Supplier to comply with his/its obligations under such contracts/agreements with Nestlé and/or with any of its subsidiaries and/or affiliates shall constitute default or violation under this Contract / Purchase Order. Conversely, any such default or violation by Supplier under this Contract / Purchase Order shall constitute default or violation of the other contracts/agreements with Nestlé or its subsidiaries and/or affiliates. In both instances, Nestlé shall have the absolute right to terminate all such existing contracts/agreements, including this Contract / Purchase Order, on the ground of default or violation as herein provided.

AUTHORITY TO APPLY PAYMENTS

Any amount or receivable due from Nestlé in favor of Supplier under this Contract / Purchase Order may be applied by Nestlé to any unsettled claim against and/or unpaid account of Supplier under this Contract / Purchase Order or any other contract/agreement between Nestlé and Supplier, and/or under any other contract/agreement between Supplier and any of Nestlé's subsidiaries and/or affiliates. For this purpose, Supplier hereby grants unto Nestlé the absolute and irrevocable power and authority to apply any amount due to Supplier under this Contract / Purchase Order to any unsettled claim of Nestlé or unpaid account of Supplier under this Contract / Purchase Order or any other contract/agreement between Nestlé and Supplier, and/or under any other contract/agreement between Supplier and any of Nestlé's subsidiaries and/or affiliates.

Vendor Payment Cycle

Invoices which are matured / due for payment between:

1st to 10th of the month - payment shall be made on 11th of the same month.

11th to 20th of the month - payment shall be made on 21st of the same month.

21st to 31st of the month - payment shall be made on 1st of the following month.

In case any payment date falls on weekend or on holidays, Payment shall be made on next working day.

NESTLE'S CORPORATE BUSINESS PRINCIPLES

Supplier hereby subscribes to Nestlé's Corporate Business Principles and will comply with any and all laws and regulations applicable in the countries it operates including without limitation, local and national laws and regulations as well as applicable international treaties. Nestlé or its authorized representatives may conduct inspections of supplier's facilities. The principles can be viewed on <http://www.nestle.com/aboutus/businessprinciples>.

In case you need to report any non-compliance please use the procedure defined at following link

<http://www.nestle.com/aboutus/businessprinciples/report-your-concerns>

CONFIDENTIALITY

Supplier and his/its employees shall keep confidential any information or data about Nestlé or Nestlé's business and affairs. This obligation survives the termination of this Contract / Purchase Order for any reason.

REMINDER

In case of non-receipt of payment as per agreed terms, please remind with duplicate copy of your invoice and statement of accounts.

TAXES

Supplier warrants full settlement of any or all taxes, whether national or local, appurtenant to the Goods or Services covered by this Contract / Purchase Order. In case supplies are chargeable to sales tax, the commercial invoice should accompany sales tax invoice showing our sales tax registration number. Nestlé, while making payment for goods / services supplied, will deduct applicable income tax at source if valid exemption certificate is not provided along with Supplier's invoice.

UNDOCUMENTED ORDER

Nestlé shall not be obliged to pay for goods delivered or services rendered that are not covered by this Contract / Purchase Order. This Contract / Purchase Order contains all the agreements between parties and any amendment hereto shall have binding effect only when made in writing and signed by the authorized representatives of both parties.

MODIFICATION

This Contract / Purchase Order can only be amended by mutual consent of the parties in writing.

SAVING CLAUSE

Should any provision of this Contract / Purchase Order be held or declared null and void, the remaining provisions of this Contract / Purchase Order shall remain in full force and effect.

NON-WAIVER OF RIGHTS

Nestlé's failure or refusal to strictly exercise its rights under this Contract / Purchase Order shall not be construed as a waiver of such right and such right shall continue to subsist unless Nestlé, through its authorized representative, expressly waives it in writing.

VENUE OF COURT ACTION

This contract shall be governed and construed in accordance with Pakistani law and the supplier hereby submits to the jurisdiction of the Lahore Courts only. The uniform law on the International Sale of Goods and the Formation of Contracts for the International Sale of Goods shall not apply to this contract.

FORCE MAJEURE

Neither party hereto shall be held responsible for any delay or failure to perform any or its entire obligation hereunder if such default is attributable to force majeure. The expression force majeure shall mean causes beyond the control of either party and shall include industrial disputes, power breakdown, break down of machinery, fire, floods, weather conditions, mobilizations, war, insurrection, civil commotion or operations of law.

CONTRACT EXTENSION

Should the quantities covered by this contract are not fully delivered at the end of the contract period, Nestlé shall have an option to extend the validity of this contract for the time of 30 days from the last date of the contract. After the end of the extension period, Nestlé shall not be responsible for the remaining stock available at the supplier's premises, which were manufactured against the contract.

TERMINATION

Either party can request this contract to be terminated. If a termination is to be taken, either party will give a minimum of 1 (one) month's notice in writing. However, Nestlé in its sole discretion, due to poor services and quality, may terminate this agreement forthwith by giving a notice in writing to the Supplier.

GENERAL

INSTRUCTIONS AND CONDITIONS SET OUT IN THIS ORDER SHALL BE STRICTLY FOLLOWED, OTHERWISE SUCH FAILURE WILL RENDER THE ORDER NULL AND VOID BUT WITHOUT PREJUDICE TO NESTLE'S RIGHTS TO CLAIM DAMAGES AGAINST THE SUPPLIER FOR BREACH OF CONTRACT.

We thank you in advance for your faithful execution of, and diligent compliance with, this Contract/ Purchase Order.