

655, T.H ROAD, THIRUVOTTIYUR, CHENNAI - 600 019. TAMILNADU  
PHONE:044-39249093-97, FAX:044-25735481



**GST No: 33AAACC2474P1ZI**

# Purchase Order

/ MOD4

[illegible]

for CARBORUNDUM UNIVERSAL LIMITED

**CARBORUNDUM UNIVERSAL LIMITED**

655, T.H ROAD, THIRUVOTTIYUR, CHENNAI - 600 019. TAMILNADU  
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**33 - TAMIL NADU****PO No: TVTPO/003924/21 - 01/02/2022 GST No: 33AAACC2474P1ZI**

4. Our Purchase Order reference (No mistake in prefix and numeric digit)
5. Our Item Code, HSN Code , Description and Quantity ( Mention as per PO for item code and description . If any deviation kindly clarify and send the material)
6. If you are ASN vendor please send the material after raising ASN . Kindly mention the ASN no in your invoice.
7. Please check your Invoice Date, Rate, Quantity , HSN code (Please verify the balance quantity) , Freight amount and Signature.

We request you to verify this at the time of loading the consignment at your place .

Mandatory for allowing vehicles :1. RC Book , 2 . FC , 3 Driving License , 4. Emission test certificate , 5. Insurance , 6. Spare tyre , 7. Spark arrester / Trem card (If applicable ) and Hand brake.

General Instructions :

- 1.Driver to follow safety procedures
  2. To drive at a speed not more than 15 KMPH inside the factory premises
  3. Mobile phone will not be allowed inside
  4. Dress code : Shirt with Pant / Shorts and Shoes.AS PER QUOTE NO:QT-22010181
- DT:31/01/2022

**Submit Third Party Invoice, if taken services to complete this purchase transaction, the Third Party Invoice to be in the Name of CARBORUNDUM UNIVERSAL LIMITED with GST Number.**

**"We reserve the right to withhold the payment to the extent of GST portion indicated in your invoice for supply of goods/services against this PO till the same is reflected in the GSTR-2A. We shall recover the GST amount paid against your invoices in case the same is not paid to the Government by you."**

**"In case of any Tax, interest or penalty loss is incurred by us on account of non-compliance of GST provisions by you at a later date, the same should be indemnified by you"**

**"In case of any Integrity related concern, please write back to [ethicsabr@cumi.murugappa.com](mailto:ethicsabr@cumi.murugappa.com). We value your relationship and your concerns shall be provided with at most priority"**

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**PO No: TVTPO/003924/21 - 01/02/2022** GST No: 33AAACC2474P1ZI**TERMS AND CONDITIONS**

[Attached to the Purchase Order issued by Carborundum Universal Limited  
(hereinafter referred to as "CUMI")]

This Purchase Order (PO) has been issued on the basis of Supplier's quotation referred in the first page, subject to the terms and conditions mentioned hereinafter:-

1. Acknowledgment & Amendment of PO: Kindly acknowledge the receipt of this purchase order by return. If no acknowledgement is received within 2 working days from the receipt of the same, then the said purchase order will be deemed to be accepted in all aspects. Buyer shall have the right to make changes to product specifications at any time but not later than 05 business days from the date of acceptance of the relevant Purchase Order by the Supplier, such as material substitution, material addition, material deletion, material repositioning, or other change in specification to which product must conform. Buyer shall issue to Supplier an Engineering Change Order ("ECO") or Engineering Change Notice ("ECN"), electronically or in such form as Buyer may elect, as formal notice of such changes.

## 2. Prices:

2.1 All prices are firm as agreed and shall not be subject to any change.

2.2 Sellers price includes all taxes and duties.

2.3 Sellers Invoice shall in all cases, bear buyer's order number. Invoice number shall be as per the GST Guidelines.

2.4 Buyer shall be entitled to reject sellers Invoice if it fails to Include buyer's order number or it otherwise inaccurate and resulting delay in payment shall be seller's responsibility.

2.5 Seller warrants that it is authorized to receive payments in the currency stated in this order. No extra charge of any kind will be allowed unless specifically agreed in writing by buyer.

2.6 Buyer shall be entitled at any time to set off any and all amounts owing from Seller to Buyer or a Buyer Affiliate on this or any other order. 'Affiliate' shall for the purposes of this order mean, a corporation controlled by or under common control with a party hereto; for the purpose of this Article, 'control' shall be measured by direct or indirect ownership of more than fifty percent (50%) of the voting stock or capital.

## 3. Delivery Schedule:

Dispatch against this Purchase Order shall be made by the Supplier as per the schedule prescribed either in this document or communicated separately before supply takes place from the Supplier's end.

## 4. Invoice:

Supply against this Purchase Order shall be made under the cover of Invoice. All the Invoices issued by the Supplier must bear this Purchase Order reference. If the supply Invoice is issued under the provisions of GST Act/Rules, by charging Goods and Service Tax (GST), then the delivery of goods at the Buyer's / Consignee's location shall be made along with Invoice copy duly marked as "Original for Recipient" and "Duplicate for Transporter", failing which goods shall not be accepted by the Buyer and the entire consignment will be returned on 'Freight To Pay Basis', without making any enquiries with the Supplier.

## 5. Place of Supply:

The Buyer do not vouch for the legal position adopted by the Supplier of goods in the determination of the 'Place of Supply' as defined under the GST Act and the Supplier shall seek adequate clarification from the Buyer. In the event the same is questioned by the authorities later leading to any disallowances of Input Tax Credit, the Supplier shall be responsible for such denial of Input Tax Credit to the Buyer and in such cases the Supplier shall make good the loss of tax collected from the Buyer.

## 6. Specific Condition:

(i) The Supplier shall provide a Declaration / Self-Certificate (either on Invoice or otherwise) stating that the taxes which have been collected / withheld on behalf of the Buyer have been paid / will be paid to the account of the Government within the due dates specified under the relevant statutory laws. It may please be noted that if the Buyer, due to any reasons, is not able to avail any tax credit due to any short coming on the part of the Supplier (which otherwise should have been available to the Buyer in the normal course) including such necessary registrations etc., then the Supplier at their cost and efforts will get the short coming rectified. If for any reason the same is not possible, then the Supplier shall make 'good' the loss suffered by the Buyer due to the tax credit it lost in that transaction. All requisite forms and registrations shall be in place in order to effect this Purchase Order.

(ii) Under the GST laws, any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to the Buyer. Similarly, the benefits enjoyed by the Buyer's Vendors and other business partners engaged in the Supply Chain, is also required to be passed on to the Supplier by such business partners, which in turn shall be passed on to the Buyer by way of price reduction. Accordingly, the Supplier is expected to pass on any direct or indirect benefits arising thereon.

(iii) The responsibility to pass on the above benefits vests with the Supplier, as our 'responsible vendors' and the Buyer is vested with rights to understand such benefits and seek the manner / mechanism in which such benefits are passed on to the Buyer.

(iv) This Purchase Order shall be void, if at any point of time, the Supplier is found to be blacklisted or rated very low in the scoring rate, as determined by CUMI, the GSTN or by any Authorities in this regard.

(v) All the necessary adjustments in the supplies made (e.g.) Credit Note, Debit Notes, rejections etc., shall be made before the month of May of the succeeding Financial Year.

(vi) In case of receipt of advance, the Supplier shall be responsible to raise the Advance Receipt Voucher, as required under the GST laws.

(vii) The Supplier shall declare all the particulars that may be required in the Electronic Way Bill (E-way Bill), when such functionality is made mandatory by the Government, for the purpose of transportation of goods.

(viii) TDS or TCS shall be deducted at applicable rate as mandated by applicable statutory provisions / regulations / rules.

(ix) Buyer shall have the right to terminate / modify a Purchase Order in the event of a material change in lead time by Supplier for products covered under this Purchase Order which CUMI / Buyer is unable or unwilling to accommodate.

(x) For the supply of imported goods, GST would not be applicable, while TDS might be applicable as per law for import of service.

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**PO No: TVTPO/003924/21 - 01/02/2022** **GST No: 33AAACC2474P1ZI****7. Payment Terms:**

Payment for the supply made against this Purchase Order will be made as per the terms indicated thereon or as per the mutually agreed terms.

**8. Delivery Terms:**

- (i) In case of delayed delivery (i.e.) delivery made not as per the schedule indicated by the Buyer, a notice in advance, in writing, shall be communicated by the Supplier; else, such delivery is liable for rejection by the Buyer and such goods will be returned to the Supplier on freight to pay basis unless otherwise agreed in writing
- (ii) The Buyer shall not be held responsible for payment of demurrage due to delay caused by the transporter.
- (iii) The Buyer reserve the right to cancel this Purchase Order or any unexecuted part of it, if delivery is not made by the agreed date, notwithstanding anything contained in the above-stated clauses.
- (iv) The delivery against this Purchase Order shall be made at our location or any other location as confirmed or directed to be delivered during the working days (from 9 am to 5 pm) and in case if any vehicle is reported beyond the permitted timings, such vehicle will be halted without unloading and the Supplier is liable for any additional cost associated thereof.
- (v) Liquidated Damage: Delivery time is the essence of this order and must be strictly adhered to the time schedule. In case of delay in delivery, 0.5 % per week subject to maximum of 5% per week on PO value would be charged as liquidated damages.
- (vi) **Buyer** will not be held responsible for payment of demurrage due to delay caused by the transporter at the instance of the seller.

**9. Packages:**

All packages in the consignment should be clearly marked or properly labelled with this Purchase Order reference and or any other details that may be specifically requested by the Supplier. Laws related to Legal metrology in respect of packaged goods shall be abided accordingly.

**10. Rejection:**

If the goods are supplied are rejected by the Buyer, due to any reasons, such goods will be sent to the Supplier on freight to pay basis. Alternatively, the Supplier shall ensure the removal of such rejected goods from the premises of the Buyer, within 15 days from the date of intimation of such rejection / defects in the goods supplied. Removal of Heavy machinery shall be at **Supplier's** cost and risk.

**11. Drawings & Specifications:**

All drawings, specifications, technical illustrations, photographs etc., provided by the Buyer, for effecting supplies in terms of this Purchase Order, would remain the Intellectual Property of the Buyer and the same must be returned back to the Buyer upon request, either along with the supply or thereafter.

**12. Force Majeure:**

CUMI shall not be liable for failure to perform any of its obligations including but not limited to taking delivery of the material / equipment / receive the services under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to Act of God, natural catastrophes, fire, flood, strike, endemic, epidemic, pandemic, riots, drought, terrorist attack, act of Government or State, war, civil commotion, insurrection, embargo, prevention from or hindrance in operating business by Government directives or regulations, obstruction to any raw materials, energy or any other event which is beyond the control of CUMI ( collectively referred to as "Force Majeure" Events ). In such event, however, CUMI may promptly provide the other party a written notice within 10 days from the occurrence of the Force Majeure event . The delayed time for performance shall be excused for the duration of the Force Majeure. If the delay continues for a period of more than thirty (30) days and substantially affects the very purpose of this Agreement , then CUMI shall have the right to terminate this Agreement immediately .

**13. Jurisdiction:**

Any dispute arising out of this Purchase Order shall be subject to the jurisdiction of High Court of Madras or under any of its subordinate courts.

**14. Limitation of Liability:**

(i) CUMI shall under no circumstances whatsoever be liable (whether by way of indemnity or otherwise) for any consequential, indirect, incidental, special, or punitive damages, whether foreseeable or unforeseeable, (including claims for loss, interruption in use or unavailability of data, loss of goodwill, loss of profits, loss of business, stoppage of other work or impairment of other assets, delay in taking delivery, failure to take delivery of the products / goods (or) rescind the contract on various reasons) and in no event will CUMI's aggregate liability to the Supplier (specify the Supplier) under this Agreement exceed the sale consideration of the subject transaction. (ii) Except the claims as contemplated hereinabove, CUMI shall not be liable otherwise including but not limited to any special damages arising from any claim or action herein whether based on Contract, Tort, or other legal theory.

**15. General Conditions:**

- (i) The Supplier shall ensure dispatch of goods along with the relevant Test Certificate for each Batch of supply. The Supplier is required to indicate the Batch Number and Quantity per Batch in the Supply Invoice. "The commercial documents including invoice (commercial documents) may also be placed through 'CUMI Connect app or Website vide the link, <https://cumiconnect.com/sp>, which would facilitate both the seller and the buyer to track all the shipments and ensure faster processing of commercial documents".
- (ii) As part of the Commitment to the Environment and Society, the Supplier shall ensure that and adhere to:-
  - (a) Use of Plastic in any form of thickness less than 50 micron or any other specification as directed by the authorities from time to time in this regard , is prohibited.
  - (b) Use only eco-friendly products conforming to the requirements of REACH, ROHS and other local regulations and standards.
  - (c) If Supply of any Chemicals involved, the same should accompany with MSDS. Any violation of the above terms and conditions shall be at the risk and liability of the Supplier.
- (iii) Prevailing Terms & Conditions: To the extent that there is a conflict between or ambiguity relating to the terms and conditions of this PO and any other commercial documents including Invoice raised by the Supplier, Delivery Challan, Lorry Receipt, Acknowledgement issued by the Buyer for having received the materials (collectively referred to as commercial documents) etc., the wording representing the terms and conditions of this PO shall govern over those commercial documents.

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