



TPR AUTOPARTS MFG. INDIA PVT. LTD.

Factory: Plot No. SP2-37 & SP2-38(A), Japanese Zone, New Industrial Complex, Majrakath, Neemrana - 301 705 Distt. Alwar, Rajasthan - India. Tel.: 01494-246092 Fax: 01494-246098

PURCHASE ORDER

Invoice To TPR Autoparts Mfg. India Pvt. Ltd. SP2-37 & SP2-38 (A) Japanese Zone, Phase-III, New Indl. Complex, Neemrana -301 705, Rajasthan - INDIA GSTIN/UIN: 08AACCT9433D1ZC CIN: U34300DL2008FTC175958	Purchase Order NO TPRI/19/02/798	Dated 11-Feb-2019
Supplier Sato Argox India Pvt. Ltd. V.R Complex, Building No. 141/E,, India Corporation Compound, Opposite Gajanan Petrol Pump,, Near Mankoli Naka, Bhiwandi, Thane, Maharashtra-421302 State Name : Maharashtra, Code : 27 GSTIN/UIN : 27AAQCS8701F1Z2	Quotation No 1800520702201910 Dated 7th Feb, 2019	Mode/Terms of Payment As Mentioned Below
	Despatch through	Other Reference(s) GST Extra As Applicable
	INDENT No. 597	Destination TPR, Neemrana, Rajasthan
	Terms of Delivery 16-24 Weeks From Purchase Order Date.	

Dear Sir/Madam,

We are pleased to place the Purchase order for the following on you, subject to our terms & conditions overleaf.

Sl No.	Description of Goods	Part Code	DIR/Stock Code	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
1	WIP & WMS Software - for Barcoding <i>Customized Software Development As Per the Shared And Agreed Scope Including 1 Year Warranty.</i>		/	8523	1 Nos	3,000,000.00	Nos		3,000,000.00
2	Implementation of WIP & WMS Software for Barcoding <i>Implementation and Installation & Testing of WIP & WMS Software.</i>		/	9987	1.0 Job	434,000.00	Job		434,000.00

continued ...

SUBJECT TO BEHROR, RAJASTHAN JURISDICTION

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Doc. Ref.:	F02(P-PUR-02)
Rev. No.:	

*Note: Please Refer Overleaf - Terms & Conditions.

TPR

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PURCHASE ORDER(Page 2)

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	INDENT No. 597	Destination TPR, Neemrana, Rajasthan
	Terms of Delivery 16-24 Weeks From Purchase Order Date.	DATE 7-Feb-2019

Dear Sir/Madam,

We are pleased to place the Purchase order for the following on you, subject to our terms & conditions overleaf.

Sl No.	Description of Goods	Part Code	DIR/Stock Code	HSN/SAC	Quantity	Rate	per	Disc. %	Amount
3	Project Management Cost for Barcoding System <i>Other Terms & Conditions:</i> >Payment: I) 20% Adv. with PO Without GST Against P.I. II) 30% Upon Completion of Design Phase, III) 20% Upon Completion of Development & UAT. IV) 30% After Go-Live. > Software AMC of Software 720,000 Rs. Which Will Be Including Small Patched Development Under 15 Days. Support & Team Availability for the Same. AMC Will Start After One Year Warranty Period. > Man Days Rate with Respect to Resource Type Will Be Remain Same for the First Two Years. > DBA Services Cost 300,000 Which Will Starts After Go-Live. > Project Management Cost Includes Travelling, Boarding & Lodging Expenses.		/	9987	1.0 Job	300,000.00	Job		300,000.00
Total									₹ 3,734,000.00

Amount Chargeable (in words)

Indian Rupees Three Million Seven Hundred Thirty Four Thousand Only

Company's TIN : 08080702837
Company's ECC No. :
Company's Range :
Commissionerate :
Supplier's TIN :

for TPR Autoparts Mfg. India Pvt. Ltd.

for TPR Autoparts Mfg. India Pvt. Ltd.

CHECKED & PREPARED BY
Arshad Khan
Manager SCM & IT

APPROVED BY
Kazuo Tsuruoka
General Manager

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Rev. No.:	

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Terms & Conditions:

- a. **Taxes & Invoicing:** The contract price agreed herein is exclusive of applicable Goods and Services Tax ("GST") which shall be borne and paid by M/s TPR Autoparts Mfg. India Pvt. Ltd. ("TPRI"). Supplier/Service Provider shall prepare and provide relevant tax invoice to TPRI in compliance with the laws of India including GST Law, and shall specifically state therein applicable GST along with discount/incentive, if any, as may be agreed between the Parties. TPRI shall be liable to pay as per payment terms mentioned in Purchase Order/ Work Order/ Agreement against the correct invoice to its full.
- Notwithstanding anything contrary contained in this Purchase Order/ Work Order/ Agreement, the Parties hereby agree that nothing shall be payable by TPRI except the price and taxes expressly agreed herein.
- b. **Representations & Warranties:** Supplier/Service Provider hereby represent and warrant that it shall comply with all the applicable laws including GST Law during the entire term of this Purchase Order/ Work Order/ Agreement.
- c. **Covenants:**
- Legal Compliance:** Supplier/Service Provider hereby undertake and covenant that it shall comply with all the applicable central, state and local tax laws of India including GST Law in respect of the transactions envisaged under this Purchase Order/ Work Order/ Agreement. Without prejudice and limitation to the said general obligation, the Supplier/Service Provider shall obtain and maintain in force all the applicable registrations, consent or other authorizations from appropriate authorities, deposit and pay full amount of applicable taxes to the tax authorities, file all the returns with appropriate authorities and furnish true and correct details therein, maintain all the statutory records and ensure all other compliance in the form and manner and within such time limit as may be prescribed under the laws of India including GST Law. Supplier/Service Provider shall promptly furnish to TPRI certified copies of the supporting documents in respect of the aforesaid compliance undertaken by it.
- GST Compliance Ratings:** Supplier/Service Provider hereby undertakes and covenant that it shall at all-time earn and maintain good level of GST Compliance Rating Score in accordance with the GST Law by meeting the various parameters as may be prescribed under the said law from time to time including without limitation timely compliance in terms of timely raising of invoice, payment of taxes, filing of returns, etc. In case of breach of this clause, TPRI shall have absolute right to forthwith terminate this Purchase Order/ Work Order/ Agreement..
- Occupational Safety and Health Act:** Goods supplied or services rendered by Seller under the order shall comply with the Occupational Safety and Health Act, Environment standards and must send MSDS Sheet for each material and transporter must follow a Valid License with Truck Driver, Valid PUC Card, Trem Card & No any inflammable material kept in the truck.
- ESIC Act, Provident Fund Act & Labour Law:** (a) The contractor shall in performing the services observe and be bound by all applicable labor laws as amended or substituted from time to time. If any liability arises due to the non-compliance by contractor in the future, all the penalties or fines shall be borne by the contractor.
- In case of ESI or PF coverage the contractor is supposed to submit the ESI & PF challan with monthly or any specific job invoice.
- In case of not coverage under the ESI & PF act the contractor/service provide will submit the declaration that his employee is getting more salary than the limit mentioned under ESI or PF Act.
- (b) To follow all the applicable labour laws. Submit the ESI/PF challan in case of being applicable or deceleration in case of being not applicable.
- Adjustment of Contract Price:** The Parties hereby irrevocably agree that in case of any changes in taxation or any other government action (including implementation of GST) having the effect of reduction in the cost of goods/services to be supplied/performed by the Supplier/Service Provider, the contract price agreed herein shall automatically be decreased to that extent to reflect such decreased cost to the Supplier/Service Provider. The Parties hereby agree to re-evaluate the contract price agreed herein on quarterly basis in order to ascertain and passing of the said benefit by the Supplier/Service Provider to TPRI in accordance with the provisions of GST Law.
- Environmental Compliance:** The supplier using polythene or plastic should comply with plastic waste management rules.
- All the suppliers of Raw Materials and Consumables has to follow Green Procurement Policy of TPRI as communicated applicable from 1st April 2018.
- d. **Indemnity:** Supplier/Service Provider ("Indemnifying Party") agrees, at its expense, to defend, indemnify and hold harmless TPRI and its affiliates, its directors, officers, employees, agents, etc. ("Indemnified Party") from and against all losses, demands, damages, charges, claims, actions, costs, expenses, fees, fines, penalties and other liabilities or consequences of whatsoever nature (including all legal fees and costs for recovery of costs and damages) and other obligations of whatsoever nature whether civil or criminal or in equity ("Liabilities") brought against or incurred by or suffered by or levied or imposed on the Indemnified Party arising from suits, claims, actions or proceedings brought or alleged by or on behalf of any third party, which may arise as a result of or in connection with:
- a.) the performance, delay in performance, non-performance or breach of any of its obligations or under takings by the Indemnifying Party under this.
- b.) any non-compliance or delay in compliance by the Indemnifying Party under the applicable laws of India; and
- c.) any misrepresentation or breach of warranty by the Indemnifying Party under this Agreement.
- The aforesaid indemnification rights of TPRI under this Agreement are independent of, and in addition to such other rights and remedies they may have under law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.
- e. **Termination:** In case of any breach under this Purchase Order/ Work Order/ Agreement, TPRI shall have the absolute right to forthwith terminate this Purchase Order/ Work Order/ Agreement by giving notice in writing to the Supplier/Service Provider without prejudice to its rights and remedies available under this purchase order/ work order/ agreement and law.
- f. **Quality:** Quality: All Material must be exactly as per drawing/sample/specification and will be subject to our inspection and approval at our works only.
- g. **Quantity:** The quantity of materials must not be exceeded without permission in writing being first obtained.
- h. **Price:** The price mentioned in the purchase order/ work order/ agreement are not subject to any of the supplier/service provider escalation clause.
- i. **Delivery:** This purchase order/ work order/ agreement will be subject to cancellation at purchaser's option if delivery is not affected within the time stated in terms of delivery. In case supplies/services are partially executed, please state definitely by when you are supplying the balance due.
- j. **Routing:** All the material must be forwarded by the particular route. Otherwise the difference in freight and extra cost of cartage etc. will be charged to supplier/service provider's account.
- k. **Bills:** All bills must be sent to TPRI. The detail of dispatch documents, Way Bill/ Lorry Receipt/ Railway Receipt/Airway Bill and Delivery Challan should be mentioned on bills.
- l. **Cartage:** No freight charges or packing cost etc. will be allowed unless settled at the time execution of this purchase order/ work order/ agreement or approval from TPRI prior to despatch.
- m. **Consequential Damages:** We shall not be liable to the supplier/service provider for any indirect or incidental or consequential damages for loss of production, defect in material, loss of contract, loss of interest, cost or any other expenses and or any claims of like nature whatsoever, that may be suffered on account of specification variations, delivery and any other issues relating supply and usage of material (s) which is mentioned in this Purchase Order.
- n. **System Requirement:** At any given point of time you can be audited by our team with prior information. We will prefer you to implement ISO 9001:2015 and get certified at the earliest (If not certified yet)
- o. **Others:** (a) Supplier/Service Provider must ensure to bring Standard and good condition Electrical Plug, Sockets Wires, Safety Shoes, Helmet, Ear Plug, Nose Mask, Safety Belts, Ladders and other necessary machinery & equipment etc. before starting any job in TPR premises.
- (b) At the end of the day before leaving TPR premises supplier must ensure proper storage of their accessories and equipment's as per guidelines of TPR Person In Charge.
- (c) Any loss/damage arising due to non compliance of the above terms, refer clause Others (a) & (b), will be borne by supplier/service provider and TPR will not be liable to compensate.
- p. **Arbitration:** All disputes, differences or questions arising out of this Purchase Order/ Work Order/ Agreement, which cannot be amicably resolved between the Parties within thirty (30) days of the same being notified in writing by a Party, shall be referred to and finally settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. Such arbitration shall be conducted by the mutually agreed sole arbitrator appointed by the Parties herein. The seat and venue of such arbitration shall be Behror, Rajasthan and language of arbitration shall be English. The award made by the arbitration tribunal shall be final and binding on both the Parties. The expenses of the arbitration proceedings shall be borne by the Party against whom the arbitration award is being made. Parties during the pendency of arbitration proceedings shall continue to perform their respective obligations under this Purchase Order/ Work Order/ Agreement.