

PURCHASE ORDER

P.O No & Date : POS1-180028119 29/10/2021

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| To, A ONE SALASAR PRIVATE LIMITED 201, BUILDING NO 1, AVIOR CORPORATE PARK, OPP JOHNSON JOHNSON, L.B.S. ROAD, MULUND WEST, MUMBAI MH MUMBAI 400080 IND | Contact Mobile : 7710024005 Fax : Email : sales@salasarauction.com GST No. : 27AAOCA5506C1ZV | QTN No : QTN NO. - 16.10.2021 Terms of payment : 7 Delivery terms : DDR Carrier : Freight Terms : Paid Contact No : 0260-2641332 Currency : INR PO Valid Till : |
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| Invoicing Address : RR KABEL LIMITED SURVEY NO 142/2, MADHUBAN DAM ROAD, RAKHOLI, VILLAGE KARAD Silvassa DN SILVASSA 396240 IND | Delivery Address : Admin Warehouse Silvassa Unit - 1 SURVEY NO 142/2, MADHUBAN DAM ROAD, VILLAGE KARAD, Silvassa DN SLV 396240 IND |
| GSTIN : 26AABCR3352C1ZT IEC NO : 0395047587 PAN Number : AABCR3352C | GSTIN : 26AABCR3352C1ZT IEC NO : 0395047587 PAN Number : AABCR3352C |

| Sr No. | Item no | Description | Ship Date | HSN | Qty | Unit | list price | Net Amount |
|-------------------------------------|----------------------|---|-----------|-----|------|------|--------------------------------|------------------|
| 1 | SER/PROFESSIONAL FEE | PROFESSIONAL FEE | | | 1.00 | Nos | 15,000.00 | 15,000.00 |
| | | Services charges for e-auction @ eachevent/auction date ;06 | | | | | Discount per unit : | 0.00 |
| | | | | | | | Discount percentage per unit : | 0.00 |
| | | | | | | | Basic Value : | 15,000.00 |
| | | | | | | | IGST (18) : | 2700 |
| | | | | | | | | 0 |
| | | | | | | | Item Total value : | 17,700.00 |
| 2 | SER/PROFESSIONAL FEE | PROFESSIONAL FEE | | | 1.00 | Nos | 15,000.00 | 15,000.00 |
| | | Services charges for e-auction @ eachevent/auction date ;06 | | | | | Discount per unit : | 0.00 |
| | | | | | | | Discount percentage per unit : | 0.00 |
| | | | | | | | Basic Value : | 15,000.00 |
| | | | | | | | IGST (18) : | 2700 |
| | | | | | | | | 0 |
| | | | | | | | Item Total value : | 17,700.00 |
| Total Basic Amount: | | | | | | | | 30,000.00 |
| Purchase order total value : | | | | | | | | 35,400.00 |

Note: Services Charges for E-Auction

RRG:F:Pur:7.4:01 Rev. No.-001 dt.10.08.12.

Checked By : **Authorised By :**

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STANDARD TERMS OF PURCHASE

R R Kabel Limited hereinafter referred to as the #Purchaser# hereby mentions its standard terms of Purchase for Products sourced by it. These terms and conditions form part of and apply to all the transaction of purchase any Products. These terms are in addition to the Special Terms and Conditions (in Purchase Order (#PO#) or any contract governing Purchaser Order) and to the extent these contradict with these Special Terms, the Special Terms will supersede.

1. The Purchase Order raised/issued by the Purchaser shall be binding on the Seller, upon Seller accepting the same. Where the Counter offer or conditional acceptance is given by the Seller, the same shall not be binding on the Purchaser, unless accepted by the Purchaser. The Seller, before accepting Purchase Order must ensure that the terms of its order and any applicable specifications are complete, accurate & has understood the scope of supplies.

2. All the prices mentioned in the PO are mentioned in Indian Rupees unless stated in the PO in a different currency. Logistics, insurance, octroi are over and above the price, unless otherwise mentioned in the PO. In case of exports sale, the price is FOB unless stated otherwise. The Seller is liable to pass on to the Purchaser, any benefit accruing to the Seller on account of any reason like change in duty structure, statutory subsidies, exchange rate fluctuations, etc.

3. The Prices shall be effective for a period of Thirty (30) days from the date of issue of the said quotation, unless any other date / period is mentioned in the PO and provided the Purchaser has not previously withdrawn it.

4. The Quotation issued by the Seller shall be complete with details like full description of the Products to be purchased, delivery schedule. The matters, on which Quotation of Seller is silent, shall be dealt in with by the Purchaser in prudent manner, deemed fit by the Purchaser.

5. Any terms and conditions mentioned in the Quotation of Seller/Invoice or otherwise which are conflicting with the terms and conditions mentioned herein then the terms and conditions of PO will supersede. The Seller will not accept PO of Purchaser unless it agrees with this clause.

6. The quantity and description of the Products will be as set out in the PO. All supplies shall be as per samples, drawings, descriptive matter, specifications and advertising issued by the Seller (or the manufacturer of the Products) The Seller may make any changes to the specification, design, materials or finishes of the Products which are required to conform with any applicable safety or other statutory or regulatory requirements with prior confirmation from Buyer only.

7. Without prejudice to the Seller's right to require payment in full on the due date, the Purchaser may at its sole discretion, avail further period of credit by paying interest on overdue accounts at the rate of 3.5% above the Landon Inter Bank Offered Rate (#LIBOR#) as applicable on the close of Due date, provided that the period of credit shall not exceed 180 days.

8. All payments by Purchaser will be made after set-off, withholding of any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature under another contract with Seller. The Seller will not suspend performance of its obligations under the Contract if the Purchaser delays payment due to breach of any condition of PO by Seller.

9. The Seller agrees that the Purchaser shall be entitled to use the services of a credit agency from time to time to obtain information concerning the Seller (and its Directors) in order to assess the Seller's credit worthiness.

10. The Seller is deemed to have delivered the Products when the Products are received at Purchasers site and from thereon all the risk of loss, damages or destruction to the Products shall be on account of the Purchaser. The title in the Products supplied will be transferred to Purchaser upon Seller giving delivery to transporter and Products leaving Sellers premises. Purchaser will eligible to exercise general lien over the Products supplied, available to it under this agreement and under common law.

11. Where the Purchaser does not provide any specific instructions, the Seller shall select the best carrier. Purchaser neither be held responsible for any delay in the delivery by the carrier, nor the carrier be deemed as an agent of the purchaser.

12. The Seller is liable for claims for non-fulfillment or late Delivery of Products or for any loss or damage (including consequential loss or damage) suffered by the Purchaser arising from delay in Delivery or failure to deliver. In case the Purchaser forgoes its rights to inspect the Product within the agreed time period, it will not absolve the Seller of its liabilities for supplies not as per PO/Specifications.

13. Unless otherwise agreed by the Purchaser and the Seller, the Seller shall not be entitled to deliver the Products in partial shipments.

14. The Seller shall not be entitled to charge the Purchaser for any costs, charges or expenses whatsoever that the Seller may incur as a result of the following events:

- Detention of the Products to the extent the same is caused or contributed to by the Seller;
- Demurrage on ships and port as a consequence of any act or omission of the Seller;
- Any special requirements or stipulations of the Purchaser accepted by the Seller;
- Any increase in duties, taxes on products or principal raw-material, freight, insurance or other charges or expenses from the date of Purchase order;

15. The Purchaser shall have right to inspect the Products immediately upon receipt and, if the Products are damaged or not otherwise in conformity with the contract relating to their supply shall give written notice to the Seller of the details in respect thereof within 30 (thirty) days of unpacking for the purpose of use/installation, wrt patent defects. The notice for latent defects will be given within 30 (thirty) days of such defects coming to knowledge of the Purchaser.

16. Any Products the subject of a notice as aforesaid shall be left to the extent practicable, in the state and condition in which they were delivered until such time as the Seller or its duly authorised agent has inspected the Products, such inspection to be carried out within reasonable time after notification by the Purchaser at the cost of Seller. The Seller shall be liable for replacement of Products at no extra cost to the Purchaser or alternatively such reasonable damages at sole discretion of the Purchaser, in addition to other liabilities under the contract.

17. Unless provided otherwise, in case of delay in supplies the Seller shall be liable to pay liquidated damages equal to 0.5% of the purchase consideration for a each week of delay or part thereof subject to maximum of 10% of the total purchase consideration. The liquidated damages shall be adjustable form purchase consideration and/or adjusted from any other dues as per the discretion of the Purchaser. Notwithstanding anything mentioned in this contract, the Purchaser at any point of time if is of the opinion that delay on the part of Seller may cause a damage to its business, then it can source the Product from the other supplier entirely at the cost of the Seller.

18. The Products sold under this contract shall be of the best of the best quality and workmanship and shall be strictly in accordance with specifications and particulars contained in the order hereof and Seller hereby warrants that Products would continue to conform to the description and quality aforesaid for a period of 3 (three) years from the date of supply of stores or 3 (three) years from the date of installation whichever is earlier (or such other period as may be agreed in the PO). If during the aforesaid period, the said Products are discovered not to confirm to the description & quality or any manufacturing defect is found, the Purchaser shall be entitled to reject the said products of such portion thereof as may be discovered not to confirm to the said quality and description. On such rejection the Products shall be at the Sellers risk. The Seller shall be liable for replacement of Products at no extra cost to the Purchaser or such reasonable damages at sole discretion of the Purchaser, in addition to other liabilities under the contract.

19. The Purchase and Seller will not be deemed not to be in breach of the Contract or otherwise liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to Force Majeure, provided that it has and continues to comply with its obligations set out in Condition. If the performance of its obligations under the Contract is affected by Force Majeure the party affected will give written notice to the other party, specifying the nature and extent of the Force Majeure, as soon as reasonably practicable after becoming aware of the Force Majeure and will at all reasonable endeavors to bring the Force Majeure event to an end and, whilst the Force Majeure is continuing, mitigate its severity; the date for performance of such obligation will be deemed suspended only for a period equal to the delay caused by such event; and Seller will not be entitled to payment from the Purchaser in respect of extra costs and expenses incurred by virtue of the Force Majeure. Majeure. If the Force Majeure in question continues for more than 3 (three) months, either party may give written notice to the other to terminate the Contract. The notice to terminate must specify the termination date, which must not be less than 15 (fifteen) days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

20. The Seller/Purchaser may by notice in writing served on the other side terminate the Contract immediately if such other side is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, such other side fails to remedy such breach within 15 (fifteen) days service of a written notice from the Seller/Purchaser as the case may be, specifying the breach and requiring it to be remedied. A party may by notice in writing served on the other, terminate the Contract immediately if the such other party shall be liquidated, have a receiver appointed over any of its assets or otherwise become subject to the insolvency laws of the country in which incorporated.

21. The termination of the Contact howsoever arising is without prejudice to the rights, duties and liabilities of either the Purchaser or the Seller accrued prior to termination the conditions, which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. The Purchaser will be entitled to suspend any payments following service of a notice specifying a breach, until either the breach is remedied or the Contract terminates, whichever occurs first. The Seller will be liable to refund purchase consideration / advance payment received from Purchaser in case the termination is attributable to default of the Seller.

22. In case of wrongful termination of contract by the Seller or in case of termination of contract by the Purchaser for default/breach on the part of the Seller, the Seller shall protect, defend, indemnify and hold Purchaser harmless from and against all Losses arising directly or indirectly from or incurred by reason of such termination and shall, without demur, pay to Purchaser an amount within ten (10) days of receipt of an demand from the Purchaser therefor.

23. Seller warrants to Purchaser that the Products shall be delivered free from any rightful claim of any third party concerning infringement of any Patent in respect thereto. In case of any such claim, the Purchaser shall: (i) promptly notify Seller in writing of any such claim, and (ii) Seller shall assist Purchaser in the conduct of such defense; and, Purchaser shall allow Seller, at Sellers expense, to procure the right for Purchaser to continue using the Products or to replace or modify the Products so that they become non-infringing, or to grant Purchaser a refund of the purchase price in exchange for return (at Sellers cost) of the Products claimed to infringe.

24. The Seller will keep confidential any and all Confidential Information that it may acquire. The Seller will not use the Confidential Information for any purpose other than to perform its obligations under the Contract. The Seller will ensure that its officers and employees comply with the provisions of this Condition.

25. The Seller is liable to provide technical advice to the Purchaser relating to Products supplied by the Seller or use of them. If failure to provide any such material information results in loss/damage/injury to Purchaser or its employees/contractors then Seller shall be liable for all such damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss).

26. The Products may be subject to export controls and regulations of the country of manufacture, or the country of shipment, and export may require a valid export license. Seller must ensure compliance with applicable export controls. Purchaser will have no obligation to receive product until all required export regulations are complied by the Seller.

27. Seller will not change design, dimensions, weight or specifications of the Products and/or packing. Seller shall not make any change to Products ordered by Purchaser without the Purchasers consent whether the change impairs the performance or function of the Products or not.

28. These Terms and Conditions shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties, provided that no Party shall assign any of its rights, and/or obligations hereunder without the prior written consent of the other, and any attempted assignment without consent shall be null and void.

29. Any notice and other communications provided shall be in writing and shall be first transmitted by facsimile transmission and then confirmed by postage, prepaid registered post with acknowledgement due or by internationally recognized courier service, in the manner as elected by the Party giving such notice at the Sellers Office address on the Quotation/offer, in favour of Head Marketing.

30. All notices shall be deemed to have been validly given on (i) the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the Business Day after expiry of seven days after posting if sent by registered post, or (iii) the date of receipt or the succeeding Business Day if the date of receipt is not a Business Day, if sent by courier.

31. These Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of India. The competent Court at Mumbai, India in exclusion of other courts shall have jurisdiction in relation to any matter arising out of or incidental to this Agreement.

32. If at any time any Party shall waive its rights accruing to it due to breach of any of the provisions of these terms and condition such waiver shall not be construed as continuing waiver of other breaches of the same kind or other provisions of the terms and conditions. No delay on the part of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the Parties of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder.

33. Any provision of the terms and conditions, which is held to be invalid or unenforceable for any reason, shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining provisions hereof.

34. If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the terms and Conditions or regarding any question, the dispute shall be referred to a panel of single arbitrator to be appointed as per the procedure given under Indian Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be held in Mumbai. The proceedings of arbitration shall be in English language. The Parties agree that the award of the arbitrator will be final and binding and be the sole and exclusive remedy between them, to the exclusion of remedy in courts of law, regarding all claims and counter claims presented to the arbitrator and all rulings made by the arbitrator.

35. The Parties acknowledge and agree that any breach or violation of the term of the terms and conditions may cause irreparable harm to the other party the amount of which may be difficult to ascertain therefore the Parties agree that in the event of any breach or threatened breach of any of the covenants herein by the other party the other party shall have the right to apply to the Court of competent jurisdiction for an injunctive order restraining any such breach of threatened breach, without any proof of actual damage, as may be appropriate to ensure compliance with the provisions of the terms and conditions, and for such relief as the aggrieved party may deem appropriate. Such right of the aggrieved party shall be in addition to the remedies otherwise available to the aggrieved Party at law or in equity.

36. The Purchaser has registered its manufacturing sites to the ISO 14001 Environmental Management System, OHSAS 18001:2007, ISO 50001:2011 and accordingly the Purchaser required to demonstrate strong commitment to environmental regulatory compliance, resource conservation, and pollution prevention. The Sellers are an integral part of this ISO 14001 & OHSAS 18001:2007 certifications effort & therefore, the Sellers are expected to fully support & cooperate with these efforts. The Seller shall comply with relevant Industry Standards & Regulations regarding Environmental, Health, and Safety.

In addition, Seller shall comply with additional environmental, health, and safety requirements & standards as designated by any specific agreements between Seller and the Purchaser.

37. These terms will mutadis mutandis apply to services contract for services availed by the Purchaser.

38. This is computer generated Purchase Order hence does not require Signature.

39. In case we do not receive a formal acceptance within 3 days from the date of receipt of Purchase Order, the orders shall be deemed to be accepted.