

Purchase Order

Ms. ROCKWOOL BV LAPINUS FIBRES .

DELSTOFFENWEG 2

6045 JH ROERMOND

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ROERMOND

PAN: PANNOTAVL

Please Quote Vendor Code, Order No, Date and Project No. on Delivery Challans, Invoices, Advice Notes & in all correspondences. Please submit the Invoice in Duplicate.

PO Number	0013130465	PO Date	11.5.2023	Currency	EUR
Vendor code with us	RRO01R	PaymentTerm	0008 - within 30 days Due net	Total Cost(Incl. Tax)	1275
Incoterms	EXW - Roermond, Netherlands				

Item 1:

Material	Quantity/UOM	Price Per Unit	NetValue (Incl. Tax)	Tax	DeliveryDate	DeliveryLocation
R20458V - COATFORCE CF10 -	500/KG	2.55/1 KG	2177.68	No Excise Duty, 0% Local S. Tax	Quantity: 500 - 9.8.2023	Asian Paints PPG Pvt Ltd All Saints High School, Lonar Road, Bhawale Village, Bhiwandi India 421302 421302 GSTIN : 27AAJCA7128D1ZS State Code: 27
Shipping Instructions						
Pricing Conditions					Currency	
Basic Price	1		2.55	1275	EUR	

This document is digitally approved.

Level of Approval	Approver Name	Designation	Approved on
1	Ankit Tiwari	SR. MANAGER - PURCHASE	2023-05-25
2	Shahrukh Pithawala	NATIONAL HEAD - PURCHASE	2023-05-27

Terms & Conditions

1. A reference to "Buyer" means Asian Paints PPG Private Limited.

2. All orders are placed subject to the Buyer's Standard Conditions of purchase as herein printed, unless expressly accepted in writing, any qualification of these conditions in the Seller's order confirmation or anything contrary to or inconsistent with any of these conditions, must be deemed to be and will be treated as inapplicable and of no effect to the extent that they may conflict and the General Terms attached to the PO of the Buyer shall always prevail.

3. All Materials Supplied (Material) against a PO shall be of the best quality and workmanship and shall in all respects conform to the APPPG's requirements specified in PO of the correspondence preceding the PO.

4. Supplies against a PO should not exceed the order quantity. APPPG will not permit any variation in the prices or addition of extra charges during the subsistence of this PO or contract. Any change to the said PO terms or conditions should be duly acknowledged in writing, by the Supplier.

5. All Material's against a PO will be accepted only on factory working days between 9:30 a.m. and 2:00 p.m. or as stipulated by APPPG from time to time, and the Material should be securely packed against the damage on transit by rail/road/air or sea and such packing shall conform to the specific instructions of APPPG, if any. Delivery schedule and installation dates will be pre-fixed on mutually agreed terms. Supplier will ensure that no damage, shortage, breakage, leakage etc., occurs during transit or at the time of Delivery and at no point APPPG will be held liable for any such damage, shortage, breakage, leakage etc.

6. APPPG reserves the right to test all Material supplied against the PO as per APPPG specifications and test methods, and if found not acceptable, will be rejected. Nett weights, volume, measurement determined by APPPG shall be treated as final and binding on the Supplier or his agent and the same will not be disputed at any cost.

7. All rejected Material shall be taken back by the Suppliers within ten days of intimation of rejection by APPPG and such rejected Material shall under all circumstances lie at the risk of the Supplier from the moment of rejection and APPPG shall not be liable in any manner for loss, shortages, quality deterioration or for any other reason whatsoever. If the Supplier fails to remove the rejected Material within the stipulated time APPPG shall be at liberty to dispose of such Material in such manner as it may think appropriate.

8. The Supplier undertakes to substitute the defective or rejected Material within the validity period of the PO or within the date as mutually agreed in writing between APPPG and the Supplier.

9. The Supplier represents and undertakes that they are the lawful owners having a valid title over the said Material supplied and are legally entitled to transfer, sell, assign or license the said Material.

10. The Supplier represents that it has complied with all the statutory compliances in respect of the manufacture, use, transportation, installation and transfer of the said Material. In case any further compliances necessary for transfer, sale, transportation, installation or otherwise shall be the Supplier's responsibility and undertakes to comply the same.

11. The Supplier represents that all the statutory dues, taxes, levies or any other due payable to any statutory authority relating to the Material supplied is the Supplier's responsibility and undertakes to comply the same.

12. The relevant states' Local Sales Tax registration number/ date of such registration of the Supplier shall appear on the invoices. If necessary, on demand by APPPG, the Supplier shall produce a copy of the certificate issued by the local sales tax authorities to these effect without fail. In the event of any breach or default or negligence in complying with the same, this Purchase Order shall stand cancelled or suspended, at the option of APPPG. APPPG reserves the right to recover from the Supplier the Sales Tax charged or any other tax payable/paid by APPPG on this count.

13. For second 'stage sale, the bill must be accompanied by such certificates as provided under the respective Sales Tax Act.

14. The Central Sales Tax registration Number and date of such registration together with necessary dispatch particulars i.e. P.P. No./G.C. Note No. B/L No./Air Freight Note No., its date and name of the transporter company must appear on the face of the invoices.

15. The Material's are to be dispatched only by an authorised Public Transport company. In case the mode of dispatching of the Material is by road, sea or by air, an extra copy (for Sales Tax purpose) of G.C. Note, B/L or Freight Note must be accompanied,

along with the bill / delivery chailan. The copy must bear the name of the Company as consignee or if its in the name of APPPG, necessary endorsement must be made. Besides describing, quantity and weight; volume on the G.C.Note etc. the specifications should tally with the actual material supplied. The bill must be supported by documentary evidence establishing conclusive proof of movements of goods from one State to other.

16. The Supplier undertakes to comply with the specifications as forwarded by APPPG relating to the Material intended to be purchased from the Supplier and stands guarantee for the quality of the material during the shelf life of the same.

17. Acceptance by APPPG of the Material supplied or its replacement if any in case of defect, will not relieve the Supplier from the primary responsibility concerning the due performance or durability of the Material.

18. APPPG reserves the right to suspend deliveries of materials against an order in the event of break down at their factory due to war, civil commotion, riots, epidemics, floods, fire, strikes, industrial disputes, shortage of labour, demands or requirements of State or Central governments, Force Majeure or any other circumstances beyond the control of the APPPG.

19. APPPG will treat any delinquency in delivery for supplies against an order as cause for cancellation of order and / or rejection of materials without notice.

20. The Supplier shall provide after sales services for the regular maintenance, updation or upgradation in technology relating to the Material supplied.

21. The Supplier shall as and when called upon by APPPG, return any material including the confidential information/material handed over or otherwise by APPPG.

22. The Supplier and APPPG shall keep in confidence any information obtained under this Purchase Order and which is specified as confidential by the disclosing party and shall not divulge the same to any person (other than their employees/ advisors and agents on a strictly need to know basis.) without the consent of the other party.

23. The Supplier shall depute one of their qualified personnel at its own expense to provide training to the personnel of APPPG who will be handling the Material supplied.

24. The Supplier shall indemnify APPPG its directors/employees and keep them harmless and indemnified from and against any and all liabilities, damages, awards, settlements, losses claims, and expenses, including reasonable attorneys fees arising out of any claim by a third party relating to or arising out of any violation or infringement of third party intellectual property rights resulting therefrom, any misrepresentation or breach of representation or breach of any term or condition contained in this purchase order, and on account of any gross negligence or misconduct.

25. The Supplier will at all times indemnify APPPG against all claims which may be made against APPPG resulting from this PO, including liability for payment of any statutory charges/compensation for noncompliance by the Supplier on account of accident or death of any person or persons entering the premises of APPPG for and on behalf of the Suppliers for the purpose of delivering, installing, inspecting, repairing or estimating supplies of Material or work done against an order.

26. Notwithstanding anything contained hereinabove, in the event the Supplier fails to perform its obligations or commits breach of any terms or conditions under this PO, APPPG reserves the right to cancel this PO. Any amount or consideration or part payment made to the Supplier shall stand refunded to APPPG, within 15 days from the date of cancellation failing which the same shall carry interest @ 18% per annum until repayment.

27. Any disputes between the Supplier and APPPG will be resolved through Arbitration which will be governed by the provisions of Arbitration and Conciliation Act, 1996 as amended upto date. The Arbitration proceedings shall be conducted in Mumbai jurisdiction only and the same shall be in English Language.

28. The duly executed physical copy of this document, (the Purchase Order) along with the terms and conditions as enumerated above will be considered as a final and a binding document, conveying the intend of the parties and which will be admissible as evidence in case of any dispute between the Supplier and APPPG.

29. The Supplier shall not assign/ sub-contract or part with or otherwise transfer the rights conferred under this Agreement to any person without the written consent of APPPG.

30. Notwithstanding the above, APPPG for any reason reserves its right to suspend / cancel this PO, without being obliged to justify for its action.

31. If any provision of this PO is held invalid, the same shall not have the effect of invalidating the other provisions of this PO which shall nevertheless remain binding and effective.