

FIAT INDIA AUTOMOBILES PRIVATE LIMITED

Factory Address :Plot No.B-19,M.I.D.C.Industrial Area,Ranjangaon,Taluka:shirur,Dist:Pune-412210.
Regd Off :Plot No.B-19,M.I.D.C.Industrial Area,Ranjangaon,Taluka:shirur,Dist:Pune-412210.

Phone :+91-2138-232144.
Fax :+91-2138-672810.

PURCHASE ORDER

1 of 6

GSTIN No: 27AAACF1716D1Z6

Range: II Nagar Road Division VIII Commissionarate Pune III

41/A, ICE House, Near Wadia College, Pune 411 001 Email: info@fiapl.com

VENDOR CODE : 1002755

A ONE SALASAR PVT LTD

104, VASUDEO CHAMBERS,

MULUND LINK ROAD,

BHANDUP WEST

MUMBAI SUBURBAN

MUMBAI PIN : 400078

Maharashtra India.

Phone:9136022771 Fax:

GSTIN ID : 27AAOCA5506C1ZV

P.O.NO. : 4501007481

P.O.DT. : 20.11.2019

AMENDMENT NO.: 0

AMENDMENT DT.:

AGENCY : PurOrg for Services

BUYER : Services-Vehicle

P.O.CATEGORY : PO-services-Vehicle

Quotation/Date: /

Your Ref.: TELETALK/VK

Our Ref. : TELETALK/VK

Incoterms: 101- FOP - free on premises

PR Number : 0010509170

Requesting Cost Centre:

Project Number :

Network No/ Activity : /

Item No. : 10

Store Location : / Plant : 183

Item Category : Service

Material :

Net Pr/Unit : INR 240,000.00/1 AU

Matl. Description: E Auction Manpower Charges For Material

No. Act No. Short Text

Quantity

UOM

Gross Price

Currency

10 E Auction Manpower C

8.000

MON

30,000.00

INR

Short Text : E Auction Manpower Charges For Material

CGST / SGST / IGST : 9.00 % /

9.00 % /

0.00 %

CGST / SGST / IGST : 21600 / 21600 /

Taxes/Desc : G1/GST: SGST+CGST

CESS @ : 0.00 %

CESS AMOUNT :

P.O .Quantity : 1 AU

Gross Price : 283,200.00 INR/1 AU

Gross Value : 283,200.00 INR

Schedule line / Delivery date / Quantity :

1

30.04.2020

1

Manpower Charges for Lifting Management to M/s. A One Salasar Auctioneer as per agreement from 01-Aug-2019 To 31-March-2020.

PO for CAR Plant

SAC Code - 998399

PO TOTAL VALUE : INR 283,200.00

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2.THE PURCHASE ORDER NUMBER.VENDOR/SUPPLIER CODE NUMBER, ITEM CODE DESCRIPTION,AND ECC NUMBER MUST APPEAR ON ALL PACKING SLIPS,CHALLANS INVOICES BILL OF LADING,PACKAGES & EXCISE DOCUMENTS.
3.EXCISE DOCUMENTS WHEREVER APPLICABLE MUST ACCOMPANY THE SUPPLIES
4.ALL CORRESPONDENCE TO BE ADDRESSED TO OUR ADDRESS ABOVE, ATTN. PURCHASE DEPARTMENT ONLY

I/we agree to the terms & conditions contained herein or as attached herewith

Seal & signature

To be returned to Purchase Dept.

FIAT INDIA AUTOMOBILES PRIVATE LIMITED

For FIAT INDIA AUTOMOBILES PRIVATE LIMITED

(Authorised Signatory)

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P.O.NUMBER :4501007481

P.O.DATE : 20.11.2019

TERMS & CONDITIONS:

Payment Terms : P0PO-Payment Terms as per PO

Purchase Agreement Clause:

The "FIAPL Purchase Agreement" is part of this purchase order/scheduling agreement and all the clauses of the "FIAPL Purchase Agreement" are applicable to this purchase order /scheduling agreement.

Freight : Inclusive

Transit Insurance : Inclusive

Packing & Forwarding : Inclusive.

Delivery: As per Schedule given from user department.

Payment Terms : Payment within 30 days after comission of Service from the date of submission of correct bill.

The material to be delivered at:

FIAT INDIA AUTOMOBILES PVT LTD,
B-19,Ranjangaon MIDC Industrial Area,
Ranjangaon - 412 220,
Taluka - Shirur,
Dist. - Pune, MAHARASHTRA.

The supplier shall mention the FIAPL PO Number with PO item No. and respective FIAT PART Number on their Invoices and subsequent all the correspondence.

Also, the supplier shall mention the following Contact details on the INVOICES or Delivery Challans at the time of delivery.

Contact Persons at FIAPL:

User : Mr. Krishnan Iyer -7875404125.
Supply Chain Management-Car

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Buyer : Mr. Vaibhav J.Kulkarni -09545450803.
Purchase-Corporate

IMPORTANT NOTE:-

When you are sending the material through courier (including speed post) etc.;
Please ensure that the following details are mentioned on the parcel in BOLD LETTERS.

- 1.Name of Supplying Agency (Your Company Name)
- 2.Your Invoice no. & Date of invoice
- 3.Total Amount of Invoice
- 4.Our PO number

In absence of above details, our receiving gate will not accept the parcel from the courier person.

(a)The general terms conditions printed at the back side are integralpart of this Purchase Contract/Order

(b)Whenever Services are rendered deploying manpower in FIAPL , the supplier must fill and submit the undertaking in Rs.100/-stamp paper to HR Dept., in the prescribed format , before starting the work.

(d)Fiat India Automobiles Private Limited (#FIAPL#) has a Code of Conduct that lays down standards of relationships of employees of the Company with stakeholders including its consultants, suppliers and customers.The Code mandates ethical,fair and transparent dealings by FIAPL, its employees and other stakeholders with outsiders making fair and ethical business practices the backbone of FIAPL#s dealings with outsiders.Outsiders dealing with the Company ingeneral and its employees and stakeholders in particular are expected to and shall abide by highest standards of conduct and ethical behavior and be obliged to report all non-conformities.

In case of any suspected violations of FIAPL#s Code of Conduct or observed instances of general ethical compromise, the same should be immediately brought to the notice of the Chief Ethics Counselor on anil.joshi@fiapl.com and +91 98200 00818.

Copy of FIAPL#s Code of Conduct can be obtained from the Chief Ethics Counsellor or the Human Resources Department of the Company.

- 1.All Contractors/Suppliers/Service Providers should comply to the Safety rules/regulations while working in the plant or providing services to FIAPL.

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- 2.All Service Providers should be aware of the hazards associated with their work and ensure compliance of safety requirements.
- 3.All lifting tools, tackles like Wire rope, Hoists, Slings,D-Shackles Mobile Cranes, Mobile Pressure Vessels, Air receivers, hand tools welding & Gas Cutting tools etc. brought in by Service providers shall properly maintained and confirm to all the applicable legal requirements
- 4.All Contractors/ Service Providers to provide PPEs to their workman and should ensure they are used properly while working at FIAPL. All PPEs shall be provided in good working condition and confirm to IS or other applicable standards
- 5.All Contractors/Service providers to follow Work Permit System (WPS) for Non Routine/high risk Activities under strict supervision.
- 6.All regular Contractors/Service Providers to submit the Monthly EHS Performance report to EHS/Contract Management.
- 7.Any chemical supplied to FIAPL should have standard packaging,labeling and shall be substantiated with the latest Material Safety Data Sheet (MSDS).
- 8.Vehicles entering FIAPL premises to comply with all applicable CMVR (Central Motor Vehicles) Rules
- 9.Incase of service PO,the supplier should ensure that the persons deployed at FIAPL are more than 18 years of age.
- 10.Safety Induction Training should be imparted to the workmen.
- 11.Service providers to comply with all the EHS requirements of FIAPL as as applicable.

Assignment Clause-

Fiat India Automobiles Private Limited may upon written notice to the Vendor but without its consent, assign this agreement to its Affiliate(s). The agreement , upon such notice to the Vendor will become effective immediately. The Affiliate(s) will thereafter be liable solely for the performance of the obligations hereunder.

The Vendor shall not be entitled to assign the Purchase Order in favour of any other person(s) without the express prior written consent of Fiat India Automobiles Private Limited. It is recognized and accepted by the Vendor that any action or activity of assignment by the Vendor will either directly or indirectly, benefit the Purchaser.


For the purpose hereof, "Affiliate(s)" shall mean in relation to any particular company, any other company directly or indirectly controlling,controlled by, or under common control with, the Purchaser.

For the purpose hereof, the term "control" (including the term "controlled by" and "under the common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any company, whether through the ownership of voting securities or by contract or otherwise.

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GST Clause

The Supplier/Service Provider agrees to comply with all applicable Indian GST laws, including the GST Act, Rules, regulations, procedures, circulars & instructions issued there under from time to time and ensure that such compliances are done within the time prescribed under such laws.

The Supplier/Service Provider should also ensure that all transaction details, as required by GST laws are timely and accurately uploaded in GSTIN.

In case of a mismatch (if any) between the details uploaded in GSTN by the Supplier/Service Provider and the details available with the Recipient, payments to Supplier/Service Provider of the invoices(s)/ Documents of mismatched GST shall be withheld till such time the Recipient the accuracy of the tax amount is ascertained and reflected in the GSTIN so as to offer availability of the credit to the Recipient under GST laws.

If credit of GST taken by the Recipient is required to be reversed for reasons attributable to the Supplier/Service Provider,

the said amounts along with applicable interest shall be paid by the Supplier/Service Provider to the Recipient forthwith not withstanding the authority to the Recipient to adjust such amounts from other amounts due to the Supplier /Service Provider.

In this regard, the Supplier/Service Provider shall indemnify and hold FIAPL harmless from and against any loss of

Input Tax Credit and/or interest and penalty arising out of a default or negligence on the part of the Supplier/Service Provider.

EWAY BILL:

The Supplier / Service Provider shall comply with all applicable E-way Bill Rules (EWB) including the regulations, procedures, circulars and instructions issue thereunder from time to time within the time prescribed thereunder and upload and / or generate the transaction details timely and accurately in the EWB system Server failing which FIAPL will be at liberty to recover all expenses including interest and /or penalty including its adjustments from any and all sums due from the Supplier / Service Provider.

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STANDARD CONDITIONS OF PURCHASE

1. The General terms hereon are applicable to each and every order unless otherwise specified by special condition on the order.
2. It is understood that all conditions specified hereon are deemed to have been accepted by the supplier even if the latter's signature does not appear on the purchase order, since any such terms are to be considered as an essential part of the order itself. Any clause entered by the supplier in the invoices notes correspondence or in other documents in any way contrasting with or additional to the general or special terms and/or condition appearing on the order is to be considered as not binding on the buyer unless as official amendment issued by the buyer.
3. The confirmation of this order shall constitute the contract and shall be given in writing seven days on receipt of this order, failing which acceptance will be assumed to have been given by the supplier.
4. The goods shall always be accompanied by the delivery challan or bill of loading in triplicate copies which shall contain the following information name of supplier, number of the buyer's purchase order, date of shipment, warehouse number if any, the quantity carried in each package and other indications and further more, the serial number, part number and accurate description of the goods being delivered.
5. Invoice to be prepared in triplicate & shall cover material of a single order and all the bills which have the same date. They shall bear.
 - (a) The number of the delivery challan or bills of loading.
 - (b) A list of the materials listed in the same order as they appear on the Delivery Challan or bill of loading. delivery Challan or bill of loading shall cover only the material of single order
6. The delivery of goods should be made at the Buyer's factory/stores at Ranjangaon free of charge unless otherwise specified. Any delivery of goods not in compliance with the foregoing conditions may be rejected by our stores without any notice, written or otherwise, it is always understood that goods are delivered at our stores (quantity or weight accepted upon arrival at our stores) also when transportation charges are on our account.
 - (a) All risks involved in transportation of goods, become our liability only after receipt of the goods by us or our representative, at our premises.
 - (b) Any receipt issued by other organization will not be honored. Invoices covering goods not ordered or in any way irregularly delivered, will be rejected.
7. The delivered terms appearing in this order are intended to be final and essential. Should the supplier fail to observe these terms, buyer reserves the right to take action as follows, at its option.
 - (a) To validate the order and tax the supplier with a penalty equivalent 5% of the total cost of the material not delivered for each month of delay through reserving the right for reimbursement of greater sums of damages, if necessary.
 - (b) To cancel the order wholly in which case the Buyer will simply notify the supplier since the buyer is freed from any obligation implied by the order.
 - (c) To procure elsewhere, or at any time the materials of the supplier's under the supplier's risk and liability, retaining in all cases the right to full reimbursement of damages.
8. Buyer shall not be responsible for goods delivered for quantities exceeding those covered by the order, even though such goods have already been stored in its stores.
9. The Buyer shall not be responsible for payment where proof of delivery cannot be given satisfactorily by the supplier.
10. The supplier shall vouch to the Buyer while effecting delivery of goods on order that the said goods have been pre-inspected at his premises to ensure that the same conforms to the standards as called for in our drawings.
11. The inspection of goods for condition and quality is the exclusive task of the Buyer's inspection Department which, in case of any dispute, has the authority to deal with the supplier and take necessary steps. All the goods accepted are subject to final approval of the Buyer's inspection department regarding quality and specification and the Buyer's decision in the matter will be final.
12. All the goods shall conform to specifications, descriptions and sample herein provided and shall be of goods materials, workmanship and merchantable and adopted for the purpose intended and free from defects & that their sales or uses does not infringe patents, registered design, brand or trademark or name.
13. With the order, the supplier shall give the Buyer full assurance that the materials he will supply have not been and will not be produced in infringement of any patent or license whichever, furthermore he shall give the Buyer full permission and freedom to use and sell the said products both in India and abroad.
14. Since it is understood that the sale must be made under statement of the vendor that the goods supplied are free from defects of any and whatever kind, Buyer may notify said faults even if apparent at whatever time, also after receipt of the goods even if the latter has been already entered into the working cycle or applied to the company's products and even if the invoice covering the supply have already been paid.
15. The order terminates with the delivery of the ordered materials to our factory stores and after approval has been related by the Buyer inspection Department.
 - (a) In case where the Buyer's inspection Department finds defects, rejections, the Buyer has the option either of requesting the substitution of said rejected materials at the same contractual terms of refusing them, reserving the right to secure indemnity for the suffered damages. The supplier shall also arrange to remove the rejected goods from the buyer's factory within a week of the buyer's rejection report in the case of the local supplier and within, reasonable time in the case of foreign supplier and thereafter the Buyer takes no responsibility for the safe custody of the goods so rejected.
 - (b) The Buyer will have option of rejecting the whole lot even when this must be supplied in successive fraction and of considering the order as cancelled, with option of retaining the materials delivered before cancellation and found conforming with the order reserving the right to get indemnity for damages. The Buyer will also have right to purchase elsewhere the materials at the supplier's risk and liability retaining the right to full reimbursement of damage.
16. The ascertainment of non-fulfillment on the part of the supplier gives the Buyer the right to withhold payment fallen due to supplier even if not related to the order; as a warranty against any consequence arising from non fulfillment on the part of supplier.
17. Drawing and patterns are the property of the Buyer and cannot be used by the supplier or sent to other parties or be used by any of them. The production of parts from Buyer's drawings, patterns of sample shall be restricted to the quantity to be delivered to the Buyer and the supplier shall bind himself to destroy the eventual rejection.
 - (a) The supplier shall acknowledge as illegal the production and trade of material manufactured from Buyer's drawings pattern or sample, in excess of the quantity to be delivered to the Buyer. The supplier shall bind himself to destroy the eventual rejection.
 - (b) The supplier shall acknowledge as illegal the production and trade of material manufactured from buyer's drawing pattern or sample, in excess of the quantities stated in the supply contract, both for use in automotive field manufactured and for supplies and accessories, even if the sold materials are manufactured or traded Spares and whether the name, trade marks or identification symbol of the buyer are quoted or not.
18. The supplier binds himself not to make, for his own interest or for third parties interest, and advertising having reference to suppliers made to the Buyer. On the specific request of the supplier the Buyer may at its sole discretion, given form time special authorization in this regards and the suppliers will find him self to at by advertising form and term & conditions as prescribed by the Buyer.
19. The order is non-transferable and it is expressly agreed that the credit from the supply cannot be objected transferred or delegated in whatever from.
20. The Buyer is not responsible for any order placed by unauthorized person.
21. The goods covered by this order shall be subject to supplier's warranty as under : -WARRANTY FOR PARTS:- "Items supplied against this order will be covered by your warranty for a period of Twenty Four months from the date of first sale of such vehicle on which the part/parts is/are fitted or from the date of purchase of the item/items by the first actual user. You will stand guarantee for the continued service ability of the item/items during the periods and in the event of it/they becoming unserviceable or/during the period, you will either replace such part/ parts free of cost or use credit note covering the value thereof". You will have to reimburse to us labour charges of refitting incurred by Dealers on items supplied by you and which have failed during the warranty period..
22. You will agree to keep with you always one month's stock of material ordered by this purchase order.
23. In any case, the above mentioned conditions are sub-ordinated to the purchase conditions mentioned in FIAT norm No. 9.01100.
24. The Courts at Mumbai shall have exclusive jurisdiction in respect of all disputes arising under or out of this order/agreement.
25. Suppliers and associates are expected to respect Human Rights in all areas of operation.
26. The Vendor/s providing services for FIAPL shall implement Information Security Best Practices to secure and protect confidentiality, integrity and privacy of FIAPL data. The Vendor expressly consents to FIAPL's right to audit the Vendor's systems for security practices in place to identify and highlight vulnerabilities, if any, that the Vendor agrees to promptly address.