

VIRAJ PROFILES PRIVATE LIMITED
(formerly, Viraj Profiles Limited)
PURCHASE ORDER

ISO DOCUMENT NO : F/PUR/05
PO Number : 5900003190 ()
Page No. :1/5

Postal / Delivery Address :

VIRAJ PROFILES PVT LTD(ZURIK SCRAP) Viraj Profiles Private Limited
S-18/2 MIDC TARAPUR INDUSTRIAL AREA
TAL & DIST-PALGHAR BOISAR 401506

Corporate Office :

VIRAJ Tower, 1st Floor, Western Express Highway,
Andheri East, Mumbai,Maharashtra-400069
Phone : +91 9049991021-24.

Vendor / Service Provider : A One Salasar Pvt. Ltd. 702 Opal Square IT Park, Padwal Nagar, 27 Maharashtra India GSTIN : 27AAOCA5506C1ZV Tel No. : +917400050342 Mob No. : 7400050342 Email : sales@salasarauction.com	P.O. No. : 5900003190 P. O. Date : 13.12.2023 Contact Person : PUR_16 1100 Contact No. : +91-022062766200 Email : sapadmin@viraj.com Quotation No. : Our Reference : Sales Person : Mobile :	Central Excise : Range- STATE GST & SALES TAX DIVISION IV, PALGHAR - 401506, M.H. Division- STATE GST & SALES TAX DIVISION IV PALGHAR - 401506, M.H. Commissionerate- PALGHAR, M.H. PAN :AABCV1740N GSTIN :27AABCV1740N1Z4 CIN :U28113MH1996PLC096835
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Item	Material	Description	Qty	UOM	Gross Price	Net Value
00010		Service Charges For E-Auction Material Sold Through E-Auction by A ONE SALASAR PVT LTD. E-Auction/Event Auction Id: A-23-4577 Auction Date: 07-11-2023 H1 Bidder Ref. A33722333724577 LOT No 4 . ICW WITH ALUMINIUM ATTACHMENT. Sold Qty. 2588 KG. Rate @ 280.80 = Sales Basic Value Rs.726710.40 Purchase Requisition No / Date:1600011112 / 05.12.2023	1	AU	2,180.13	2,180.13
SUBTOTAL :						2180.13
The Item covers the following services :						
Line No	Activity No	Description	Qty	UOM	Unit Price	
10	3003383	SERVICE : E-AUCTION FOR MATERIAL SALE SAC Code: 998399	1	LOT	2,180.130	
SUBTOTAL :						2180.130
Delivery Date		: 31.12.2023				
GRAND TOTAL :						2180.13

AMOUNT IN WORDS : (TWO THOUSAND ONE HUNDRED EIGHTY RUPEES THIRTEEN PAISE ONLY)

Terms of Payment	: 100% Against completion of work.
Inspection	: At our end
Incoterms	: FOR DOOR DELIVERY
Special Instruction	: Regularization
Currency	: INR

Important Notes:

- 1] **Original Documents** : The vendor will send & give his original Commercial Bill ,Excise/ Cenvat Invoices (wherever applicable) ,packing list and LR copy , at the time of unloading the Goods at the delivery address, failing which the Goods will not be unloaded at the Delivery point.
- 2] Our P.O.No/Date and product code must be quoted on bills and challans.
- 3] Kindly confirm our order and arrange dispatches as per our schedule.Penalty will be imposed for delayed supply.
- 4] Kindly raise your Invoice as per DEL/BILL mentioned above and maintain your ledger A/C accordingly.
- 5] Test certificate to be provided whenever required,failing which payment can be delayed.
- 6] **Payment** : InCase of Credit Period , the payment will be from the date of receipt of Original documents as specified in Clause 1 above.

A One Salasar Pvt. Ltd.
(Seller)

For VIRAJ PROFILES PRIVATE LIMITED

Prepared By : PUR_16 1100

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AUTHORISED SIGNATORY

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ANNEXURE A

Unless specifically stated otherwise, the following clauses shall form the terms and the conditions of the above Purchase Order.

THIS PURCHASE ORDER IS SUBJECT TO FOLLOWING TERMS AND CONDITIONS:

PURCHASER: Viraj Profiles Limited a company incorporated under the Companies Act 1956 and having its registered office at G-34, MIDC, Tarapur Industrial Area, Boisar, District Thane, Maharashtra, 401506, hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and assigns).

SUPPLIER shall mean the person / firm / company / entity / LLP that is supplying the Goods to the Purchaser as more particularly defined in the Purchase Order.

GOODS / PRODUCTS: Articles, materials, supplies, drawings, data and other property and also wherever and to the extent applicable, all services including design, delivery, installation, inspection, testing and commissioning, specified to complete this Purchase Order.

PURCHASE ORDER: The order placed by Purchaser for the supply of the Goods. The Purchase Order together with all terms and conditions set out hereunder and any attachments, exhibits, specifications, drawings, notes, instructions and other information whether physically attached or incorporated by reference (collectively "the Purchase Order") constitutes the entire and exclusive agreement between the Purchaser and the Supplier identified in the Purchase Order.

1. QUALITY, SPECIFICATIONS & PRICE

1.1 The Supplier warrants that its Products / Goods have the characteristics, qualities and features specified in the Purchase Order and that they are in compliance with the stated specifications, drawings, samples and other descriptions provided by the Purchaser and be fit and sufficient for the purposes / uses intended by the Purchaser.

1.2 The Supplier will perform quality inspections as per internationally accepted standards & best engineering practices.

1.3 In case initial sample is received, the Supplier shall begin with production only after having received the formal communication of written approval from the Purchaser.

1.4 The Supplier warrants and guarantees compliance with all statutory safety and environmental regulations and laws applicable in India.

1.5 Price governing this Purchase order for all purposes shall remain firm unless otherwise agreed in writing by the Purchaser.

1.6 The Purchaser reserves the right at any time to make changes in specifications and scope of work of the Supplier and if, as a result thereof, any increase or decrease in the production cost is caused, the price set out in this Purchase Order shall be adjusted by the Purchaser on actuals. Provided always that the proposed change shall be communicated by the Purchaser to the Supplier in writing and the same shall be either accepted or rejected by the Supplier and the same shall be communicated to the Purchaser in writing within a period of 3 days from receipt of the proposed change from the Purchaser. In case the Supplier fails to communicate acceptance or rejection to the proposed change within the aforesaid period of 3 days, the same shall be deemed and construed that the proposed change has been rejected by the Supplier and in that case, the Purchaser shall be entitled to :

1.6.1 engage any other supplier, parallel to existing Supplier, to complete the whole or part of the Purchase Order; and / or

1.6.2 cancel the Purchase Order.

1.7 In the event the Supplier has accepted the proposed change, all other terms and conditions contained herein shall, mutatis mutandis, apply to the Parties.

1.8 In the absence of specifications or samples, the Goods shall be the best of their respective kind and of first-class workmanship and shall comply with the highest standards generally accepted by the industry in which the Purchaser operates.

2. DELIVERY SCHEDULE

2.1 Time is of the essence in the Supplier's performance of its obligations under this Purchase Order. The Supplier will immediately notify the Purchaser if the Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. The Purchaser's acceptance of Supplier's notice will not constitute Purchaser's waiver of any of the Supplier's obligations.

2.2 If the Supplier delivers Work after the Delivery Date, the Purchaser may, at its sole discretion, reject such Work and the provisions of clause 6 and 21 shall also apply.

2.3 Purchaser will hold any Goods rejected under this Purchase Order at the Supplier's risk and expenses, including storage charges, while awaiting the Supplier's return transportation instructions. The Supplier will bear all return and / or inward transportation charges (to be paid in advance by the Supplier), including without limitation, insurance charges that Purchaser incurs on the Supplier's behalf. Purchaser may, in its sole discretion, destroy or sell at a public or private sale any rejected Goods for which Purchaser does not receive return transportation instructions within a period of 7 (seven) days from the date on which intimation of rejections of Goods is given by the Purchaser to the Supplier. It is agreed between the Parties that any amount received by the Purchaser through the aforesaid public or private sale of rejected Goods for which Purchaser has not received return transportation instructions shall accrue solely to the Purchaser and no amount or part thereof shall be payable to the Supplier.

2.4 The Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Products from loss or damage and in accordance with best commercial practices in the absence of any specifications Purchaser may provide. Without limiting the foregoing, the Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labelling, reporting, carriage and disposal.

2.5 Additional freight costs for rush or express deliveries required due to non-compliance with the stipulated delivery deadlines will be borne by the Supplier.

2.6 Unless Purchaser expressly instructs otherwise, the Supplier will deliver all Goods to Purchaser's unit / factory / plant / location set forth in the Purchase Order. The Supplier assumes responsibility for all insurance, shipping and delivery charges.

2.7 Risk of loss for the Products does not pass to the Purchaser until acceptance thereof in accordance with this Purchase Order.

2.8 The Supplier, before dispatching the Goods to the Purchaser, shall provide the Purchaser with the dispatch information in advance before delivering the Goods. The said dispatch information shall contain the following particulars, failing which the Purchaser may refuse the delivery of Goods so dispatched by the Supplier : -

2.8.1 The quantity of dispatched Goods,

2.8.2 Date of dispatch,

2.8.3 Name of Transporter/ or courier

2.8.4 Consignment number

2.8.5 Lorry Receipt / Bill of Lading / Railway receipt etc.

2.9 In case of dispatch of documents through bank, Supplier will allow Purchaser for 60 (Sixty) clear days, free of interest/other charges for retirement of the documents from the date of receipt of Goods unless the documents are under letter of credit whose terms are pre decided by Supplier & Purchaser.

2.10 The Supplier shall state all registration details of the Purchaser on the dispatch/delivery documents. Any delays, loss confiscation, hold up etc. by statutory or other authorities due to defective documentation the same shall be at the risk, cost and account of the Supplier.

3. OWNERSHIP AND LICENSE

3.1 Upon passing of risk to the Purchaser, the Purchaser is the sole and exclusive owner of the Products. The Supplier irrevocably assigns and transfers to the Purchaser all of its worldwide right and title to, and interest in, the Products, including all associated Intellectual Property Rights.

3.2 Notwithstanding the above, the Supplier grants to Purchaser a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sub - licensable license to any Intellectual Property Rights in the Products which arise outside the scope of the Purchase Order to the extent necessary for the Purchaser to exercise its rights in the Products as reasonably contemplated by the Purchase Order.

3.3 Supplier grants to the Purchaser a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, transferable, sub - licensable license to any Intellectual Property Rights in Products which are necessary for the Purchaser to use, import, copy, execute, reproduce, display, perform, and distribute copies of and modify (including creating improvements and derivative works based on) the Products.

4. PACKING, MARKING AND TRANSPORTATION

4.1 General specifications of packing and marking in respect of the Goods under this Purchase Order shall be as per Good Industry Practices. The Goods shall be duly packed in rail/road/sea worthy packing wherever required or customary, so as to ensure that all the Goods are delivered at site in good conditions and without any damage. Packing and forwarding of the Goods shall be in accordance with standard practices prevailing internationally and Good Industry Practice. The Supplier shall take suitable precautions and measures to protect the Goods against dampness, moisture, rain, rust, shock, corrosion and deformation. Packing and marking shall be the responsibility of the Supplier.

4.2 Supplier must mark their (1) Suppliers name & (2) Month/Year on each item either by paint or embossing/punching as feasible item to item at appropriate location and in case the Supplier is merely a stockist / authorized dealer / reseller in respect of the Products, the Supplier shall ensure that the aforesaid markings are present on the Products.

5. ACCEPTANCE

5.1 The Purchaser shall have the right to reject the Goods in whole or in part, whether or not paid for in full or in part, in case, if the Goods supplied do not conform to the requirements / specifications of this Purchase Order in that case, the provisions of clause 21 shall apply. In the event of cancellation under this condition, the Supplier shall promptly repay any moneys paid under the Purchase Order without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights the Purchaser may have.

5.2 Purchaser reserves the right to not to pay for Goods if the delivery is done without any valid purchase order or in non compliance with this Purchase Order & such deliveries shall be treated as Free of Cost (FOC) basis.

5.3 Notwithstanding anything to the contrary contained herein, the risk in and title to the Goods shall pass to the Purchaser, only if the Goods so delivered by the Supplier, comply with the Specifications contained herein.

5.4 Material of different plants / locations / Excise Units shall not be accepted in single Lorry Receipt / Courier Note etc.

6. LIQUIDATED DAMAGES

6.1 Subject to force majeure clause, If the Supplier fails to deliver any or all the Goods within the delivery period(s) specified in the Purchase Order the Purchaser shall without prejudice to its other remedies under the order deduct from the ordered price as liquidated damages, a sum equivalent to 2% (Two percent) of the total Purchase Order value for each week of delay or part thereof until actual delivery up to a maximum of 10 %(ten percent) of the total Purchase Order value. Payment of liquidated damage shall not, however, absolve the Supplier from the delivery obligations.

6.2 The Parties agree that such liquidated damages represent a fair and equitable compensation and it is mutually agreed that the said amount is a genuine pre-estimate of damages and not punitive, for any delay in the performance of the delivery obligations of the Supplier on the relevant dates.

6.3 Liquidated Damages for failure to meet guaranteed performance levels

6.3.1 If the Goods do not meet the guaranteed performance levels or do not match the agreed Specifications, the Supplier shall pay liquidated damages for such failure to meet the guaranteed performance levels as agreed between the Parties subject to a maximum of 25% of the total Purchase order value.

6.4 The Purchaser reserves the right to terminate the order due to delay in delivery & recover the loss due to delay, from the Supplier's due payments.

6.5 All sub - clauses contained in this clause 6 are to be read in addition to and not in substitution of or in the alternate to each other.

7. TAXES AND DUTIES

7.1 It shall be the responsibility of the Supplier to pay all applicable taxes, duties, charges etc. (of which Purchaser is entitled to receive as and by way of refund / set off from the Government / relevant statutory authority) to the Government and other applicable statutory authorities in a timely manner, as and when the same become due and payable.

7.2 Thereafter, the Supplier shall, within a period of 30 days from the above, provide to the Purchaser the ledger / challan / receipt / returns and all other applicable documents confirming that the Supplier has complied with applicable tax and other provisions.

7.3 In the event of failure or default by the Supplier in compliance with the above clauses, it shall be deemed to be an Event of Default and the Purchaser shall be entitled to the following:

7.3.1 The sum corresponding to the amount that the Purchaser is entitled to receive as and by way of refund / set off from the Government / relevant statutory authority along with interest thereon at the rate of 2% per month for every month of default or part thereof; or

7.3.2 Recover the sum mentioned in point (a) above by setting it off against Goods already delivered to the Purchaser by the Supplier.

7.4 The Purchaser also reserves its right to initiate appropriate civil and / or criminal legal proceedings against the Supplier in order to recover the amounts mentioned above, in case of default by the Supplier.

8. DOCUMENT SUBMISSION

8.1 The Supplier should send his original commercial bill, Transporter Excise invoices (wherever applicable), packing list and LR copy, and other applicable documents as per applicable law and other generally accepted business practices, at the time of unloading the Goods, failing which the Goods will not be unloaded and accepted by the Purchaser. The Delivery address should be mentioned on the invoices clearly.

8.2 Data sheets, operation & maintenance manual, list of accessories, recommended spares & important documents shall be provided to the Purchaser upon a request for the same being made to the Supplier and otherwise at the latest to be sent along with the Goods.

8.3 The Original commercial bill, Transporter Excise invoices (wherever applicable) & packing lists should contain the description of the Material along with material Code and the unit of measurement as specified in Purchase Order.

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9. INSPECTION

- 9.1 The Supplier agrees that the Purchaser or any agent / third party nominated by the Purchaser in that regard, shall be entitled to enter upon the site / factory / location / plant / unit of the Supplier where the Goods are kept for the purpose of inspecting the same. Thereafter, the Purchaser or its agent or third party shall issue an inspection certificate.
- 9.2 In the event it is found by the Purchaser or any agent / third party nominated by the Purchaser to conduct inspection as above that the Goods do not conform to the specifications agreed to between the Parties or are not of the quality agreed to between the Parties, then in such event the Supplier shall forthwith take all necessary steps to ensure that the Goods comply with the agreed specifications / quality. In case the Supplier fails to do the above and ensure that the Goods meet the agreed specifications, the provisions of clause 21 shall apply.
- 9.3 It is further agreed between the Parties hereto that the aforesaid inspection certificate does not amount to acceptance of the Goods by the Purchaser nor does it certify the quality or merchantability or fitness of the Goods.
- 9.4 Suppliers shall be required to submit all the relevant test certificate /inspection reports along with supplies. Such test certificates/inspection reports should certify that all items covered under the order shall conform to the Purchaser's requirements & specification. In the absence of such test certificate / inspection reports, Purchaser shall have an option not to accept such items.
- 9.5 The Bill of material, if applicable, shall be provided to the Purchaser by the Supplier within a period of 7 (seven) days from the signing of the Purchase Order. Thereafter, after completion of supplies or on Purchaser's demand, Supplier is liable to return all drawings, documents etc., relating to this Purchase Order.
- 9.6 Any demurrage, wharfage or similar expenses incurred by Purchaser owing to late delivery of the Railway Receipt/Lorry Receipt/carrier documents must be borne by the Supplier.

10. DOCUMENTATION: The Supplier is obligated to accurately raise and provide all the relevant documents/ shipping papers and delivery notes. If the Supplier fail to do so, the Purchaser shall not be responsible for any risk or delays in processing.

11. PROGRESS OF ORDER: If the delivery period is more than 8weeks, the Supplier shall convey the progress on scope of work covered under this order in every week after 2weeks from date of Purchase Order. Provided always that the Supplier shall take all steps necessary to ensure timely delivery of the Goods.

12. WARRANTIES

- 12.1 The Supplier warrants to the Purchaser that the Products shall comply in every respect with any specifications, drawings and other data forming part of the Purchase Order and shall be free of defective materials or workmanship and is complete without any omissions. The Supplier shall be fully responsible for making good immediately upon being notified by the Purchaser any omission and defects in the Products or any portion thereof which may appear or occur during the warranty period being the longer of the following Twenty Four (24) months from the date of receipt of material by the Purchaser at his Plant / Site / Location/ Unit or a period of eighteen (18) months from the date of erection, installation and commissioning of the Goods subject to issuance of a final acceptance letter in respect thereof by the Purchaser.
- 12.2 The Supplier shall ensure that the warranty is directly extended to the Purchaser and, at the Purchaser's option, the Purchaser may exercise any of the warranties herein directly against the manufacturer of the Product and its agents, authorized dealers, channel partners etc.
- 12.3 The Supplier's liability hereunder shall extend to all damages directly or indirectly caused by the omissions or defects.

13. ASSIGNMENT: The Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without Purchaser's prior written consent. Purchaser may, at its option, void any attempted assignment or delegation undertaken without Purchaser's prior written consent.

14. INDEMNITY

- 14.1 The Supplier represents that it owns/has irrevocable rights to use and transfer the intellectual property in respect to the supply, erection and use of the Goods / Products supplied hereunder;
- 14.2 The Supplier shall indemnify the Purchaser from and against any demands, claims, suits and causes of action and any liability, legal cost, expenses, settlements, etc. arising from or incurred by reason of any infringement or alleged infringement of patent, design, copyright, trade mark or trade name by the use or possession of part or whole of the Equipment by the Purchaser.
- 14.3 The Supplier hereby declares that, as on the date of signing of the order, the Supplier has not received any notification of any rightful patent infringement claim, which can prejudice the Purchaser's right to use or maintain the Equipment.
- 14.4 The Supplier shall indemnify the Purchaser from and against any demands, claims, suits and causes of action and any liability, legal cost, expenses, settlements, etc. arising from or incurred by reason of any non compliance or alleged non compliance of any of the terms and conditions, covenants and obligations contained herein by the Supplier

15. LANGUAGE: All documents, statements, instructions, catalogues, brochures, pamphlets, design data, drawings, operation and maintenance manuals, notices and all other communications pertaining to this order shall be in English language only.

16. LIMITATION OF LIABILITY

- 16.1 Notwithstanding anything else in the Purchase Order or otherwise, the Purchaser's total liability under this Purchase Order shall not exceed the total amount required to be paid by the Purchaser for the Goods.
- 16.2 In no event will the Purchaser be liable to the Supplier for any incidental, indirect, special, consequential damages or exemplary damages, or for loss of business, profits, business interruptions, or loss of information arising out of, or in connection with, the Purchase Order, whether or not the Purchaser was advised of the possibility of such damage.
- 16.3 The Supplier shall be liable to the Purchaser for incidental, indirect, special, consequential damages or exemplary damages, or for loss of business, profits, business interruptions, or loss of information arising out of, or in connection with the Purchase Order, whether or not the Supplier was advised of the possibility of such damage.
- 16.4 The limitations will apply notwithstanding any failure of essential purpose of any limited remedy provided herein. Nothing in the Purchase Order limits the Supplier's liability for bodily injury of a person, death, or physical damage to property or any other such liability.

17. INSURANCE: In the event it is agreed between the Parties that insurance of the Products shall be the responsibility of the Supplier then it shall be the responsibility of the Supplier to effect and maintain at its own cost, all applicable insurances as required by law and to cover the Supplier's responsibilities and liabilities under the Purchase Order and in all other cases the Parties agree that the insurance terms stipulated on the front page of the Purchase Order shall apply to them.

18. MEASUREMENTS: All measurements shall be as per what is specified in the Purchase Order.

19. CONFIDENTIALITY

- 19.1 All non-public, confidential or proprietary information of the Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Purchaser to the Supplier, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Purchase Order is confidential, solely for the use of performing the Purchase Order and may not be disclosed or copied unless authorized by Purchaser in writing. Upon Purchaser's request, the Supplier shall promptly return all documents and other materials received from Purchaser. Purchaser shall be entitled to injunctive relief for any violation of this clause.
- 19.2 The Supplier shall obtain the Purchaser's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a Supplier to the Purchaser.

20. TERMINATION OF THE PURCHASE ORDER:

- 20.1 Purchaser may terminate this Purchase Order at any time at its sole discretion.
- 20.2 The termination of this Purchase Order shall not in any way affect or prejudice or relieve the Supplier of obligations or liabilities accrued or incurred prior to the termination and other clauses which by their very nature are intended so or expressed to continue and survive the termination of this Purchase Order/Agreement.
- 20.3 If after issue of this Purchase Order the Supplier at any time:
- 20.3.1 becomes bankrupt or presents its petition in bankruptcy;
- 20.3.2 makes an arrangement with, or assignment in favour of, its creditors, or agrees to carry out this Purchase Order under a committee of inspection of its creditors; or
- 20.3.3 being a company goes into liquidation whether voluntary or compulsory; or
- 20.3.4 assign or attempt to assign this Purchase Order or any part thereof; or
- 20.3.5 abandons this Purchase Order; or
- 20.3.6 suffers the appointment of a receiver, trustee, administrator or similar officer on the whole or any part of its business or undertaking or assets and such administrator or receiver shall not be discharged within one hundred twenty (120) days of its appointment; or
- 20.3.7 if delivery is not made as per Specifications within the stipulated date;
- 20.3.8 breaches or defaults as to any of the terms and conditions, undertakings and covenants of this Purchase Order during the term of this Purchase Order and should the Supplier fail, within twenty one (21) days after receiving written notice thereof from Purchaser, to rectify such breach or default then in such event, Purchaser is entitled to forthwith terminate the Purchase Order and the relevant provisions of clause 6 and 21 shall apply and any balance amounts being payable by the Purchaser to the Supplier shall stand adjusted accordingly Further, upon termination as provided above, the Supplier shall refund to the Purchaser, all monies paid by the Purchaser until the time of such termination towards the Goods, delivery whereof is outstanding on the date of such termination, continue and conclude the performance of the Supplier's obligations hereunder, if any still pending at termination and return to the Purchaser all data, information and material received by the Supplier from the Purchaser until the time of the termination, without retaining any copies of the same.
- 20.4 Any rights or remedies available to the Purchaser under applicable law or statute shall not be impaired or affected by the termination of the Order and/or the foregoing provisions.

21. RISK PURCHASE

- 21.1 In case the Supplier is not able, in the judgment of the Purchaser, to maintain satisfactory work progress and it appears that Supplier will not be able to supply the Goods within the time schedule and achieve the target completion date, the Purchaser shall be at liberty to either:
- 21.2 Continue as per the Purchase Order with due liquidated damages for late delivery; or
- 21.3 Engage any other Supplier, parallel to existing Supplier, to complete part of the balance order at the risk and cost of the existing Supplier; or
- 21.4 Cancel the Purchase Order and get the We have balance work done from third party at the risk and cost of existing Supplier.

22. FORCE MAJEURE

- 22.1 Force Majeure means the following events or circumstances or any combination of such events or circumstances, which are beyond the reasonable control of the affected Party, which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which adversely affects the affected Party's performance of its obligations pursuant to the terms of this order such as ("Force Majeure Events")
- 22.1.1 Transportation strike for a continuous period of 7 days;
- 22.1.2 CT of war (declared or not), invasion, military coup, riots;
- 22.1.3 Radioactive contamination, ionizing radiation;
- 22.1.4 Any act of state or other exercise of a sovereign, judicial or executive prerogative by Government of India, or any Competent Authority resulting in the appropriation of the assets of the Supplier or affecting the performance of the Supplier's obligations hereunder;
- 22.1.5 Flood, hurricane, cyclone, typhoon, drought, earthquake, volcanic activity and any other acts of God which are natural calamity.
- 22.2 Events of Force Majeure shall not include
- 22.2.1 Weather conditions (including monsoon) reasonably to be expected for the climate in the geographic area of the Facility;
- 22.2.2 Delay or failure to obtain necessary permissions, approvals and sanctions of the Competent Authority/Statutory Body
- 22.2.3 the occurrence of any manpower or material delay, default or failure (either direct or indirect) in obtaining materials, equipments or any Sub-Suppliers, worker performing any work or any other delay, default or failure, financial or otherwise of a Sub-Supplier unless the same results from a Force Majeure event ,
- 22.2.4 Financial distress of the Supplier or Sub-Supplier or the Purchaser.
- 22.3 If at any time during the continuance of the Purchase Order, the performance in whole or in part by either party under this Purchase Order shall be prevented or delayed by a Force Majeure Event, then provided a notice of the happening of any such event is given within fifteen days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this Purchase Order nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and the deliveries and/or performance of the work under the Purchase Order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of Purchaser as to whether the deliveries and/or performance of the work have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part is delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate under this clause. All unused undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the Supplier at time of such termination or such portion thereof as the Purchaser may deem fit excepting such materials, bought out components and stores as the Supplier may with the concurrence the Purchaser elect to retain.

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23. TRAINING

23.1 Upon the request of the Purchaser or if the Supplier is of the opinion that the Goods supplied by the Supplier shall require adequate training or skills, in order to use them by the Purchasers or its personnel, the Supplier shall depute its personnel or the specialized engineer if so required, for Seminar / training the personnel of the Purchaser at the Site/plant of the Purchaser or at any such location of the Purchaser where the Goods so supplied by the Supplier shall be used or to be used or the site of Supplier where goods are manufactured.

23.2 The training so provided by the Supplier to the Purchaser shall be free of cost and the same shall also include, but not be limited to, the methods and procedure to use, fit, repair etc. the spare parts and the Goods so supplied by the Supplier to the Purchaser, at the site of Purchase or at any other locations where the Goods are used or intended to be used by the Purchaser.

24. INDUSTRIAL PROPERTY RIGHT: The Supplier warrants that no third-party rights are violated in context with his deliveries.

25. AMENDMENT: Subject to prior mutual consent in writing by both the Parties, this Purchase Order may be altered, modified or supplemented only in writing and accepted by both the Parties

26. GOVERNING LAW AND JURISDICTION: This Agreement shall be governed by, subject to, and construed in all respects and enforced in accordance with the Laws of India. Subject to the provisions of clause 27, the courts at Mumbai, Maharashtra shall have jurisdiction to decide and adjudicate upon any question, issue, dispute or claim between the Parties, in respect of any matter arising out of or relating to this Agreement provided that the Parties are unable to resolve the disputes by arbitration.

27. ARBITRATION

27.1 In the event of any dispute or difference arising out of, relating to, under or in respect of the Purchase Order/Agreement, including any question regarding its existence, validity or termination, the Parties hereto shall endeavour to amicably resolve the dispute or difference amongst themselves through mutual negotiations in good faith, within 15 (fifteen) days of written notification by one Party to the other Party of the existence of such dispute or difference.

27.2 In case such dispute or difference cannot be resolved within the above stipulated period, the same shall be referred to a sole arbitrator, appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time, by Viraj Profiles Limited (Purchaser or its Unit Head), respective to the order/contract releasing unit.

27.3 The arbitration shall be subject to and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification or re-enactment thereof. The decision and arbitral award of the sole arbitrator shall be final and binding on the Parties and shall be enforceable by the courts of competent jurisdiction.

27.4 For the disputes or differences arising out of/pertaining to the Purchase Order/ Agreement, the seat and venue of Arbitration shall be Boisar, District Thane, Maharashtra.

27.5 The language of the Arbitration proceedings shall be in English.

27.6 During the pendency of the arbitration proceedings, the Parties hereto shall continue to perform and execute their respective obligations herein except only to the extent of the obligations which are subject matter of such dispute or differences referred to the arbitration.

27.7 The cost and expenses of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the arbitral award otherwise provides.

28. INDEPENDENT CONTRACTOR

28.1 The Purchase Order is entered into between the Supplier and the Purchaser on a "principal to principal" basis. The Supplier and the Purchaser are independent parties and this Purchase Order shall not establish any relationship of partnership, joint venture, employment, franchise or agency between the Supplier and the Purchaser. Neither Party shall have the power to bind the other Party or incur obligations on the other Party's behalf without such other Party's prior written consent, except as otherwise expressly provided herein.

29. The Purchaser shall always endeavour & encourage the Supplier to follow & maintain eco-friendly operations. The Supplier shall follow safe & healthy practice in your processes for manufacturing the Goods and selecting such transporters which are ISO 14000 recognized and/or are following environment friendly norms.

30. The Purchase Order so issued shall be sent to the Supplier via normal modes of communication. Thereafter, the Supplier shall communicate his acceptance thereof to the Purchaser within a period of 3 days. In the event, no communication is received within 3 days of the issue of this Purchase Order it will be construed that the Purchase Order has been accepted by Supplier.

This is a Computer Generated copy hence no signature is required.

Viraj Profiles Private Limited believes in fair and ethical practices. For support please contact +91 9049991258 or email on ethics@viraj.com