

**KAYA LIMITED**

Regd Office : MARKS,  
23/C, Mahal Industrial Area, Opp.Andra Bank, Mahakali Caves Road,  
Near Paper Box Gali,Andheri (E), Mumbai - 400 093, India.  
Phone No.: 022 66195000 Fax: 022-66195050  
CIN:L85190MH2003PLC139763

**PURCHASE ORDER****Vendor Code** : 201788**Vendor Name** : 3D TECHNOPACK PRIVATE  
LIMITED**Address:**

SURVEY NO.8/1,VILLAGE  
ATHAL NAROLI ROAD,ATHAL,SILVASSA  
D & N.H,INDIA-396230.  
Dadra, Nagarhaveli, India  
**GSTN** : 26AAACV0142R1Z5

**Order No** : 4502294601**Order Date** : 29.04.2022**Currency** : INR**Payment Mode:** RTGS - Payment/NEFT - Payment**SCM Contact** : Mr. Rakesh Jain**Mobile No.** :**Email** :**Bill To:**

KAYA LTD  
C/O AWL India Pvt Ltd.  
Dashmesh Complex & Godown,Plot 105,106,  
AT & Post  
Nadhal,Taluka Khalapur 410206  
Maharashtra, India  
**GSTN** : 27AACCK1045L1ZK

**Ship To:**

KAYA LTD  
C/O AWL India Pvt Ltd.  
Dashmesh Complex & Godown,Plot 105,106, AT &  
Post  
Nadhal,Taluka Khalapur 410206  
Maharashtra, India  
**GSTN** : 27AACCK1045L1ZK

**We are pleased to place order with you for the following items :**

Sn	HSN	Item Description	PO Qty	UoM	Total Value
00010	39239090	TUBE 5GM SENSITIVE SUNS CREEN	30,000	NOS	178,062.00
00020	39239090	TUBE 5GM BRIGHTENING BE ADS CLEANSER	30,000	NOS	178,062.00

Order Value (in Figures) : 356,124.00

Order Value (in Words) : RUPEES THREE LAKH FIFTY-SIX THOUSAND ONE HUNDRED  
TWENTY-FOUR AND PAISE ZERO**Order Terms :**

1. Kaya reserves right to cancel or amend this order till it is fully serviced.
2. Kaya reserves right to reject the supply if the supply:
  - a) Does not conform with agreed quality norms / specifications
  - b) Is received in damaged condition
  - c) Is received in short quantity
3. PO number should be quoted on all the delivery challans/ Invoice.
4. Please send the original tax invoice along with the shipment.
5. **Terms of payment : 30 days from the date of material receipt (GR)**
6. Incoterms : ( ) AWL PANVEL
7. The Registered Party in GSTIN has to comply with the following conditions for availing Input Tax Credit to Kaya Ltd or else the Input Tax Credit will be recovered from the Registered Party GSTIN -26AAACV0142R1Z5
  - a) File the Valid Return under GST
  - b) Pay the GST due to the Government within prescribed due date
  - c) Submit the Proper Invoice along with the delivery of Goods
8. Following information is mandatory on the Invoice
  - a) Kaya's GSTN number of Billing and Shipping Location
  - b) HSN Number of the items supplied
  - c) Place of supply along with State
  - d) Kaya's PAN number "AACCK1045L" along with your PAN number according to Income Tax Notification 95 dated 31.12.2015
9. **The material should have minimum 80% shelf life left on the date of receipt.**

### Item Details

Item No	Material Code	Item Description	PO Qty	UOM	Total Value
00010	215928	TUBE 5GM SENSITIVE SUNS CREEN	30,000	NOS	178,062.00

Pricing Condn	Price	Per Unit	Unit	Value
PBXX Basic Price	5.03	1	NOS	150,900.00
JIIG IN: Integrated GST	18.00	%	%	27,162.00
Landed Cost				178,062.00

### Delivery Schedule

Item	Quantity	Date
0001	30,000	04.05.2022

### Item Details

Item No	Material Code	Item Description	PO Qty	UOM	Total Value
00020	215929	TUBE 5GM BRIGHTENING BE ADS CLEANSER	30,000	NOS	178,062.00

Pricing Condn	Price	Per Unit	Unit	Value
PBXX Basic Price	5.03	1	NOS	150,900.00
JIIG IN: Integrated GST	18.00	%	%	27,162.00
Landed Cost				178,062.00

### Delivery Schedule

Item	Quantity	Date
0001	30,000	04.05.2022

Verified by	For KAYA LIMITED
	(Authorized Signatory)

## Purchase Order - Terms and Conditions

1. Terms: This Purchase Order (PO) and any document, attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference will form part of this PO and constitute the entire agreement of the Parties. These terms and conditions override any other terms or contained in any quote, invoice, estimate or any other document issued by the Supplier. Terms contained in the Supplier's response to, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Supplier) are deemed to be rejected by KAYA. The Purchase Order Terms and Conditions is computer generated and transmitted in digital form hence do not require physical signature. Supplier's acceptance, acknowledgement or on commencement of performance under this PO, would constitute Supplier's acceptance of these terms and conditions. Notwithstanding the foregoing, if a Supply Agreement or Terms of Trade (TOT) or Selling Agreement or Master Service (MSA) and/or a Statement Of Work (SOW) (herein after individually referred to as "Master Agreement") covering procurement of the goods or work/services described in the PO exists between Supplier and KAYA and there is any inconsistency between the provisions of this PO and terms of such Master Agreement then the provisions of such Master Agreement shall prevail over any inconsistent terms herein otherwise terms of this PO shall be in addition to the term of the Master Agreement.

2. Price: Supplier warrants that the prices quoted to KAYA are the lowest that these or similar goods or services are sold by Supplier to others and that they are complete and that no additional charges of any type shall be added without KAYA's express written consent in advance. Supplier agrees that if there is any price reduction for these or similar goods or services after placement of this PO but prior to payment will be applicable to this PO. Supplier shall supply the product to Kaya as per the mutually agreed prices and agreed minimum order quantities. Supplier shall not change the prices during the year unless impacted by external circumstances such as changes in taxes, duties or change in law. Any price change should be intimated at least two (2) months in advance.

3. General obligations: Supplier warrant that: (i) all goods and materials used in performance of the services will be new, services performed will be free from faults in design and fit for the purpose for which they are supplied; Supplier will supply the material in good and merchantable quality, manufactured and packed in accordance with Good Manufacturing Practice. (ii) the goods will not be subject to any encumbrances, including any charge, lien, pledge or as any other security for payment of a monetary or other obligation; (iii) all goods shipped or delivered under this PO will be accompanied by appropriate delivery papers; (iv) the PO number will appear on all documents and packages produced in connection with the goods or services; and (v) the services shall be performed to the highest level of skill, care and diligence, including in accordance with any specified timetable and the goods and services will be free from material defects as regards to their quality and performance. Delay in receiving invoices or errors or omissions on statements or invoices shall be held to be just causes for withholding payments without losing on any discount privileges. vi) Supplier shall have all necessary regulatory approvals and licenses for storing, selling and distributing the products, material or services and ensure compliance.

4. Changes: KAYA shall have the right at anytime prior to the complete delivery of the goods or services to make changes therein and changes in time, place and schedule of delivery, method of transportation or service and Supplier agrees to accept such changes.

5. Delivery: Any goods and material which are supplied under a valid PO has to mention the PO number on the delivery challan, Invoice, packing list etc. along with the transporter copy that should accompany the consignment. All original documents i.e. original for KAYA, Commercial Invoice, copy of delivery challan, photocopy of Lorry Receipt (LR), are to be sent to delivery location, after the dispatch of material. Delivery challan/invoice/ L.R should be issued from where the material is dispatched. If any discrepancy regarding sales tax is found in documents, the extra sales tax/purchase tax shall be borne by the Supplier. Unless otherwise agreed, all goods and materials ordered are to be supplied carriage paid to KAYA warehouse or the receiving depot specified in the PO and no charges for packing, boxing or crating will be accepted unless authorized by this PO. KAYA shall not be responsible for any demurrage, penalties, etc., becoming leviable on account of delay in delivery dispatch of railway receipts, L.R. or any other shipping documents or for any other reason and recovered from the Supplier. All packaging must be suitable to withstand air, road and rail shipment to its final destination in accordance with standard commercial packing practices. A packing list must accompany all shipments. PO number, product number (if available) and quantity must appear on all packages, invoices and other documents related to PO. Goods delivered in excess of quantities ordered will not be accepted and all charges resulting from such delivery will be on Supplier's account.

6. Cancellation: KAYA reserves the right to cancel this PO or any part thereof if delivery or services are not made within the agreed time lines, with agreed quantity or quality as mentioned therein, in which case KAYA may purchase or receive service from elsewhere and the undelivered quantity of goods or services charging the Supplier with the extra cost, if any.

7. Acceptance: All materials shall in every respect be equal to the agreed description, quantity, quality, specification and to previously approved samples (if any) and or submitted (if any) and shall be subject to our inspection and approval and if rejected shall be held at Supplier's risk and must be removed by the Supplier entirely at his expenses. It shall be the responsibility of the Supplier to submit sample well in time to be able to adhere strictly to the delivery schedule. Final inspection shall be done after receipt at your end. The decision of KAYA on rejection shall be final and binding on the Supplier and this clause shall be deemed to constitute Master Agreement to the contrary with regard to the provision of the sale of goods Act. Rejections must be replaced within the delivery schedule and should be invoiced separately and not as replacement. All charges inclusive of freight and handling on replacement of rejections shall be borne by the Supplier. All articles should be securely packed to avoid damage or pilferage in transit. The packing conditions prescribed in the goods tariff should be strictly observed. By delivering goods, commencing services or undertaking any other similar activity in response to this PO, Supplier agrees to accept and be bound by these terms and conditions and wherever applicable shall be read along with terms of such Master Agreement. Payment made for supplies or goods received or yet to be received as per this PO prior to inspection shall not constitute an acceptance of the goods.

8. Standards and Service Level: Supplier shall ensure that all the committed standard of goods / service levels as set out in this PO and the relevant Master Agreement are met at all the times otherwise the goods/services will be rejected and penalty for non-adherence will be applicable.

9. Warranty: The Supplier warrants that the goods supplied under this contract are free from all manufacturing and workmanship defects including any latent defects. The Supplier shall for a period of 24 months from the date of delivery of the goods or the manufacturer's standard warranty period, whichever is the longer shall replace or repair without any cost to the KAYA. In case of software, the warranty for software would cover all updates, regular bug fixes and patches for the term of the warranty. Licensed Software will materially comply with designs or specifications generated specifically for KAYA and agreed to in a writing by the parties (Specifications). If KAYA notifies Supplier of materially non-complying Licensed Software and provides a description allowing the error to be repeated, Supplier will, at Supplier's cost and at KAYA's option, either: (i) provide the KAYA with a correction or replacement Licensed Software; or (ii) make instructions available to KAYA to modify the Licensed Software. Supplier warrants that the Licensed Software provided under this PO was scanned for viruses prior to delivery.

10. Force Majeure: KAYA reserves the right to cancel this PO or any part thereof due to Force Majeure situation, if stoppage of work occurs at factory/warehouse due to fire, strikes, lockout, fire, flood, earthquake, elements of nature or acts of God, acts of state, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental action ("Force Majeure Event") or from any other cause or causes beyond control or from any cause or causes, due to acts or demands of the Government or as a consequence of war or outbreak of hostilities.

11. Insurance: Supplier agrees at its own expense to maintain insurance (including, without limitation, workman compensation, errors and omissions, and any other insurance) in an amount consistent with Supplier's industry practice. Each policy shall name KAYA as a loss payee or additional insured, as appropriate to secure and maintain insurance providing adequate coverage for any indemnification obligations under the PO or the Master Agreement and liabilities to third parties for bodily injury (personal injury) or death and damage to property in amounts sufficient to protect the KAYA in the

event of any such injury, death or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. The goods/ material shall be insured by the Supplier against all transit risks till the delivery at warehouse or such other location as may be notified by KAYA. Transit damages/shortages have to be informed in writing within 15 days from the date of receipt of goods/ material. Consignees are supposed to take open delivery certificate from the carrier in case they notice any damages. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations or services provided by the Supplier in the jurisdiction or jurisdictions in which the KAYA is receiving the goods or services

12. Confidentiality and Proprietary Information: Supplier of goods or services agrees not to publicize that KAYA has contracted with Supplier and not to disclose any details or other information about the PO or Master Agreement unless otherwise known to the public, all information disclosed by KAYA to Supplier is confidential and proprietary and Supplier agrees that it shall not be disclosed or use it except for the purpose of performing this PO. All things (such as drawings, documents, etc.) containing such confidential Information are the property of KAYA and are to be delivered to it upon demand. All items manufactured by the Supplier according to the blueprints, drawings/ designs/ manufacturing date/ specification or information pertaining to therein furnished by KAYA shall not be utilized by the Supplier or anyone on its behalf for sale, manufacture or for any other purpose save as agreed with KAYA in writing. All blueprints, drawings, designs, prototypes, blocks, etc, entrusted by KAYA to the Supplier shall be KAYA property and are returnable on demand. The Supplier represents and warrants to KAYA that the goods supplied or services provided do not infringe any third party intellectual property rights of any nature whatsoever.

13. Term and Termination: The PO will remain in effect with respect to any Master Agreement already issued prior to expiration of the term of the PO until such Master Agreement is either terminated or the work completed and accepted. KAYA may terminate this PO, Master Agreement, any or both, for convenience, in whole or in part, for no reason or for any reason, upon fifteen days written notice to Supplier. Upon receipt of notice of such termination, Supplier will inform KAYA of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to KAYA whatever Work then exists. Unless such termination is due to default of Supplier or failure of Supplier to assure adequate performance, KAYA shall pay Supplier on a pro rata basis only for work completed as of the date of termination and upon such payment all equipment, materials, work-in-progress, finished goods, drawings, information and other things for which KAYA has paid shall at KAYA's option become the property of KAYA and be released by Supplier to KAYA upon demand for pick-up and removal. The provisions of this clause are without prejudice to any other rights or remedies of KAYA including those resulting from default by Supplier. KAYA will have no further payment obligation in connection with any termination. KAYA may terminate the PO, Master Agreement, any or both, immediately by delivering written notice to the Supplier upon the occurrence of any of the following events: (i) a receiver is appointed for the Supplier or its property; (ii) Supplier makes a general assignment for the benefit of its creditors; (iii) proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 30 days; or (iv) Supplier is liquidating, dissolving, or ceasing to do business and terminate the PO or Master Agreement or both for convenience with notice of 30 (thirty) days to the Supplier.

14. Indemnity: The Supplier guarantees that the sale or use of supplied goods will not infringe any Indian or Foreign patent, design or trademark and undertakes to indemnify and keep us indemnified against any actions, judgments, decrees, costs, claims demands and expenses resulting from any actual or alleged infringement. The Supplier further undertakes at his own expense to defend or assist in the defense or any suit or action which may be brought in this connection. In the event of any breach of this contract on the part of the Supplier, the Supplier shall indemnify and compensate KAYA in such a manner as may be reasonably determined.

15. Pre-estimated loss: In the event of delay in supply or making delivery of goods or services, the Supplier agrees that the loss suffered by KAYA on account of such delay would be difficult to determine accurately. Accordingly, if due to the fault of the Supplier, the goods or services have not been delivered or provided at dates and/or levels agreed upon, the Supplier agrees to, without demur, pay KAYA a sum of equivalent to 1% per day subject to a maximum of 10% of the accepted contract amount by way of genuine pre-estimate of the loss suffered by KAYA for such delayed and/or deficiency and not as penalty. The payment of the afore mentioned amount shall not release the Supplier from its obligation to continuously deliver the goods and/or provide services nor shall it preclude KAYA for seeking any other remedy under the PO, Master Agreement as the case may be.

16. Audit: Supplier will maintain suitably detailed records as may be necessary to adequately reflect Supplier's compliance with the terms of this PO. Supplier will permit KAYA's auditors to have access at all times to Supplier's books including but not limited to accounts, licenses, registration, statutory and other pertinent records. Supplier will require each of its subcontractors to do likewise with respect to their books and records. Supplier and each subcontractor of the Supplier will also furnish other information as may be needed by KAYA representatives in auditing compliance. KAYA may perform audits up to two years following completion of the PO. Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit

17. Tax: The Supplier must issue invoices compliant to the tax laws applicable to the transaction. In case KAYA is denied any credit of tax by the tax authorities on account of improper/incomplete invoice under any of the laws applicable, the same would be recovered from the Supplier. The Supplier must specify on its invoice correct and complete registration number(s) as applicable under the laws governing the transaction. The terms and conditions are subject to change in law and the amending provisions shall be deemed to be incorporated and applicable to the parties.

18. Applicable Law and Jurisdiction: All disputes or differences whatsoever arising between the parties, out of or in relation to the construction, meaning and operation or effect of this PO or Master Agreement or breach thereof shall be subject to the jurisdiction of Mumbai Courts.

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