

## PURCHASE ORDER

**Supplier Address:**

m

bgujb

Supplier Number: 6361164442

GSTIN: undefined

PO Number: KIET25260949

Date: 8/9/2025

Plant: Aaryan Tech Park

Requester Email: shashin1504@gmail.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
<b>Grand Total</b>	<b>0.00</b>

Amount in words:Zero

**Terms of Payment: 45 days net**

**Terms of Delivery: DAP Ship, address**

## KIET TECHNOLOGIES PVT LTD – TERMS AND CONDITIONS OF PURCHASE

### 1. Acceptance / Modification:

This Purchase Order (PO) is accepted when the Supplier either confirms it in writing or starts working on it. Any extra terms, conditions, or changes suggested by the Supplier will not apply unless KIET Technologies Pvt Ltd gives written approval and signs them officially.

### 2. Delivery, Shipment & Packaging:

The Supplier must deliver Goods in exact quantities and on the dates mentioned in the PO. On-time delivery is very important (time is of the essence). If items arrive too early or too late, KIET Technologies Pvt Ltd may reject them or keep them at the Supplier's cost.

### 3. Excusable Delay:

Higher material costs or finding other customers with better prices are not valid reasons for delay. If delivery is delayed by more than 14 days, KIET Technologies Pvt Ltd can cancel the PO without liability.

### 4. Delivery Terms / Risk of Loss:

Ownership and risk of loss or damage pass based on the agreed delivery terms (F.O.B.). Even if goods are accepted, the Supplier is still responsible if hidden damages are later found.

### 5. Import / Customs Compliance:

The Supplier will bear all duties, fees, or freight charges caused by non-compliance with PO conditions.

**6. Drawback:**

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

**7. Price:**

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

**8. Invoicing & Payment:**

Invoices must match the PO and show part numbers, quantities, taxes, shipment details, and origin. Payment terms are net 120 days from receipt of a correct invoice.

**9. Set Off:**

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

**10. Inspection:**

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

**11. Warranty:**

Goods are warranted for 36 months to be defect-free, compliant, merchantable, and fit for use. Supplier must handle recalls, epidemic failures, replacements, and related costs. Services must be professional and safe. No unauthorized use of open-source software.

**12. Changes:**

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

**13. Design & Process Changes:**

Supplier may not change design, materials, processes, or production location without written approval.

**14. Stop Work:**

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

**15. Termination:**

KIET Technologies Pvt Ltd may terminate for breach (10 days cure) or without cause (15 days' notice). Only accepted goods/services before termination will be paid.

**16. General Indemnification:**

Supplier must protect and indemnify KIET Technologies Pvt Ltd and its affiliates/customers from any losses, damages, or claims caused by goods, services, negligence, or misconduct.

**17. Intellectual Property Indemnification:**

Supplier must defend and indemnify KIET Technologies Pvt Ltd against any intellectual property rights infringement claims connected with supplied Goods or Services.

**18. Insurance:**

Supplier must maintain liability, product, workers' compensation, and employer's insurance with coverage at least 10 times the PO value, and provide proof before delivery.

**19. Confidentiality:**

All information shared by KIET Technologies Pvt Ltd is confidential. Supplier must not share or use it without written permission. NDA required.

**20. Audit:**

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

**21. Limitation of Liability:**

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

**22. Assignment & Subcontracting:**

Supplier may not assign or subcontract work without prior written approval. Supplier remains responsible for all work.

**23. Compliance with Laws & Integrity:**

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

**24. Applicable Law & Forum:**

This PO is governed by Indian law. Disputes will be settled by arbitration in Bangalore (English language). Courts in Bangalore will have jurisdiction if unresolved.

**25. Notices:**

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

**26. Publicity:**

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

**27. Waiver:**

If KIET Technologies Pvt Ltd delays or fails to enforce any term, it does not mean it waives its rights.

**28. Severability:**

If any part of this PO is found invalid, the remaining terms will still apply.

**29. Survival:**

Important obligations like Price, Payment, Warranty, Indemnity, Confidentiality, Insurance, and Governing Law will remain valid even after the PO ends or is terminated.

Authorized Signatory

