



Kohler Power India Pvt Ltd.
J-2/1,M.I.D.C. Industrial Area
Chikalthana, Aurangabad, 13 431005

Purchase Order

*PURCHASE ORDER
4200975000EDAU

SEQUENCE NO.
2548369096

PAGE
1 / 2

Please enter our order for the following subject to the instructions on the front and the Terms and Conditions on the reverse side hereof and/or attached hereto. This order expressly limits acceptance to the Terms and Conditions stated herein.

B Kohler Power India Private Limited
I J-2/1, MIDC Indl. Area, Chikalthana,
L Aurangabad - 431210
L CIN No:U74110MH2001PTC131781 PAN NO:AAACL6740M
T GSTN: 27AAACL6740M1Z7
O

S Kohler Power India Pvt Ltd
H Engine Plant
I J-2/1, MIDC, Chikalthana
P 431210 Aurangabad
T India
O GSTIN: 27AAACL6740M1Z7

223883
T A ONE SALASAR PVT. LTD
O 702,Opal Square, Padwal Nagar
400604 Thane
GSTIN: 27AAOCA5506C1ZV

Date 27.02.2024 **Terms** NET 30 DAYS **Incoterms** DAP DAP **Ship Via** A ONE SALASAR PVT. LTD **Phone:** 0227208088453

ITEM	TAX	OUR PART NO./DESCRIPTION	DELIVERY DATE - OUR PLANT	QUANTITY	U/M	PRICE PER UNIT	NET AMT
1	C9	ALL WOOD PACKAGING & PALLETS MUST CONFORM TO ISPM15 REGULATIONS. SUPPLIERS OF PRODUCTS AND SERVICES SHOULD COMPLY WITH THE KOHLER CO. GLOBAL SUPPLIER QUALITY MANUAL. ONLINE PORTAL SERVICE FOR SCRAP MATERIAL ONLINE PORTAL AUCTION SERVICE FOR SCRAP MATERIALS INTERNAL TRACKING #: 183032611 TOTAL NET AMT INR DUTIES & TAXES TOTAL GROSS AMT =====	31.03.2024	1.000	ACT	10,000.00	10,000.00
							10,000.00
							1,800.00
							11,800.00
		Tax code descriptions ----- C9 - CGST / SGST Input @18%					
		Authorized by _____ Our contact person for this order is: Contact Person: VISHAL BHONDE Email Address: Vishal.Bhonde@kohler.com Phone Number:					

INSTRUCTIONS 1. All packing lists, packages and pallets must be marked with our purchase order number, part number, quantity and ship to address
2. No deliveries accepted after 4:00 p.m 3. Packing list must accompany all shipments. 4. Purchase order number must appear on all invoices

KPIPL ("BUYER") STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **Services:** Supplier shall provide those services and/or goods as identified hereunder on a nonexclusive basis, as per the terms of this Purchase Order (PO).
2. **Agreement documents:** This PO and any attachments are the sole and exclusive agreement of Buyer and Supplier for the goods and services in this PO, and no other document, including the Supplier's proposal or acknowledgment form, will be part of this PO. The PO shall remain valid for a period of 2 weeks following which it shall expire unless accepted by the Supplier in writing within such time and prior to any notice of cancellation by the Buyer.
3. **Prices:** The price for the Goods and/or Services shall be as set out in the PO. Invoices shall be submitted by the Supplier on or after (With) the supply of the Goods and/or Services. terms of payment are net 60 days or more as mentioned in PO after receipt of Supplier's valid invoice or after receipt of the goods and/or services, whichever is later. Buyer shall withhold taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. **(for overseas Vendor)** The payment shall be sent to the bank account of Supplier in the same country as that of the Supplier. Any such place designated by Supplier must be in the country of Supplier's principal place of business and to an account designated in Supplier's name."
4. **Supply & Acceptance:** Supply of Goods shall be strictly as per the terms of PO and/or delivery schedules/other written communications made by KPIPL from time to time. Supply of Goods in excess of confirmed requirements will not be accepted and decision of KPIPL in this regard shall be final and binding. Payment will not be deemed acceptance of goods or services, and such goods or services will be subject to inspection, test, acceptance or rejection. At Buyer's option, Buyer may reject goods or services that do not comply with Buyer's acceptance criteria for a refund, or require Supplier to repair or replace such goods or re-perform such services without charge and in a timely manner. Buyer may return non-conforming goods to Supplier at Supplier's expense.
5. **Termination:** This PO may be terminated by Buyer with or without cause.
6. **Risk of loss; delivery:** Title and risk of loss remain with Supplier until goods purchased under this PO have been delivered to Buyer at the location specified in the PO and accepted by Buyer. For Supplier's delivery of goods and/or service, time is of the essence. If Supplier fails to deliver on time, Buyer may purchase replacements elsewhere, and Supplier will be liable for actual and reasonable costs and damages Buyer incurs.
7. **Warranties:** Supplier warrants that:
 - I. it has the right to enter into this PO and it shall be firm and binding and shall not result in any breach of any other contractual or legal obligation;
 - II. it is knowledgeable with, and is and will remain in full compliance with (at its own expense) all Central, State and local laws, ordinances and regulations applicable to this Purchase Order, including the Goods & Services tax laws, provisions of The Legal Metrology Act, 2009 along with the allied acts and The Legal Metrology (Packaged Commodities) Rules, 2011, all Labour & industrial laws, that are or may become applicable from time to time in the provision of goods and services hereunder;
 - III. no claim, lien, or action exists or is threatened against Supplier that would interfere with Buyer's rights under this PO;
 - IV. goods and services do not infringe any privacy or intellectual property right of a third party;
 - V. all authors have agreed not to assert their moral rights in the goods and/or services, to the extent permitted by law;
 - VI. goods are free from defects in design and free from defects in material and workmanship;
 - VII. goods are safe for use consistent with and will comply with the warranties, specifications and requirements of this PO;
 - VIII. goods are new and do not contain used or reconditioned parts;
 - IX. it will conform to all the norms related to safety health and environment as per KPIPL's directions;
 - X. the prices specified in this PO are equal to, or less than, any price guaranteed to any other customer in any contract for the same goods and/or services as to price. Supplier shall reduce the prices specified in this PO as necessary to maintain this warranty throughout the term of this PO.
 - XI. In the event of any liability arising out of failure to observe or non-compliance of any such laws by the SUPPLIER in discharge of this Agreement/PO, the SUPPLIER shall bear all the resultant liability (ies) whatsoever, if any, arising out thereof and that Buyer shall have the right to set off such amount as may be assessed by Buyer owing to such non-compliance by the Supplier.
8. **Intellectual property:** Supplier grants Buyer all rights and licenses necessary for Buyer and/or its nominated agencies to use, transfer, pass-through, and sell the goods and services and to exercise the rights granted under this PO.
9. **Ownership of deliverables:** Except for goods and/or services (which is licensed as provided under Intellectual Property above), all deliverables and/or work product developed by Supplier and provided to Buyer under this PO are and shall remain the personal property of Buyer.
10. **Indemnification:** Supplier agrees to defend, hold harmless, and indemnify Buyer and its affiliates from any claim (including without limitation costs, expenses and attorneys fees) arising from (a) claims that any services and/or product infringes any intellectual property rights, or (b) the failure of Supplier to comply with its warranties and obligations under this PO. If a claim of infringement is made, Supplier will, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the rights granted under this PO; (ii) modify the product so it is non-infringing and in compliance with this PO; (iii) replace the product with non-infringing ones that comply with this PO; or (iv) accept the return or cancellation of the infringing product and refund any amount paid.
11. **Quality:** The quality of goods supplied must conform to latest drawings and technical specifications informed in writing by KPIPL from time to time. Supplier must ensure thorough inspection of goods before dispatch. An inspection report confirming the goods as per PO should be attached with the Goods. All supplies will be subject to inspection at KPIPL's premises and decision of KPIPL's quality assurance department in this respect shall be final and binding. Defective pieces identified at any stage even offer inward inspection will be considered as Supplier's defect and will be returned. Raw material defects exposed after machining particularly in case of castings, forging, moldings, bar stocks, etc. will be considered as suppliers defect and returned with appropriate cost debited to Supplier's account. All rejected Goods will be stored by KPIPL at Supplier's risk for a period of 15 days from the date of such intimation to Supplier. In case of no show by Supplier to pick up returned Goods KPIPL shall be entitled to dispose of the materials as deemed fit, without any obligations whatsoever towards the Supplier.
12. **Packing And Forwarding:** Supplier must ensure that proper surface treatment is carried out or rust preventive solution is applied to avoid components getting rusty during transit/normal storage period. The Supplier must ensure adequate protective packing to avoid transit damages. Consignment of goods must be booked strictly in accordance with the delivery terms as stated in the PO. Copies of delivery challan invoice, excise/cenvat document or carrier's copy of Invoice must accompany the consignment of Goods. Any consequential, losses, demurrages or any other extra cost arising due to non-compliance of this procedure will be entirely Supplier's responsibility. Lorry receipts, railway receipts etc. should be sent by registered post AD along with copies of delivery challan and invoices. Consignments should be booked in the name of Lombardini India Private Limited.
13. **Design –** Supplier agrees that Design and technical Information contained in KPIPL's drawings, specification sheets or Informed otherwise will not be used by the supplier for any other purpose, except manufacture and supply of items specified in the PO of KPIPL. Design & Technical Information provided to Supplier by KPIPL is the sole property of KPIPL. KPIPL reserves the right to make any revisions in the design of Goods or in packaging or service rendering pattern.
14. **Limitation of liability:** In no event will either party be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages. In no event shall Buyer's liability to Supplier exceed the total amount of fees actually paid by Buyer to Supplier hereunder.
15. **Assignment:** Supplier will not assign its rights or subcontract its duties without Buyer's written consent. Any unauthorized assignment is void.
16. **Right to audit:** Buyer may, on reasonable notice to Supplier, audit Supplier's books, ledgers, supporting records / documentation and related procedures and controls, relating to any charges paid by Buyer in connection with this PO.
17. **Insurance:** Supplier shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice.
18. **Governing Laws, Jurisdiction and Dispute Resolution:** This PO shall be governed by the laws of India. Any dispute between the parties arising out of or relating to this PO shall be resolved by arbitration by a single arbitrator appointed by the Buyer. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 at Pune. The award of the arbitrator shall be final and binding upon the Parties. Subject to the foregoing, the parties submit themselves exclusively to the jurisdiction of competent courts at Pune.
19. **Confidentiality:** Buyer may, from time to time, communicate information to Supplier, or Supplier may learn or acquire certain information of Buyer. Supplier shall treat all such information, including this PO, as confidential, whether or not so labelled or identified, and shall not disclose any part thereof without the prior written consent of Buyer.
20. **Severability:** If any portion of this PO shall be found to be illegal, invalid or contrary to public policy the same may be modified or stricken by a court of competent jurisdiction to the extent necessary to allow the court to enforce such provision in a manner which is as consistent with the original intent of the provision as possible, and the revised stipulation and the remainder of this PO shall continue in full force and effect.
21. **No Waiver:** The failure of either Party to enforce at any time any provision of this PO shall not be construed to be a waiver of such provision or the right thereafter to enforce each and every provision hereof. No waiver by either Party, either express or implied, of any breach of these terms or conditions shall be construed as a waiver of any other term or condition.
22. **Survival:** The provisions of this PO that by their nature continue in effect shall survive the termination or expiration of this PO.
23. **Non-Publicity:** Without prior written consent of the Buyer, the Supplier shall not (a) make any news release, public announcement, denial or confirmation of this PO or its subject matter, or (b) disclose any reports, recommendations, conclusions or documentation regarding the foregoing.
24. **Compliances:** Without limiting the generality of the foregoing, the Supplier undertakes to comply in all respects with all the applicable laws and shall not conduct itself or act in discharge of its duties prescribed hereunder in a manner as would render Buyer, Kohler Co. U.S.A. or its affiliates liable for prosecution under the Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 1977 and UK Bribery Act, 2010, as amended. Supplier shall always comply with the legal requirements to prevent, control & minimise adverse impact on environment."