



Purchase order

PO number/date
4520931052 / 28.03.2022

Company Code
0267

Please quote on all documents, otherwise delays may occur

Contact person/Telephone
Arun Mohanty/919004294421

3D Technopack Private Limited
Survey No. 8/1, Village Athal,
(Dadra & Nagar Haveli)
396230 Silvassa

Your person responsible
Mr. Amit Kulkarni-Sales & Mark
Vendor GST No : 26AAACV0142R1Z5
CIN No : AACCN1990PEM005

Your vendor number with us
Z12521

Please deliver to:
NIVEA India Pvt. Ltd.
Sloc Raw and packing Materials
SM-9/1, Sanand#II Industrial Estate
Ahmedabad - 382110
India

Invoice address:
NIVEA INDIA PVT. LTD.
BDF Manufacturing India,
SM-9/1, Sanand#II Industrial Estate,
Ahmedabad - 382110,
INDIA

Terms of delivery: CIF NIVEA India Pvt. Ltd.

Terms of payment: 60 days Due net

We require an order acknowledgment for the following items:

Currency INR

Item	Material	Delivery date	Order qty./unit	Price/unit	Net value
00010	67101-94902-28	TB.PL.83940.PV28-IN			
	HSN Code: 39239020				
	D 26.04.2022		39,000 Piece	12,570.00/1,000	490,230.00
	IN: Integrated GST:			18%	
	Taxes on the PO item :		88,241.40		

TUBE, PLASTIC 3C050087
NMEN CLN ACN_OL_MD 100G 83940-04900-28
LOTRENE FB3003 108.5 MM
PACKAGING DESCRIPTION 001 DD. 2020-07-15
ARTW: AW 83940490BA06 TB

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Gross Price:	490,230.00
Net Other Condition Value:	0.00
Taxes on the PO:	88,241.40
Total PO Value:	578,471.40
TOTAL NET VALUE OF PO (Incl. of all Taxes):	578,471.40

Amount in words : INR FIVE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED SEVENTY-ONE
AND PAISE FORTY ONLY

Receiving Plant GST No. :24AACCN1990P1Z1

signature

signature

TERMS & CONDITIONS OF PURCHASE ORDER

- 1.Scope: The parties hereby agree the supply of products/goods to NIVEA at its plant(s) as per instructions from NIVEA. Parties shall perform their respective responsibilities as per these terms & conditions.
- 2.Billing & Payment: Costs shall be paid as per mutual agreement between both the parties. All payments made shall be subject to deduction of taxes as per applicable laws. Additional expenditure incurred at the cost of NIVEA to be reimbursed at actual against proof of payment, with prior approval/consent of NIVEA. (GST) Tax or any other tax on the service (if applicable), re-imbursement shall be paid extra by NIVEA.
- 3.Original acknowledged Lorry Receipt copy should be submitted along with the Invoice which complies with the Service Tax Law.
- 4.Payment Terms: Payment Terms shall be as per agreed norms; such payment terms will be applicable from date of invoice. Agreed payment term should be reflected on the invoice copy.
- 5.All goods supplied must strictly conform to NIVEA specification. The parties in their own interest must get the samples approved by NIVEA before commencement of bulk production.
- 6.NIVEA reserves the right to cancel any order without assigning any reason and no claim for damages what so ever will be entertained.
- 7.Termination: In the event either party is prohibited by any law, regulation or requirement of any Government or Governmental authority from complying with the terms of this agreement, the said party shall intimate the other party of such prohibition in advance and other party shall have the right to terminate this agreement immediately by written notice.

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8. Consequence of Termination: Supplier shall return all documents, artworks, blocks, moulds, copies, material, extracts of the documents, information relevant or related to material(s).

Material supplied on behalf of NIVEA shall be utilized solely and exclusively for packing/re-packing/manufacturing/servicing for NIVEA.

No materials or services shall be utilised by the supplier for any other purpose.

9. Non-compete: Both during the period of this agreement and there after supplier promises not to infringe or violate any of the trademarks or trademark rights of the owner.

10. Invoice should contain all the relevant information related to the Purchase Order such as the PO number, Material Code, Quantity, Delivery location address, HSN/SAC Code and payment terms etc. The supply done should not be more than the tolerance limit specified in the PO. No additional material, above the tolerance limit, shall be accepted and paid for.

11. Dispute resolution: Disputes related to this Purchase Order is subject to jurisdiction of Court of Mumbai.

12. Delivery: Delivery schedule, if stipulated in Order must strictly be adhered and failing which we reserve the right to reject or accept the material. Goods supplied against this order must be properly packed to ensure safe delivery at the destination and dispatched as informed. Confirming to special instructions, if any, for safe transport by rail, road, air, sea, etc. to specific destination.

13. Product warranty - The product details such as product shelf life, temperature control, etc. should be mentioned on COA (Certificate of Analysis)/specification provided along with every supply made.

14. Rejection - Goods if rejected by NIVEA, shall not be returned back and paid for.

15. Code of Conduct - Supplier shall adhere to the Code of Conduct agreed upon by the supplier with their stamp and sign.

16. Acceptance of Goods: All goods are subject to acceptance by our Quality Control Department and/or the concerned Department. Notwithstanding anything contained in this agreement, supplier shall be responsible for the quality of the material. Supplier shall be responsible for any penalties to make good any loss or damages suffered or incurred by NIVEA due to failure of material to meet Quality specification prescribed by Government authorities at Supplier's cost

17. Negative Covenants - Supplier recognizes and acknowledges that NIVEA has entered into this agreement in reliance upon their character, skills, aptitude, business and financial capacity of supplier. For these reasons NIVEA may in its sole discretion declare supplier to be in breach of its obligation here under in the event that supplier transfers part or whole of its business or transfers directly or indirectly control of its business to any direct competitor of NIVEA.

18. This Purchase Order shall constitute the contract. No verbal agreements amending the terms of this order are valid unless they are duly confirmed in writing by Purchaser and Supplier.

19. Safety: Supplier will be responsible for safe working conditions of his/her employees and subcontractor's workmen (if applicable/employed by them) deployed at our site. Supplier shall be liable and responsible for any eventuality during deployment of their manpower at our site for whatever reasons. We shall be fully indemnified against any of such occurrences.

20. Purchase order acceptance: As a note of acceptance, Supplier is to sign and return a copy of this purchase order (within 7 days) . Else it shall be deemed to be

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accepted in toto.

21. Governing laws and Jurisdiction: This agreement shall be governed by the jurisdiction of Indian court of law. In event of any disputes arising between the parties hereto or as to the rights and obligations under this agreement or as to any claim, monetary or otherwise of one party against the other or as to the interpretation and effect of any terms and conditions of this agreement, such dispute or difference shall be referred to the jurisdiction of the courts in "Mumbai".

22. Force Majeure: In the event of the Force Majeure and/ or an act of God including without limitation to earthquake, riots, war, fire, explosion, storm, flood, epidemic, or an act of terrorism, NIVEA shall be entitled, to our sole discretion, to amend the terms of this order. NIVEA, in such event, shall take into account, on good faith, Supplier's genuine concerns considering the intensity of the force majeure and / or an act of God.

23. Secrecy or IPR: Supplier shall treat this document and any other drawings/documents any other information made available that will be passed on to Supplier for the purpose of construction as confidential documents/information. Supplier shall prevent duplication or disclosure of any such information made available to the Supplier by NIVEA and make access to such information only to those who shall be involved in executing the Works. Supplier shall sign a Non-Disclosure Agreement (NDA) in NIVEA's standard format, if required. All the drawings and documents given to the Supplier shall be returned to NIVEA after the purpose or on final payment by NIVEA.

24. Statutory requirement: Supplier shall ensure that the material, equipment, plant or any other item supplied to NIVEA for use anywhere within India, shall comply with all relevant statutory requirements, such as Factories Act 1948. Chief Inspector of Explosives, etc.

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Terms And Conditions of The Purchase Order

1. Payment Terms are applicable from the date of Preparation of GRN / Receipt goods in the warehouse for local procurement and from the Purchase Invoice date for Import purchases.
 2. Reimbursement of Octroi, Transport charges, Taxes etc with the relevant supporting should be submitted to the company and these costs should be as per the agreed terms.
 3. Original acknowledged Lorry Receipt copy should be submitted along with the invoice which complies with the service tax law.
 4. Supply invoice should contain all the relevant information related to the Purchase order as PO Number, Material Code (NART), Quantity, Delivery Location Address, etc.
 5. Payment terms on supply Invoice to be specified as per the agreement/PO.
 6. This purchase order shall constitute the contract. No verbal agreements amending the terms of this order are valid unless they are duly confirmed in writing by Purchaser and supplier.
 7. Delivery schedule if stipulated in order must strictly be adhered and failing which we reserve the right to reject or accept the material. Genuine difficulties would however be looked into. Goods supply against this order must be properly packed and dispatched as informed; confirming to special instructions, if any for safe transport by Road, Rail, Air, Sea etc to specific destination.
 8. Force Majeure : This purchase shall be under no liability for the failure to accept the delivery of goods, if such act or failure act of natural calamities or circumstances which are beyond the control of the purchaser.
 9. Terms of Guarantee if any, needs to be mentioned in supply invoice.
 10. Jurisdiction : Disputes related to this Purchase Order is subject to jurisdiction of court of Mumbai.
 11. No form of Sales Tax will be issued unless specifically mentioned in the order.
 12. All goods are subject to acceptance by our Quality Control Department and/or the concerned department.
 13. The price mentioned in this order is inclusive of free delivery to delivery address. No delivery charges will be paid unless it is specifically mentioned in the order.
 14. Goods if rejected are to be lifted from our delivery address within 15 days from the date of intimation at no additional charges to us.
 15. All goods supplied must strictly conform to our specification. The parties in
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their own interest must get the samples ~~approved by us before commencement~~ of bulk production.

16. We reserve the right to cancel any order without assigning any reason and no claim for damages whatsoever will be entertained.

17. No party should supply any material against this order without having proper sale tax/ License/ Registration.

18. Suppliers need to call the destination atleast 24 hours in advance to schedule the delivery time of goods. Vehicles without prior appointment could be subject to delay.

19. Document of analysis or Quality report should accompany with the material being delivered to the delivery address.

20. Information such as the Gross weight/ net weight, product description, and our PO no, to be mentioned on the package which is delivered.
