

PURCHASE ORDER AMENDMENT Format : 08020-CEHO-F0-002

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| Honda Motorcycle and Scooter India Pvt.Ltd. T Poddar Industrial Park, Vill. Vithalapur,Mandal, Ahmedabad,-382120 Tel.: Fax: State: Gujarat State Code:24 GSTIN: 24AAAACH7467D1ZQ PAN: AAACH7467D | | | | | PO No. | VTPR / 4800002573 | Amend. No. | 2 | |
| | | | | | PO Date | 17.09.2021 | Amend. Date. | 03.03.2022 | |
| | | | | | Reference | | w.e.f: | 03.03.2022 | |
| | | | | | For Smooth Payment kindly mention PO No, Supplier Code, Material Code, HSN Code along with Unit of Measurement in your Invoice. Material to be supplied as per & along with delivery slips issued to you | | | | |
| Supplier Code - 5FF0006A60 ALPS ELECTRIC PLOT NO.D-26 & D-27,, GURGAON - 122001, Haryana Tel.:9650555246 Fax: GSTIN: 06AAJCA7647M1Z5 PAN: AAJCA7647M | | | | | Payment Terms : Payment to be released on 25th of every month for material supplied by you in the preceeding month for the accepted Qty only. | | | | |
| | | | | | Delivery : Honda Motorcycle & Scooter India (P) Ltd T Poddar Industrial Park, Vill Ahmedabad,- 382120 | | | | |
| Sr. | Part Number | Part Description | Part Color | HSN Code | U/M | Qty | Basic Cost (Rs) | HMSI Tooling Amorts Cost (Rs.) | Total Assessable Value (Rs.) |
| 1 | 35700K93 N011M1 | SW ASSY,SIDE STAND | | 85365090 | PC | 42 | 320.77 | 0.00 | 320.77 |
| 2 | 35700K31 6010M1 | SW ASSY,SIDE STAND | | 85365090 | PC | 54 | 339.06 | 0.00 | 339.06 |
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General Terms and Conditions

- These conditions form an integral part of this purchase order and supersede any terms and conditions of your quotation, which are not in accordance with terms and conditions mentioned herein.
- Delivery:** Delivery period is the essence of the order and must be strictly adhered to. We reserve the right to cancel the order in part or in full if goods and/or services are not delivered within the specified time. We also reserve the right to refuse acceptance of goods and / or services supplied ahead of delivery schedule or after the delivery schedule or otherwise in violation of the terms of this PO. In the event of your failure to supply the goods or services in time, we reserve the right to procure the same from the other sources and you shall be liable to pay the difference in price(s) if any.
- Packing:** The goods / deliverables should be packed securely to avoid transit damage. Any damage or breakage in transit due to faulty packing shall be at your risk and cost. Clean Consignment notes cannot be considered as sufficient proof that goods were securely packed.
- Prices:** The prices mentioned in the order are fixed & shall not change unless specifically agreed by us in writing.
- Quantity:** The material / deliverables supplied shall correspond to description / specifications mentioned in the order and drawing mentioned therein, failing which the same shall be liable to be rejected. Such rejected goods / deliverables shall be returned to you at your risk and cost as to freight, packing & forwarding, taxes and other incidental expenses. Since it is not obviously feasible to inspect each and every item supplied, we reserve the option to reject and return those goods/ deliverables found in the course of utilization to be not as per specification/description mentioned in the order and drawing therein. The rejected material / deliverables shall be lifted from our premises within fifteen days from the date of intimation in the case of local suppliers service providers, and one month in the case of outstation suppliers / service providers, failing which we reserve the right to dispose them off in any suitable manner and recover from the sale proceeds the advance given if any and the expenses incurred for conducting and effecting such sales. In all such contingencies where a part of the consignment / Service Order is rejected, we reserve the right to cancel this order in respect of the unfulfilled portion of the same without giving any notice to you and/or without any liability for compensation. Payments made for goods / deliverables prior to inspection shall not constitute acceptance of goods / Services.
- Receipt of documents:** In the case of late receipt of dispatch documents, if any demurrage or other expenses have to be incurred, these shall be borne by you. In case original documents are routed through bank, a copy of the invoice giving full dispatch particulars should be sent directly to our Purchase Department.
- Invoices:** You may submit necessary invoice/bill mentioning Purchase Order No. and date, delivery challan particulars, mode of dispatch giving carrier's name, consignment note reference and date, supplier code and other details which are mandatory as per applicable laws for the material supplied
- Documentation:** The supplier shall furnish the following documents to the purchaser.
 - * Invoice - Original for Recipient for making payment.
 - * Original GR copy.
 - * Invoice - Duplicate for Transporter for claiming ITC (input Tax Credit).
 - * Insurance Certificate, if applicable.
 - * Others as may be specifically instructed from time to time or in this Purchase Order.
- Control Regulations:** The supply and dispatch shall be arranged in strict conformity with any control regulations applicable and after obtaining permits if any, required under the regulation in force from time to time. We shall not be liable for any violations of control regulations on your part.
- The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to HMSI due to any noncompliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect/incomplete documents by the Supplier, the Supplier shall be liable to reimburse HMSI for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.
- Testimonials:** Income tax/sales tax clearance certificates & other testimonials from banks or other authorities may be called by HMSI, where ever necessary.
- Indemnity:** The Seller / Service Provider shall at all times indemnify purchase against all claims, which may be made in all respects of the stores for infringement of any right protected by patent, registration of designs and/or Trademarks provide always that in the event of any claim in respect of the alleged infringement of the patent registered design or trademark being made against the purchaser, the purchaser shall notify the seller who shall at its own expense either settle any such dispute or conduct any litigation that may arise there from.
- Force Majeure:** In the event of stoppage of our production due to strike or lockout or any Act of God or nature or any other unforeseen circumstances, we reserve the right to cancel or modify the Purchase Order without liability for any compensation or claim of any description.
- Jurisdiction:** Any difference or dispute arising out of this purchase order shall be subject to Sole and Exclusive Jurisdiction of Gurugram Courts only.
- Secrecy:** All specifications, drawings, tools and samples, production plan, technical & other information supplied / provided by us for executing this order shall be our exclusive property and shall be returned to us immediately on completion of this order. All tools shall be maintained by you and in the event of damage or loss, you shall be responsible for the same. Under no circumstances you shall disclose to third party, the information contained in our drawings / Specifications etc. without prior consent in writing.
- Arbitration:** Unless and otherwise specified in all cases of dispute which cannot be settled by mutual negotiations, the matter shall be referred for Arbitration in accordance with the Arbitration and Conciliation Act, 1996 at Gurugram by a Sole Arbitrator who shall be appointed with mutual consent of parties. However work / services under the contract shall be continued by the supplier, at the insistence of the Company, during Arbitration proceeding unless otherwise directed by writing by HMSI.
- Insurance:** The liability of insurance till safe delivery at HMSI, supported by insurance certificate (to be furnished before dispatch), will be yours, unless - until, agreed otherwise by HMSI, in writing.
- Material Safety Data Sheet (MSDS):** Any hazardous material like chemicals, plastics etc. should come with MSDS certificate.
- Safety:** All persons deputed by the Supplier Service Provider at HMSI location shall be liable to strictly adhere to all Safety Instructions, as may be issued by HMSI from time to time. HMSI shall not be liable for any losses and damages arising out of non-adherence of Safety Instructions.
- Warranty:** You shall guarantee that the Equipment/Machine/Tooling supplied is free from defects in design and material. The warranty period shall be of 15 months from the date of dispatch or 12 months from the date of commissioning of the machine, whichever is later. If any failure or break down occurs due to some manufacturing defect during the warranty period, it would be entirely on your account. In case any part has to be replaced, It shall be replaced by you on free-of-cost basis. The replaced part(s) shall also be subject to 12 months warranty. The Defect Liability Period, wherever applicable, shall be 12 months from the date of completion of work assigned. In case of any conflict between this clause and any of the warranty / similar conditions as provided elsewhere, this clause shall be prevailing and binding.
- Quality Requirement:** you will ensure that our quality requirement is met in totality, more particularly as per agreed norms, failing which we shall have the right to withdraw/cancel this purchase order already issued in your favor, without any liability. Further, the total amount paid to you, by that time, will become due to us and you shall be liable to refund the same immediately. In case of delay in refund of advance amount / amount due or outstanding beyond 3 days, you shall be liable to refund the same with a penal interest of 12% per annum for the period of delay:
- Terms of Payment:** The payment shall be made as per schedule mentioned in Purchase Order. Wherever Bank Guarantee has to be provided, you shall bear the total bank charges whatsoever may be. The payment shall be released within seven days of furnishing the Bank Guarantee with us.
- Liquidated Damages:** If the supply of the Equipment Machine/Tooling/Services is delayed by you beyond the delivery schedule, liquidated damages @ 1% per fortnight (with a grace period of 15 days) subject to a maximum of 5% of the basic price of the Equipment/Machine/Tooling/Services shall be deducted at source from your due payment with us. However, we, at our sole discretion but without any obligation, reserve the right of accepting the delivery beyond schedule without prejudice to our right of liquidated damages.
- Reward:** In case you meet our Quality requirement in totality and complete your job within the stipulated time period, we may consider some incentive to encourage your team. This would be entirely on our discretion and you shall not claim this as your right.
- Dispatch:** No item / deliverable shall be dispatched without making proper packing i.e. in a fully closed condition and in conformance with the standard commercial practice. You will inform us as soon as shipment is ready for dispatch to enable us to make necessary arrangements at our end.
- You shall ensure that the material loaded on truck or other suitable medium of transport is properly protected against all odds. No material / deliverable shall be dispatched without our consent in writing, which shall not be given unless the material/deliverable is inspected and approved by our representative at your works.
- Inspection:** We reserve our right to inspect, examine and test the material being used and your workmanship at your works, at any given point of time. Trials at your end shall be conducted in presence of our representative, whenever we request you for the same. you shall ensure that your representative shall be present during the trial of the Equipment/Machine/Tooling at HMSI and that he shall be there till the final trial is over.
- The parties represents and warrants that no bribe has been paid and will not be paid in future in relation this PO. The party shall comply with applicable Anti-Corruption Laws.