

Premium Transmission Pvt. Ltd.

UNIT-I, Mumbai Pune Road, Chinchwad
Pune - 411019 INDIA
Tel: 020-27475141/2/3/4 Fax :020-27472384
GST IN/UIN: 27AADCP2916N1Z4



PURCHASE ORDER

Supplier : 219110722
A ONE SALASAR PRIVATE LIMITED

104, 1ST FLOOR, VASUDEO CHAMBERSMUMBAI,
MAHARASHTRA- 400078
Maharashtra, India.
State Code:
GST IN/UIN: 27AAOCA5506C1ZV
Quotation Ref:

PO No. : 9112065537/0

Date : 17.06.2020

PO Type : ZSRN

PO Group : Tech.Tool /Fixture

Valid From: 17.06.2020

Valid To : 16.06.2021

PO Status : Released

Format No: FORM/SOUR/01/04, REV.00

SR. No.	Material Code Description	HSN/SAC Code	Drawing No. Revision No.	Delivery Date	Qty UOM	Rate Per UOM	Net Value
10	Reverse Auction charges (Event Oils)			17.07.2020	1 AU	10000.00 INR	10000.00
The following service lines are covered under this service heading.							
1	Reverse Auction charges (Event Oils)			1 EA	10000.00		

Inco Terms :	Basic Value	10000.00
Payment Terms: payment as per Annexure	Packing & Forwarding/Freight	0.00
	Discount	- 0.00
	Net W/O Tax	10000.00

Additional Information

PO Value with Tax 10000

PO Grand Total: RUPEE TEN THOUSAND ONLY

Remarks:

- 1] For any queries on Invoice payment: Pls write a mail to Vendorhelpdesk@premium-transmission.com. Subject should contain name of the Vendor as registered with Premium. This is Computer generated document. No Signature required.
- 2] Please note the terms and condition of purchase printed overleaf and strictly adhere to the same.

19.06.2020

Registered Office: Premium House, Mumbai-Pune Road, Chinchwad, Pune-411019, India
Tel: (91-20) 66314100, Fax (91-20) 27450287, CIN: U01119PN1983PLC133199
Website: www.premiumtransmission.com, E-mail: info@premiumtransmission.com

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PURCHASE ORDER

Purchase Terms and Conditions

1. DEFINITION:

In Contract, the following words and expressions shall have the following meanings:

i. 'Applicable Laws' means all laws, ordinances, regulations, rules, codes, governmental orders, court orders, requirements or rules of common law and industry standards required to be complied by Seller for fulfilling Seller's obligations under the Contract.

ii. 'Buyer' means Premium Transmission Limited.

iii. 'Contract' means Purchase Order and the Seller's acceptance of the Purchase Order.

iv. 'Goods' means any goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them), including goods required to be delivered in performance of the Services and goods returned to the Seller for repair or replacement in accordance with the Contract, as further described in the Specification, if any.

v. 'Intellectual Property Rights' means any and all tangible and intangible: (i) patents, designs, algorithms, and other industrial property rights, and all improvements thereto; (ii) copyrights and other rights associated with works of authorship throughout the world, (iii) trademark, Brand name and trade name rights and similar rights; (iv) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (v) all registrations, applications, renewals, extensions, continuations, thereof now or hereafter in force.

vi. 'Purchase Order' means the Buyer's written (which, for the purposes of this definition, also includes electronic communications) instruction to the Seller to supply the Goods and/or Services and these Purchase Terms and conditions, any Specification, any drawings and any attachments/annexures with Purchase Order shall be deemed as integral part of the Purchase Order.

vii. 'Seller' means the person or firm or business enterprise or company or body corporate identified on the Purchase Order as the supplier or seller of Goods and/or Services.

viii. 'Services' means any services agreed in the Contract to be bought by the Buyer from the Seller and as set out in the Specification/Purchase Order or to be rendered in connection with the delivery of the Goods to be delivered.

ix. 'Specification' means any and all drawings, documents, standards, and technical details or scope attached to the Purchase Order.

2. OFFER AND ACCEPTANCE:

a) The terms and conditions of the Contract shall govern Purchase of goods and/or Services by Buyer from Seller.

b) Each Purchase Order which the Buyer sends to the Seller shall be deemed to be an offer by the Buyer to buy Goods and/or Services subject to these Purchase Term and Conditions. Seller's electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance shall constitutes Seller's acceptance of the Contract.

c) Acceptance of Purchase Order deemed that the Seller has read and understood these Purchase Terms and Conditions, Purchase Order along with Specifications including requirement for acceptance for goods and/or services as applicable in accordance with Contract.

d) No additional or different terms & conditions governing sell of Goods by Seller to the Buyer offered by Seller shall be or become part of Contract unless made in writing and signed by Buyer's authorized representative.

e) Sellers terms and conditions whether along with Invoice or not shall not govern Sell of Goods by Seller.

f) Any reference to Seller's quotation shall be for informational purposes only and shall not be construed as acceptance of Seller's terms and conditions.

g) Nothing in Contract shall be construed to require Buyer to purchase from Seller any minimum quantity or volume of goods or Services.

h) This is not an exclusive relationship, and Seller acknowledges that Buyer has right to purchase same or similar Goods and/or services from other persons/parties.

i) No modification, alteration, or amendment of the Purchase Order shall be binding on the Seller unless it is specifically modified, altered, or amended in writing and the Buyer's authorized representative signs it.

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3. PRICING:

The price of the Goods and/or the Services shall be stated in the Purchase Order (Purchase Order Value). Such prices are exclusive of any applicable Tax, but include any and all charges imposed or incurred by Seller. Except for those specifically described herein, no additional costs, fees, and/or charges will be considered without Buyer's prior written approval.

4. INVOICING AND PAYMENT:

If Seller's Invoice is not disputed by Buyer and subject to receipt of proper invoice along with Goods delivered/services completed, Buyer will pay the amount of said Invoice as per agreed payment terms mentioned in this Purchase Order, after acceptance of Goods/services. Seller shall comply with necessary formalities of Sales Tax Act, Central Excise Act, Service Tax and such other applicable Acts before raising the invoice.

A packing slip bearing a complete record of the shipment including the number of Buyer's Purchase Order to which it applies is required with each shipment. Each invoice must mention quantity, prices, number of packages and serial numbers thereof and the number of Buyer's Purchase Order to which it applies

5. DRAWINGS AND DESIGNS:

a) Drawings, Designs, Specifications, Process Sheets, Inspection Standards, Samples etc. (collectively 'Drawings') as may be provided by the Buyer shall always be exclusive property of the Buyer. Under no circumstances, the same shall be copied in any form without prior written permission of the Buyer and shall be returned intact in all copies, if any, made out to the Buyer on demand. Drawings shall be used for the sole discretion of providing the goods/ material or services as ordered;

b) The contents of Drawings, in part or in full shall never be divulged to anybody and shall not be used for supplying goods, materials or services to any other person/firms/company/corporation/establishment;

c) The Drawings provided by the Buyer is "Confidential Information" of which the Buyer is exclusive owner. Therefore, the Seller or his employees/ agents/ servants shall not disclose the said Confidential Information to any other person without the prior written permission of the Buyer. The employees/ consultants of the Seller may give the information solely for the purpose of facilitating to manufacture/supply Goods/services to the Buyer with the suitable undertaking from them that they shall not disclose such Confidential Information to any other person;

d) The obligations of confidentiality as mentioned in clause 6(c) above, shall survive all terminations or expiry of Contract;

e) The Buyer shall ensure that Drawings are made available to the Seller well in advance, if requires.

6. BUYER ASSETS:

a) Machinery, equipment, tools, jigs, dies, patterns, drawings, specifications and samples furnished to Seller by Buyer on other than a charge basis, and any products or materials (including without limitation packaging and containers for such products) (collectively, the "Buyer Assets") supplied by Buyer to Seller in connection with Sale of Goods and/or services hereunder, shall be held by the Seller as upon bailment, and upon the completion of Contract shall be promptly returned to the Buyer or as and when required by the Buyer irrespective of non-completion of this order;

b) Seller shall carry out on his expense necessary maintenance of such Buyer Assets till the time same are returned to Buyer;

c) Seller, at its expense, shall take insurance of Buyer Assets for the reasonable value thereof against loss or damage of any kind. In the event Seller has not bought adequate insurance for Buyer's Assets in that case Seller will be solely responsible for any losses caused to Buyers Assets.

d) The Seller shall not create any charge, right, title or interest of whatsoever nature of any third party over the Buyer Assets. Similarly, the Seller shall not have any lien over the Buyer Assets at any time. The Buyer shall be exclusive owner of the Buyer's Asset at all the times;

e) The Goods manufactured by using Buyer Assets shall be supplied to the Buyer only and shall not be sold or otherwise disposed of to anybody other than the Buyer;

f) The Seller shall promptly inform the Buyer about any adverse manufacturing conditions relating to but not limited to labour, material, closure of plant, riot, transport etc. which may affect the supply of goods/services to the Buyer. However, this shall not absolve the Seller from his liability to supply the goods/services as per the Contract;

g) In the cases referred to in clause (f) above and or/in the event of strike, closure, lockout of the manufacturing unit/place of business of Seller, the

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Seller shall take immediate steps to safely remove all the Buyer Assets supplied by Buyer, from its manufacturing unit/place of business of Seller and return it in the good condition to the Buyer or send it to such other place as directed by the Buyer. In the event any order of the competent court is required to be obtained, the Seller shall fully cooperate and bear all the expenses for obtaining such order;

h) Any damage to the Buyer Assets shall be debited to the Seller and recovered from the outstanding amount payable to the Seller. If the balance payable to the Seller is not sufficient for the full recovery of the damages, the Seller shall pay the amount forthwith on demand to the Buyer. The decision of the Buyer determining the cost of damages shall be final and binding on the Seller;

i) Any repairs, modifications to the Buyer Assets, if required, shall be done by the Seller only after obtaining written consent from the Buyer and at the sole expense of Seller.

j) It shall be Seller's duty to provide a yearly confirmation of Buyers Assets, if any, lying with him.

7. SELLER'S TOOLING:

Unless otherwise agreed by Seller and Buyer, all machinery, equipment, tools, jigs, dies and patterns needed by Seller for the performance of its obligations under this Contract shall be procured by Seller at Seller's sole expense and shall be the property of Seller.

8. PACKING AND OTHER CHARGES:

Seller will not charge for boxing, packaging, or crating without Buyer's specific written approval. The Seller shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.

All materials shall be suitably packed or otherwise prepared for shipments to protect the same fully during transportation. All materials shall be forwarded in accordance with Buyer's instructions, or in the absence of such instructions, by the safest and most appropriate route and method of transportation. Any issue arising out of any non-compliance by the Seller with regard to Packaging and disclosure of information shall be solely Sellers responsibility and he shall keep the Buyer indemnified on this account at all times.

The Seller agrees that:

a) The Goods shall be securely packed to avoid any loss, damage, breakage etc. during transit;

b) In addition, rust proofing, oiling, protective packing etc. to individual components whenever necessary shall be provided by the Seller;

c) Packing shall meet the rules and regulations in force by the appropriate & Applicable Laws including but not limited to Legal Metrology Act and rules/regulations framed thereunder;

The goods shall be forwarded thru approved transporter/s. Seller agrees to ensure that such transporter/s shall follow all Applicable Laws. Seller if selects any other mode of transport to avoid any delays and to meet the delivery schedules must get approval from the Buyer for additional cost of transport. However, the payment of additional cost of transport shall not be made for any delay on the part of the Seller for any reason.

9. BUYER'S COUNT PREVAILS:

Buyer's count of Goods will be accepted as final and conclusive on all shipments.

10. INSPECTION, REJECTION AND REWORK; NO WAIVER:

a) Buyer shall have the right (but not obligation) to inspect all Goods/services prior to shipment. In any event, however, all Goods/services are subject to Buyer's inspection and approval on delivery/completion of services.

b) Such inspection, or waiver thereof or acceptance of any part or all of the Goods/services and payment hereunder shall not be deemed a waiver by Buyer of any right with respect to the accepted goods/services and shall not relieve Seller from full responsibility for furnishing Goods/performing services conforming to the requirements of this Contract, nor prejudice any claim, right or privilege Buyer may have because of defective or unsatisfactory goods, delays in delivery or otherwise. If Goods/Services are rejected by the Buyer then Seller need to re-supply Goods or re-perform Services without any cost. If Goods/Services are rejected, they will be held for disposal at Seller's risk. On intimation, the rejected Goods shall be forthwith removed from the premises of Buyer by the Seller at his own cost. If not removed within 14 working days, period from the date of intimation, the Goods shall lie at the risk and responsibility of the Seller.

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c) Reworking of the Goods/reforming of services, if permitted, shall be at the sole discretion of the Buyer and in such case all costs, expenses, charges incurred shall be debited to the Seller's account. The replaced/reworked goods or reformed services shall be treated as fresh supplies and inspected as such.

11. MANUFACTURING EXACT QUANTITY:

The goods manufactured as per Buyer's Drawings shall always be in exact quantity as per Purchase Order. The excess quantity manufactured, if any, shall be preserved for ultimate sales to the Buyer and under no circumstances shall be offered for sale or otherwise disposed of to anybody else. The unauthorised offer of the Goods shall amount to an offence under Trade Mark Act 1999 and liable for prosecution for infringement of trademark and or passing off action.

The Seller shall manufacture/prepare/assemble the product in conformance/compliance with applicable purchase order / contract, drawing, specification and requirements. The Seller is required to provide their certificate of conformance along with the Invoice.

12. DELIVERY:

- a) the Goods shall be delivered on "freight paid" basis at the time and at the place mentioned in Purchase Order or as communicated by the Buyer;
- b) Delivery schedules as mentioned in the Purchase Order or subsequently communicated shall be strictly followed. In the event of no compliance of the delivery schedule and at the option of the Buyer, the Contract shall be cancelled with instruction to stop delivery without prejudice to the other rights. The Goods/services already delivered and/or goods in transit shall also be rejected at the sole discretion of the Buyer. The Seller shall refund the payments made, if any, forthwith and pay liquidated damages;
- c) Seller is expected to deliver exact quantities ordered; excess quantity shall be rejected at the discretion of the Buyer. Short supplies, as declared by the Buyer shall be debited to the Seller account and recovered accordingly;
- d) Ahead of schedule deliveries shall be treated as not accordingly to Purchase Order and shall be rejected at the discretion of Buyer;
- e) Seller must submit the pre dispatch inspection report and material test certificate along with each delivery. The Buyer can reject the Goods if the pre dispatch inspection report and material test certificate are not sent along with Goods/services.
- f) Along with delivery Goods Seller shall always accompany invoice containing purchase order number and date of Buyer, if any, and Excise gate pass.
- g) On the packing of Goods, instructions for lifting or handling shall be affixed.
- h) Seller shall deliver the Goods on any working days i.e. Monday to Saturday within delivery schedule during working hours i.e. 09 Hours to 17 Hours; provided however that Seller shall intimate at least 24 hours before arrival of Goods to the factory of the Seller/delivery location that Goods are reaching to the factory of the Seller/delivery location.
- i) Seller shall ensure that each of the vehicles coming for delivery of Goods shall be driven by driver having valid driving license and such vehicle shall have & accompany valid Pollution under Control (PUC) certificate, valid insurance, registration certificate issued by application Regional Transport Office (RTO) and such other documents as may be required under applicable laws. Seller agrees that if such vehicles coming for delivery of Goods fails to accompany above mentioned documents or breaches aforesaid conditions then such vehicle shall not be allowed to be entered upon factory of the Buyer and/or delivery location or shall not be allowed to unload Goods and in such circumstances, Buyer shall not responsible for any damages, demurrages or loss to Seller but at the same time Seller shall be liable for liquidated damages and other loss or damages to Buyer if remedial action is taken by Seller after delivery date.
- j) In case of Goods containing any chemicals then Material Safety Data Sheet & Transport Emergency Card (TREM Card) to accompany each consignment/delivery of Goods.

13. WARRANTIES:

- a) Seller represents and warrants to Buyer that the Goods and/or services provided hereunder, together with anything else furnished by Seller, shall:
 - i. be free from defects in design, workmanship and materials;
 - ii. be as per Drawings;
 - iii. be suitable and fit for their intended purposes and conform to any warranty, description or sample provided to Buyer;

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- iv. shall meet the highest professional standard of diligence, care, timeliness, trust and skill in performing services;
- v. be produced/performed, labelled, and sold in compliance with all Applicable Laws.
- vi. not infringe or encroach upon any other party's personal, contractual or proprietary rights, including patents, trademarks, trade names, copyrights, rights of privacy, trade secrets and other intellectual property rights; and
- vii. conform to all of Buyer's specifications provided to Seller and to any data, drawings, representations, specifications and documentation Seller provided to Buyer.
- b) Seller further represents and warrants that:
- i. it has secured and will maintain all applicable licenses, permits and approvals of all types as required by any Applicable Laws to perform its obligations under this Contract and agrees to inform Buyer in case of any modification/change in such licenses, permits and approvals;
- ii. the Contract (including these terms and conditions) constitutes a legal, valid and binding obligation enforceable against Seller in accordance with its terms;
- iii. Seller has the requisite capacity and authority to enter into this Contract;
- iv. no consent of any other person or entity is necessary for Seller to enter into and fully perform this Contract; and
- v. all information, invoices and documents provided to Buyer by Seller are and will be true, complete and accurate.
- c) The foregoing warranties are in addition to all warranties, express or implied, to which Buyer may be entitled under Applicable Law.
- d) All warranties shall survive delivery of the Goods and/or services and extends to 24 months for defects/deficiencies from the date of acceptance of the relevant Goods or Services or where the Seller has repaired or replaced Goods or provided substitute Services pursuant to condition, 24 months after the date of acceptance of such repaired or replacement Goods or substitute Services. Any warranty claim accepted by the Buyer for the manufacturing defects in the Goods supplied by Seller shall be accepted by Seller's behalf and debited to Seller's account. Buyer's decision in this regard shall be final and binding on the Seller.

14. REMEDIES FOR FAILURE TO PERFORM IN TIME/IN QUALITY

- a) Liquidated Damages: Seller acknowledges that in the event Seller fails to timely perform under this Agreement, Buyer will suffer substantial damages, costs and expenses by reason of such failure of performance and in that case Buyer reserves the right to levy liquidated damages equal to 2% of the contract price for every week or part thereof during the period of delay, subject to maximum amount of 5% of the Purchase Order Value.
- b) In addition to all rights available to Buyer under these terms and conditions or under any laws, if Seller fails to fulfil any of its obligations in timely and/or in quality manner under Contract, Buyer may itself undertake or employ a third party to undertake necessary remedial works at the risk, cost and expense of the Seller.
- c) If Seller breaches any terms and conditions of this Contract, Buyer shall have, in addition to any remedies set forth herein, remedies as are provided by law, and without limiting the generality of the foregoing, shall have the right to recover incidental, direct, special and consequential damages as provided by law. Seller agrees to indemnify and keep indemnified Buyer (including its Directors/officers) against all losses, damages, loss of profit, consequential losses, costs or expenses incurred or suffered by the Buyer due to or in connection with Seller's breach of any provisions of Contract.
- d) All remedies set forth in the Contract shall be cumulative and in addition to and not in lieu of any other remedies available to the Buyer at law, in equity or otherwise, and may be enforced concurrently or from time to time.

15. CHANGES:

Buyer reserves the right to make changes in drawings, specifications and delivery schedules as to any goods and/or services covered by this Purchase Order/Contract. Any difference in price/escalation in price due to such changes shall be equitably adjusted and the Purchase Order and/or schedule shall be modified in writing and agreed by the Buyer.

16. CANCELLATION:

Buyer may cancel any undelivered goods or uncompleted services under this Contract at any time by written or electronic communication to Seller.

17. LABOR STANDARDS:

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Seller further warrants that the Goods specified herein shall be manufactured/produced in compliance with all applicable laws including requirements of the Factories Act 1948, as amended.

18. COMPLIANCE WITH THIS CONTRACT:

The Goods and/or services furnished hereunder and the time and manner of delivery thereof must comply precisely with the terms and provisions of this Contract. Any failure so to conform constitutes a substantial impairment of the value of the whole contract, and shall entitle Buyer, at its option, to cancel all or any part of this Contract and to return to Seller any goods, or any part thereof, previously delivered to Buyer, without right of Seller to cure such failure, and Seller shall pay all transportation and other related costs for the Delivery to Buyer and the return to Seller.

19. Spare part and after sale support:

After delivery of Goods to the Buyer, Seller agrees that Seller shall supply Goods, spare parts of the Goods and after sale service for the Goods for next 10 years. Both the Parties shall discuss, and negotiate in good faith and agree on terms and conditions of supply of Goods, spare parts of the Goods and providing of after sale service from case to case basis or for long term of contract.

20. Goods Improvement Program:

The Seller agrees to incorporate or carry out any improvement in the Goods either during the period of manufacturing or until commissioning of the equipment on which Goods are fitted and such improvement shall be incorporated or carry out in this supply, free of cost.

21. INDEMNITY:

Seller agrees to indemnify, defend and hold harmless Buyer, (including its directors, officers, employees, shareholders, agents, subsidiaries, affiliates, representatives, distributors, sales representatives and customers) for, from and against any and all threatened or actual claims, losses, liabilities, damages, costs or expenses (including attorneys' fees, expert witness fees, litigation expenses, and court or other costs incurred in any proceeding) of any nature whatsoever, arising out of, related to or based on: (i) the goods and/or services purchased hereunder, including their Manufacturing, packaging, labelling or use; (ii) the breach of any provision of this Contract by Seller; (iii) any claim or threatened claim for personal injury, death or property damage or loss of any nature whatsoever arising from or related to any good or service purchased hereunder; (iv) any claim that any of the goods and/or services infringes on any patent, trademark, copyright, or other intellectual property right of any nature belonging to any third party; or (v) any violation by Seller of any Applicable Laws.

22. LABOUR LAW COMPLIANCES:

a) The seller shall be solely responsible for all matters relating to employment or engagement of his employees including compliances under Applicable Laws.

b) Seller shall not employ any worker/manpower below age of 18 years.

c) In dealing with labour and employees, the Seller shall comply fully with all laws and statutory regulations including but not limited to the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, Workman's Compensation Act, 1923, The Contract Labour (Regulations and Abolition's) Act, 1970, Employer's Liability Act, 1938, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Equal Remuneration Act, 1976, Payment of Gratuity Act, 1972, Apprentices Act, 1965, Mines Act, 1952, and other laws or regulations framed by competent legislative authorities from time to time, as may be applicable;

d) If any moneys shall, as a result of any instructions, directions or decisions from the Authorities or claim or application made under any of the labour laws or regulations, be directed to be paid by the Buyer, such moneys shall be deemed to be moneys payable to Buyer by Seller and on failure of the Seller to repay the Buyer any moneys paid or to be paid by it as aforesaid within seven days after the same shall have been demanded, without prejudice to other remedies available under these terms & conditions and/or laws, Buyer shall be entitled to recover the amount from any moneys due or accruing to Seller under this or any other Contract between Seller and Buyer.

23. INSURANCE:

a) When the statement "insurance is to be furnished" on the face of this Purchase Order or where the goods are supplied on FOR/CIF basis, Seller agrees to provide insurance coverage insuring Buyer and Seller in the amount of the greater of the amount, if any, listed on the face of this Purchase

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PURCHASE ORDER

Order of Rs. 10,00,000/-, single limit coverage, which insurance must specifically cover the liability assumed by Seller under the provisions of this paragraph;

b) However, it shall be obligatory for the Seller to obtain at his own cost stipulated insurance cover for Liability under the Employee's Compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970 and for Accidents to staff, Engineers, Supervisors and others who are not governed by Employee's Compensation Act;

c) All such insurance shall be carried in insurance companies satisfactory to Buyer and each policy shall carry an endorsement by the insurance company that such policy shall not be cancelled without ten days' notice by the insurance company to Buyer;

d) Seller shall, prior to any performance or delivery hereunder, furnish to Buyer certifications of insurance evidencing that the insurance herein required to be carried by Seller, including endorsements herein required, is in full force and effect.

24. RISK OF LOSS:

Unless otherwise specified in the Purchase Order, the goods shall be delivered to Buyer's destination(s) specified in the Purchase Order, and title to and risk of loss for injury to or loss of the goods shall pass to Buyer upon receipt of the Goods by Buyer and upon Buyer's Gate Receipt Report, inspection and acceptance of such items at Buyer's receiving facility and on issue of acceptance report by Buyer.

25. INTELLECTUAL PROPERTY:

a) Buyer is the sole and exclusive owner of all Goods/Services and Seller hereby irrevocably assigns and transfers to buyer all of its Intellectual Property Right in the Goods/Services, including all associated Intellectual Property Rights.

b) Any intellectual Property Rights owned or licensed by Buyer and provided by Buyer to Seller for use by Seller in connection with the performance of its obligations hereunder shall remain the exclusive property of Buyer and its licensors, as the case may be.

c) Seller hereby grants to Buyer (and to the extent the Seller is not able to grant the licence itself, shall procure the grant of) a non-transferable, non-exclusive, royalty free licence (with the right to sub-license) of such Intellectual Property Rights to enable the Buyer to use and enjoy the Goods and/or the Services including without limitation to allow the Buyer freely to utilise the delivered Goods and enjoy the benefit of the Services, to allow the Goods to perform those functions which they are designed for and to repair the delivered Goods (or to have those Goods repaired) and manufacture (or have manufactured) spare parts and replacements. The Contract price includes the full licence fee.

d) Seller represents, declares and undertakes that the manufacture, delivery, use and/or repair of the Goods to be supplied and of each of the parts thereof and the application of the associated functions and the performance of the Services do not infringe any intellectual property rights held by third parties and the Seller shall defend, indemnify and hold harmless the Buyer against any loss without limitation arising out of claims, liabilities, and expenses (including loss of profits) resulting from any claim or action made by third parties against the Buyer alleging infringement.

26. INDEPENDENT CONTRACTOR:

The relationship of Seller to Buyer is solely that of an independent contractor. Seller is solely responsible for payment of its employees' worker's wages, compensation and employment related taxes/contributions.

27. TERMINATION:

a) Buyer shall have the right to terminate this Contract immediately:

i. upon the filing of any petition, consent or application under any Central or state bankruptcy law or any other law in which Seller is alleged to be insolvent or unable to pay its debts as they become due, or of an assignment for the benefit of creditors;

ii. upon Seller's failure to perform any obligation relating to maintaining required permits or licenses for the production or delivery of the goods or performance of the services, or breach of any of its obligations under this Contract; or

iii. upon the occurrence of any event which results in the termination of Buyer's agreement with its customer with respect to which Seller is providing the goods or services (if applicable).

iv. Upon any Change in Control of the Seller. Change of Control means any transaction or arrangement resulting in (a) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the shares having the right to vote, or (b) in the case of non-corporate entities,

Remarks:

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2] Please note the terms and condition of purchase printed overleaf and strictly adhere to the same.

Registered Office.Premium House,Mumbai-Pune Road,Chinchawad,Pune-411019,India

Tel:(91-20)66314100,Fax(91-20)27450287,CIN:U01119PN1983PLC133199

Website: www.premiumtransmission.com,E-mail:info@premiumtransmission.com

Premium Transmission Pvt. Ltd.

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Pune - 411019 INDIA

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direct or indirect ownership of at least fifty percent (50%); getting changed.

b) Buyer shall have further right to terminate the Contract for any other reason upon Seven (7) days advance notice, and Buyer shall pay Seller only for goods and/or services completely delivered/provided prior to the termination date, subject to Buyer's right to offset for any breach of this Contract, and shall have no liability for any further charges from Seller;

28. GST and way bill

a) Seller shall pay goods and services tax and make necessary reporting in returns mentioning our GSTIN as defined under Goods and Services Tax Act, 2017 and rules made there under (as amended from time to time).

b) The Seller shall follow formalities as specified under Goods and Services Tax Act, 2017 and rules made there under (as amended from time to time) and shall ensure that goods are accompanied by tax invoice issues as per Rule 46 of the CSGT Rules, 2017 along with E-waybill generated as per Rule 138 of the CGST Act, 2017. If the tax invoice and valid e-waybill is not received along with the supplies, the consignment will not be accepted.

c) All eligible GST Input Credit charged by the supplier in their invoice shall be made available for Input credit to buyer as per applicable clauses under Goods and Services Tax Act, 2017, if there occurs any loss of credit due to non-compliances by supplier or for whatsoever other reasons may be, either directly or indirectly, all such losses so incurred shall be recovered from the supplier.

29. SAFETY AND ENVIRONMENT:

a) Seller agrees that:

i. all Goods shall be packed with such material which shall not cause any adverse impact on environment. Plastic bags below 20 micron thickness should not be used for packing. As far as possible recyclable material such as paper be used for packing;

ii. While manufacturing goods or performing services under this Contract, Seller agrees NOT to use any material/parts/chemical which are dangerous/hazardous to environment and/or human body.

iii. Seller shall, at his own expense, arrange for the safety provisions as required by any Law for time being in force, in respect of labour employed directly or indirectly for performance of this Contract, and shall provide all facilities in connection therewith. Safety precautions shall be as warranted by the particular type of work or those directed by Buyer.

b) Should Seller fail to make above provisions related to safety, the Buyer may provide necessary arrangements, the cost of which shall be recoverable from the Seller.

c) Also, mere observance of these precautions shall not absolve Seller of his liability in case of loss or damage to property, or injury to or death of any person, including Seller's labour, Buyer's officers, agents or servants or any member of the public.

30. Set off:

Buyer shall have right at all times set-off any amount owing from Buyer to Seller against any amount payable in connection with this order by Buyer.

31. FORCE MAJEURE:

The Buyer shall be under no liability or responsibility for failure to accept deliveries of the goods/services hereunder or any delays in the acceptance of deliveries when such failure or delay is due to any act of God, fire, earthquake, flood, strikes, lockout, labour trouble, terrorist activities, transportation embargoes, government decrees, imminence or incidence of or the existence of any state of emergency or war (whether India is a belligerent or not) imposition of sanctions and or the taking by any government of any measures whatsoever which renders impossible or impracticable or unsafe for the Buyer to fulfil its obligates or any other cause or circumstances of whatsoever nature beyond the control of the Buyer.

32. CONTRARY CONDITIONS:

Any conditions appearing in the invoice of Seller contrary to those embodied in the agreement shall be void ab initio and shall not be invoked at any time under any circumstances by the Seller

33. JURISDICTION:

All disputes arising in respect of this Contract shall be decided by a competent court at Pune and shall be subject to the jurisdiction of Pune, Maharashtra, India Court only.

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34. OWNERSHIP OF BUYER:

All Goods/services/reports/data/information supplied under this Contract shall be the exclusive property of Buyer, and Buyer shall solely own any and all Intellectual Property Rights covering such Goods/services/reports/data/information supplied and all services shall be deemed to be work for hire carried out by Seller for Buyer.

35. NON-SOLICITATION:

Seller shall not hire, solicit, or cause to be solicited the employment of any employee of Buyer without the prior written consent of Buyer.

36. CODE OF CONDUCT:

Seller shall comply with code of conduct of the Buyer which is available on web site or which is furnished by Buyer. Further, the Seller shall disclose to the Buyer in writing, if any of his relatives is working/associated with the Buyer as Director, employee, shareholder, trustee, consultant, retainer etc.

37. SUBCONTRACT, ASSIGNMENT:

Seller shall not, without the prior written consent of Buyer, make any contract with any other legal entity for furnishing any of the completed or substantially completed Goods and/or Services covered by this order or assign this order or any right hereunder

38. MISCELLANEOUS:

- (a) This Contract is not assignable or transferable by Seller without the prior written consent of Buyer.
- (b) This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.
- (c) If any provision of this Contract is held to be invalid or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- (d) This Contract constitutes the complete and final written agreement between Buyer and Seller relating to the subject matter hereof and supersedes all other agreements and understandings between the parties relating hereto.
- (e) Time is of the essence in the performance of the services and/or delivery of the goods hereunder.
- (f) No amendment of the terms and conditions of this Contract shall be valid unless agreed to in writing by Buyer.
- (g) If a question of interpretation arises, this Contract shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favouring or disfavouring any party by virtue of authorship of any provision hereof.
- (h) The word "include" or "including" means include or including, without limitation.
- (i) All indices, titles, subject headings, Clause titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning, content or scope of this Contract.
- (j) All Schedules, Annexures, Supplements or any papers, documents attached and/or annexed to this Contract shall form an integral part of this Agreement.
- (k) Wherever context so permits and requires reference Words imparting singular shall include plural and vice versa and Words imparting any gender shall include all gender

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