

C&S Electric Ltd
 Plot No 63 NSEZ NOIDA Gautam Budh Nagar
 Uttar Pradesh-201305 India
Telephone : (+91-120) 3874871
GST No. 09AAACC0909K2ZQ

Release Order

Release Order

ONE87 GLOBAL TRADEPEX PRIVATE LIMITED A-25, PHASE II GAUTAM BHUDHA NAGAR NOIDA UTTAR PRADESH India 201306 E-mail id : one87global@gmail.com Contact Person : Mr. Puneet Sriv Contact No : 9560042351 , 9354832195	Supplier No. : 17876 PAN No.: AACCO8099E GST Reg No.: 09AACCO8099E1Z1 State Code: 09 State: Uttar Pradesh Site: NOIDA	PO Number : 25114500044 Release Number : 40 Release Date : 28-FEB-25 Revision Number : 0 Revision Date : Type : Document Type : BLANKET
--	---	--

Please arrange to supply the following against this order in accordance with the terms & conditions printed here below & overleaf.

S.No	Supplier Item Code	HSN/SAC CODE	Item Code	Drg./Prj. No.	Rev	Description	Unit	Quantity	Rate (INR)	Amount (INR)
337 46		85381010	PRFL0021		0	PROFILE (FIX) LC1F330	Each	50	388.61000	19,430.50
337 47		85381010	PRFL2195		0	PROFILE (F) LC1FX/F780 / TCPD0475	Each	10	602.22000	6,022.20
337 48		85381010	SHMT0238FG		0	SUPPORT FIX (NO) CRCA CB15A310(TC1D25)	Each	1000	00.75000	750.00
337 49		85381010	SHMT7658		0	SUPPORT (M) FOR TC1DT804Ne / TC/RE/D2/1369	Each	1000	11.57000	11,570.00
337 50		85381010	SHMT0246		0	SUPPORT (F) NO D25 / TC374252	Each	1000	06.02000	6,020.00
Sub. Total									:	43,792.70

Tax Type	Rate(%)	Amount (INR)
Freight Inward - SEZ_INWARD_FREIGHT_ADHOC		
Packing & Forwarding - SEZ_PACKING & FORWARDING_ADHOC		
Insurance Inward - SEZ_INWARD_INSURANCE_ADHOC		
Integrated Goods & Services Tax - SEZ_IGST_0%	0.00	0.00
Freight Inward - SEZ_INWARD_TP_FREIGHT_ADHOC		
Grand Total :		43,792.70

Special Instructions :

Insurance covered against our S.T.O.P. POLICY NO 0865102050 valid upto 30-Sep-2024 Issued by TATA AIG General Insurance Company Ltd., Mumbai

Your bill must accompany the supplies to entitle you for payment as per agreed terms.

All supplies should be accompanied with E-Way bill for value greater than Rs. 50,000.00.

Payment Terms :	MSME-45 Days after MRN/SRN	For C&S Electric Ltd.	For C&S Electric Ltd.
------------------------	----------------------------	----------------------------------	----------------------------------

C&S Electric Ltd

Plot No 63 NSEZ NOIDA Gautam Budh Nagar

Uttar Pradesh-201305 India

Telephone : (+91-120) 3874871

GST No. 09AAACC0909K2ZQ

Freight and Insurance :		(Prep & Checked by)	(Authorised Signatory)
Mode of Dispatch:			
Total Amount in word:	Forty-Three Thousand Seven Hundred Ninety-Two And Seventy Paise Only (INR)		
PLEASE PROVIDE THE COPY OF REGISTRATION CERTIFICATE IF YOUR UNIT IS COVERED UNDER THE MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPEMENT ACT,2006			

** For schedule "Annexure Attached"

Annexure

ONE87 GLOBAL TRADEPEX PRIVATE LIMITED A-25, PHASE II GAUTAM BHUDHA NAGAR NOIDA UTTAR PRADESH India 201306 E-mail id : one87global@gmail.com Contact Person : Mr. Puneet Sriv Contact No : 9560042351 , 9354832195		Supplier No. : 17876 PAN No.: AACCO8099E GST Reg No.: 09AACCO8099E1Z1 State Code: 09 State: Uttar Pradesh Site: NOIDA	PO Number : 25114500044 Release Number : 40 Release Date : 28-FEB-25 Revision Number : 0 Revision Date : Type : Document Type : BLANKET
Delivery Schedule : (In one lot against each scheduled)			

Item S.No.	Supplier Item Code	HSN/SAC CODE	Item Code	Item Descrtiption	Ship. No.	Sch. Qty.	Promised Date
		85381010	PRFL0021	PROFILE (FIX) LC1F330	3	50	15-MAR-25
		85381010	PRFL2195	PROFILE (F) LC1FX/F780 / TCPD0475	1	10	15-MAR-25
		85381010	SHMT0238FG	SUPPORT FIX (NO) CRCA CB15A310(TC1D25)	5	1000	15-MAR-25
		85381010	SHMT7658	SUPPORT (M) FOR TC1DT804Ne / TC/RE/D2/1369	4	1000	15-MAR-25
		85381010	SHMT0246	SUPPORT (F) NO D25 / TC374252	2	1000	15-MAR-25

C&S Electric Ltd
 Plot No 63 NSEZ NOIDA Gautam Budh Nagar
 Uttar Pradesh-201305 India
Telephone : (+91-120) 3874871
GST No. 09AAACC0909K2ZQ



General Terms & Conditions of Purchase Order

1. Scope

Terms & conditions stated in the Purchase Order ("PO") shall be final & conclusive for procurement of goods & services. Any variation shall be effective on written consent of C&S Electric Ltd. ("C&S") No new terms stated by the supplier ("Vendor") while accepting or acknowledging the PO shall be binding upon C&S unless accepted in written. If there is valid Framework Agreement for procurement of goods & services ("Frame Agreement") between the parties, then the provision of Frame Agreement shall supersede & prevail the general terms of the PO in case of any inconsistencies.

2. Packing & Price

The goods should be properly packed by the Vendor to avoid any kind of damage and/or formation of rust during transportation or storage. The goods should be marked and tagged with the relevant identification labels.

The prices governing this PO shall remain firm until completion of supply / work and shall be inclusive of packing, transportation, insurance & delivery at designated place as mentioned in the PO. In case of damages and/or short delivery of the goods, the Vendor shall settle the matter with Insurance department at his own cost & risk.

In case of ex-work delivery, with freight in scope of C&S, the goods shall be dispatched through authorized transporters/couriers/ of C&S as informed from time to time. In case of damages and/or short delivery of the goods, the Vendor shall assist C&S in all aspects in claiming Insurance claims & third parties claim.

The Vendor should communicate to C&S the dispatch details well in time. Vendor shall be responsible for providing proper GST invoice along with dispatch documents in a manner as prescribed by the government, for C&S to avail 100% credit against GST payment. In case C&S is not able to avail the credit due to the reason attributable to the Vendor then the 100% GST paid by C&S, will be recovered by debiting from vendor's dues.

Where scope includes installation, commissioning or otherservices of the Vendor, the transfer of risk occurs on issuance of completion certificate and where scope does not include installation or commissioning, the transfer of risk shall be occurring upon delivery of the goods.

Any supplementary costs arising from the need to meet the delivery deadline mentioned in PO shall be borne by the Vendor.

3. Delivery Term and Penalty for Breach

Delivery time is the essence of this PO. The Vendor shall deliver the goods/service within the delivery period mentioned in the PO. If the Vendor fails to deliver the goods/service within delivery period, the C&S may, at its sole discretion and without prejudice to any other rights and remedy, recover the liquidated damages at the rate of 1% per week for the unexecuted part of the PO value subject to maximum 10% of the PO value. In addition, C&S reserves the right to purchase/avail the goods/services from other sources at Vendor's risk and cost.

The quantity of the goods delivered shall not be greater than the specified quantity in the PO. C&S reserve the right to reject the excess quantity without any liability.

4. PO acknowledgement

PO acknowledgement must be sent to by Vendor within 7 calendar days from the date of the PO and in the event of non-receipt thereof within the period stipulated it would be treated as acceptance of the PO by vendor.

Any amendments or additions or alterations to the PO shall only be effective & valid if C&S issues amended PO.

5. Force Majeure

If performance by either party under this PO is prevented by reasons of any war, hostility, acts of the public or enemy, civil commotion, nationwide disturbances, riots, sabotage, fire, flood, earthquake, explosion, epidemic, quarantine restrictions, acts of God or any other similar reasons or circumstances beyond the control of the parties (hereinafter referred to as 'Eventuality'), provided, notice of the happening of any such Eventuality is given by either party to the other within fifteen (15) days from the date of the occurrence thereof, then neither party shall, by reason of such Eventuality be entitled to terminate this PO, nor shall either party have any claim for damages against the other in respect of such non-performance. The work under this PO shall be resumed as soon as practicable after such Eventuality has come to an end or ceased to exist. Whether the Eventuality has come to an end or ceased to exist will be deliberated and mutually settled. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Eventuality lasting for a cumulative period of 90 days, both the parties shall consult each other regarding the further implementation of the PO. If the parties could not reach to any amicable resolution, then either party may terminate the PO by giving 15 days' notice.

6. Examination/Rejection of Goods

All goods, services & raw material etc. should be new and conform to latest Indian and International Standards, merchantable quality, meet the Quality Assurance Plan, as per the approved samples, drawing, specification and fit for the purpose. C&S or its representative reserves the right to inspect the goods, services & raw material etc. at any stage. In case of any non-conformity, C&S may reject and return the said goods, services & raw material etc. at Vendor's risk and cost.

7. Product Warranty

The Vendor shall be responsible and be liable to replace or repair free of cost the goods/services supplied under the PO or any part thereof on account of any defect in the goods, poor workmanship, defective process, defect design, mishandling, damages etc. brought to the notice of the Vendor within the Warranty/DefectLiability Period of 24 months from the date of delivery/acceptance of the work, unless otherwise specifically described in the PO.

In all cases the To & Fro freight and insurance charges will be to the Vendor's account. All replacement(s) and shall be of the same make, quantity and specifications as mentioned in PO.

If the Vendor failed to take action (repair/replacement) within 10 days after receipt of notice from C&S, the C&S may engage third party to carry out the necessary repair/ modifications/ replacement without effecting Vendor's contractual obligations in this regard. The cost incurred by C&S for third party repair, modification or replacement will be charged to the Vendor.

C&S Electric Ltd
 Plot No 63 NSEZ NOIDA Gautam Budh Nagar
 Uttar Pradesh-201305 India
Telephone : (+91-120) 3874871
GST No. 09AAACC0909K2ZQ



General Terms & Conditions of Purchase Order

8. Invoices and Payments

The invoice/bills for goods and services must be submitted in triplicate bearing the Vendor's GST Registration Number, Vendors PAN/TAN Number, along with the required forms as specified in the PO such as – item code, description of goods and services, quantity, PO no. Vendor code, challan no. and date. Failure to comply with these instructions would delay the acceptance of the goods and services and ultimately delay in settlement of the Vendor's bills.

All payments under the PO shall be paid by C&S as mentioned in the PO.

9. Excess/Short Supply

Any loss or damage which the C&S may suffer from excess/short supply will be to the Vendor's account in full. C&S reserves the right to vary the quantity up to +/-15% of the ordered quantity, without any price implication.

10. Intellectual Property Rights and other Rights

The Vendor shall represents and warrants that sale or use of the goods and services, shall not infringe any Indian or foreign patent, trademark, registered design or any other intellectual property rights etc.

The Vendor shall keep C&S, its representatives, employees, agents, successors, assigns, indemnified and harmless against all claim's damages, legal proceedings (including costs & expenses of litigation) if any, incurred or suffered by C&S by reason of the use by, or on behalf of the Vendor, of any goods, equipment or drawing/ documentation or any part thereof.

All drawings, specifications and manuals and all specific designs, furnished by the Vendor shall be the property of the C&S and C&S shall be entitled to use the same for the intent and all purposes of this PO without any let, hindrance or demand of additional consideration from Vendor.

11. Confidentiality

All Intellectual property of C & S drawings, samples, technical data, Tools & Dies, shared by C&S to the Vendor shall be kept as confidential and secret and shall not be used in any manner contrary to the interest of C&S. All Intellectual property of C & S shall be returned to C&S as and when demanded. The Vendor shall not reproduce C&S code and drawing except on relation to supplies to be affected to C&S. Failure to comply this condition shall make the Vendor liable for breach of trust and other action as may be deemed fit by C&S.

The product and part thereof manufactured by the Vendor by using Intellectual property of C & S must not be used/manufactured/sold or divulged by Vendors for/to any party other than C&S. If the Vendor manufactures excess quantity than the Order, he shall preserve the same for ultimate sale to C&S for their future demand, (if any) or alternatively the Vendor should destroy the products so manufactured by him. On no account Vendor shall sell the said product to any other party without written permission of C&S. Failure to comply with these conditions shall make Vendor liable for breach of trust and other action as may be deemed fit by C&S.

If the Vendor has developed any special jigs/fixtures for manufacturing of items as per the C&S drawings, C&S will have

first right to purchase the same from the Vendor at the reasonable price in the instance of the Vendor stopping business or manufacturing of these products. Further any breach will lead to various actions including legal actions and/or penalties as may be deemed fit by C&S.

12. Subcontracting to Third Parties

Subcontracting/assigning to third parties for supply of goods & services as per C&S PO shall not take place either in whole or in part without the prior written consent of C&S, which C&S may grant or deny as per its discretion and violation of same shall entitle C&S to cancel this PO in whole or in part and claim damages.

13. Environmental Protection, Duties to Declare

Should Vendor deliver products, which are subjected to statutorily imposed substance restrictions and/ or information requirements (e.g., REACH, RoHS), Vendor shall declare such substances beforehand to C&S. The foregoing shall only apply with respect to laws which are applicable at the registered seat of the Vendor or C&S or at the designated place of delivery requested by C&S. Furthermore, Vendor shall also declare all substances which are set out in the so-called "Purchaser's list of declarable Substances" applicable at the time of delivery in the manner described above.

14. Right to Terminate and Cancel

In case the Vendor commits any breach of terms and conditions or abandons the work agreed upon under this PO, then C&S shall notify such breach or the fact of abandonment to Vendor. If the Vendor fails to rectify the breach or fails to resume the work, as the case may be, within 15 days from the date of receipt of notice, to the satisfaction of C&S then C&S shall be entitled to terminate this PO on the expiry of said 15 days.

If the Vendor becomes subject of proceedings under any bankruptcy or insolvency law, or other law or procedure for the relief of financially distressed debtors, or is unable, or admits in writing its inability, to pay its debts as they mature, or takes or suffers any action for its liquidation or dissolution due to such insolvency, or has a receiver or liquidator appointed for all or any part of its assets then C&S shall be entitled to terminate this PO by giving a notice of 7 days to the Vendor.

In case of termination of this PO for the reasons mentioned above, C&S shall get the remaining portion of the goods/work completed through another vendor. In such eventuality differential cost between the alternative arrangement made by C&S to get the work completed and value of this PO shall be paid by the Vendor to C&S along with other incidental costs and expenses.

15. Right of Entry

C&S representative/team has right to enter Vendor's place of manufacturing, processing or any other premises at any time, with prior intimation for inspection and audit of goods, process, books etc. The Vendor shall cooperate fully with C&S representative / team.

C&S Electric Ltd
 Plot No 63 NSEZ NOIDA Gautam Budh Nagar
 Uttar Pradesh-201305 India
Telephone : (+91-120) 3874871
GST No. 09AAACC0909K2ZQ



General Terms & Conditions of Purchase Order

16. Assignment

C&S is entitled to assign this Order or any part thereof, or any right, benefit or interest therein or there under, to any of its affiliate, associate, group company, nominee, banks or financial institutions with prior intimation. The Vendor shall not assign the Order or any part thereof, or any right, benefit or interest therein or there under, to any third party, without the prior written consent of the C&S.

17. DISPUTE SETTLEMENT / APPLICABLE LAW

If any dispute arises between the parties in connection with this PO, the parties shall endeavor, in good faith, to negotiate and settle such dispute amicably before referring the dispute for mediation and arbitration. A senior management representative of each party shall participate during such negotiation for settlement. Each party shall be entitled to terminate these negotiations by sending written notice to the other party within the period of 30 days from the date of commencement of such negotiation.

If no amicable settlement is arrived between the parties within 30 days from the date of commencement of negotiation for amicable settlement of dispute, the parties shall refer the disputes to mediation facilitated by a mediator. The parties will choose the mediator by agreement. If parties fail to arrive at an agreement to appoint mediator within 30 days from the date of failure of negotiation for amicable settlement or if the mediation fails the parties shall refer the dispute to the arbitration and the same shall be resolved finally in accordance with provisions of the Arbitration and Conciliation Act, 1996 and any modifications thereto and re-enactments thereof from time to time by mutually appointed Sole arbitrator.

The seat of arbitration shall be Delhi, India. The language to be used in the arbitration proceeding shall be English. Each party submits to the jurisdiction of courts of Delhi for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions. This PO shall be governed by and construed in accordance with the laws of India.

The Vendor shall keep C&S, its directors, officers, employees, agents and customers indemnified and harmless against any claims, demands, action, costs, charges, expenses etc. arising out of any act, omission, commission or breach of any provision on the part of the Seller under this PO. The indemnity obligation of the Vendor is a continuing indemnity and survives termination or expiration of this PO.

The Vendor shall, for the purpose of performing its obligations hereunder, shall comply with C&S Code of Conduct, Environment, Health and Safety ("EHS") requirements, applicable anti-corruption laws and regulations, all laws, rules, regulations, byelaws, directions modifications, guidelines, etc. of the concerned authorities, whether Central, State or Municipal, as applicable, hereby agrees to indemnify and keep harmless the C&S against all damages, costs litigation if any incurred or suffered by C&S due to any omission or commission of Vendor in this regard.

18. Reservation Clause

The Vendor shall comply with all the industry standards applicable time to time including any change, modification therein.

The Vendor shall comply with all applicable national and international (re-) export control regulations and more specifically

to Federal Republic of Germany, of the European Union and of the United States of America. Every invoice shall state related ECCN or AL number for the good(s) or product(s) supplied, if applicable. The Vendor shall indemnify and hold harmless the C&S from and against any claim, cost, damages, etc arising out of or relating to any noncompliance of the same.

C&S shall not be obligated to fulfill this Order if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

19. Data Privacy

The Vendor shall, for the purpose of performing its obligations hereunder, shall comply with Data Protection and Data Privacy laws and regulations and hereby agrees to indemnify and keep harmless the C&S against all damages, costs litigation if any incurred or suffered by C&S due to any omission or commission of Vendor in this regard.

20. Cybersecurity Clause

Vendor shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Vendor's operations as well as products and services and there should not be any threat of Cyber-attack. The Vendor shall oblige to comply with applicable Cybersecurity compliance under the Indian law and notified by C&S, if any.

21. Tax Compliance

Vendor shall fulfil and comply with all the taxes, cess and duties including but not limited to GST which are charged on an invoice/claimed from C&S, payable to the Government on their respective due dates. Vendor is also required to ensure complete compliance in this regard as per the applicable law in force in India. In the event of any default noticed by C&S in adhering to the aforementioned obligations, either from its own enquiry or from an enquiry from any statutory authority or on account of any disallowance of any input tax credit to C&S, the C&S reserves its right to recover or deduct the tax amount so defaulted along with interest and penalty as per the applicable laws, without prejudice to any other remedies available to C&S under the law and contract. Furthermore, the payments will be released only after all the relevant documents as required/requested by C&S and the statutory authorities to receive the tax input credit has been duly submitted by the Vendor.

22. EnMS (Energy Management System): Suppliers shall fulfill and comply with energy efficient product and service requirements as addressed in description.

v0.2_Jan'23'

3