

**Vadilal Industries Ltd.**

53, Shrimali Society, Near Navrangpura Rly Crossing, Navrangpura Ahmedabad 380009

State: Gujarat, Country: India

Ph :079 26564018-24 , Website : www.vadilalgroup.com

**GST No** : 24AAACV4887F2Z5, **PAN No** : AAACV4887F, **CIN No** : L91110GJ1982PLC005169

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|--|------------|--|--|
| <b>Vendor No.:</b> CTHE0074  |            | <b>Purchase Order</b> : 4700145527   | <b>PO Version</b> :                      |
| <b>Vendor's Name &amp; Address</b><br><b>ESDS SOFTWARE SOLUTION LIMITED</b><br>B-24 & 25 NICE INDUSTRIAL AREA, SATPUR MIDC,<br>NASHIK 422007 Maharashtra India<br>Tel : 9595247247<br>E-mail : purchase@vadilalgroup.com   |            | <b>PO Type</b> : ZSER(Vadilal Service PO)<br><b>PO Date</b> : 05.04.2024   | <b>Version Date</b> :<br><b>ISO NO</b> : |
| <b>Deliver Address</b><br>Vadilal Industries Limited Head Office<br>53, Shrimali Society,Near Navrangpura Rly<br>Crossing,Navrangpura<br>Ahmedabad<br>Gujarat India 380009<br>079 26564018-24  |            | <b>Total Basic Value</b> 1,579,693.50 INR<br><b>Other Charges</b> 0.00 INR<br><b>Taxes</b> 284,344.83 INR<br><b>Total Order Value</b> 1,864,038.33 INR<br><b>Taxes Description</b> Input : 18 % IGST |  |
| <b>Important Terms &amp; Conditions :</b><br>Payment Terms : Quaterly Advance<br>The contract can be terminated by 1 month notice period on either side.<br>Period from 01-Jul-24 to 31-Dec-24<br>Please make sure your Invoice Terms & Condition as per our PO.                             |            |  |  |
| <b>Special Instruction</b><br>1. We the company Vadilal Industries Ltd. , are require to make the TDS U/S 194Q if applicable, hence you are not require to charge TCS.<br>The Agreement is as per the attached Annexure.<br>The support on the mentioned production servers will be 24X7X365 |            |  |  |
| Prepared By  | Checked By | Authorised Signatory   |  |

PO Number : 4700145527

| Sr  | Item Code         | Material Description & Specification | HSN/SAC Code   | Quantity | UOM | Delivery Date | Rate       | Value<br>₹ | Disc<br>Value | Excise | SGST/<br>UGST | % | CGST | % | IGST      | %         | Cess | % | Total Amt (incl.<br>tax) |            |
|-----|-------------------|--------------------------------------|--|----------|-----|---------------|------------|------------|---------------|--------|---------------|---|------|---|-----------|-----------|------|---|--------------------------|------------|
| 10  |                   | SAP BASIS<br>SERVICES-APR-JUN-24     |  | 1.000    | AU  | 05.04.2024    | 478695.00  |            |               |        |               |   |      |   | 86165.10  | 18.0      |      |   | 564860.10                |            |
| SE1 | SR0697            | SAP BASIS SERVICES                   | 998519   | 1.000    | MON |               | 447195.00  | 447195.00  |               |        |               |   |      |   |           |           |      |   |                          |            |
| SE2 | SR0697            | HANA DB MONITORING                   | 998519   | 1.000    | MON |               | 31500.00   | 31500.00   |               |        |               |   |      |   |           |           |      |   |                          |            |
| 20  |                   | SAP BASIS<br>SERVICES-JUL-DEC-24     |  | 1.000    |     | 03.07.2024    | 1100998.50 |            |               |        |               |   |      |   | 198179.73 | 18.0      |      |   | 1299178.23               |            |
| SE1 | SR0697            | SAP SUPPORT EXPENSES                 | 998519   | 6.000    | MON |               | 183499.75  | 1100998.50 |               |        |               |   |      |   |           |           |      |   |                          |            |
|     |                   |                                      | Total  |          |     |               |            | 1579693.50 |               |        |               |   |      |   |           | 284344.83 |      |   |                          | 1864038.33 |
|     |                   |                                      |  |          |     |               |            |            |               |        |               |   |      |   |           |           |      |   |                          |            |
|     | Other Charges     |                                      |  |          |     |               |            |            |               |        |               |   |      |   |           |           |      |   |                          |            |
|     | Insurance Charges |                                      |  |          |     |               |            |            |               |        |               |   |      |   |           |           |      |   |                          |            |
|     | Pckng & Frwrng    |                                      |  |          |     |               |            |            |               |        |               |   |      |   |           |           |      |   |                          |            |
|     | Freight Charges   |                                      |  |          |     |               |            |            |               |        |               |   |      |   |           |           |      |   |                          |            |
|     | Total Amount      |                                      |  |          |     |               |            |            |               |        |               |   |      |   |           |           |      |   | 1864038.33               |            |
|     | Amount in Words:  |                                      | RUPEES EIGHTEEN LAKH SIXTY FOUR THOUSAND THIRTY EIGHT AND PAISE THIRTY THREE |          |     |               |            |            |               |        |               |   |      |   |           |           |      |   | Total                    | 1864038.33 |
|     | PR Ref No         |                                      |  |          |     |               |            |            |               |        |               |   |      |   |           |           |      |   |                          |            |

Delivery Terms : Free on board ESDS  
Warranty :  
Party Reference :  
Remarks :  
Payment Terms : As per above #Important Terms & Conditions#

## Notes of Vendor:

1. Please ensure that your Invoice match with the Purchase Order in all respects i.e Basic Cost, Net Cost, Locations , Quantity & Payment Terms.
2. In case of Mismatches in full form, please contact us for necessary correction in PURCHASE ORDER and do not dispatch the goods until you receive the corrected PURCHASE ORDER from us.
3. Excess/Defective/Damaged/Expired quantity supplied will not be accepted and should be collected back by vendor within 7 working days. Vadilal Industries Ltd is not responsible for this quantity not collected within stipulated days and same will not be paid for.
4. Please send Original Plus one copy of invoice along with consignment to the dispatch location only.
5. Order is confirmed on above rates. Company is not liable to pay more rate
6. If you fail to supply the materials within the delivery period stipulated, we may purchase the materials at our discretion from other sources at your cost and risk you will be liable to make goods to us any loss and damage we may suffer thereby. This order in that case shall be treated as cancelled
7. The goods ordered hereby should confirm to the latest specifications/samples given by company, in all respects.
8. On receipt of said goods, the company will, on a random sampling basis, inspect the same. Where quality defects are observed or if the said goods are found not to be in accordance with Company's specifications/sample, without prejudice to its other rights, the Company will be entitled to reject the said goods and cancel the order.
9. The Supplier shall be responsible, at all times, for all quality defects, either in the material or in the manufacture of the said goods. All hidden defects, which may be noticed after the sale of the said goods such as colour fading, shrinkage, stretching, losing shape, etc. in such goods will be treated as Supplier's current account/bill/invoice with the Company and charge such amount as the Company may consider appropriate, as transaction charges, for handling the said rejected/defective goods. Any further reprocessing charges incurred by the Company rejected/defective goods and will be returned to the Supplier on "freight to pay" basis and the Company shall have the authority to appropriate the amount in respect of such rejected/defective goods from the after delivery of the goods shall be on account of the Supplier and the Company shall have the authority to appropriate the said amount from Supplier's current account/bill/invoice with the Company.
10. Any claim on the ground of shortage or pilferage or damage of the goods in transit shall be made in writing by the Company not later than 30 days from the date of the arrival of goods at the Company's warehouse/store. The Supplier shall make good such shortage or pilferage or replace such damaged goods as the case may be on priority within the standard delivery period from the receipt of written complaint thereof.
11. The Supplier shall not at any time, use or permit to be used the trademarks, copyrights, designs, brands in respect of the goods covered by this Purchase Order exclusively belonging to the Company otherwise than for the Company. In the event it is found that the said marks and/or designs are used by the Supplier for supplying goods to third parties, the Company shall be at liberty to take such appropriate and / or legal action as may be required from time to time
12. Surplus or rejected goods specially trade-marked and/or designed by the company, for which the Company own the mark or copyright or design, shall not be sold or disposed off by the Supplier in any manner without prior written consent of the Company. In the event of the Company granting consent for the disposal of such rejected goods, the goods shall be sold ONLY after the trade mark / brand name of the Company has been obliterated or removed from the goods/packing, as approved by the Company.
13. The Supplier shall not get the goods manufactured or sub-contracted from any third party without prior written approval of the Company.
14. No liability will arise on the Company in respect of Purchase Orders placed by anyone other than the - authorized signatories.
15. Unless permitted by the Company in writing, the Supplier shall not divulge, publish or cause to be published by any means whatsoever, the details concerning this order or goods covered thereby.
16. Any addition, alteration, modification, variation and amendment or other changes in this order will not be valid unless confirmed by the Company in writing. In case the Supplier wants to cancel the PO or part of it after confirmation by the Supplier, the same shall be done within 7 from the date of accepting the PO, else the Company shall at its discretion impose a penalty of 10% of the cost price of the products / articles not so cancelled with the above prescribed time.
17. The Supplier shall ensure that the products supplied to the Company shall comply with the applicable provisions of the Legal Metrology Act, 2009 and the Legal Metrology (Packaged Commodities) Rules, 2011, The Food Safety and Standards Act, 2006, Food Safety and Standards (Packaging and Labeling) Regulations, 2011 and various Rules and Regulations made thereon or any other laws / statutory regulation/that may be applicable to the products / sale of the products and the Supplier agrees to bear and pay any amount of penalty, if imposed in this regard by any statutory authority. The Company reserves the right to carry out correction/s, if any, in the labels affixed to the goods at the Suppliers' expense.
18. All deliveries must bear the Company's approved identifying label, fully completed on the parcels, packages and cartons and include packing notes/s.
19. This Purchase Order and its interpretation, enforcement, application, validity and effects are subject to the applicable laws in force in India, as amended from time to time.
20. It is hereby expressly agreed by the parties to this Purchase Order or other writings related to Purchase Order that in the event of execution of any terms of this Purchase Order, any dispute or differences arise at any time between the parties which relates to this Purchase Order, unless settled amicably, the same shall be resolved by way of Arbitration proceedings. The sole Arbitrator (Umpire) shall be appointed by the Managing Directors alone of Vadilal Industries Limited and the arbitration proceedings shall begin and end at Ahmedabad only. The parties to this Purchase Order agree and declare that any dispute touches to the execution of this Purchase Order and/or any other writings and/or any of the terms mentioned in the Purchase Order and/or in any manner connected to this Purchase Order shall be decided by Sole Arbitrator (Umpire) as stated herein above. Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. The language of proceedings shall be in English. It is hereby expressly agreed by the parties that all dispute as referred to in this clause shall be subject to exclusive jurisdiction of Ahmedabad courts only.

(Continued....)

Notes of Vendor:

21. In case of VADILAL INDUSTRIES LTD decide to change the art work of cylinders or decide to stop business transactions with the your company,in that event cylinders purchased by VADILAL INDUSTRIES LTD for the said process should be return by your company with in a 10 days from our company's instruction.
22. Cylinders is the property of the VADILAL INDUSTRIES LTD which is purchased only for the said process and if your company default to return the said cylinders , as per our company's instructions then your company liable to pay market value or as per our purchase rate of the said cylinders along with 18 % interest to the company.
23. In case of your company return the said cylinders then the cylinder(s) will have to pass appropriate test who suggest that cylinders in working condition, if the cylinder(s) does not clear the said test,then your company is liable to pay cost of the cylinders according to the current market value of the cylinders.
24. In case your company default to return the said Cylinders and if any production damages accrue then by this agreement your company give undertaking to fulfill all production losses of the company.
25. Delivery time is the essence of this order and must be strictly adhered to.If the Supplier fails to deliver the goods in time,the Purchaser may,at its sole discretion :
  - (a) treat the order as cancelled at any time and recover any loss or damage from the Supplier;
  - (b) purchase the goods ordered or any part thereof from the other sources on the Supplier's account , in which case,the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order,but also any other loss or damage the Purchaser may suffer;
  - (c) without prejudice to above provision Purchaser may accept late delivery, subject to deduction in payment of 1% of the total order pricefor every week or part thereof of the delay,towards liquidated damages,subject to maximum deduction of 10% of the order price.