

Arvind Limited

Naroda Road,  
Ahmedabad 380025 Gujarat, India

Service Order

<b>Vendor No : 1048144</b> A ONE SALASAR PRIVATE LIMITED	<b>PO No</b> : <b>PO Date</b> : <b>Revision No.</b> :	<b>4700056080</b> <b>09.05.2024</b>					
701, OPAL SQUARE IT PARK, PADWAL NAGAR, THANE WEST,, MUMBAI. MUMBAI-400604, Maharashtra, India Tel:7208088453 Fax: E-mail:aakansha.gupta@salasarauction. Contact Person: PAN No: AAOCA5506C	<b>Project/Job No :</b> Revision Date Quotation No & Date. Buyer Name Buyer Email Id Buyer Contact No	Tarun Koshti tarun.koshti@arvind.in					
<b>BILLING ADDRESS</b> ARVIND LIMITED (WOVENS DIVISION) SANTEJ,P.O KHATRAJ,TAL: KALOL, Gandhinagar-382721 Gujarat India GST Reg No :24AABCA2398D1Z0	<b>DELIVERY ADDRESS</b> ARVIND LIMITED (WOVENS DIVISION) SANTEJ,P.O KHATRAJ,TAL: KALOL, Gandhinagar-382721 Gujarat India						
We are pleased to confirm here by our purchase order favoring your company, for the following items as per the terms / condition mentioned as below / overleaf. Please find the details in order and execute supplies as per requested schedule.							
SNo	Item Code / Description	Quantity	UoM	Unit Price	Disc(%)	Net Amount (INR)	Delivery Date
10	CONSULTANCY SERVICE CHARGE	1	AU	900,000.00		900,000.00	31.03.2025
	3000925, IT CONSULTING AND SUPPORT CHARGES	300	NOS	3,000.00		900,000.00	
	PR Creator: Shailendra Bhanavali SAC Code:- 998717				IGST	18.00 %	162,000.00
		<b>SUMMARY</b>					
			Net Value			900,000.00	
			IGST			162,000.00	
			Gross Value			1,062,000.00	
Amount in Words :-		TEN LAKH SIXTY TWO THOUSAND RUPEES					
Payment Terms :		Payable immediately Due net		Delivery Terms :		FOR santej	
Prepared By :		Verified By :		Authorized By:			
Purchaser - Tarun Koshti		Manager - Procurement					

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### TERMS & CONDITIONS OF PURCHASE

To which the supplier agrees by accepting this Purchase order The acronym "AL" wherever it occurs shall mean "Arvind Limited" the Purchase Company that has awarded this purchase order ("PO"), unless otherwise stated. The term "Vendor" shall mean the entity to which this PO is awarded.

In case of a regular supply, or more than 1 purchase orders, these terms and conditions shall be a binding on the Vendor and shall prevail and remain in subsistence for all the Purchase Orders, unless altered in writing or terminated.

1. Compliance - All goods/materials/services shall strictly comply with (I) the technical specifications, descriptions, grades etc. mentioned in the order and (ii) sample, if any shown and (iii) patterns or drawings, if submitted iv) All social compliance applicable to Arvind Limited shall be applicable to Vendor also.
2. Inspection - All goods/materials/services shall be Subject to Also inspections and quality test procedures, AL is entitled to reject the defective or non-complying goods/materials/services.
3. Uniformity in supplies - In the event of inspection and/or quality testing produces if any carried on random sample selection basis by AL, the responsibility of uniformity in quality and standard throughout entire supply under the purchase Order shall be on vendor. During any stage of utility and consumption by AL or by any of the converter/job-worker/consumer of AL, goods/materials/services found to be non-uniform in quality and standard as per testing norms of AL if any, the vendor shall be responsible for all types of loss that may arise on account of the same and shall also refund the payment if any made, for such goods or materials, to AL within 15 days of its demand. 1. If the payment is not made within the time as stated herein, the Vendor undertakes to pay the same with 12% interest per annum compounded annually till the actual payment is made.
4. Delivery - Time and Place of delivery shall be an essence of the purchase order and delivery should be effected with in prescribed time limit and the prescribed place as per PO. The delivery shall be considered to be effective or goods shall be considered to be delivered only if the both the conditions are fulfilled ie. (i) acceptance of delivery is signed by the concerned representative of AL (ii) and the goods are physically delivered, till this both the conditions are fulfilled all the risks and responsibility of the goods shall remain of the Vendor, the Vendor undertakes to insure the goods at its own costs till this both the conditions are fulfilled. Breach of this condition shall entitle AL to reject the materials/ goods, and cancel the order wholly or in part thereof, and/or to claim damages resulting from such breach of conditions. In case where an advance payment was made by AL, the same shall be refunded within 15 days of such cancellation either wholly or in part (on pro-rata to the extent of cancellation if in part). If the payment is not made within the time as stated herein, the Vendor undertakes to pay the same with 12% interest per annum compounded annually till the actual payment is made.
5. Transport - It shall be the vendor's responsibility to deliver the goods in sound condition through competent carriers with all precautions and equipment that may be required for safe delivery. Delivery of goods/material/services should be made at AL premises or any other venue instructed by AL. The vendor shall also take all due precautions to ensure that injury or damage is not caused to any employee, plant, machinery and property of AL during such delivery.
6. Excess Delivery - AL assumes no obligation in relation to any goods / materials delivered in excess quantity to those specifically ordered in the PO. AL shall inform the Vendor of such excess delivery which shall be taken back by the Vendor forthwith at own cost and risk of the Vendor.
7. Delivery Timing- The goods/materials shall be delivered at AL s premises or other locations specified by AL in the PO. AL shall accept delivery only during the stipulated working hours. Normally delivery of goods/materials will be received between 10.00 a.m. and 4.00 p.m. only. In exceptional cases, the Vendor may obtain prior written permission from AL, if goods/materials are required to be accepted beyond these hours.
8. Rejection of Goods/Materials- AL shall be entitled to reject goods /materials if they are found to be in non-conformity and non-uniformity as per PO by AL or due to any quality/performance issues etc., in such event AL shall entitle to intimate the Vendor and subsequent to intimation the Vendor shall take back such rejected good/material forthwith. The Vendor shall at the discretion of AL be given an opportunity to either replace the rejected Goods/Materials by giving time for delivery as AL may deem it fit or else AL may ask for refund of the amount already paid as advance if any towards the PO which shall be unconditionally paid by the Vendor within 15 days from such intimation irrespective of the actual receipt collection of the rejected goods. If the payment is not made within the time as stated herein, the Vendor undertakes to pay the same with 12% interest per annum compounded annually till the actual payment is made. Any such rejected material that is not taken back by Vendor within 7 days of date of intimation of rejection will lie at AL's premises or other locations at the risk/responsibility of the Vendor. The additional cost to be incurred by AL on account of storage charges/administrative expenses may be debited to the Vendor/will be recovered from the Vendor.

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9. Title - The goods/material/services shall be of the agreed quality, quantity, having precise workmanship, use fullness for the purpose for which they have been intended, free from any defects and the Vendor shall ensure that the sale/use of such goods shall not infringe any patent, registered design, trade name or trademark. Vendor shall have valid title, free and clear of any and all lines and encumbrances to any or all goods/material/services purchased vide the PO. If there is any violation of the above covenant the Vendor shall be solely liable for the same and shall indemnify the AL against any consequences of breach of such covenant.
10. Insurance - Subject to point 4, wherever the goods/material/services are agreed to be insured by AL, written advice regarding either R/R or L/R Number with date of dispatch, number of packages and approximate value should be sent to AL, as soon as possible prior to dispatch, to enable AL to take insurance cover. In absence of these details being received by AL within the reasonable time, AL shall not be obligated to take insurance and the Vendor will therefore be liable for any damage/destruction.
11. Guarantee - Vendor hereby guarantees the quality, standard and performance of the goods or materials supplied by it, even after its utilization. In the event, if AL found such goods/material/services defective after its utilization or application, Vendor shall be liable for all claims and damages arising out of it, even though at any stage and at any premises, samples of such goods/material/services may have passed inspection and quality testing procedures. Notwithstanding anything contained in this Agreement or anything contained in any document between the Parties, if during the Guarantee/Warranty period the Goods/Materials do not work/function to the satisfaction of AL, the Vendor undertakes to replace the entire Goods/Materials/Machine as the case may be or else refund the amount paid if any in advance along with 12% interest per annum compounded annually calculated from the date of intimation of such non-performance/function till the actual payment is made.
12. Risk Purchase: If the vendor fails to supply goods/material/services within the delivery date mentioned in the PO or otherwise, then AL shall be entitled to terminate the PO and receive back the amount paid in advance if any from the Vendor within 15 days from the date of the delivery as per the PO. If the payment is not made within the time as stated herein, the Vendor undertakes to pay the same with 12% interest per annum compounded annually till the actual payment is made. AL at its own discretion may source the goods /material/ services from alternate supplier and the difference in cost, if any will be recovered from the vendor.
13. Cancellation - AL reserves the right to cancel unaccepted order wholly or in part thereof due to any business exigencies which may arise.
14. PO Form - AL will not be liable in respect of any purported orders not given or confirmed on its official printed forms, duly signed by an authorized representative of the Company.
15. Invoice - The Vendor shall forward a Commercial Invoice as asked by AL(in duplicate) duly mentioning it's Vendor Code No. and also purchase Order No. along with a photocopy of Delivery Challan duly accepted by AL. The Invoice shall be forwarded in due course to AL. And same will be considered by AL, after the acceptance of goods/material/services in compliance with inspection, quality testing procedures subject to clause No. 12 herein above.
16. Binding decision - AL's decision in respect of the quantity, quality and compliance of the goods/material with the PO shall be final bidding on the Vendor.
- 17 Jurisdiction - All disputes shall be subject to the jurisdiction of the competent court at Ahmedabad, Gujarat only.
18. Acknowledgment: The acceptance of every PO shall be communicated by the vendor to AL via email on the following Email ID : tarun.koshti@arvind.in
19. PO should mention the GSTIN number of the supplier. In case the PO is at a global level with separate scheduling agreements for specific supplies, GSTIN of supplier to be mentioned at scheduling stage.
20. Where applicable, supplier to provide GST compliant invoice containing all the particulars as per GST legislation and rules. Further, it could be stipulated that in the event that the supplier fails to provide the invoice in the form and manner prescribed under the GST Act, 2017 ARVIND shall not be liable to make any payment against such invoice.
21. Supplier to issue credit notes/debit notes in the prescribed format for various contingencies like sales returns, price change, etc. and also report these credit notes/debit notes appropriately in his GST Returns.
22. Advance paid, if any, will be inclusive of any GST levy.
23. GST amount will be paid to the supplier only once the said amount is reflected as credit in the GSTR-2A and the supplier has made payment of taxes to the Government Exchequer.
24. In case there is any loss of credit or additional liability and / or interest etc. arising due to non-compliance by the supplier, the same shall be reimbursed by the supplier to ARVIND.

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25. In the event that the input tax credit of the GST charged by supplier is denied by the tax authorities to ARVIND due to deficiency in documents/ compliance of the Vendor, ARVIND shall be entitled to recover such amount from the supplier by way of adjustment from subsequent payments. In addition to the amount of GST, ARVIND shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities on ARVIND.

26. The vendor shall also be liable to pay any taxes that are leviable on recoveries made by ARVIND from the vendor for GST related non-compliances.

27. Force Majeure:-Any delay or failure of either party to perform its obligations shall be excused if it is caused by an extraordinary event or occurrence beyond the control of the non performing party and without the nonperforming party's fault or negligence, such as acts of God, fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage. Written notice of such delay, including the anticipated duration of the delay, must be given by the nonperforming party within ten (10) days of the event. During the period of any delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Buyer, or cause Seller to provide the goods from other sources in quantities and at times requested by Buyer and at the price set forth in this Agreement. If requested by Buyer, Seller shall, within five (5) days of such request, provide adequate assurance that the delay will not exceed such period of time as Buyer deems appropriate. If the delay lasts more than the time period specified by Buyer, or Seller does not provide adequate assurance that the delay will cease within such time period, Buyer may, among its other remedies, immediately cancel this Agreement without liability.

28. Subcontracts and Assignments:-ASSIGNMENTS Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of Arvind. The Contractor acknowledges that Arvind is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, Arvind shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

29. Hazardous Materials:-If goods or services provided by Seller under this Agreement involve handling, clean-up, treatment, storage and/or disposal of hazardous substances including, but not limited to, hazardous materials or hazardous waste, Seller shall only assign individuals to handle any such hazardous substances who meet the current training requirements for Hazardous Waste Operations and Emergency Response Standard (HAZWOPER), as required by the Occupational Safety and Health Administration.

30. Anti-Corruption:-Code of Conduct. In connection with Seller's provision of goods and/or services under this Purchase Order, Seller represents, warrants and covenants that it and its Associated Persons have conducted, and will at all times conduct, its and their respective businesses in a manner that is consistent with and adheres to the principles in Buyer's Code of Business Conduct and Ethics available at Whistleblower Helpline (Toll Free): 1800 200 8301 ; arvind@ethicshelpline.in Whistleblower portal: [www.in.kpmg.com/ethicshelpline/arvind/](http://www.in.kpmg.com/ethicshelpline/arvind/) Without limiting the generality of the foregoing, no payment or other transfer of anything of value, including without limitation the provision of any funds, services, gifts or entertainment has been made or will be made directly or indirectly to any person or entity for the purpose of obtaining or influencing the award of this Purchase Order or for any improper advantage or improper purpose in connection with any business transactions involving Buyer.

31. Arvind Limited's peripheral IT systems may require to interface with supplier's machinery. Machine should provide / allow to fetch attached data on real-time basis to Arvind's IT systems and should be capable to accept certain parameters as an automated input. All Machine OEM should provide their IT prerequisites ( e.g. Software License, Server, Storage, Backup & Network requirements) in advance to Arvind Limited.

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SIGNED SEALED AND DELIVERED  
By the Vendor  
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Mr.  
For(>,<)>  
-----  
(Authority Letter/Board Resolution authorizing  
Mr. \_\_\_\_\_ to be attached.)