

BANCO GASKETS (INDIA) LIMITED

Regd.Office: BIL, Near Bhaili Rly. Station, Padra Road, Vadodara - 391410. Gujarat, India.

Phone: 91-265-2680220/21/22/23 Fax: 91-265-2680433 PAN: AAECB6694C

Email: mail@bancoindia.com_URL:www.bancoindia.com_CIN: U25199GJ2011PLC066886

GSTIN: 24AAECB6694C1ZR

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To Vendor: [31026] APPLY CARBON S.A Purchase Order No. 1130015392 Z.A.LANVEUR-404 RUE DE L'INDUSTRIE-FR-56440, 12.03.2020 Date

LANGUIDIC USD Currency

LANGUIDIC - 56440 **Inco Terms** Free on board

State: [], FRANCE DIRECT CREDIT 60 DAYS FROM **Payment Terms**

PAN: NOT AVAILABLE GSTIN: **B/L DATE**

Contact Person: Tel. No. :330297651089

Country of origin Ref. No. & Date

Shipping/Billing Address: **Buver's Name** ASHISH PATEL (IMP) Banco Gaskets (India) Ltd. - CFJS [Plant: 3130] **Buyer's Email Id** import@bancoindia.com

Village- Ankhi Tal-Jambusar **Mode of Payment** Bank Transfer

Ankhi BY SEA **Mode of Dispatch** State: [24] GUJARAT, INDIA

IM - Imported Mat.Val.Type PAN: AAECB6694C GSTIN: 24AAECB6694C1ZR

Please supply the under mentioned goods subject to conditions/instructions given behind a

Sr	Code/Description	Dispatch date	Quantity	Rate	Tax	Amount
	HSN/SAC		UoM			
1	GNM000023 MILLED ARAMID FIBRE	12.03.2020	2640.00 KG	15.500		40,920.00
	AR7318	Schedule	Qty			
	HSN :5601	12.03.2020	2640.00			
				Net Amount		40,920.00
				Total Amount		40,920.00

Amount in Words: FORTY THOUSAND NINE HUNDRED TWENTY AND ZERO ONLY

Shipping Documents: 1. Invoice 2. Detailed Packing List 3. Bill of Ladling 4. Certificate of Origin 5. Material Test Remarks: Certificate (Invoice No. and Purchase Order No. to be mentioned in MTC). Scan copy of all the documents to be sent

immediately and 3 sets of original documents to be sent through courier within 7 days from the date of shipment. Also

send one set of all the documents along with shipment.

Yours Faithfully,

For, BANCO GASKETS (INDIA) LIMITED

AUTHORISED SIGNATORY **AUDITED BY**

Annexure to PO

- 1. This order is governed by Laws of India and is subject to exclusive jurisdiction of Courts at Vadodara, India.
- 2. Definition: For the purpose of addition of these new clauses the following expression shall have the following meanings:
- a) GST means any tax imposed on the supply of goods or services or both under GST Law.
- b) Cess means any applicable cess, existing or future on the supply of Goods and Services.
- c) GST Law means Integrated Goods and Services Tax (IGST) Act 2017, Goods and Services Tax (GST) (Compensation to the States for Loss of Revenue) Act 2017, Central Goods and Services Tax (CGST) Act 2017, Union Territory Goods and Services

Note: Computer generated document hence signature not required.

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(UTGST) Act 2017 and State Goods and Services Tax (SGST) Act, 2017 and all related ancillary legislations. [State Goods and Services Tax Act will be applicable of the respective state where supply is made]

- 3. Change in Tax law: Sec. 171 of CGST/SGST Act contains provisions related to anti-profiteering. On the basis of same on introduction of GST, the Vendor should pass on the tax benefit/savings, if any, on account of tax credits or lowering of tax rates to us by way of adjustment in the contract price. Non-compliance of the same may lead to levy of penalty by Government. Any increase in tax cost due to change in the rates of tax shall be reimbursed by us.
- 4. Obligation of Vendor: The Vendor shall comply with all the compliance requirements under GST Law. Further, the Vendor agrees to do all things that may be necessary to enable us to claim input tax credit in relation to any GST payable under this Agreement/PURCHASE ORDER/WORK ORDER or in respect of any supply of Goods or Services under this Agreement/PURCHASE ORDER/WORK ORDER This shall include (but not limited to):
- a) Issuing Invoices/Debit Notes/Revised Invoices/Credit Notes as per the prescribed format, containing all the information as is required for us to avail Input Tax Credit.
- b) Submission of periodic statements/returns as per the GST laws within specified time lines with complete and correct details as may be prescribed.
- c) Issuance of Debit Note within the prescribed time limit to enable us to take the Credit.
- d) Timely payment of tax liability by utilization of admissible credit or through cash.
- e) Ensuring that the transportation of material is covered by valid e-way bills, if applicable.
- f) The Vendor is supposed to maintain continuously a good rating with GST Compliance Rating Score as per GST Law. We reserve the right to terminate this PURCHASE ORDER/WORK ORDER/ Agreement, if the Vendor fails to achieve/maintain an appropriate GST Compliance Rating Score.
- g) Before raising GST Invoices Vendor shall coordinate with us especially in case of services with respect to address and GSTIN number on which such Invoices has to be raised.
- 5. Penal clause: If any amount of credit, refund or any other benefit is denied or delayed to us or any penal charge or interest is imposed on us due to any non-compliance by the Vendor (including but not limited to the failure to upload or incorrect disclosure of details on the GSTIN portal or delay/failure to deposit tax within due dates or due to non-furnishing or furnishing of incorrect/incomplete documents by the Vendor, wrong determination of nature of supply), the Vendor shall be liable to reimburse the loss which accrues to us on the aforesaid account. Alternatively we shall be entitled to withhold the payment of all the subsequent bills issued by the Vendor and recover such loss from any outstanding payment.
- 6. The HSN/SAC Code and rates of GST mentioned on the Purchase Order is based on the data provided by the supplier. Hence, it is the responsibility of the supplier to ensure and verify that the details pertaining to HSN/SAC Code and rates of GST are accurate and complete in all respects. Supplier shall indemnify Banco and its affiliates from any claims, liabilities, fines, penalties and losses arising out of non-submission of accurate and complete details.

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