

**RR KABEL LIMITED**

Registered Office: Ram Ratna House,Utopia City
P B Marg,Worli,Mumbai-400013

Service Purchase order

Authorised

Plant Name Gagret Unit - 5 (PG05)
PO.NO / Date 6200000006 / 11.06.2022
Buyer / Currency Spare G5 / INR
GSTIN/UIN 02AABCR3352C1Z3
ECC No
Range
Division
Commiss.

Vendor Address

Vendor Code:360044
GSTIN/UIN :02FXBPK1579P1Z3
GSTIN Status: Registered GSTIN State: 02 - Himachal Pradesh
S K FURNITURE HOUSE
VILLAGE KAILASH NAGAR P O NAKROH UNA
TEHSIL GHANARI DISTT UNA
Himachal Pradesh 177213
India

Billing Address

RR Kabel Limited
Village Dev Nagar, PO Gagret
Dist: Una - 177201
GSTIN State : 02 - Himachal Pradesh

Shipping Address:

RR Kabel Limited
Village Dev Nagar, PO Gagret
Dist: Una 177201
GSTIN State : 02 - Himachal Pradesh

Item	Material	Description	HSN/SAC	Quantity	UoM	Unit Price(Rs.)	Taxable Amount(Rs)
1		Checker plate installtion in paint shop	9983-18.00	1.000	AU	11,000.000	11,000.00
*** Item partially delivered ***							
10		Paint Shop Drainess Cover		2.000	NOS	5,500.00	11,000.00

Terms of delivery: FOR(FREE ON ROAD) /FOR

Sub Total(Rs.)

11,000.000

SGST CR

990.000

Terms of payment : Payment Term 30 Days

CGST CR

990.000

Trade Discount

0.000

Total PO. value(Rs.)

12,980.000

Amount In Words: TWELVE THOUSAND NINE HUNDRED EIGHTY Rupees**Special Instructions :****Delivery Schedule :**

Item No	Description	Quantity	Date
1	Checker plate installtion in paint shop	1.000	18.06.2022

Prepared By : RRL00095(Amulya Sood) Released By : Approver - 1

<p>Other Instructions:-</p> <p>1: Please Mention PO No., Item Code & HSN/SAC on all Invoices</p> <p>2: Raw material used in the Manufacturing of items must be mentioned and certified.</p> <p>3: Goods should contain packing slip with description of Item no., Item Name and Quantity.</p> <p>4: Buyer reserves the right to cancel, amend this PO or any percentage thereof.</p> <p>5: Buyer assumes no obligation in relation to any goods delivered in excess of those ordered.</p> <p>6: GST Amount will be paid only if our GSTIN details are mentioned in the Tax invoice issued, liability of GST paid & GST Return File intimation against this purchase order.</p> <p>7: In case any credit, refund or other benefit is denied or delayed to the Buyer due to any non-compliance by the Seller (such as failure to upload the details of supply on GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents/ details/ information by the Seller, the Seller would reimburse the Buyer the loss to Buyer including, but not limited</p>	<p>Raised By:</p> <p>Date:</p> <p>Authorised Signature:</p>
<p>By accepting or executing this Purchase Order (PO), the vendor acknowledges that it unequivocally agrees and consents to the terms and conditions of the purchase order as annexed to this PO.</p> <p>Signature _____ Stamp _____ Date _____</p>	

Prepared By : RRL00095(Amulya Sood) Released By : Approver - 1

PO.No - 6200000006 / 11.06.2022
Vendor Code - 360044 / S K FURNITURE HOUSE

PURCHASE ORDER TERMS AND CONDITIONS

1. Acknowledgment

- a) These terms and conditions (the "Terms and Conditions") shall apply to and shall form part of any Purchase Order (together with these Terms and Condition, the "Order") between the purchaser and seller for the supply of seller's goods or services.
- b) If the Order is issued or arises pursuant to an agreement executed in writing between purchaser and seller (the "Agreement") in respect of goods or Services, the terms of that Agreement shall govern in the event of any inconsistency.
- c) This Order is an offer by the company identified on the face of this Order (the "Buyer/Purchaser") for the purchase of the goods (the "Goods") or services (the "Services") specified, from the party to whom the Order is addressed (the "Seller/ Vendor") in accordance with and subject to these Terms and Conditions. This Order will be deemed accepted by the Seller/ Vendor upon the first of the following to occur: (a) Seller making, signing, or delivering to Buyer/ Purchaser any letter, form, or other writing or instrument acknowledging acceptance; (b) any performance by Seller/ Purchaser under the a Order; or (c) the passage of ten (10) days after Seller's receipt of the Order without written notice to Buyer/ Purchaser that Seller does not accept this Order, together with any documents incorporated herein by reference constitutes the sole and entire agreement of the parties with respect to the Order. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms and Conditions expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Order.

2. General

a) Definitions

- i. "Goods" means the products, equipment, articles or other materials to be supplied by Seller as more particularly described in the Order.
- ii. "Services" means the services to be performed by Seller as more particularly described in the Order.

b) Governing Law:

The Order shall be construed and governed in accordance with the laws of the Republic of India. Save in respect of matters made subject to arbitration herein or as per the terms of the Agreement, if any, the parties attend to the exclusive jurisdiction of the Courts in New Delhi in connection with any disputes.

c) Severability:

The invalidity or unenforceability of any provision of the Order shall not affect the validity or enforceability of any other provision hereof.

d) Waiver:

Failure by either party to enforce any of its rights under the Order in a particular instance shall neither constitute a waiver of its rights under the Order or under any Agreement, if any, nor shall it constitute a continuing waiver or preclude subsequent enforcement thereof.

e) Delivery by Facsimile or Email:

The release of the Order may be communicated by facsimile transmission or email or by way of an SAP generated form or through a secured web-portal in non-editable format and documents executed and delivered by electronic means shall be deemed to be an original document. It is clarified that the acceptance of the Order shall be deemed to have been completed upon the receipt of the aforementioned communication.

f) Entire Agreement:

The Agreement (if any) and the Order, are the entire agreement between the parties, and there are no verbal, express, or implied promises, representations, agreements, or terms between Seller and Purchaser for the purchase of Seller's Goods or Services, other than as set out therein. Without limiting the generality of the foregoing, none of Seller's terms and conditions shall apply and Purchaser's acceptance of Seller's Goods or Services shall not be deemed an acceptance of any of Seller's terms. Amendments to the Order (and Agreement, if any) will be made in writing and by mutual agreement only and must be signed by the parties or their duly authorized representatives.

g) Conflict:

Subject to paragraph 1(b) above, in the event there is a conflict between the commercial provisions of an Order (excluding the Terms and Conditions hereof) and the Terms and Conditions, the commercial provisions of the said Order shall prevail.

h) Payment:

Purchaser may withhold payment of invoices until it has received and inspected the Goods or Services and has determined they conform to the Order. In no event, however, shall advance payment by Purchaser be deemed an acceptance of any Goods or Services supplied. Further, particularly for Capax Orders, the Purchaser shall be permitted to retain such amounts, as deemed appropriate to the Purchaser, for reasons such as delay, default, breach of these Terms and Condition and such other actions that are detrimental, or which adversely impact the Purchaser including additional capital expenditure.

i) Escalation:

Claims for any increase in the purchase price stated in the Order will not be allowed.

j) General:

If there is an error in any invoice, the unit price set out in the Order will be used as a basis for correcting the invoice. If the terms of the Order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Purchaser may change Seller's invoice to conform to the Order and may make payments accordingly. Payment under the Order will be subject to deductions of any valid claim of Purchaser against Seller arising

from this or any other transaction and all payment under the Order shall be subject to tax to be deducted at source as per the Income Tax Act, 1961 or other withholding taxes.

3. Delivery and Delay:

- a) It is agreed and acknowledged by the Seller that the Seller will deliver the Goods and complete the Services within the times specified in the Order and shall at all times be required to adhere to such timelines. Since time is of the essence, the delivery of the Goods and/ or the Services on time is an integral part of this Order, and any default or delay shall amount to a material breach. The Delivery of the Goods and/ or the Services shall be deemed to have been completed on the date on which such Goods and/ or Services are received by the Purchaser.
- b) In case of a delay in the delivery of the Goods and/ or the Services, unless agreed by the Purchaser in writing, the Seller shall be solely liable and the Purchaser shall have the right to withhold any payments and/ or reject the delivery, as per the sole discretion of the Purchaser as the Purchaser deems fit.
- c) Any Goods provided by Seller to Purchaser shall be at the sole risk of Seller until the time of delivery to Purchaser, in accordance with these Terms and Conditions.

4. Title:

Seller warrants and represents that it has good and marketable title to the Goods, free and clear of any and all claims, charges or other encumbrances and that it has full authority to transfer title to the Goods.

5. General Warranties:

Seller/Vendor warrants that the Products will be fully in accordance with the samples, drawings, specifications, markings and other written instructions given or agreed to by the Purchaser and will be of merchantable quality, produced with good materials, design and workmanship, free from all defects, and suitable for any purpose held out by Supplier or made known to Supplier by the Purchaser.

6. Quality and Design of Products:

Goods furnished hereunder, shall be of approved material and Seller's or manufacturers approved design and satisfied model and Seller warrants all Goods to be free from defects in materials, design and workmanship. No used or second hand material, equipment or component whatsoever shall be furnished or incorporated into any Goods furnished hereunder, unless otherwise specified in writing by Purchaser.

7. Open Purchase Order:

In case of an open Order, the Company shall be liable only up to the extent of actual delivery/ completion of the Services by the Seller/Vendor. Other terms and conditions shall be governed from the agreements/engagement letter etc.

8. Right of Inspection:

All Goods and Services covered by this transaction shall be subject to inspection at all times and places, both as to progress and material and workmanship, and (in respect of Goods) shall be subject to final inspection and acceptance, prior to shipment, by an authorised representative of Purchaser. In the event inspection prior to shipment of Goods is waived on any or all such Goods, then such Goods shall be subject to inspection on acceptance by Purchaser at final destination. If all or any part of the Goods are found to be non-conforming, Purchaser may reject all or any part of the Goods. Rejected Goods shall promptly be removed by Seller at Seller's cost and the purchase price with respect to such rejected Goods (i) shall be refunded to Purchaser if already paid, or (ii) shall be reduced as required if unpaid.

9. Patents, Trademarks, Copyrights etc. (Intellectual Property):

Seller shall hold and save Purchaser, its officers, agents, servants and employees harmless from liability of any nature or kind for or on the account of the use of any patented or unpatented invention, trademarks, copyrights, intellectual properties, article, device or appliance furnished or used in the performance of Seller's obligations in respect of the Order including, without limitation, their use by Purchaser.

10. Charges and Extras:

Except as herein provided no changes as to quantities, description, prices, F.O.B. points, or otherwise, shall be made nor will any change for extras be allowed unless the same have been authorized in writing by Purchaser and the proper price adjustment stated in such written change order. No charge will be allowed for freight, express, cartage, cess, levy, octroi or other transportation unless agreed to and specified in the Order.

11. Performance and Default:

Time is of the essence of this transaction and therefore it is understood and agreed that for failure to supply the Goods or perform the Services with promptness and diligence or for failure to make shipment within the time specified, or any extension thereof, Seller shall be declared to be in default.

12. Remedy for Delays and Defaults:

In addition to the remedies provided hereinabove, if Seller is declared to be in default, Purchaser may, by written notice, terminate the entire Order, or terminate Seller's right to proceed with deliveries of such parts thereof as to which there has been delay.

13. Compliance with Law:

Seller shall comply with all applicable Central, State, Municipal, Provincial and Laws and Regulations including specifically all statutory requirements as to production and labor standards.

14. Termination: Any Order

- a) With respect to Goods, Order may be terminated or cancelled by Purchaser upon written notice to Seller prior to completion and/or acceptance, in which event fair compensation will be agreed upon by

Seller and Purchaser, or, if agreement cannot be reached by the parties in respect of fair compensation, it shall be determined by arbitration.

- b) With respect to Services, Order may be terminated or cancelled by Purchaser upon thirty (30) days' prior written notice to Seller.

15. Assignment by Seller:

Seller shall not assign the Order without Purchaser's prior written consent which may be refused in the absolute discretion of Purchaser. Any attempted assignment without Purchaser's consent shall render the Order null and void.

16. Purchaser's Confidential Information:

Seller agrees to keep in confidence all information of Purchaser that may be disclosed to it or that may be developed in connection with the Order and to require a similar obligation on the part of any subcontractors and agents of Seller to whom any work or duty in relation to the Order may be allotted with the written permission of purchaser and this confidentiality term shall remain in force for a period of 2 years from the execution of the Order.

17. Arbitration:

- a) Any dispute, controversy or claim arising out of or relating to this Order, or the breach, termination or invalidity thereof, if not amicably settled within thirty (30) days of the first written notice thereof being sent to one party by the other party, shall be referred to arbitration by a Sole arbitrator to be appointed as per Indian Arbitration and Conciliation Act, 2019, as amended, and rules framed thereunder ("the Act"). The Arbitration shall be conducted in accordance with the Act, and the seat, venue and place of arbitration shall be New Delhi, India and the language of Arbitration shall be English. The costs of the arbitration shall be borne by the parties equally.
- b) Pending the submission to arbitration and thereafter, till the sole arbitrator renders his award or decision, the Parties shall except in the event of any interim order/award is granted under the Act, continue to perform their obligations under this Order.

18. Indemnification:

Notwithstanding anything to the contrary contained herein, Purchaser and Seller further agree that the Seller shall indemnify, defend, and hold Purchaser, its employees, agents, subcontractors, officers, directors and shareholders (the "Purchaser's Parties") harmless from and against any and all liabilities, any special, indirect, incidental, or consequential damages of any kind including, but not limited to loss of profits or damages claims, demands, causes of actions, suits, and associated expenses (including all legal expenses and fees on a solicitor), or damages to business reputation however caused and on any theory of liability, whether in an action for contract, strict liability or tort (including negligence) or otherwise, whether or not the purchaser has been advised of the possibility of such damage and notwithstanding the failure of essential purpose of any remedy in connection with Seller's supply of Goods and/ or performance of Services under the Order. Seller hereby releases Purchaser and Purchaser's Parties from all liability in any way occurring, incident to, arising out of (direct, indirect or consequential), or in connection with the performance or non-performance of the Seller under the terms of this Order.

19. Limitation of Liability:

- a) In no event will the Purchaser be liable to the Seller for special, incidental, indirect or consequential damages, arising out of or in connection with this Agreement.
- b) Seller will be responsible for mentioning the correct HSN and charging the applicable GST to the Purchaser. Purchaser will not be responsible for any tax, interest and penalty incurred by Seller for incorrect tax invoice raised.
- c) On return of goods, if GST credit note is issued to Purchaser, Seller is under legal obligation to reverse the input tax credit availed based on original supply invoice corresponding to the GST mentioned in such GST credit note. Any fiscal consequences (including but not limited to tax, interest and penalty) suffered by Purchaser on account of non-reversal of such ITC would be solely to the account of the Seller.

20. Damages:

The Seller hereby agrees and acknowledges that any default hereunder and/ or delay in the delivery of the Goods and/ or Services may result in a loss to the Purchaser and for such loss, which is a genuine pre-estimate of damages, the Purchaser shall be entitled to such amounts as liquidated damages which are at least double to the amount in the said Order, or such other amounts as deemed appropriate. The Purchaser also reserves its rights to claim unliquidated damages as well.

21. The Good/Service must be Manufactured/Supplied in Energy & EHS Friendly manner.

22. Acknowledgment:

Receipt of this Order is a deemed acceptance of the Order by the Seller, however, the Seller upon the receipt of this Order is required to countersign and execute a copy and return such executed copy of the Order to the Purchaser as a mark of acceptance of the Order. In the event, the Seller does not wish to accept the Order, it shall notify the same immediately to the Purchaser.

Prepared By:
P.O. No.:-

Released By:
Vendor Code :-

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