

(This transaction is on Credit 45 days)

Target Pickup : 04-Jun-2024

PO#:MOGLIX5218600101327038
 Sourcer email: pradip.kadam@moglix.com
 PO Type: Non Dropship (Products are picked up by Moglix runners from supplier)



From	Shipping	To	Invoice Address
Company: MOGLI LABS (INDIA) PRIVATE LIMITED Address: B-6, Gala No 1 & 2, Ground Floor, Shree Rajrajeshwari Logistic Park City: Thane - 421302 State: Maharashtra Phone: 8459614621 TIN: GSTIN: 27AAJCM7312H1ZE PAN: AAJCM7312H State Code: 27	Company: MOGLI LABS (INDIA) PRIVATE LIMITED Address: C/o Gauri Warehousing, Gut No 144, A 1/2/3, Kuruli City: Pune - 410501 State: Maharashtra Phone: 9821480675 TIN: GSTIN: 27AAJCM7312H1ZE PAN: AAJCM7312H State Code: 27	Company: S COMFORT SEATING SYSTEMS Address: SR NO-48, FLAT NO-108, ELEGENT HOUSING SOCITY, MITHANAGAR, KONDAWA, Pune,, City: Pune - 411048 State: Maharashtra Email: account@scomfort.co.in Phone: 9370426995 TIN: N/A GSTIN: 27AQIPA4165C1Z8 PAN: AQIPA4165C State Code: 27	Company: S COMFORT SEATING SYSTEMS Address: SR NO-48, FLAT NO-108, ELEGENT HOUSING SOCITY, MITHANAGAR, KONDAWA, Pune,, City: Pune - 411048 State: Maharashtra Email: account@scomfort.co.in Phone: 9370426995 TIN: N/A GSTIN: 27AQIPA4165C1Z8 PAN: AQIPA4165C State Code: 27

SNo	Item Description	Brand	PO Item ID / MSN / HSN Code	MRP	Rate	Disc. (%)	Qty	Total(Ex. Tax)	GST Tax (%)	IGST	CGST	SGST	Total	Pickup Date (dd-mm-yyyy)	Remarks
1	S comfort Misc Equipment-Cleaning Machine – Moglix	Generic	4347462 MSN8KLPX4VJN5V 73120000	0.0	3250.0/PCS	-	6.000	19500.000	18.0%	0.000	1755.000	1755.000	23010.000	04/06/2024	Office Chair Product Code - D219#

Challan Total: Rs.23010.000



**Remarks: Brand - S Comfort
 Item - Office Chair Product Code - D219#**

Delivery Terms: EXW - Pune

Scope of Work:

- Payment Terms: Credit 45 days
- Liquidated Damage: For all the Orders <=12 Days of Delivery time, LD shall be @0.5% of Invoice value for every day subject to the maximum of 5% For all the Orders > 12 days of Delivery time, LD shall be @ 1% of Invoice value for every week subject to the maximum of 5%
- The Supplier to upload the invoices raised on Mogli Labs (India) Private Limited to their respective account allocated to them on the Supplier Central portal of Mogli Labs (India) Private Limited.
- In the event, the Supplier fails to upload the invoice to its respective allocated account as stated, Moglix reserves the right to charge the service charge fee to the Supplier at the rate Rs 500 per invoice."

If you do not accept PO before 24 hrs of the scheduled pick up date then we will consider it auto-accepted.

Disclaimer: In case, you have any feedback with respect to the abovesaid, you are requested to notify us within 24 hours of this PO else it will be deemed as you have accepted the said terms and conditions.

Please follow the below instructions while sharing the invoice:

- ✓ Ensure that Moglix's & supplier's correct addresses along with their respective GSTIN are properly mentioned on the invoice.
- ✓ Please mention the full legal name of the Company i.e. M/s Mogli Labs (India) Private Limited. Do not use "Moglix" or any other name in the document.
- ✓ Each tax invoice should have a heading of "TAX INVOICE" and be signed & stamped properly by the Supplier. Signatures can be physical or digital. In case of e-invoices, signatures and stamps are not required.
- ✓ It is mandatory to mention Supplier's PAN and Company's PAN no. in the invoice where "Total invoice amount" (incl. tax) is more than or equal to INR. 200,000/- (INR Two Lakhs).
- ✓ Invoice number should not exceed 16 characters, containing alphabets or numerals or special characters.
- ✓ The invoice should be clear and legible, ensure that there is no overwriting, cutting etc.

This PO should be read in conjugation with the following attachments



General Terms and conditions

- These Terms and Conditions ("hereinafter referred to as "T&C") govern all the supplies of materials, services and goods (hereinafter referred to as "Order") by the Seller to the Buyer.
- The Seller and Buyer shall be collectively referred to as Parties.
- By accepting/ acknowledging our Order or by supplying the goods, services ordered, the Seller is deemed to have accepted the conditions as mentioned below in this document.

- d. The Orders made in writing only shall be considered as binding. Any order made verbally shall not be tenable.
- e. The Seller is kindly asked to return its order confirmation and to notify the exact delivery date within 2 (Two) working days of proposing the Order.
- f. Order of Precedence shall be
 - i. Amendment to SCP and GCP
 - ii. Special Conditions of Purchase (SCP)
 - iii. General Conditions of Purchase (GCP)
 - iv. Invoicing & Shipping Instruction

1. Definitions:

In construing the Agreement, the following words and expressions shall have the meanings hereby assigned to them:

- 1.1 **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- 1.2 **"Agreement"** shall mean the Order and the Seller's acceptance of the Purchase Order.
- 1.3 **"Buyer"** shall mean Mogli Labs (India) Private Limited and its Affiliates
- 1.3 **"Buyer"** shall mean Mogli Labs (India) Private Limited and its Affiliates
- 1.4 **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees)
- 1.5 **"Defected material"**, in the context of supply of Materials, shall mean any element, compound present in the goods which is not part of standard Specification or a typical assay as per the Purchase Order or Agreement and which is likely to cause or may in general probability cause harm or damage to the operations of the Purchaser and also restricts or affects performance of the goods as per the desired / industry / specified standards.
- 1.6 **"Effective Date"** shall mean the date of the Purchase Order;
- 1.7 **"Material(s)"** shall mean the goods, equipment, or products (or parts thereof) to be purchased or to be supplied in accordance with this Agreement and/or as specified in the Purchase Order.
- 1.8 **"Goods and Service Tax"** means the Central Goods and Service Tax Act, 2017, the Integrated Goods and Service Tax Act, 2017, the Union Territory Goods and Service Tax Act, 2017, the Goods and Service Tax (Compensation to States) Act 2017, the applicable State Goods and Service Tax Act as passed by the concerned State and all the rules made thereunder, relevant notifications, circulars, clarifications and orders issued thereunder and any amendments made thereto and any reference to Goods and Service Tax payable or cess payable means tax payable under any of the aforementioned laws.
- 1.9 **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question.
- 1.10 **"Purchase Order"** shall mean (i) the written instruction by Purchaser issued to Supplier for the provision of Material or Services under this Agreement, which shall include the specific requirements with respect to the scope of work, applicable rates and charges and the location of the Site; and (ii) if applicable, the oral instruction under this Agreement which shall be reduced to writing as soon as practically possible including the specific requirements described above.
- 1.11 **"Purchasing Group or Buyer Group"** shall mean and include Purchaser/Buyer and its Affiliates and the term "Buyer" or "Purchaser" may be used interchangeably for each other.
- 1.13 **"Representative"** in respect of the Purchaser and the Supplier to include the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier.
- 1.13 **"Services"** means the tools, equipment, materials, supplies and personnel to be provided by Supplier and the work to be carried out as specified in the Agreement and any Purchase Order. Provided however, that the same shall not include purchase / sale of Material.
- 1.14 **"Site"** shall mean the location where Purchaser wishes Supplier to supply the Material and/or provide the Services.
- 1.15 **"Specification"** includes but is not limited to assays whether typical or otherwise or the scope or technical parameters of the Material or Services attached to or referred to in this Agreement and/or any Purchase Order. Further Specification shall, in case of Material, always include being free from Defected material.
- 1.16 **"Supplier Group or Seller Group"** shall mean and include Supplier/Seller, its Affiliates and its and their sub-suppliers and suppliers of any tier and its and their respective Affiliates and the term Supplier or Seller may be used interchangeably for each other.

2. Acceptance of the PO

Seller accepts this Order and any amendments by signing the acceptance copy of the PO and returning it to Buyer promptly. Full or partial performance under this PO will also constitute acceptance of these T&Cs. These T&Cs shall only be modified by a written document signed by duly authorized representatives of Buyer and Seller.

3. Event of Default

Time is the essence of this PO. Buyer may by written notice of default to Seller terminate all or any part of this PO if Seller fails to perform, or so fails to make progress as to endanger performance of this PO in accordance with its terms, and does not cure such failure within a period of 24 (Twenty-Four) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure.

4. Penalty

In case of any delay in delivery of the Orders, the Seller shall be liable for liquidated damages amounting to 1% of the value of the PO for delay per week but not exceeding 10% of the value of the PO.

5. Price

The prices shall be mutually agreed between the Parties as agreed under the Special terms and conditions section of the PO.

6. Return, Replacement and Rejection

- 6.1 Notwithstanding anything contained in any other documents, the Seller shall be liable to accept back any of the Said Goods duly delivered and accepted under a Purchase Order in any of the following cases:
 - a. where any of the Said Goods are found to be damaged (it is clarified that an item forming part of the Said Goods shall be considered damaged even if only its packaging has been damaged); provided that the Buyer may, in such case, at its sole discretion, require the Seller to replace the damaged goods; or
 - b. where the goods actually delivered are different from the Said Goods, i.e. the goods actually ordered to be purchased; or
 - c. where there is delay in delivery of the Said Goods or in provision of any service(s) agreed to follow or accompany the Said Goods; or
 - d. where the customer of the Buyer cancels the order for purchase of the Said Goods from the Buyer (the Seller agrees that, in this regard, the Buyer's written advice stating that the back-up order has been cancelled shall suffice and the Seller shall not be entitled to seek evidence of such cancellation).
 - e. The incomplete products shall be returned to the Seller by the Buyer. The Seller shall ensure that products which are delivered to the Buyer are not in complete and all parts/ accessories are available
 - f. The Seller agrees that replacement of any of the Said Goods shall be at the same price and the Buyer shall not be required to pay any additional consideration therefor, notwithstanding that the price of subject goods may have increased at the time of replacement.
- 6.2 Where the said good is counterfeit, used, defected, expired, non compliant with the agreed parameters or unusable by the Customer; the goods shall be returned back to the Seller and Buyer is entitled to hold back payment of such goods to the Seller and the Buyer reserves the right to blacklist the Seller and also take action against the Seller. The logistics cost in case of such returns shall be paid by the Seller or Buyer shall adjust such costs from its payable to the Seller.
- 6.3 All such requests for return, replacement of the Said Goods shall be fulfilled by the Seller within 7 days of receipt of request from Buyer or as mutually agreed in writing. In case of any default pursuant to the Clause 6.1 and 6.2, Buyer reserves the right to do risk purchase or terminate the agreement.
- 6.4 In case of any default pursuant to the Clause 6.1 and 6.2, any advances paid to the Seller by the Buyer shall be returned to the Buyer within 7 days of expiry of the timeline as mentioned in the Clause 6.3. The Buyer reserves the right to levy the interest at the rate of 18% pa. on the outstanding amount pursuant to the Clause 6.3

7. Payment, Invoicing and Taxes

- 7.1 The Supplier shall submit the invoices (both original & duplicate) along with the delivery of the Materials or performance of the Services. The Purchaser reserves the right to reject the Materials or Services received without the invoices.
- 7.2 The Supplier shall ensure that the invoices submitted are complete in all respect and shall specify descriptions as required under the Goods and Services Tax and other Applicable Laws.
- 7.3 The Purchaser shall not be liable for any tax or levies or duties or charges for any reasons whatsoever, unless specifically mentioned in the invoice issued alongwith the delivery of the Materials. Supplier shall submit sufficient supporting document(s) along with its invoice for freight amount paid and consequently claimed by the Supplier, if the accepted freight term as "extra to be paid by the Purchaser"
- 7.4 Without prejudice to any other right or remedy, the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable by the Purchaser to the Supplier.
- 7.5 Supplier shall not suspend deliveries for any payment delays on account of genuine disputes.
- 7.6 If Buyer disputes all or any part of any invoice, it shall notify Supplier specifying the disputed parts thereof. Supplier shall withdraw the disputed invoice and submit an amended invoice for the undisputed amount and Buyer shall pay this amount within a reasonable time. Purchaser and Supplier shall endeavour to settle the disputed amount as quickly as possible through good faith negotiations.
- 7.7 **Audit and Inquiry:**
 - a. If Buyer has a reasonable basis to believe that Supplier or any Related Party has taken or failed to take any action that may subject Buyer or its Affiliates to liability under the Anti-Corruption Laws or any other non-compliances, Supplier agrees that Buyer shall have the right (but not the obligation) upon written notice to Seller, to make due inquiries from the Seller and its Related Parties to determine to Buyer's reasonable satisfaction whether any actions or failures to act on behalf of Seller or its Related Parties may subject Buyer to such liability, Supplier will cooperate in good faith. Buyer shall have a right to audit and inspect the premises of the Supplier in relation to the goods/services pertaining to the PO/Order. All the accounts and all other records of the Supplier related to the Order/PO shall be available to Buyer's auditors, consultants and its representatives for examination, audit, inspection and transcription.
 - b. Invoices shall be generated at the time of placing the order of Services or delivery of goods and shall contain the PO Number, item number, description of goods or services, quantities, unit prices, date(s) ren
 - c. Payment shall be made on the terms of next 60 (Sixty) days from the date of invoice. All claims for money due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's Orders with Seller.

8. Passing of Ownership, Risk, Copyright, Patents and other Proprietary rights etc. ("IPR")

- 8.1 Unless otherwise stated in the Purchase Order, Materials shall remain at the risk of the Supplier until delivered in a deliverable state to the Buyer or to any other third party as per the instruction of the Buyer and in the manner specified in the Purchase Order and subject to completion of sampling, performance testing or lab analysis by the Buyer as per the requirement of the specifications; or in case, manner of delivery is not specified in the Purchase Order, then shall only pass to the Buyer following full delivery and acknowledgement by possession of the Material to the delivery address by Purchaser or Purchaser duly authorized
- 8.2 Whenever Buyer is not the ultimate consumer of the Material, all rights, benefits and remedies conferred upon Buyer by the provisions of this Agreement, including specifically the benefit of any warranties and transfer of title, shall accrue to and shall be for the express benefit of any third party customer and on whose behalf or for whose benefit the Buyer has purchased the Material.
- 8.3 Where the Buyer and/or any third party customer on whose behalf or for whose benefit the Buyer has purchased the Materials rejects any Materials or Services in accordance with these conditions, such Materials or Services shall be deemed to have remained the property and risk of the Seller at all times
- 8.4 Repair, Replacement : Materials supplied by the Buyer to the Seller for servicing or repair shall remain from the time of collection or receipt until re-delivery at the place or places and in the manner instructed by the Buyer at the absolute risk of the Seller in regard to any loss or damage.
- 8.5 If any Material purchased or supplied or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR), Supplier hereby grants Purchasing Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge. Without prejudice to the above, the proprietary rights in relation to IPR of the Supplier shall continue to vest with the Supplier.
- b. Supplier shall provide at Purchaser's reasonable request any documentation necessary to confirm Purchaser's or any third party customer's ownership interest in such IPR. Suppliers shall retain ownership of any IPR vested in Supplier prior to this Agreement or created by Supplier outside of its performance of this Agreement during the term of this Agreement.

c. Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Purchasing Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the sale and/or use of the Material supplied or the Services performed and/or provided by Supplier.

9. Packaging

All goods must be packaged in the manner specified by Buyer and shipped in the manner and by the route and carrier designated by Buyer. If Buyer does not specify the manner in which the goods must be packaged, Seller shall package the goods so as to avoid any damage in transit

10. Representation & Warranties

10.1 The Supplier represents and warrants that:

- i. It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to supply Materials as detailed in the Scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.
- ii. It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.
- iii. This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- iv. The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- v. No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.
- vi. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;
- vii. It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Buyer, for use related to the Material/Services, and that any IPR provided by the Supplier shall not infringe the IPR of any third party;

10.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

10.3 The Supplier represents and warrants that:

- i. all Material or Services shall be supplied in accordance with the provisions of the Agreement/Purchase Order and with generally accepted industry standards with regard to quality, Specification, quantity, measurement, performance and/or functionality and are free from defects in material and workmanship;
- ii. if the Material are manufactured by reference to Supplier's data or other specified data provided to Purchaser, the Material shall have been manufactured in accordance with such data;
- iii. if the Material are manufactured to designs supplied by Purchaser, the Material shall have been manufactured in conformity with such designs and any approved working drawings;
- iv. it is aware of the purpose and usage of the Material by the Purchaser including the technical parameters attributable to the usage of the Material; and
- v. in the case of the Material or Services, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the Specification or on the drawings.

10.4 If Supplier is required to repair or replace defective Material, the warranty period shall renew for the repaired or replaced Material.

10.5 Specification Variation Buyer may, at any time, make changes within the general scope of the Agreement and/or Purchase Order by giving written notice to Supplier. Such changes may include changes to the technical Specification of the Material (where such Material are manufactured to order), quantities, method of shipping and/or packing, inspection standards and place of delivery. Upon receipt of such variation request, if any such change affects the purchase price and/or delivery date, Buyer and Supplier shall agree upon an adjustment to the price and/or delivery date. The change to the Specification and/or Purchase Order, together with any adjustment to price and/or delivery date, if any, shall be set forth in a revised Variation

11. Risk purchase

In the event of any delay in supplies or any breach in supply of the Materials or Services, the Buyer shall be at liberty to either (a) continue the contract with due liquidated damages; or (b) engage any other agency, parallel to the Supplier, to complete part of the balance supply at the risk and cost of the Supplier; or (c) cancel the contract and get the balance supply done from any other agency at the sole risk and cost of the Seller. The additional cost and expenses so incurred by the Buyer in procuring the whole or part of Materials or Services shall be liable to be recovered from the charges payable to the Seller or the Security deposit or Bank Guarantee so deposited by the Supplier.

12. Permits, licenses, encumbrances, liens etc.

12.1 The Supplier shall ascertain and comply with the Applicable Laws in performance of the Contract and shall obtain and keep in good standing all approvals, permits and licenses, right of way, as the case may be, which are necessary or expedient for the performance of his obligation under the Agreement. These approvals, permits and licenses shall be valid and acceptable under appropriate laws.

12.2

The Supplier shall not cause or permit any lien, attachment or other encumbrance other than for borrowings in the ordinary course of business.

13. Consequences of Default

13.1 If the Supplier, breaches any of the warranties or representation under the Contract; or breaches any other provision of the Contract or any of the Materials or the Services otherwise fail to comply with the provisions of the Contract; the Buyer shall notify the Seller of the failure of the Materials or Services to comply with the Contract or the breach of warranty, as the case may be.

13.2 If the Supplier fails to rectify such breach in supply of the Materials or Services under this Contract, which being capable of remedy are not remedied within 14 days of notice of such default, the Buyer may at its discretion and without prejudice to other rights and remedies under the Contract or otherwise, avail itself of any one or more of the remedies as hereunder:

- a. reject the Materials or Services (in whole or in part) which are not in deliverable state as per the conditions of the Contract at the risk and cost of the Seller and Seller shall immediately pay to the Buyer a full refund for the Materials or Services so rejected.
- b. give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Materials or Services or to supply replacement Materials or Services or substitute Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled within a reasonable period specified by the Buyer;
- c. refuse to accept any further deliveries of the Materials or Services or subsequent performance of the Services which the Seller attempts to make, in each case without any liability to the Supplier;
- d. carry out or procure that some other person carries out at the Supplier's expense any work necessary to make the Materials or Services comply with the Contract (including but not limited to freight, disassembly and reassembly);
- e. instruct the Supplier to suspend performance of its obligations under this Contract with immediate effect and to take such steps as the Buyer may direct in order to remedy such breach at the Supplier's expense;
- f. claim such damages foreseeable or otherwise as may have been sustained consequential to such breach or breaches of the Contract as per terms and conditions of PO taking into account the prevailing trade practice or scientific data of potential loss attributable to usage of such Materials or Services;
- g. obtain substitute Materials or Services or purchase substitute services elsewhere and recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the Materials or Services in substitution from another seller.

13.3 If the Buyer exercises its rights under conditions (b), (d) and/or (e) above in respect of Materials or Services which do not, in the Buyer's opinion, meet the requirements specified in the Contract, the Supplier shall grant necessary right to the Buyer to utilise the relevant Materials or Services until such time as they meet those requirements.

13.4 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on the Purchaser to accept any defective or sub-standard quality Material and/or Service, delayed delivery and/or performance of the Agreement and it is expressly agreed by the Parties that acceptance of such defective or sub-standard quality Material / Service, delayed delivery and/or performance by the Purchaser in its sole discretion, shall not prejudice any right / claim of the Purchaser to damages for supply of such defective or sub-standard quality Material / Service, delayed delivery and/or performance and / or for breach of the Agreement. In the foregoing, the Purchaser shall reasonably determine the amount of damages that shall be leviable upon / payable by the Supplier. Any damages so determined by the Purchaser shall be paid by the Supplier within fifteen (15) days. The levy of damages / acceptance of performance, as above, shall not prejudice any rights of the Purchaser as per other terms of this Agreement / Purchase order.

13.5 In the event of breach by the Supplier of its obligations under the Contract, the Buyer may terminate the Contract in whole or in part or to rescind the Purchase Order, in each case without any liability to the Seller.

13.6 Buyer reserves the right to reject Materials or Services in case it is supplied prior to the scheduled delivery date until otherwise specifically waived-off in writing by a representative from the Buyer's commercial department, prior to dispatch.

14. Assignment and Subcontracting

14.1 Supplier may not assign, sublet or subcontract its rights or obligations under any Purchase Order, in whole or in part, to any third party without the prior written consent of Purchaser, which the Purchaser may at its sole discretion accept or refuse. Supplier shall have a written contract in place for each approved sub-supplier prior to such sub-supplier performing any Services or supplying any Material. Supplier shall assume full responsibility for the acts or omissions of Supplier's sub-suppliers of any tier. All of Supplier's subcontracts, if any, for performance of the Services or the supply of Material shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order which protect and do not restrict Purchaser's rights as set forth in this Agreement and/or in the applicable Purchase Order.

14.2 Purchaser shall have the right to assign the Agreement / Purchase Order to its Affiliate or any third party customer. This Agreement shall inure to and be binding upon the respective successors and assignees of the Parties.

15. Inspection

The Order will be subject to inspection and test by Buyer at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery except as otherwise provided in this Order, but failure to inspect and accept or reject goods or services or failure to detect defects by inspection, will neither relieve Seller from responsibility for such goods or services as are not in accordance with this PO nor impose liabilities on Buyer for them.

16. Insurance

The Seller shall be liable to obtain storage and transit insurance for the product to ensure safe storage and delivery of the same. The entire liability for safe storage and delivery of the products shall fall upon the Seller, till the product is delivered to the Buyer.

17. **Indemnification** Seller shall indemnify and hold Buyer and its affiliates harmless and, on Buyer's request, shall defend each of them from and against any or all third party claims, demands, litigation, or proceedings of whatever kind, whether based upon negligence, breach of express or implied warranty, strict liability, infringement of intellectual property rights, or any other theory, and from and against all direct, indirect, special, exemplary, incidental or consequential damages of every kind whatsoever, arising out of, by reason of, or in any way connected with the goods and/or services, the design, manner of preparation, manufacture, construction, completion, or delivery or non-delivery of any goods and/or services by Seller, any breach by Seller of any of its obligations hereunder, or any other act, omission or negligence of Seller or any of Seller's employees, workers, servants, agents, subcontractors, or Sellers. Seller shall, on request, pay or reimburse Buyer or any other party entitled to indemnification hereunder for all costs and expenses, including attorneys' fees, as incurred by Buyer or such other party in connection with any such claim, demand, litigation, proceeding, loss, or damage.

18. Limitation of liability

Except as may be otherwise provided in this agreement, in no event shall either party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever. Buyer's aggregate liability arising from or relating to this PO is limited to 10% (Ten Percent) of the entire amount paid under the invoice.

19. Compliance with laws

Seller represents and warrants that it is in compliance with and all Orders supplied hereunder have been produced or provided in compliance with the applicable provisions of all the state, or local laws or ordinances and all related lawful orders, rules and regulations. Seller shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organization required in connection with the manufacture, performance, completion or delivery of any good and/or service

20. Anti-Bribery and Corruption Policy and Code of Conduct

The Parties shall at all times comply with Anti-Bribery and Corruption Policy and Code of Conduct of the Buyer.

21. Confidential or proprietary information

Notwithstanding anything mentioned hereinabove, all the documents, information or commercials shared by the Buyer to the Seller, unless stated otherwise, shall be considered as confidential or proprietary information.

22. Termination

Buyer may cancel all or any part of this Order at any time without prejudice to its rights and remedies under law or contract. Upon such termination, Buyer's liability will be limited to unpaid invoices raised by the Seller. The Seller

/Supplier expressly waives off all rights in relation to claiming any losses or damages from the Buyer in this regard. This Order shall terminate automatically, without notice, if Seller becomes insolvent or the subject of any proceeding under the laws relating to bankruptcy or the relief of debtor

23. **Miscellaneous:**

- a. **Transportation:** The Seller shall at its own cost transport the Order. The Seller shall also ensure that the transport used for transportation of products is clean and well equipped to protect from all weather conditions that can hamper the quality of the product.
- b. **Force majeure:** Any delay or failure in the performance by Buyer hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this T&C, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, pandemic, epidemic, lockdown, accident, restraint of government, governmental acts, injunctions, labor strikes and other like events that are beyond the reasonable anticipation and control of the Party affected thereby. The Buyer shall also be entitled to Terminate the PO immediately in case the Force Majeure event extends for a period of more than 7(Seven) days.
- c. **Remedies:** Each of the rights and remedies reserved to Buyer in this Order shall be cumulative and additional to any other remedies provided in law or equity. No delay or failure by Buyer in the exercise of any right or remedy shall affect any such right or remedy and no action taken or omitted by Buyer shall be deemed to be a waiver of any such right or remedy.
- d. **Publicity:** Seller will not use Buyer's name or logo in publicity, advertising, or similar activity, except with Buyer's prior written consent. Seller will not disclose the existence of this Order or any of its respective terms to any third party without Buyer's prior written consent
- e. **Notices-** All notices, requests for written approval and other communication provided for in this Agreement shall be submitted in writing and transmitted by registered post, prepaid registered airmail, courier service or facsimile transmission at the address of the Buyer and Seller. Either Party may, inform the other Party in case of any address change.
- f. **Governing law and Jurisdiction:** This order, these T&C, and all related transactions, will be interpreted under and governed by the laws of the Republic of India. The courts at New Delhi, shall have exclusive jurisdiction over any/all claims arising out of this T&C.
- g. **Severability-** If any provision of this T&C is held by a court of competent jurisdiction to be void, invalid, unenforceable or illegal, such provision shall be enforced to the maximum extent possible and the remaining provisions shall remain in full force and effect.
- h. **Waiver-** The failure of any Party to enforce any term or provision hereof shall not be construed to be waiver of such term or provision and shall in no way affect the right of such Party thereafter to enforce such term or provision or any term or provision hereof

This document "General Terms & Conditions" shall be read along with the Annexures: Special Terms and Conditions shall be deemed to be an integral part of the Purchase Order. Order Acknowledgement by the Seller shall cover acknowledging this document and the general terms and conditions mentioned herein as well.

These Conditions along with the Special Terms & Conditions shall apply and shall be incorporated by reference/deemed incorporated in any Purchase Order issued hereunder and shall prevail at all times between the Parties over any other terms and conditions with respect to the provision of Services or supply of Materials, except as modified, supplemented, or amended either: (i) by formal written amendment of this Agreement; or (ii) by incorporation of any special conditions into any Purchase Order. This Agreement, together with the Purchase Order, shall solely and exclusively form the contract between Purchaser and Supplier for the purchase of the Materials or Services to the exclusion of all other terms and conditions (including any terms or conditions which Supplier purports to apply to any purchase order, confirmation of order, specification, invoice or other document