



Kohler India Corporation Pvt Ltd.
6TH FL, AMBIEN OFFICE TOWER
GURGAON, INDIA, 122022

Purchase Order

*PURCHASE ORDER
4200787365INJ1

SEQUENCE NO.
2304802334

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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
T GSTN:24AABCK2145E1Z3
O

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

223883
T A ONE SALASAR PVT. LTD
O A ONE SALASAR PVT. LTD
104, Vasudev Chambers, Opp. DMart,
400078 BHANDUP-MUMBAI
GSTIN: 27AAOCA5506C1ZV

Date 23.05.2022 **Terms** NET 15 DAYS **Incoterms** DDP Kohler Plant **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. Conducting e-Auction for Sale of Scrap I Conducting e-Auction for Sale of Scrap Items. (Quartz & Hydra) INTERNAL TRACKING #: 158107034 K-CODE TOTAL NET AMT INR TAX AMT TOTAL AMT =====	23.05.2022	1	EA	20,000.00	20,000.00
							20,000.00
							3,600.00
							23,600.00
Tax code descriptions ----- C9 - CGST / SGST Input @18%							
Authorized by _____ Our contact person for this order is: Contact Person: HIRENBHAI.PARMAR Email Address: HIRENBHAI.PARMAR@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**
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1.0) INSPECTION OF COMMODITIES

- 1) KOHLER shall check and accept the commodities within 30 Days of receipt of the materials at the KOHLER facility. In case of any disagreement on the inspection result between the two parties a joint inspection can be done in accordance of KOHLER quality specifications.
- 2) 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. (a) to refuse or accept the commodity (b) reject and return the commodity at supplier's cost with specific reason of rejection (c) in case of KOHLER branded items, seller will be allowed to do on site segregation (d) KOHLER branded items after segregation will be scraped in KOHLER premises before handing over to supplier.
- 3) In case the quantity of the commodity delivered by the supplier is not in conformance with KOHLER's purchase order, KOHLER at its sole discretion has the following options: (a) refuse to accept the commodity (b) accept the commodity with short supply advice (c) ask supplier to make up difference between actual quantity deliver and contact quantity in specified time.

2.0) DELIVERY OF COMMODITIES

- 1) Supplier has to ensure timely delivery of mutually agreed timelines.
- 2) If supplier has not given conformance within 4 days of acceptance of purchase order it will be considered as agreed for all aspects.
- 3) KOHLER shall inform the supplier in time in case of change of time of delivery.
- 4) Immediately after the delivery of the commodities, the supplier shall deliver the invoice marked with P.O number and commodity code.
- 5) In case the supplier delivers the commodities ahead of schedule, KOHLER has all the right to refuse or accept the commodity.

3.0) NOTICES

Any notice herein may be served on the supplier or it's duly authorized representative at the job site, or may be served by registered mail direct to the address as furnished by supplier in its offer.

4.0) SETTLEMENT OF DISPUTES AND ARBITRATION

Any dispute or difference arising out of this purchase order shall be discussed by the purchaser and supplier. Both shall endeavor to reach an amicable settlement within a period of 15 Days. If an agreement could not be reached within this period then the dispute shall be reoffered to arbitration under the Indian Arbitration And Conciliation Act - 1996, as may be amended from time to time. The venue of arbitration shall be Bharuch. The award shall be a reasoned award and shall be final and binding on both the parties and shall not be subjected to appeal. Subject to arbitration the courts at Bharuch the court shall have exclusive jurisdictions over all matters arising under this purchase order. During pendency of arbitration the parties shall continue to perform respective obligations under this purchase order.

5.0) COMPLIANCE WITH LAWS AND DIRECTIVES

The supplier shall in its performance of the contract and carrying out of the works, ascertain and comply with all relevant Indian Laws and Directives by Statutory Authorities. The supplier shall indemnify KOHLER and its respective Directors, Officers, Employees and Agents against all governmental penalties and sanctions payable to a competent authority, together with any reasonable legal expenses incurred in connection therewith to the extent arising out of any failure of the supplier, its sub-contractor or its respective agents or employees to comply in the performance of the works prior to Taking over with any Indian Law as applicable.

KOHLER shall be indemnified against any non compliance by the supplier in matters relating to statutory, legal and professional and other obligations and requirements. The supplier shall be liable for and shall indemnify KOHLER in respect all legal implications and damages arising out of any infringement of patents and similar intellectual property, trademarks and any other such legal rights etc from the respective owners. It shall be deemed that supplier has taken all required permissions before using such intellectual property and legal rights, from the legal owners of the same, before supplying and making ready for use of the product and / or services.

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.