

# Purchase Order

## Delivery address

Gunnebo India Private Limited, Halol  
Plot No. 1302-1306,  
GIDC Industrial Estate,  
District Panchmahal,  
Halol-389350,  
Gujarat,India  
GSTIN: 24AAACS7236D1Z0

## Bill To

Gunnebo India Private Limited, Halol  
Plot No. 1302-1306,  
GIDC Industrial Estate,  
District Panchmahal,  
Halol-389350,  
Gujarat,India  
GSTIN: 24AAACS7236D1Z0

## Vendor

A One Salasar Private Limited  
Unit No.702  
Plot No.C-1,  
Opal Square,  
Wagle Industrial Estate,  
Thane-400604,  
Maharashtra,India  
GSTIN 27AAOCA5506C1ZV  
Vendor No.  
V0006020

Your reference

Our reference

Order No.

PO-127004-1

Terms of payment

Payment on delivery

Mode of delivery

Delivery terms

Order date

2/6/2023

Vendors's reference

Project no.

Road

FOR

No.	Item no.	Description	HSN / SAC Code	Delivery Date	Quantity	Unit	Unit price	Disc%	Disc (p.u)	Basic Value	CGST		SGST		IGST		Amount (INR)
											Rate %	Amount	Rate %	Amount	Rate %	Amount	
1	100005224	Scrap Auction Charges - . Auction conducted on 31-05-2023	998311	01/06/2023	1.00	UNIT	20,000.00 per 1.00			20,000.00					18.00	3,600.00	23,600.00
Total Value																3,600.00	23,600.00

Total value (in words) INR      Twenty Three Thousand Six Hundred    only

Special Notes: -

(A)

1. Please acknowledge immediately by returning a copy of the Purchase Order signed and/or stamped and dated. If it is not received within five (5) days, it will be assumed that then you have accepted the order(s) in full & Delivery as per mutual agreement.

(B)

1. GIPL expect from our Partners (Vendors/Service Providers) to voluntarily pass on reduction in their input cost due to additional credits which are now available under GST and reduce proportionately unit price of goods/services supplied to Company. As you are aware, Anti Profiteering is strictly monitored by Government post GST and each Industry is expected to pass on reduction in input cost to the customer. GIPL reserves right to renegotiate the value of such benefits determined.

2. Kindly incorporate our below mentioned GST/HSN No. in your Invoice. In case GST no. & HSN No. is not mentioned in your invoice or differ from that mentioned in our purchase order, we shall not accept your invoice for further processing.

3. Upload supply details in the GSTN portal as GSTR 1 on or before the due date prescribed under the GST Law.

4. File your monthly return as GSTR 3 on or before the due date prescribed under the GST Law and pay the taxes due.

5. INPUT TAX CREDIT: "If any demand of tax, rejection of input tax credit, interest, penalty, fine is imposed on GIPL on account of non-payment to the Government, of taxes charged to GIPL / collected from GIPL by the Vendor/Service provider and/or non-submission/Inadequate/Incorrect submission of information prescribed by the tax department on the part of the Service provider, then said demand including tax, interest and penalties shall be recoverable from the Vendor/Service Provider either from Vendor's/Service provider's outstanding invoices if available or by raising a debit note. GIPL also reserve the right to withhold the GST amount charged in the Invoice and release it after submission of proper proof of payment of the said amount to the Government by the Vendor/Service Provider".

6. GST: In case you are Invoicing under the Composition Scheme- GST Explained, please mentioned in your invoice "Composition Scheme Under GST Explained". If any tax liability arising due to this transaction is to your account. Kindly incorporate GIPL GST No. in your Invoice.

7. IN CASE YOUR PRODUCT CONTAINS ANY HAZARDOUS WASTE (that has substantial or potential threats to public health or the environment) OR E-WASTE (electrical or electronic devices), YOU NEED TO INFORM US WITH THE MATERIAL SAFETY DATA SHEET OF THAT COMPONENT AND ITS METHOD OF DISPOSAL, IN ADVANCE (ON RECEIPT OF ORDER) PRIOR TO DISPATCH OF THIS MATERIAL AT OUR WAREHOUSE OF FACTORY. ELSE WE HAVE ALL RIGHTS OF NOT ACCEPTING THESE GOODS ON RECEIPT AT OUR PREMISES. . DISPOSAL METHOD CAN BE MENTIONED ON THE PRODUCT LABEL OR MANUAL.

Gunnebo India Private Limited

Telephone:

91-22-67803500

Registered office address

Fax:

91-22-67803535

Unit No. 102, 1st Floor, "Akruti

E-mail:

info@gunnebo.in

SMC",

LBS Marg, Khopat, ,

Thane (W)-400601, ,

Maharashtra,India

Contact for Sales & Services

Toll Free Numbers

For

MTNL & BSNL numbers:

1800-22-3525

For All Others

1800-209-3040

Email customercare.india@gunnebo.com

Registration numbers

PAN:

AAACS7236D

TAN:

PNEG12362A

IEC Number:

0388021985

CIN:

U27106MH1932PTC001874

# Purchase Order

Note

8. Do not use any HAZARDOUS MATERIAL during packing of goods in nature.

For Gunnebo India Private Limited

Authorised Signatory

Gunnebo India Private Limited	Telephone: 91-22-67803500	Contact for Sales & Services	Registration numbers
Registered office address	Fax: 91-22-67803535	Toll Free Numbers For	PAN: AAACS7236D
Unit No. 102, 1st Floor, "Akruti SMC",	E-mail: info@gunnebo.in	MTNL & BSNL numbers:	TAN: PNEG12362A
LBS Marg, Khopat, ,		1800-22-3525	IEC Number: 0388021985
Thane (W)-400601,		For All Others	CIN: U27106MH1932PTC001874
Maharashtra,India		1800-209-3040	
		Email customercare.india@gunnebo.com	

# Purchase Order

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Gunnebo India Private Limited  
Registered office address  
Unit No. 102, 1st Floor, "Akruti  
SMC",  
LBS Marg, Khopat, ,  
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Registration numbers  
PAN: AAACS7236D  
TAN: PNEG12362A  
IEC Number: 0388021985  
CIN: U27106MH1932PTC001874

TERMS & CONDITIONS

1. DEFINITIONS  
In these conditions The "Company" shall be Gunnebo India Private Limited. The "Supplier" shall mean other contracting party. The "Product" shall include all goods and services described in the order. The "Order" shall mean the order placed by the company with the supplier for the supply of the products.
2. FORM AND ACCEPTANCE OF ORDER  
The company shall only be bound by orders and amendment thereto which are placed in its official printed order forms signed on it behalf by a duly authorized officer and accepted by the Supplier in writing. The Supplier shall confirm the order acceptance within 7 days of the receipt of authorized order. If order acceptance is not received within 7 days, the order is deemed to have accepted by the supplier. Accepted purchase order becomes the contract between Company and the Supplier.
3. DELIVERY  
Time of delivery shall be of the essence of the order. All products supplied against the order must be properly packed and secured and shall be delivered carriage paid at the supplier risk in accordance with the Company's written instructions. All dispatches must bear the Company's order number and contain a Packing Note. In addition, all relevant Active Notes and Invoices are to be sent by post or by Courier or hand delivered at the same time as the Products are dispatched. Where the order calls for Release Note, Copies of these are to accompany the Packing Note and Advice Notes. Without prejudice to any of the Company's rights, failure to deliver the Products by the due date shall entitle the Company to cancel the Order in respect of the undelivered Products or, at the Company option, to instruct the supplier to deliver the Products at the Supplier's expense by an express service. The supplier shall be responsible for the cost of packing cases or containers, which shall, if requested by the supplier at the time of dispatch, be returned by the company at the supplier's expense.
4. PRODUCT INFORMATION:  
All information and data contained in general product documents and price lists, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.
5. INSPECTION AND TESTING  
a) All Products delivered by the Supplier shall be of good quality and using first class material and according to specification required and shall be fit for the purpose when they are designed to fulfill and for any purpose made known expressly or impliedly by the Company to the Supplier and shall conform in all respects with the terms of the Order. Please do not deliver quantities in excess of what is specified in this P.O. Company is not obliged to pay or bear any responsibility for any quantity supplied in excess of the P.O. quantity.  
b) The Company shall be entitled to inspect and test the Products during their manufacture, processing or storage at any reasonable time at Supplier's works or at premises of approved sub contractors. Such inspection and testing shall not constitute acceptance by the company and does not relieve the Supplier or any sub contractor of any responsibility under the Order, whether implied or stated.  
c) Without prejudice to the Company's other rights, whether under these conditions or otherwise, the Company shall be entitled, by notice in writing to the Supplier to be given within a reasonable period of delivery of the Products (in no event less than thirty days), to reject any Products which are found not to comply with the Order or are otherwise not in accordance with stipulated quality or measurement or which are damaged on transit or where there has been a shortage in delivery. The company when giving such notice of rejection shall have the option of either.
- (i) Requiring the Supplier at the Supplier's risk and expense to replace the rejected Products and deliver additional Products in compliance with the order
- (ii) Cancelling the order and if applicable recovering from the Supplier any money paid by the Company in respect of such rejected Products and if Company so requires, any other Products comprised in the same Order as the rejected Products together with any additional expenses Products shall be replaced or the money and expenses paid by the Company shall be repaid by the Supplier with seven days of such notice or rejected being given by the Company. As from the date of such as aforesaid by the Company, the rejected Products (and if option (ii) is exercised any other Product for which the Company requires repayment from the Supplier) shall bear the risk of the Supplier and the property therein shall be returned to the Supplier when the Supplier has complied with the obligations on its part referred to in this Condition 4. The supplier at his own cost must remove rejected goods immediately. The Company will not be responsible, for the rejected goods in any way, if not removed within 15 days of the date of intimation to the supplier.
6. PAYMENT  
Payment by the Company shall be as mentioned in the order terms overleaf. No payments will be made until the Products have been delivered and accepted. Payment may be delayed if the Supplier fails: (a) to supply the required documentation quoting the relevant order number or (b) to send a monthly statement of account quoting the Invoice numbers applicable to each item thereon but the company shall remain entitled to all prompt payment discounts.
7. CONFIDENTIALITY  
All drawings and technical documents relating to the Product or its manufacture submitted by Company to Supplier, prior or subsequent to the formation of the contract, shall remain the property of Company. Drawings, technical documents or other technical information received from Company shall not, without their consent, be used by Supplier for any other purpose than that for which they were provided. They may not, without the consent of Company, otherwise be used or copied, reproduced, transmitted or communicated to a third party.
8. SUPPLIER'S NAME PLATES AND TRADER MARKS  
Neither the supplier's name nor their trademarks are to appear on Products, which are made to the Company's specifications without the Company's prior permission in writing.
9. TITLE AND RISK  
Subject to condition 14 hereof, title and risk in the Products shall pass to the Company on actual delivery in accordance with condition 3 hereof without prejudice to any rights of the Company, which may accrue under these conditions.
10. INDEMNITY  
In addition to and without prejudice to the generality of these conditions, the Supplier undertakes to keep the Company indemnified against all loss or liability whatsoever resulting directly or indirectly any time from.
- a) Any damage to the Company's property and against any claim for loss or injury to any third party by reason of the supplier's negligence or any act or commission on the part of employees sub contractors or agents of the supplier arising out of the execution of the Order and to adequately insure against this liability and  
b) Any defect or fault discovered in the Products supplied hereunder including without limitation, defects in design materials, workmanship and/or non suitable for intended use; and  
c) Failure of the Product to comply with the terms of the order.
11. WARRANTY  
Without prejudice to any other rights whether implied by statute or otherwise which the Company may have the supplier undertakes at the Company's option, forthwith either to repair, to replace or refund the cost of the Products which are or become defective within a period of 12 months from the date of Operational acceptance by company or 18 months from the date of delivery whichever occurs first. On receipt of the intimation from the Purchaser, the Supplier shall remedy the defect without undue delay and at his own cost. Repair shall be carried out at the place where the Product is located unless the Supplier deems it appropriate that the defective part or the Product is returned to him for repair or replacement. The Supplier is obliged to carry out dismantling and reinstallation of the part if this requires special knowledge. If such special knowledge is not required, the Supplier has fulfilled his obligations in respect of the defect when he delivers to the Purchaser a duly repaired or replaced part. Unless otherwise agreed, necessary transport of the Product and/or parts thereof to and from the Supplier in connection with the remedying of defects for which the Supplier is liable shall be at the risk and expense of the Supplier. The Purchaser shall follow the Supplier's instructions regarding such transport. Defective parts, which have been replaced, shall be made available to the Supplier and shall be his property. If, within a reasonable time, the Supplier does not fulfill his obligations, the Purchaser may by notice in writing fix a final time for completion of the Supplier's obligations. If the Supplier fails to fulfill his obligations within such final time, the Purchaser may himself undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier. Where successful remedial works have been undertaken by the Purchaser or a third party, reimbursement by the Supplier of reasonable costs incurred by the Purchaser shall be in full settlement of the Supplier's liabilities for the said defect.
12. SPARES SUPPORT  
All orders are placed by the Company on the understanding that spare parts and identical replacement for the Products will be available to the Company for a period of 10 years from the date of the order and that prior to the Products or spare parts thereof being made obsolete at least twelve months written notice will be given to the Company.
13. FREE ISSUE MATERIALS  
a) When materials of items are issued on a free basis the supplier undertakes to replace at its own expense any such material or items scrapped in excess of any scrap allowance given. All free issue materials or items shall remain the Company's property and all work done thereon shall immediately vest in the Company  
b) All scrap arising from free issue or items shall be disposed of in accordance with the Company's instruction and proceeds of sales of any such scrap shall be credited to the Company.
14. DISPOSAL OF FAULTY OR SURPLUS PRODUCTS  
Not faulty surplus products manufactured under the Order whether rejected by the Company or not, and to which the name or trade mark or any imitation thereof the Company has been attached are to be offered for sale or sold by the Supplier to third parties.
15. VESTING  
Any Products or materials purchased or allocated by the Supplier for the purpose of the Order, or any work done thereon shall immediately vest in the Company Where advance payment or progress payments have been or are being made by the Company.
16. JIGS AND TOOLS  
a) Any jigs, tools, dies, moulds or the equipment, the full cost of which has been borne directly or indirectly by the Company shall be the property of the Company and must only be used for the purpose of the Order in cases where part of the cost has been borne by the Company or where such equipment has been made to the company's special requirements then the Company shall have the right to purchase such equipment has been made to the Company's special requirements then the Company shall have the right to purchase such equipment at a fair and reasonable price.  
b) All jigs, tool, dies, moulds and other equipment which is in Supplier possession, custody or control and which is the property of the Company must be returned to Company on completion of the Order or upon termination of the same.
17. SAFE CUSTODY  
The safe custody of all jigs, tools, dies, moulds, free issue materials, designs, drawings, plans and other equipment or information used in the performance of the Order and work done on each whilst in the Supplier's possession custody or control, is the Supplier's absolute responsibility and the Supplier shall indemnify the Company against all losses and costs which it incurs where the Supplier fails to fulfill, is the sole responsibility of the supplier and the supplier will adequately insure all such material and items and work done thereon against loss or damage.
18. MANUFACTURING CHANGES  
The Company must be advised in writing of all proposed in the Specification of the Order or method of construction of the Products supplied in the event of the Company accepting the change written approval will be sent to the Supplier.
19. PATENT INDEMNITY  
The Supplier shall fully indemnify the Company against any claim or proceedings commenced for infringement of any patent, Registered Design, Copyright, Trademark, Trade name or other rights, which arises as a result of the sale or use of the Products supplied by the Supplier. This indemnity shall extend to all expenses, costs and damages, which the Company may incur as a result of such action. Provided always that this indemnity shall not apply to any infringement, which is due to the Supplier having followed design or instruction supplied by the company.
20. TERMINATION  
Without prejudice to any claim or right it might otherwise make or exercise the Company shall have the right forthwith to terminate the Order by summary notice on the happening of any of the following events.  
(i) If the Supplier commits any breach on observance of any of the terms of these conditions, including a failure to deliver by the due date, whereupon the Company shall entitle.  
(ii) To return to the Supplier's risk and expense any of the products already delivered and to recover from the Supplier any monies paid by the Company in respect of such Products; and  
(iii) To recover from the Supplier any additional expenditure incurred by the Company in obtaining other goods in replacement to those in respect of which the order has been terminated.
- (b) If the supplier makes or offers to make any arrangement or composition with its creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against the Supplier, or if any resolution or petition or petition to wind up by Supplier is passed or presented otherwise than for reconstruction or amalgamation of if a receiver of the Supplier's undertaking property to drought or other natural catastrophes, in ability to obtain performance the Products before legal ownership has passed to the Company in accordance with condition 8 thereof,
21. FORCE MAJEURE  
Either party shall be entitled to suspend performance of his obligations under the contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of the parties such as fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance referred to in this Clause. A circumstance referred to in this Clause whether occurring prior to or after the formation of the contract shall give a right to suspension only if its effect on the performance of the contract could not be foreseen at the time of the formation of the contract. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and on the cessation of such circumstance.
22. ASSIGNMENT AND SUB-CONTRACTING

Gunnebo India Private Limited  
Registered office address  
Unit No. 102, 1st Floor, "Akruati SMC",  
LBS Marg, Khopat, ,  
Thane (W)-400601,  
Maharashtra, India

Telephone: 91-22-67803500  
Fax: 91-22-67803535  
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Contact for Sales & Services  
Toll Free Numbers For  
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For All Others  
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Registration numbers  
PAN: AAACS7236D  
TAN: PNEG12362A  
IEC Number: 0388021985  
CIN: U27106MH1932PTC001874

# Purchase Order

(a) The Supplier shall obtain prior written approval from the Company for subcontract or in any manner transfer any of the workload assigned to them by the Company under this Agreement, and Suppliers shall disclose the Company's proprietary information strictly on need to know basis and shall execute suitable confidential agreement with the sub-contractor

(b) The Supplier shall not assign, transfer, factor or otherwise deal with any liability or obligations by the Company as to payment to the supplier.

23. DOCUMENTATION:  
Supplier shall mention Sales Tax registration no. in bill. If supplier is not registered with Sales Tax authority, all statutory liabilities concerning Sales Tax will be recovered from the Bill. The supplier shall deliver the material with the challan in duplicate & shall register the same at Company security gate office. The supplier shall be solely responsible for any consequences etc arising due to non-registration of the challan at Company gate office.

24. HEADINGS  
If any the words or provisions of the conditions shall be deemed to be invalid for any reason then the conditions shall be read as if the invalid provisions had to that extent been deleted there from and the validity of the remaining provisions of the conditions shall not be affected there by

25. NOTICE  
Any notice required be given hereunder shall be sufficiently given if sent by registered post, by hand, cable or telex to the recipient at its registered office or last known address and shall be deemed to have been properly served at the time when in the ordinary course of transmission it would reach its destination.

26. ARBITRATION:  
In the Event of any disputes or difference arising at any time between the parties as to the construction and performance of obligation under any clause of this terms and condition or PO or any agreement between the parties, the same shall be referred to a sole arbitrator, who shall be appointed by the parties' mutual consultation. In case parties fail to mutually agree to a sole arbitrator then each party shall nominate one arbitrator and two arbitrators so appointed shall jointly nominate the third arbitrator. The arbitration proceeding shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act 1996. The Proceedings will be conducted in English Language at Mumbai.

27. JURISDICTION:  
Any disputes arising between the parties shall be subject to the Jurisdiction of the Courts of Mumbai

28. ENTIRE AGREEMENT  
The conditions set out in the Order, subject to any amendments made in accordance with Clause 2 hereof represent the entire agreement between the Company and supplier and shall not be varied except by written agreement between them.

29. PRECEDENCE  
These conditions shall take precedence over and shall operate to the exclusion of any conditions appearing on any acceptance form, delivery form or other document or letter issued by the supplier.

30. SPECIAL CONDITION  
Where special conditions are stated on the order, these conditions shall apply equally with the general conditions shown above, except that where there is any inconsistency between the general and special conditions, the special conditions shall apply.

31. COMPLIANCE TO EMS & OHSAS  
Goods hazardous to health, safety & environment will be properly identified with specific symbols on each package with their handling instructions & cautions. MSDS & TDS should be provided with initial shipment and upon request. Valid PUC, Driver's license and other legal documents must accompany the consignments. Beside this, you will comply other requirements pertaining to all relevant Health, Safety and Environmental regulations as per ISO:14001:2015 & ISO: 18001:2007/ISO 45000:2018.

Gunnebo India Private Limited	Telephone:	91-22-67803500	Contact for Sales & Services	Registration numbers
Registered office address	Fax:	91-22-67803535	Toll Free Numbers For	PAN:
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