

Tool & Die Plant, 80, M.I.D.C. Satpur, Nasik 422007 Maharashtra India

### PURCHASE ORDER/CONTRACT/SCHEDULING AGREEMENT

PO NO.

Date

Buyer

: 3102126829

: 08.01.2022

: Jigar Pathak

Vendor Code : FIN001

Vendor Name & Address INDUSUNO ONLINE PRIVATE LIMITED 117:118,, 1ST FLOOR, OPP. HDFC

BANK, S.N. MARG, G.B. ROAD. NEW

DELHI:110006

NEW DELHI 110006 Delhi India. TEL: 9717988356 FAX: GSTIN: 07AADCI9220N1ZA

Header Text: Rate as per last PO Payment Terms: 64 days from date of receipt

Inco Terms: Free del.to stores-Frgt.paid -Delivery Address: M&M Automotive Sector Nasik Plant-2

Tool & Die Plant, 80, M.I.D.C. Satpur, Nasik 422007

QTY **UOM** Rate(INR) Amount(INR) Item Drawing no Part no Description DCN Vendor mat code 10 DS-SHIM-009 200.00 EΑ 28.00 5,600.00

Shim Dia 65 x 3 hole Thick 0.05

Gross Price 28.00

Delivery Date: 27.01.2022

DS-SHIM-010 200.00 EΑ 55.00 11,000.00

Shim Dia 65 x 3 hole Thick 0.1

**Gross Price** 55.00

Delivery Date : 27.01.2022

200.00 11.000.00 DS-SHIM-011 EΑ 55.00 30

Shim Dia 65 x 3 hole Thick 0.2

Gross Price 55.00

Delivery Date: 27.01.2022

DS-SHIM-012 100.00 EΑ 55.00 5,500.00

Shim Dia 65 x 3 hole Thick 0.3

Gross Price 55.00

Delivery Date : 27.01.2022

100.00 55.00 5,500.00 DS-SHIM-013 EΑ

Shim Dia 65 x 3 hole Thick 0.4

**Gross Price** 55.00

Delivery Date : 27.01.2022

DS-SHIM-014 100.00 EΑ 55.00 5.500.00

Shim Dia 65 x 3 hole Thick 0.5

Gross Price 55.00

Delivery Date: 27.01.2022

Total In Word(INR): FORTY-FOUR THOUSAND ONE HUNDRED ONLY TOTAL VALUE: 44,100.00

#### Other Tax As Applicable

TERMS & CONDITION
1. ORDER ACCEPTANCE MUST BE SUBMITTED IMMIDIATELY AFTER RECEIPT OF P.O., & REVISED/UPDATED STATUS MUST BE COMMUNICATED TO RESPECITVE BUYER TWICE IN A WEEK.

Acceptance of this Order/Contract/Scheduling Agreement constitutes an acceptance of the terms and conditions on the face and reverse hereof.

STATE PARTNO., P.O.NO., P. CON NO., CAT, -CODE AND VENDOR CODE ON ALL CHALLANS AND BILLS .BILLS IN DUPLICATE MUST BE SUBMITTED DIRECTLY TO ACCOUNTS DEPT., (BILL PAYABLE SECTION)

GST Number : 27AAACM3025E1ZZ

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REGD. OFFICE: Gateway Building, Near Gateway Of India. Apollo Bunder, Mumbai -400039

Website : WWW.MAHINDRA.COM CIN :L65990MH1945PLC004558

GST Number: 27AAACM3025E1ZZ PAN No.

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- 2. ABOVE PRICES ARE FOR FREE DELIVERY TO OUR STORES

- 3. GST AS APPLICABLE AT THE TIME OF DESPATCH.
  4. PACKING/FORWARDING CHARGES ARE INCLUDED IN ABOVE AMOUNT.
  5. ITEMIZED LIST OF CONTENTS OF THE CASES, PACKAGES, OR CARTONS ETC., MUST ACCOMPANY THEREWITH BEARING REFERENCE TO OUR PURCHASE ORDER
- 6. ALL YOUR CORRESPONDENCE MUST BE ADDRESSED TO THE ABOVE BUYER AT SUPPLY MODULE, TOOL & DIE PLANT, 80, MIDC, SATPUR, NASHIK 422007
  7. NON-ACCEPTANCE OF THIS ORDER SHALL BE CONVEYED TO US WITHIN TEN DAYS OF ITS RECEIPT BY YOU. FAILING WHICH UNCONDITIONAL ACCEPTANCE THEREOF HAS BEEN AGREED
- RECEIPT BY YOU. FAILING WHICH UNCONDITIONAL ACCEPTANCE THEREOF HAS BEEN AGREED BY YOU TO BE CONCLUSIVE.

  8. I) ALL ITEMS MANUFACTURED BY YOU, ACCORDING TO OUR BLUEPRINTS /DRAWINGS / DESIGNS / MANUFACTURING DATA / SPECIFICATIONS OR INFORMATION PERTAINING THERETO RECEIVED BY YOU FROM US OR FROM ANY OTHER SOURCES SHALL NOT BE UTILIZED BY YOU OR ANYONE ON YOUR BEHALF FOR THE PURPOSE OF SALE, MANUFACTURE, OR ANY OTHER PURPOSE, SAVE AS HEREIN PROVIDED FOR, TO OR BY ANY THIRD PARTY II) ANY DRAWING, SAMPLES AND/OR ANY OTHER TECHNICAL DATA MADE AVAILABLE TO YOU FOR MANUFACTURING OUR REQUIREMENTS SHOULD BE TREATED WITH UTMOST CONFIDENCE AND RETURNED TO US ON DEMAND.

- 9. I) YOU MUST ENSURE AND GUARANTEE THAT ALL THE ITEMS SUPPLIED BY YOU AGAINST THIS PURCHASE ORDER ARE STRICTLY ACCORDING TO OUR DRAWINGS, SPECIFICATIONS AND SAMPLES APPROVED BY US, FULL WELDING TO BE DONE FOR WELDED PARTS.

  II) ANY CHANGE IN PROCESS/MATERIAL/SUB VENDOR/DESIGN/INDIGENIZATION SHALL BE
- INFORMED TO US AND IMPLEMENTED ONLY AFTER OUR APPROVAL. WE HAVE THE DISCRETION TO EVALUATE THESE PARTS AS A SAMPLE.

  III) PRE-DELIVERY INSPECTION REPORT AS PER MAHINDRA TOOL AND DIE PLANT DIVISION
- FÓRMAT / MSDS MUST ACCOMPANY WITH EVERY ASSIGNMENT WITH ALL CRITICAL **PARAMETERS**
- IV) FOR EACH BATCH OF COMPONENTS, YOU WILL CONDUCT SUCH TESTS/SUPPLY TESTS
- SPECIMENS AS MAY BE REQUIRED BY US (i.e., ALLOY STEEL, CuCr).

  V) THE SUPPLIER SHALL BE RESPONSIBLE FOR PROPER PACKAGING (CASE, CONTAINERS)
  MATERIAL TO SECURELY PACK THE PRODUCTS TO AVOID ANY DAMAGES AND/OR LOSSES THERETO. RECYCLABLE PACKAGING IF ANY MAY BE RETURNED TO THE SUPPLIER ELSE AS AGREED IN THE DELIVERY TERMS SPECIFIED IN ORDER.
- VI) PLASTIC MATERIAL/THERMOCOL INCLUDING BUBBLE PLASTIC MATERIAL USED FOR WRAPPING THE MATERIAL AT THE MANUFACTURING STAGE OR IS AN INTEGRAL PART OF THE MANUFACTURING SHALL COMPLY THE FOLLOWING CONDITIONS
- a. THE PACKAGING MATERIAL SHALL BE MORE THAN 50 MICRON THICKNESS.
  b. THE PACKAGING MATERIAL SHALL BE MADE UP OF MINIMUM 20% RECYCLABLE PLASTIC
- c. THE PACKAGING MATERIAL SHALL BE PRINTED WITH MANUFACTURER#S DETAILS, TYPE OF PLASTIC WITH CODE NUMBER AND BUY-BACK PRICE.
  d. OBTAIN THE REGISTRATION UNDER PLASTIC WASTE MANAGEMENT RULES AMENDED TIME
- TO TIME
- e. AVOID WOODEN PACKAGING, IF YOU HAVVE TO RECOLLECT AND REUSE THE SAME.

  10. PAYMENT FOR MATERIAL ON THIS ORDER PRIOR TO INSPECTION SHALL NOT CONSTITUTE ACCEPTANCE THEREOF.

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11. PLEASE MAKE A SEPERATE INVOICE FOR EACH ITEM IN THIS PO.
12. YOUR INVOICE MUST HAVE ABOVE P.O.NO., PO SERIAL NUMBER, PART NUMBER & THE VENDOR CODE EXACTLY AS MENTIONED ABOVE.PLEASE NOTE ABSENCE OF THESE DETAILS MAY RESULT IN DELAY IN RECEIVING OF MATERIAL &/OR PAYMENTS.
13. AT THE TIME OF DELIVERY OF MATERIAL ORIGINAL COPY OF THE INVOICE MUST BE SUBMITTED AT OUR STORES, DUPLICATE FOR TRANSPORTER COPY IS MUST BE SUBMITTED AT OUR STORES WHILE DELIVERING THE MATERIAL, AN EXTRA COPY FOR STORES IS MANDATORY 14. IMMEDIATELY ON DISPATCH OF MATERIALS, KINDLY INFORM US THE DISPATCH PARTICULARS VIZ. AIR/RAILWAYS/LORRY RECEIPT NUMBER AND DATE OF DISPATCH, NAME OF TRANSPORTER AND TOTAL VALUE IF THE CONSIGNMENT. FOR THE DELAY OF DELIVERY OR AND OTHER DISPATCH DOCUMENTS, ANY DEMURRAGE OR PENALTY ETC SHALL BE BORNE BY YOU AT 0.5% ON PO VALUE, TIME OF DELIVERY IS THE ESSENCE OF THIS ORDER AND WE RESERVE THE RIGHT TO CANCEL THIS ORDER WITHOUT LIABILITY OR WAIVER OF ANY OTHER REMEDIES IF DELIVERIES ARE NOT AFFECTED AS SPECIFIED HEREIN OR ACCORDING TO WRITTEN DELIVERY SCHEDULES FURNISHED BY US OR FOR UNSATISFACTORY PERFORMANCE OF THIS 11. PLEASE MAKE A SEPERATE INVOICE FOR EACH ITEM IN THIS PO. DELIVERY SCHEDULES FURNISHED BY US OR FOR UNSATISFACTORY PERFORMANCE OF THIS ORDER. ALL SUCH DELIVERY AUTHORISATIONS SHALL BE DEEMED TO BE INCORPORATED HEREIN AND MADE A PART THEREOF.

15. ENVIRONMENT, HEALTH AND SAFETY (EHS) & LABOUR STANDARDS: I) THE SUPPLIER SHALL ACT IN ACCORDANCE WITH RELEVANT LOCAL AND INTERNATIONAL RECOGNIZED ENVIRONMENTAL LAWS.

II) THE SUPPLIER AGREES AND UNDERTAKES TO COMPLY WITH ALL LAWS RELATING TO LABOUR, INCLUDING BUT NOT LIMITED TO, THE CONTRACT LABOUR
III) THE SUPPLIER SHALL NOT DIRECTLY OR INDIRECTLY USE OR EMPLOY CHILD LABOUR. THE
SUPPLIER SHALL COMPLY WITH ALL APPLICABLE LAWS INCLUDING PROVISIONS OF THE
FACTORIES ACT, 1948; CHILD LABOUR (PROHIBITION AND REGULATION) ACT, 1986.
IV) FOR JOB DEPARTOR OF THE PROPERTY OF THE IV) FOR JOB/WORK TO BE EXECUTED AT MAHINDRA TOOL AND DIE PLANT PREMISES, YOU SHALL AQUIRE THE PERMISSIONS FROM ER PLANT-1.

V) IN CASE OF VIOLATION OF ANY EHS REQUIREMENT, ACTION WILL BE TAKEN DEPENDING ON THE GRAVITY OF VIOLATION THAT MAY INCLUDE TERMINATION OF CONTRACT. IF THE CONSIGNMENT. FOR THE DELAY OF RAILWAY RECEIPT OR AND OTHER DISPATCH DOCUMENTS, ANY DEMURRAGE OR PENALTY ETC SHALL BE BORNE BY YOU.

16. ANY LIABILITY ON ACCOUNT OF NON-OBSERVANCE OF THE PROCEDURES, RULES ETC. APPLICABLE TIME TO TIME RELATING TO GST, EXCISE DUTY OR ANY OTHER GOVT. LEVIES ETC. RELATED PROVISIONS AS CONTAINED IN RESPECTIVE FINANCE ACT AND LOCAL LEVIES SHALL BE THE RESPONSIBILITY OF THE SELLER/CONTRACTOR AND SHALL NOT BE BORNE BY US.

17. ANY RAW MATERIAL OR COMPONENT OR MACHINE OR EQUIPMENT, IF GIVEN TO YOU AS VENDOR AID ON YOU CHARGES BASES TO ENABLE YOU TO EXECUTE THIS ORDER/CONTRACT. VENDOR AID ON 'NO CHARGES BASES TO ENABLE YOU TO EXECUTE THIS ORDER/CONTRACT WILL REMAIN OUR PROPERTY WITHOUT ANY TITLE IN YOUR FAVOUR. YOU WILL NOT HYPOTHECATE SUCH MATERIALS WITH ANY BANK OR AGENCY. THE COST OF MATERIAL SPOILT BY YOU OVER AND ABOVE THE PERMISSIBLE WASTAGE ALLOWED BY US WILL BE DEBITED TO YOU.

18. ANY CLAIM UNDER THE COMPANY WARRANTY POLICY ACCEPTED BY US ARISING FROM DEFECTS IN MATERIALS SUPPLIED BY YOU WILL BE PASSED ON TO YOU FOR SIMILAR ACCEPTANCE. OUR DECISION IN THIS MATTER SHALL BE FINAL AND BINDING UPON YOU.

19. I) COMPONENTS WHICH GET REJECTED AT OUR PREMISES DUE TO DEFECTIVE MATERIAL OR WORKMANSHIP ON YOUR ACCOUNT WILL BE YOUR PROPERTY LYING WITH US, AT YOUR RISK.

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REMOVAL FROM OUR WORKS WILL BE YOUR RESPONSIBILITY. FURTHER YOU SHALL REFUND US

ANY PAYMENT MADE TO YOU AGAINST SUCH DEFECTIVE MATERIAL.

II) WE RESERVE THE RIGHT OF REJECTING THE MATERIALS WITH SUBSEQUENT PROCESSING IF DEFECTS ARE NOTICED AT ANY STAGE EVEN THOUGH, THEY HAD BEEN ACCEPTED AT THE INCOMING INSPECTIONS. SUCH REJECTION WILL BE REPLACED BY YOU AS PER MUTUAL AGREED TIMELINE AND ALL FREIGHT HANDLING COST OR ANY OTHER COST OF SUCH REPLACED MATERIAL WILL BE BORNE BY YOU

III) OUR DECISIONS IN RESPECT OF THE REJECTIONS SHALL BE FINAL AND BINDING ON YOU,

AND FOR ALL REJECTIONS, ADJUSTMENT WILL BE MADE IN YOUR ACCOUNT.

IV) FOR THE COMPONENTS REJECTED AT OUR PREMISES, WE WILL SEND BACK TO YOU ON TO PAY BASIS.

20. EXCEPTS AS OTHERWISE AGREED IN WRITING, YOUR PRICE IS A FIXED PRICE INCLUSIVE OF PRICES FOR ALL RAW- MATERIAL, MANUFACTURING COST & OTHER INPUT COSTS AND IS NOT VARIABLE FOR THIS ORDER.

21. ANY TERMS AND CONDITIONS RESCINDING ADDING OR ALTERING THE TERMS OF THIS ORDER SUBSEQUENTLY, SHALL BE IN WRITING ONLY. ALL SUCH ADDITIONS ALTERATION, ETC SHALL BE DEEMED TO BE INCORPORATED HEREIN AND MADE PART THEREOF.

22. IN THE EVENT OF ANY BREACH OF THIS CONTRACT ON YOUR PART, YOU HAVE AGREED TO COMPENSATE US IN SUCH MANNER AS MAY BE REASONABLY DETERMINED.

For MAHINDRA & MAHINDRA LTD.

Authorized Signatory This is a computer generated document, no signature is required

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