

Supplier Address:

m
bgujb
Supplier Number: 6361164442

PURCHASE ORDER

PO Number: PR202509026
Date: 8/9/2025
Name of the Requester: shashin1504@gmail.com
Plant: Aaryan Tech Park
Requester Email: example@mail.com

Ship-to-address: 51/33, Aaryan Techpark, 3rd cross, Bikasipura Main Rd, Vikram Nagar, Kumaraswamy Layout, Bengaluru - 560111
Invoice address: 51/33, Aaryan Techpark, 3rd cross, Bikasipura Main Rd, Vikram Nagar, Kumaraswamy Layout, Bengaluru - 560111
Goods Recipient: Kiet-ATPLog1

With reference to the above, we are pleased to place an order with you...

SL	Part No.	Item Description	HSN	GST%	Qty(N)	Unit	Unit Price	Total
1	XCV	asd	123456	18.00%	1	N	0.00	0.00

Subtotal	0.00
CGST @ 9%	0.00
SGST @ 9%	0.00
Grand Total	0.00

Amount in words: Zero

Terms of Payment: 20 days net
Terms of Delivery: DAP Ship, address

KIET TECHNOLOGIES PVT LTD – TERMS AND CONDITIONS OF PURCHASE

- **Acceptance / Modification:**

This PO is accepted when Supplier acknowledges or begins performance. No additional or inconsistent terms apply unless approved in writing and signed by KIET Technologies Pvt Ltd.

- **Delivery, Shipment & Packaging:**

Supplier must deliver the Goods in exact quantities and dates mentioned. Time is of the essence. Early or late deliveries may be rejected or held at Supplier's cost.

- **Excusable Delay:**

Economic hardship or better pricing opportunities are not valid excuses. If delivery is delayed more than 14 days, KIET Technologies Pvt Ltd may cancel without liability.

- **Delivery Terms / Risk of Loss:**

Risk passes as per F.O.B. terms. Supplier remains responsible for hidden damages found after acceptance.

- **Import / Customs Compliance:**

Supplier will bear duties, fees, or freight due to non-compliance with PO conditions.

- **Drawback:**

Supplier must provide all documents and assistance needed for KIET Technologies Pvt Ltd to obtain duty drawback benefits.

- **Price:**

Prices are fixed and include freight, packaging, and applicable taxes. If Supplier offers lower prices elsewhere for similar goods, KIET Technologies Pvt Ltd must be given the same price.

- **Invoicing & Payment:**

Invoices must match PO in detail and include applicable taxes, part numbers, quantities, shipment terms, and origin. Payment terms are net 120 days from receipt of a compliant invoice.

- **Set Off:**

KIET Technologies Pvt Ltd may deduct any amounts owed by Supplier from payments due under this PO.

- **Inspection:**

Goods may be inspected and tested by KIET Technologies Pvt Ltd or its customers. Non-conforming or defective goods may be rejected, replaced, or accepted at reduced price.

- **Warranty:**

Goods are warranted for 36 months to be free from defects, compliant with specifications, merchantable, and fit for purpose. Supplier is liable for recalls, epidemic failures, replacement costs, freight, and corrective actions. Services must be performed professionally and safely. No unauthorized use of open-source software in deliverables.

- **Changes:**

KIET Technologies Pvt Ltd may change drawings, specifications, quantities, shipment methods, or delivery schedules. Supplier must submit any adjustment claims within 7 days.

- **Design & Process Changes:**

Supplier cannot change design, materials, processes, or manufacturing location without written approval from KIET Technologies Pvt Ltd.

- **Stop Work:**

KIET Technologies Pvt Ltd may order Supplier to stop work for up to 120 days at no cost. Work must resume immediately once notified.

- **Termination:**

KIET Technologies Pvt Ltd may terminate for breach (10 days cure period) or without cause (15 days' notice). Liability limited to accepted goods/ services before termination.

- **General Indemnification:**

Supplier must defend and indemnify KIET Technologies Pvt Ltd, its affiliates, and customers against all losses, claims, and damages arising from Goods, services, negligence, or misconduct.

- **Intellectual Property Indemnification:** Supplier indemnifies KIET Technologies Pvt Ltd against any IP infringement claims connected with supplied Goods or Services.

- **Insurance:**

Supplier must maintain adequate liability, product, worker's compensation, and employer's insurance, at least 10x the PO value, with proof provided before delivery.

- **Confidentiality:**

All technical, financial, or business information shared by KIET Technologies Pvt Ltd is confidential and may not be disclosed. Supplier must sign a Non-Disclosure Agreement.

- **Audit:**

Supplier must keep records for 8 years and provide audit access to KIET Technologies Pvt Ltd, regulators, or customers.

- **Limitation of Liability:**

KIET Technologies Pvt Ltd is not liable for indirect, incidental, special, or consequential damages such as lost profits, production downtime, or loss of capital.

- **Assignment & Subcontracting:**

Supplier may not assign or subcontract work without written approval. Supplier remains fully liable for its subcontractors.

- **Compliance with Laws & Integrity:**

Supplier must comply with all laws and KIET Technologies Pvt Ltd's Code of Conduct, including safety and environmental standards.

- **Applicable Law & Forum:**

Governed by Indian law. Disputes resolved by arbitration in Bangalore (English language). Courts at Bangalore have jurisdiction if unresolved.

- **Notices:**

All notices must be in writing and delivered personally, by courier, or by certified mail.

- **Publicity:**

Supplier must not use KIET Technologies Pvt Ltd's name, trademarks, or make public announcements without prior written approval.

- **Waiver:**

Delay or failure to enforce any term by KIET Technologies Pvt Ltd does not waive its rights.

- **Severability:**

If any clause is held invalid, the rest of the PO remains enforceable.

- **Survival:**

Key obligations such as Price, Payment, Warranty, Indemnification, Confidentiality, Insurance, and Applicable Law continue beyond termination or expiry.

Authorized Signatory

