



Kohler India Corporation Pvt Ltd.
Plot No.828, GIDC Mega Estate,
Jhagadia Dist.- Bharuch, Gujarat, 06 393110

Purchase Order

*PURCHASE ORDER

SEQUENCE NO.

PAGE

4200983838INJ3

2556653091

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 India Corporation Pvt. Ltd.
I Plot No. 828, GIDC, Jhagadia,
L District Bharuch, Gujarat
L GSTIN: 24AABCK2145E1Z3

S Kohler India Corporation Pvt. Ltd.
H Plot No.828,GIDC,Jhagadia,
I 393110 District Bharuch, Gujarat
P India
T GSTIN: 24AABCK2145E1Z3
O

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

Date

Terms

Incoterms

Ship Via

Phone: 0227208088453

22.03.2024

NET 15 DAYS

DDP Kohler Plant

A ONE SALASAR PVT. LTD

ITEM	TAX	OUR PART NO./DESCRIPTION	DELIVERY DATE - OUR PLANT	QUANTITY	U/M	PRICE PER UNIT	NET AMT
1	EA	ALL WOOD PACKAGING & PALLETS MUST CONFORM TO ISPM15 REGULATIONS. SUPPLIERS OF PRODUCTS AND SERVICES SHOULD COMPLY WITH THE KOHLER CO. GLOBAL SUPPLIER QUALITY MANUAL. E-Auction Charges INTERNAL TRACKING #: 184347661 TOTAL NET AMT INR TOTAL GROSS AMT =====	27.03.2024	1.000	ACT	20,000.00	20,000.00
		Tax code descriptions ----- EA - Zero Service Tax					20,000.00 20,000.00
		Authorized by _____ Our contact person for this order is: Contact Person: ASHISH GUPTA Email Address: ASHISH.GUPTA@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 4:30 p.m. excluding Sundays/Holidays. 3. Packing list must accompany all shipments. 4. Purchase order number must appear on all invoices

KOHLER India Corporation Pvt. Ltd.
(Purchase Order)
Terms & Conditions

***PURCHASE ORDER**
4200983838INJ3

SEQUENCE NO.
2556653091

PAGE
2 / 2

1.0) DELIVERY OF COMMODITIES

- a) Supplier has to ensure timely delivery of commodities within mutually agreed timelines.
- b) If supplier has not given conformance within 4 days of acceptance of purchase order it will be considered as agreed for all aspects.
- c) KOHLER shall inform the supplier within mutually agreed timeline days prior in case of change of in time lines of delivery.
- d) Immediately after delivery of the commodities, supplier shall raise the invoice marked with PO No. and commodity code.
- e) In case the supplier delivers the commodities beyond the scheduled timelines, KOHLER has all the right to refuse or accept the commodities.

2.0) QUALITY ASSURANCE

The commodity supplied by the supplier shall strictly be of best quality, free from manufacturing defects and shall always conform to the product specifications and packing specification provided by KOHLER. KOHLER shall have the right to reject the commodities which are defective or not as per the agreed specifications.

3.0) INSPECTION OF COMMODITIES

- a) KOHLER shall check and accept the commodities within 30 Days of receipt of the materials at the KOHLER's premises. In case of any discrepancy found during the inspection by the Kohler, a joint inspection by both the parties can be done in accordance with KOHLER quality specifications.
- b) In case, the quality of commodities delivered by supplier is not in conformance with the quality specification of KOHLER, KOHLER at its sole discretion has the following options:
 - (i) Refuse to accept the commodities;
 - (ii) Reject and return the commodities at supplier's cost;
 - (iii) In case of KOHLER branded items, seller will be allowed to do on site segregation;
 - (iv) KOHLER branded items after segregation will be scraped in KOHLER premises before handing over to supplier.
- c) In case the quantity of the commodities delivered by the supplier is not in conformance with KOHLER's purchase order, KOHLER at its sole discretion has the following options:
 - (i) Refuse to accept the commodities;
 - (ii) Accept the commodities with short supply advice;
 - (iii) Ask supplier to make up difference between actual quantity deliver and contact quantity in specified time.

4.0) COMPLIANCE WITH LAWS

- a) Supplier shall be responsible for compliance with all the statutes, laws, regulations and rules applicable to them under this Purchase Order.
- b) Supplier represents and warrants continued compliance with all Central, State and local laws, ordinances and regulations applicable to this Purchase Order, including the Goods & Services tax laws, provisionsof The Legal Metrology Act, 2009 along with the allied acts and The Legal Metrology (Packaged Commodities) Rules, 2011, all labor & industrial laws, as may be applicable from time to time.
- c) Supplier agrees to comply with all the provisions of United States of America, India or Supplier's country, Foreign Corrupt Practices Act and anti-bribery laws and the regulations thereunder, as amended from time to time.
- d) 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, the Supplier shall bear all the resultant liability(ies) whatsoever, if any, arising out thereof and that KOHLER shall have the right to set off such amount as may be assessed by KOHLER owing to such non-compliance by the Supplier.

5.0) INDEMNIFICATION

Supplier shall defend, indemnify, and hold harmless KOHLER and its directors, officers, employees, and agents, if KOHLER is involved in any cause of action, suit, arbitration, alternative dispute resolution proceeding, administrative hearing or other proceeding, whether of a civil, criminal, administrative or investigative nature, and any appeal there from (a "Proceeding") in connection with (a) any act or omission or misconduct of Supplier in the performance of this Purchase Order, (b) any claim that the Goods thereof infringe design, copyright, patent, trademark or any other proprietary rights, (c) Supplier's failure to comply with any provision of this Purchase Order, or (d) any claim by any employee, agent or personnel of Supplier;

Against (1) any and all reasonable attorneys' fees, retainers, court filing fees, arbitration fees, investigation fees, professional fees, court costs, transcript costs, fees and expenses of experts, travel expenses, duplication costs, printing and binding costs, telephone charges, postage, delivery service fees and other disbursements or expenses of the types customarily incurred in connection with a Proceeding (collectively, the "Expenses"), and (2) any and all causes of action, claims, liabilities, losses, judgments, fines, penalties, settlement payments, awards, interest, damages (including punitive damages), diminution in value or any other charge in connection with a Proceeding (collectively, the "Losses" and together with the "Expenses", the "Indemnity Costs").

6.0) CONFIDENTIALITY

The supplier shall treat the details of the contract documents as private and confidential, and shall not publish or disclose the same or any particulars of any data, information, drawings and any other documents, to any third party without the previous consent in writing of KOHLER.

7.0) GOVERNING LAWS, JURISDICTION AND DISPUTE RESOLUTION

This Purchase Order shall be governed by the laws of India. Any dispute between the parties arising out of or relating to this Purchase Order, including with respect to the interpretation of any provision of this Purchase Order and with respect to the performance by SUPPLIER or Kohler, shall be resolved by arbitration by a sole arbitrator appointed by Kohler. The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 or any enactments in substitution thereof. The venue of the arbitration proceedings shall be at Gurgaon, Haryana. The award of the arbitrator shall be final and binding upon the Parties and non-appealable and the Parties agree to be bound by the same and the successful Party may seek to enforce the same in a court having jurisdiction. Subject to the foregoing, the parties submit themselves exclusively to the jurisdiction of competent courts at Gurgaon, Haryana.

8.0) INSURANCE

Throughout the Term of this Purchase Order, SUPPLIER shall, at SUPPLIER'S sole cost and expense, maintain the minimum amounts of insurance coverage specified below:

- a) As required by local laws, Employees Comprehensive Insurance and Employers' Liability Coverage within applicable statutory limits. SUPPLIER agrees to have its insurer waive all rights of subrogation against Kohler.
- b) Obtain the policy of Comprehensive General Liability Insurance.
- c) The SUPPLIER shall arrange for necessary insurance coverage for the Plant and facilities and the stock in process at the Plant owned by the SUPPLIER covering the risks or damage by accident, lightening, fire, flood, storm, earthquake, tempest, riot, strike, civil commotion, explosion or act of God, wherever necessary against all third parties claims in respect of the Plant.
- d) For the avoidance of doubt, this Section shall not limit the liability of SUPPLIER to Kohler hereunder.

9.0) OTHER

Other covenants between the parties shall be confirmed in writing and attached hereto as an appendix, which shall be part and parcel of this Purchase Order.