

PURCHASE ORDER

To, Vendor Code : 101873 WATER MARK MARKETING PRIVATE LIMITED 1st FLOOR, 32, KRISHNA REDDY LAYOUT, DOMLUR, BANGALORE - 560071 29 Karnataka, India Phone: 9538901353 GSTIN : 29AABCW5474C1Z7	From, ATHER ENERGY PVT. LTD. 3rd Floor,Tower D,IBC Knowledge Park, Bannerghatta Main Road, No.Bhavani Nagar, Suddagunte Palya, Bengaluru, Karnataka - 560029 , India. GSTIN : 29AAMCA0812H1ZS	P.O. Type : ZSER - Ather: Service PO P.O. Number : 7000002275 P.O. Date : 12.10.2019 Valid Upto : 12.01.2020 P.O. Revision : Effective Date : 12.10.2019 Page Number : 1 of 3
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Please arrange to supply the following material and/or services confirming to the terms and conditions stated here and overleaf.

Sr. No.	Part No.	Description	UOM	Quantity	Rate	Disc Amt	Taxes		Total
1		Stall backdrop at IITMRP	EA	1	17387	0.00	CGST-9%	1564.83	20516.66
							SGST-9%	1564.83	

Total value (in words) : INR 20516.66 (Twenty Thousand Five Hundred Sixteen Rupees Sixty Six Paise Only)

Inco Term : FOR Ather Energy,Bangalore

Payment Term : Pay within thirty days

Foot Notes

Packing Details :

Annexure Details :

No. of items : 1

Buyer

Approval 1

Approval 2

Approval 3



GENERAL TERMS AND CONDITIONS OF PURCHASE

1. ATHER ENERGY PRIVATE LIMITED (hereinafter termed #The Buyer#) offers to purchase the goods ('Goods#) described on the face of this order ('Purchase Order#) from the Seller described in such Order, subject to these General Terms and Conditions of Purchase (#Terms#).

2. On acceptance or commencement of performance by the Seller, the Order together with these Terms becomes a binding contract (#Agreement#) wherein the Seller agrees to supply the Goods described in the Purchase Order to the Buyer in accordance with these Terms. The Agreement contains the complete and final agreement between the Buyer and the Seller for the supply of the Goods. Any reference to Seller#s bids or proposals shall not in any manner affect the said terms, conditions and instructions unless specifically provided to the contrary herein. No revision, change or amendment to the Agreement shall be valid or enforceable unless in writing and signed by the parties.

3. The Buyer will not be liable in respect of any Agreement not given or confirmed on the Buyer's official printed Purchase Order and duly signed by an authorised representative of the Buyer.

4. This Agreement shall be between the Buyer and the Seller as principal dealing with principal.

5. The Seller represents and warrants that the Goods shall:

(a) conform to the description and specification(s) provided in the Agreement or in the absence of such description, specification or sample, be the best of their respective kinds and shall be subject to the Buyer#s approval.

(b) be of good material and workmanship, merchantable, adapted for the purpose for which they are intended, and free from any defect.

(c) be free from any defect in: (i) the composition or substance of Goods, and/or (ii) in the workmanship, process of manufacture and/or in the design of Goods. Where the Goods are covered by any warranties provided by a manufacturer, the Seller shall make the benefits of such warranties available to the Buyer

6. (a) The Buyer reserve to themselves the right to inspect the Goods before dispatch from the Sellers premises but such inspection shall not relieve the Seller from responsibility, liability and/or such guarantees as may be arranged. Irrespective of inspection at Sellers' premises the Goods are subject to Buyer#s inspection and approval on arrival.

(b) The Buyer assumes no obligation whatsoever in relation to any Goods Delivered in excess of those specifically ordered.

7. The Buyer shall be at liberty to reject any Goods supplied under this Agreement for discrepancies or defects either in material, workmanship or otherwise or where the Goods are not in accordance with clause 5 of these Terms (collectively ,the 'Non-conforming Goods#), at any time within 120 days from the date receipt of the Non-conforming Goods by the Buyer at the designated location. The Seller must, within the time period specified in the Purchase Order at the Buyer#s discretion and at no additional cost, either repair the Non-conforming Goods such that they are in accordance with the requirements of this Agreement or replace the Non-conforming Goods with Goods that are in accordance with the requirements of this Agreement. The Buyer shall have no liability to pay for Non-conforming Goods, and the Seller agrees to refund any amounts paid by the Buyer in relation to the Non-conforming Goods, and further agrees to reimburse the Buyer for all costs incurred by the Buyer in respect of such Non-conforming Goods, including but not limited to the cost of freight, storage charges and all other charges of whatsoever nature paid by the Buyer in respect of the Non-conforming Goods and/or the replacement thereof. Where repair or replacement of the Non-conforming Goods is not possible, the Buyer shall be entitled in that event to enforce immediate re-performance by the Seller of this Agreement to the Buyer#s satisfaction. Once notification of rejection has been dispatched, the Non-conforming Goods shall remain on the Buyer's premises or other premises designated by the Buyer for delivery/storage of the Goods, on the account and sole risk of the Seller. If the Seller does not furnish disposal instructions with regard to the rejected Goods within one week from the date of intimation of rejection, the Buyer may, if they think fit, either return the Goods to the Seller or sell the Goods either publicly or privately at such prices as may be obtainable for the same at the sole risk of the Seller.

8. (a) All carrier receipts must be made out in the name of the Buyer and not "Self". Any extra charge in taking delivery of the consignment to "Self" will be to the Seller's account.

(a) Goods dispatched by V.P.P. or documents presented through Bank against a cash payment shall not be accepted by the Buyer unless previously agreed upon in writing by the Buyer.

10. CONFIDENTIALITY: All information disclosed by the Buyer to the Seller in the course of this Agreement or the Purchase Order which (i) is designated as confidential; or (ii) should reasonably be understood to be confidential, shall be #Confidential Information#. Confidential Information shall be deemed to include any intellectual property owned or licensed by the Buyer that is disclosed to the Seller, and the existence and terms of the Purchase Order and this Agreement. The Seller agrees not to disclose Confidential Information to any person other than the Seller#s employees, officers, directors and/or agents who have a need to know and are bound by obligations of confidentiality to the Seller which are at least as stringent as those set out herein, without the prior written consent of the Buyer. On termination of this Agreement or completion of performance of the Purchase Order, the Seller shall (at the Buyer#s option) return or destroy all Confidential Information in its possession.

11. PATTERNS & DRAWINGS: Any plans, patterns, drawings, designs and other intellectual property supplied by the Buyer to the Seller (including any copies thereof made by the Seller) shall remain the property of the Buyer and any information derived there from or otherwise communicated to the Seller in connection with this Agreement shall be the exclusive property of the Buyer and further deemed to be Confidential Information. Nothing in this Agreement shall be deemed to assign, license or otherwise transfer any intellectual property rights of the Buyer to the Seller for any reason.

12. SUB-CONTRACT: The Seller agrees not to sub-contract any part of the Goods to any other person, firm or company without the specific consent in the writing of the Buyer, except for purchasing standard parts or components available in the market.

13. INDEMNITY: The Seller will indemnify and hold harmless the Buyer, its officers, employees, agents and representatives against all costs, losses, damages or claims arising out of or in relation to: (i) a claim that such use of the Goods infringes upon the intellectual property rights of any third-party; (ii) any breach by the Seller of its obligations under clauses 5, 10, 11, and/or 22; (iii) any charge, lien or other encumbrance over the Goods; and injury to or death of any personnel or subcontractor of the Seller while in on or near the premises of the Buyer. The Buyer shall notify the Seller if any of the categories of claims described in this clause arise. After such notice, the Buyer may withhold any amounts otherwise payable to the Seller as the Buyer may deem necessary to protect itself against possible loss or expense from or in connection with any such claim.

14 The Seller shall provide valid GST invoices for the Goods to the Buyer in triplicate with all appropriate registration numbers/certificates where ever necessary and shall be duly endorsed with the Purchase Order number and date. Payment will be made based on the agreed payment terms mention in the Purchase Order.

15. PACKING NOTES: The Seller shall submit packing Notes in duplicate with a third copy inside the package and submit the agreed test certificates along with the above, wherever applicable.

16. The price quoted ('Price#) is fixed and is not subject to any revision during the term of this Agreement, unless otherwise agreed to in writing by the Buyer. The Price represents the Buyer#s total payment obligation under the Agreement and shall not be liable to pay any additional amounts, including but not limited to cartage or packing charges, unless otherwise specifically agreed to in writing by the parties.

17. The Buyer shall be under no liability or responsibility for failure to accept deliveries of the Goods hereunder or any delay in the acceptance of deliveries when such failure or delay is due to an act of God, fire, earthquake, floods, strikes, lockouts, labour troubles, transportation, embargoes, government decrees, imminence or incidence of or the existence of any state of emergency or war (whether India is belligerent or not) imposition of sanction and/or the taking by any government of any measures whatsoever which renders impossible or impracticable or unsafe for the Buyer to fulfil its obligations or any other cause or circumstances of whatsoever nature beyond the control of the Buyer.

18. Any waiver of or exception to the above enumerated conditions or any special terms or provisions relating to this order to be valid must be agreed to in writing by the Buyer. Anything written by the Seller in any language on this Agreement which has the effect of varying, amending, adding to or altering these conditions, in any matter whatsoever shall be treated as if it had not been so written and shall not under any circumstances be construed as forming part of the terms and condition signed by the Buyer#s authorised representative.

19. Any notice or other documents to be served on the Seller by the Buyer shall be deemed to be validly served if sent by ordinary prepaid post to the last known address of the Seller.

20. All sums payable by the Buyer to the Seller or by the Seller to the Buyer shall be Paid to the registered Bank account (preferably through online transfer).

(b) Railway receipt or other documents of title to the Goods shall be mailed to the Buyer 21. The parties agree that any suit to enforce the rights of either party under or in respect of this Agreement shall be instituted in and tried by the courts of competent jurisdiction in Bangalore and the Seller expressly agrees to submit to the jurisdiction of such courts.

by Registered Delivery immediately after the goods are dispatched. Any demurrage or penalty charge incurred due to delayed receipt of documents of title shall be deducted from the Seller's bills at actuals.

9.(a) The time for and the date of delivery where specified in the Order shall be deemed to be of the essence of the Agreement and delivery must be completed not later than the date specified in the Purchase Order. Delay in delivery of the Goods shall entitle the Buyer to reject the Goods and shall render the Agreement voidable on the part of Buyer.

(a) Without prejudice to the Buyer's right to avoid the Agreement, in the event of the Buyer accepting delivery after the stipulated date, the Seller shall pay to the Buyer on demand, any loss the Buyer may suffer thereby including the difference between the cost of purchasing the Goods elsewhere and the Price. The decision of the Buyer is final in this case.

(b) In addition to Clause 9(b) & 9(c) as stated herein the Seller is also liable to pay all consequential damages to the Buyer in the event of non-fulfilment of any of the terms and conditions of this Agreement.

22. The Seller agrees and warrants that the Seller is and will remain compliance with all applicable laws, rules, and regulations generally, and specifically in relation to the performance of its obligations under this Agreement.

Ather Energy Private Limited,
Pattandur Agrahara Village, Krishnarajapuram Hobli,
Bengaluru-560066
GSTIN NO: 29AAMCA0812H1ZS