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PO No :

Date :

Buyer :

Telephone No. :

Fax No. :

C.P. :

GST No :

Terms & Conditions :

For Mahindra & Mahindra Ltd

AUTHORISED SIGNATORY



Page : 3 of 5

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TERMS & CONDITIONS

1. You must ensure and guarantee that all the item supplied by you against this Purchase Order are strictly according to our specifications ,drawing and samples approved by us. We reserve the right at any time make changes in drawings and specifications as to material and / or work covered by this order and in such event if increase or decrease in the production cost is caused the price set thereunder shall be equitably adjusted.
2. All items manufactured by you, according to our Blue-prints/drawings/designs/manufacturing data/specifications or information`s 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 here in provided for, to or by any third party.
3. All supplies, will be subject to preliminary inspection as per clause 1 and rejected items shall be replaced free of cost by you within reasonable time. Materials subsequently found defective shall also be replaced free of cost by you with in reasonable time.
4. (i) Payment for material on this order prior to inspection shall not constitute acceptance thereof.
(ii) The payment for the goods supplied, shall be made by us within 30 days of the due date shall mean the date mentioned in payment terms.
5. All rejected materials will be stored by us at your risk for a period of 15 days from the date of such information to you and you shall arrange for their disposal at your cost. If the rejected is not collected by you the aforesaid time, we shall be entitled to dispose if of and remit the proceeds thereof you, after retaining actual disposal cost incurred by us, or at our discretion return the rejected material to you at your cost.
6. Except as otherwise agreed in writing your price is a fixed price inclusive of prices for all raw-material manufacturing cost and freight etc. and is not variable for this order.
7. Any terms and conditions rescinding, adding to or altering the terms if this order subsequently shall be in writing only. All such additions, alternations, etc. shall be deemed to be incorporated herein and made part hereof.
8. 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 .
9. It is agreed that all disputes arising in respect of this order shall be decided by a competent Court at respective State Court and shall be subject to the jurisdiction of respective State Court only.
10. 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 by you to be conclusive.
11. 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 effected a specified herein or according to written Delivery schedules furnished by us or for unsatisfactory performance of this order. All such delivery authorizations shall be deemed to be incorporated herein and made a part thereof.
12. You shall deliver the goods as per schedule stipulated herein.
13. Immediately on dispatch of materials kindly inform us the dispatch particulars viz. Air/Railway/Lorry receipt number and date of dispatch, name of transporter and total value of the consignment.
14. Your personal while working in our plants will take suitable precautions to avoid fire hazards and any other hazardous activity which will endanger the safety of any personal. They will abide the safety regulations in force at our plants.
15. You will guarantee the materials/equipment supplied by you against defective material and faulty workmanship for a period of fifteen months from the dated of receipt by us twelve months from the date of commissioning of the equipments on production basis to our entire satisfaction at our plant by you free cost. The guarantee for such replaced parts shall then be 12 months from the date of recommissioning.
16. You will make available the services of your servicing Personnel within a reasonable time for installation, commissioning and serving of the equipments and shall replace any detective part at mutually agreed rate.
17. The ordered quantity is only an approximate indication of our off take. You shall deliver the goods strictly as per schedule released on you from time to time.
18. Any Raw Material or components, if given to you as vendor aid on "NO CHARGES BASIS " 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. In the event of rejection due to defective castings, forgings or partly processed material given by us we will pay you for the actual percentage allowance towards defective material supplied by us as the permissible wastage allowance given to you A quarterly statement showing material issued to you and supplies made by you, MUST be submitted to us in duplicate.

For Mahindra & Mahindra Ltd

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19. Any liability on account of GST that may arise under the relevant status shall be the responsibility of the sellers / contractors & shall not be come by M & M Ltd.
20. OHSAS (Occupational Health and Safety Assessment System) :- You will follow safety & environmental rules of M&M & ensure safe working while executing the contract.
21. ISMS (Information Security Management System) :- You shall take utmost care to maintain confidentiality of the information provided by M&M , like disclosure of drawing , Agreement , Price etc.
22. Registered office : Gateway Building , Apollo Bunder , Mumbai 400 039. Tel No. 022-22021031
CIN No :- L65990MH1945PLC004558; Website : www.mahindra.com

INSTRUCTIONS

1. State Part/Tool/Drawings No. and Vendor code on all Challan/Invoices Submitted by you.
2. You have to follow all procedure, rules, etc. GST Act and indicate in your Delivery note the GST number allocated to you and the notification number under which your goods are exempted from GST levy. Any default on your part due to non-observance of the GST Act and Rules made there under will be your responsibility.

Farm Division Location wise Plant Address

KANDIVLI
Farm Division
Akurli Road, Kandivli East
Mumbai 400101
Phone No:-022-66483051
TIN No: - 27750410573V W.E.F
01.04.2006
CST No: - 27750410573C W.E.F
01.04.2006
ECC NO: - AAACM3025EXM005
Range 02, Division- Malad
Commissionerate Mumbai V
Regn.No. of Factory :R/MF/2908020015
PAN No:-AAACM3025E

NAGPUR
Farm Division
Hingana Road, MIDC Area
Nagpur 440016
Phone No:- (07104) 237261 to 65
TIN No: - 27750410573V W.E.F
1.04.2006
CST No: - 27750410573C W.E.F
1.04.2006
ECC NO: - AAACM3025EXM007
Range-IV, Division- I
Commissionerate Mumbai V
Regn.No. of Factory :R/MF/2908020015
PAN No:- AAACM3025E

JAIPUR
Agri Development Centre
Village Mahla, Tahsil Dudu
Ajmer Road, Jaipur 303012
Rajasthan, Phone No:- 0141-5123812
5149850, 2864912
TIN No: - 08492101400
CST No: - 08492101400C
ECC NO: - AAACM3025EXM010
Range-VI, Division- II
Commissionerate Jaipur
Regn.No. of Factory :2/ch-84 & 87/R-VI/
MFG/2001
PAN No:-AAACM3025E

ZAHEERABAD
Farm Division,
Near Bidar 'T' Junction
Zaheerabad # 502220
Dist: Medak
Telangana
Phone No:- 08451-276300
TIN No: - 36801474697
CST No: - 36801474697
ECC NO: - AAACM3025EEM042
Range:Zaheerabad, Division: Hyderabad-C
Commissionerate Hyderabad-I
Regn.No:AAACM3025EEM042
Service Tax
Regn.No:AAACM3025ESD041
PAN No:AAACM3025E

RUDRAPUR
Agri Development Centre
Kichha Road, Lalpur
District :- U.S Nagar-263143
Phone No :- 05944-280723, 725
TIN No: - 05004487439 W.E.F
09.11.2000
CST No: - RU0023809 W.E.F
08.11.2000
ECC NO: - AAACM3025EXM009
Range:II , Rudrapur Division: Rampur
Commissionerate Meerut-II
Regn.No:AAACM3025EXM009
Service Tax no:AAACM3025EST009
PAN No:-AAACM3025E

For Mahindra & Mahindra Ltd



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