

**ZETWERK MANUFACTURING BUSINESSES
PRIVATE LIMITED**

Oriental Towers, No.461, 1st Floor, 17th Cross, 4th Sector,
HSR Layout,
Bangalore - 560102

GST No 29AABCZ1506C1ZN

PAN No AABCZ1506C

CIN No U74999KA2017PTC128777

Supplier Details**SAISON FASHION**

16, 2ND FLOOR ,, SRI JAI NAGAR, NEAR VGV
GARDEN, RACKIAPALAYAM EXTN,,
KANGEYAM MAIN ROAD
Tiruppur-641604
Mob : +91 9952826306
Email : prabakarm@saisonfashion.com
GST No. : **33AMPPN1160R1ZJ**
PAN No. : **AMPPN1160R**
State : **Tamil Nadu**
State Code : **33**

Billing Address**Zetwerk Manufacturing Businesses Private
Limited**

Oriental Towers, No.461, 1st Floor, 17th
Cross, 4th Sector, HSR Layout
Bangalore-560102
Email : contact@zetwerk.com
GST No. : **29AABCZ1506C1ZN**
PAN No. : **AABCZ1506C**
CIN No. : **U74999KA2017PTC128777**
State : **Karnataka**
State Code : **29**

Purchase Order

Zetwerk PO No.	ZET-KA-SAI18-38
PO Date	20-May-2022
PO Version	1
# Ref 1	OD-KA21507
# Ref 2	CN-KA12392

Delivery Address**dev exports**

dev exports N048/1, Ground floor Dhavarshini
avenue Tm ponndy avinashi tirupur , ponndy ,
TAMIL NADU , India - 641652
ponndy -641652
TAMIL NADU

Sl.	Description	HSN/SAC	Qty	Unit Rate	Taxable Value	IGST	Total Price
1	0E 28'S BLACK	6004100 0	6800 Kg	₹ 269.11	₹ 18,29,948	₹ 91,497.4 @5%	₹ 19,21,445.4
Total					₹ 18,29,948	₹ 91,497.4	₹ 19,21,445.4
						Taxable Value	₹ 18,29,948
						IGST	₹ 91,497.4
						Round Off	(-) ₹ 0.40
Total Value (In words)		Nineteen lakh twenty one thousand four hundred and forty five				Total	₹ 19,21,445

Commercial Terms & Conditions

Payment Terms	100% of PO taxed value as advance via VFS
Transportation	FOR.
Delivery	Complete material to be delivered by 25/05/2022.
Tax Details	IGST

**Supplier invoice should clearly mention Zetwerk PO Number, PO Date and
Reference Number as quoted in our PO.**

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BUSINESSES PRIVATE LIMITED

Date: 2022.05.20 10:38:38

Location: Bengaluru

ANNEXURE 1: STANDARD TERMS & CONDITIONS

1. **GENERAL:** These general terms and conditions of purchase under this Purchase Order ("**P.O**") by Zetwerk Manufacturing Businesses Private Limited ("Zetwerk") are mandatory and binding on the Supplier for sale and purchase of finished products/equipment/services ("**Product or Services**"). The terms and conditions contained herein supersede the terms and conditions offered by Supplier along with their proposal/ offer. The terms mentioned on the P.O will supersede these Standard terms and conditions and Memorandum of Understanding signed between Zetwerk and Supplier.
2. **PRICE:** The price mentioned in this P.O. is final and binding. Price increases or charges not expressly set out in the P.O shall not be effective unless agreed to in advance in writing by Zetwerk.
3. **GOODS AND SERVICES TAX & OTHER TAXES:** GST shall be paid at actual, against documentary evidence. Zetwerk may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws. The Supplier or the third party assignee shall be liable for all tax payments as required under applicable law and for statutory filings and compliances. Failure to make tax payments resulting in Zetwerk's inability to claim tax credits, Supplier shall be liable to indemnify Zetwerk and pay such amounts, penalties, interests and/or any other sums accruing to Zetwerk due to such non-compliance and make equivalent payments to Zetwerk. Any default by the Supplier or a third party assignee shall be deemed as a default of the Supplier and may result in the cancellation of the P.O and all advance payment received, without any deduction shall be refunded by the Supplier
4. **ACCEPTANCE OF P.O.:** The P.O. and the terms herein shall be deemed to be accepted by the Supplier upon the receipt of the P.O. unless expressly rejected by Supplier in writing.
5. **ADVANCE:** Advance, if any paid by Zetwerk in accordance with this P.O shall be adjusted against invoice raised by Supplier for payment for Product or Services. The Supplier shall at all times procure high thickness plate as part of raw material procurement and advance shall be payable strictly against receipt of raw materials. Advances shall be disbursed within any date agreed between the Parties. Advance may be paid directly to the Supplier or to third parties assignees identified and appointed by the Supplier. In the event that an Advance is payable to a third party assignee, Supplier shall issue a Request Letter requesting for Advance to be paid to a third party assignee for and on behalf of the Supplier. Notwithstanding anything contained herein, Supplier acknowledges that all Advances paid to third party assignees of Supplier shall be deemed payments made to Supplier under this P.O and Supplier shall be liable for supply of Product or return of Advance received by it or by third party assignees instructed by it. In case Zetwerk issues advance payments to a third party assignee of the Supplier, the Supplier shall simultaneously, with the issue of an advance payment, issue a written confirmation of receipt of payment by the Supplier. Interest on Advance, unless waived shall be payable by the Supplier in accordance with terms of the P.O. and shall be stated in the P.O. The Advance shall be utilised solely in connection with this P.O. and cannot be adjusted, set off or utilised in any manner other than in connection with this P.O unless expressly agreed by Zetwerk.
6. **SECURITY:** Supplier shall, unless otherwise waived by Zetwerk provide securities in the form of PDC's, Corporate or bank guarantees against the Advance paid by Zetwerk. Zetwerk shall be entitled to enforce the securities in case of any default without any notice to Supplier.
 - i. Notarised Advance corporate Guarantee (ACG) shall be submitted by Supplier after payment of adequate stamp duty of not less than Rs. 500.
 - ii. The expiry date of Advance corporate Guarantee (ACG) shall be 2 months from the date of dispatch period. A claim against an ACG can be made by Zetwerk within 3 months from the date of the expiry period.
 - iii. Undated cheque (UDC), if required, shall be submitted for payment of Advance by Zetwerk.
 - iv. In case of Advance Bank Guarantee, Bank Manager Contact details shall be submitted to Zetwerk's personnel.
7. **STANDARD COMPLIANCE:** The Product / works done shall be strictly in line with the drawings/ specifications/ QAP and other documents sent along with P.O./enquiry. Wherever needed, the relevant standards shall be followed.
8. **MANUFACTURING SCHEDULE:** Supplier shall send us a manufacturing schedule to match the delivery schedule of our project department within 7 days of this P.O. In case, the supplier fail to abide by the agreed manufacturing schedule at any stage, Zetwerk has the right to cancel the entire / part P.O. on you, without any cost implication on us and get the work done by a suitable supplier of our choice.
9. **DELIVERY:** Delivery basis shall be as per PO. If Transportation is in Supplier's scope, material shall be delivered at Zetwerk or it's client's address and duly accepted by the QC/ Stores. Time is of the essence with respect to delivery of the Product. Product shall be

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delivered and services performed by the applicable Delivery Schedule. Supplier must immediately notify Zetwerk if Supplier is likely to be unable to meet a delivery date under the Delivery Schedule. At any time prior to the date agreed in the Delivery Schedule, Zetwerk may, upon notice to Supplier, cancel or change a P.O, or any portion thereof, for any reason, including, without limitation, for the convenience of Zetwerk or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

10. **LIQUIDATED DAMAGES / PRICE REDUCTION FOR DELAY IN DELIVERY:** In the event Supplier fails to deliver the Equipment / Materials within the contracted delivery date in accordance with the Delivery Schedule, the price payable in accordance with the P.O. will be reduced at the rate of 1% (one percent) of the total value of P.O per week up to a maximum of 10% (ten percent) of the total value of the PO. If the Supplier fails to supply the finished goods no later than 60 days from the Delivery Schedule, Zetwerk shall be entitled to cancel the PO and in the event of such cancellation the Supplier shall be liable to pay (a) liquidated damages of 10% of the PO; (b) differential cost incurred in procuring Product from third parties; (c) Advances with interest, if any.
11. **PAYMENT TERMS:** Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet Zetwerk's requirements. Zetwerk will, subject to adjustments on account of Advance, interest, or other deductions, pay the undisputed portion of properly rendered invoices within thirty (30) days from the invoice date issued by Supplier. Zetwerk shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts.
12. **INSPECTION:** All delivery of Products and performance of services shall be subject to Zetwerk's right of inspection. Inspection may be carried out by Zetwerk / it's client / appointed inspection agency after submission of materials test certificates for all the materials as per QAP along with all the Internal inspection report. Upon inspection, Zetwerk, or its client shall either accept the Products or Services or reject them. Zetwerk or its client shall have the right to reject any Product that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Zetwerk shall have the right to reject any Product or Services that are not in conformance with the Specifications stated in the P.O. However, any of such inspection does not absolve the Supplier of its responsibility in case of any defects/issues arising out of materials workmanship / quality of materials, etc. Rectification work, if any, shall be carried out within a week from the date of identification of the defect, at Supplier's cost. Supplier will give Zetwerk 4 working days or as specified by Customer, advance notice for inspection of raw materials / finished goods. If Zetwerk or its client reject Products or Services such rejection shall be at Supplier's expense and risk of loss and Zetwerk's shall at its option, either: (i) demand full credit or refund of all Advance paid by Zetwerk to Supplier for the rejected Product or Service; or (ii) or direct the Supplier to replace the Product to be received within the time period specified by Zetwerk. Supplier shall not deliver Products or Services that were previously rejected on grounds of non-compliance with the P.O, unless delivery of such Products is approved in advance by Zetwerk or its client.
13. **DISPATCH:** Dispatch instructions will be sent to Supplier separately. Supplier shall dispatch the materials only after getting inspection clearance as well as dispatch clearance from us / our customer end.
14. **DISPATCH DOUCMENTS:** The Product shall be dispatched and the following documents shall be submitted to Zetwerk on dispatch:
 - i. Tax Invoice with GST for payment.
 - ii. Weighing slip.
 - iii. Packing list.
 - iv. Inspection report.
 - v. Any other documents specifically required by Zetwerk
15. **TRANSPORTATION:** The approved Product shall be dispatched as per dispatch instructions only upon the receipt of the clear Inspection report along with dispatch clearance.
16. **WARRANTY:** The Product supplied by Supplier shall be covered under warranty against bad workmanship, under performance and Poor quality of materials for a period of 24 months from the date of receipt of the Product or Services. In the event the equipment does not meet the P.O requirements, Supplier shall rectify and replace at his cost. Supplier warrants to Buyer that during the Product or Service Warranty Period, all Products or Services provided in accordance with the P.O. shall be:
 - i. of merchantable quality;
 - ii. fit for the purposes intended;
 - iii. unless otherwise agreed to by Zetwerk;
 - iv. free from defects in design, material and workmanship;

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- v. in strict compliance with the specifications under the P.O;
- vi. free from any liens or encumbrances on title whatsoever;
- vii. in conformance with any samples provided to Zetwerk; and
- viii. compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.

17. **FORCE-MAJEURE:** Force-majeure will be applicable only in the event of rare natural calamity, such as an earthquake or flood, tsunami, which caused enough havoc to disturb the production schedules. The normal conditions of Strikes, Lock-outs, Changes in Govt. Regulations, problems arising out of statutory requirements including but not limited to Code requirements, shortage of electrical power etc. are not covered under force-majeure conditions.
18. **RISK PURCHASE:** In the event, Supplier delays delivery of the goods covered under this P.O, beyond the date agreed in the Delivery Schedule, Zetwerk has the right to re-procure the goods at the risk and cost of the Supplier from any source at its discretion. Any extra cost implication arising out of this shall be recovered from Supplier.
19. **PACKING AND MARKING:** Irrespective of what is specified in various documents, all consignments shall be suitably packed to withstand rigours of road transport / handling and storage at site. In case of Export contracts, suitable sea worthy packing, crating for transport shall be done.
20. **CONTRADICTIONS:** In the event Supplier notices any contradiction in various documents, Supplier shall bring the same immediately to the notice of Zetwerk for a resolution, within a week of receipt of PO. Any claim made later shall not be entertained.
21. **CANCELLATION OF P.O:** Without prejudice to any other rights or remedies of Zetwerk, Zetwerk shall be entitled to terminate this P.O forthwith upon a breach of terms of the P.O by Supplier. Termination of this P.O for breach by Supplier shall not discharge Supplier's obligations under any and all other purchase orders issued by Zetwerk to Supplier, or the Supplier's obligations under this P.O. including refund of advance payments and surviving provisions (confidentiality indemnity, taxes, liquidated damages, governing laws and dispute resolution.
22. **LIABILITY of SUPPLIER:** Supplier shall be liable for all losses resulting to Zetwerk from non-compliance with the Delivery Schedule or breach of any terms of the P.O, including any loss of profits, to the maximum extent permissible under law. Notwithstanding anything, no limitation or exclusion of liability shall apply with respect to any claims based on this P.O arising out of the Supplier's willful misconduct or gross negligence, or with respect to any claims for personal injury or property damage, or to Supplier's indemnification obligations stated herein.
23. **CONSEQUENTIAL DAMAGES:** Zetwerk shall in no event be liable for loss of profit, loss of revenues, loss of use, loss of production, costs of capital or costs connected with interruption of operation, loss of anticipated savings or for any special, indirect or consequential damage or loss of any nature whatsoever, accruing to Supplier arising out of execution of this PO or cancellation of the PO due to non-performance. In any event, Zetwerk's entire liability for any claim, whether in contract, tort, or any other theory of liability shall be limited to the P.O value.
24. **INSURANCE:** Zetwerk shall not be responsible for procuring insurance for and on behalf of the Vendor or the Equipment.
25. **ASSIGNMENT:** Supplier may not assign or subcontract the P.O placed under this P.O in whole or in part, without Zetwerk's prior written consent.
26. **CONFIDENTIALITY:** Supplier undertakes that it shall, at all times, maintain confidentiality of all the information including but not limited to drawings and other technical specifications received by it in respect of the P.O and/or disclosed to it by Zetwerk or its client and shall not disclose or divulge the same or any part thereof to any third party without the prior written consent of Zetwerk. The obligations of this clause shall survive termination of this P.O. regardless of the reasons for termination of this P.O.
27. **GOVERNING LAW & DISPUTE RESOLUTION:** This P.O shall be governed by the laws of India and any dispute arising out of this order will be submitted to Indian Law and to the exclusive jurisdiction of courts of Bengaluru.
28. **COSTS AND EXPENSES:** All costs and expenses incurred in connection with P.O. including costs incurred in recovering the advance payments shall be to the Supplier's account.

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