

TERMS & CONDITIONS OF PURCHASE ORDER

F	P	03	Rev. No. 02 Dt. 01/04/2018
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1. It is ensured & guaranteed by you that the items supplied by you against this Purchase Order are strictly according to our specifications, drawings & samples approved by us. We reserve the right at any time to make changes in drawings & specifications as to material and/or work covered by this order & in such event if increase or decrease in the production cost is caused, the price set hereunder shall be equitably adjusted.
2. You do guarantee the use of good material & perfect workmanship.
3. All items manufactured by you according to our Blue Prints/drawings/designs/manufacturing data/specifications/dies/tooling etc. or information pertaining there to receive by you from us or from any other source, shall not be utilised by you or anyone on your behalf for the purpose of sale, manufacture or any other purpose, to or by any third party save as herein provided for. Any source detail provided by us, will have to be returned by you immediately on our demand.
4. Acceptance of the goods or services will be subject to the inspection & approval by us and our decision shall be final and binding on you.
5. The rejections shall be replaced by you free of cost within 15 days. Materials found defective subsequently shall also be replaced free of cost by you within 15 days from our intimation to you. For any rejection, appropriate cost, in respect of freight, octroi, insurance & other related expenses, will be recovered from you.
6. All rejected material will be stored by us at your risk for a period of 15 days from the date of communications of such information to you & you will arrange to lift the same at your cost.
7. The price once agreed upon, shall not be increased except when mutually agreed upon by us.
8. Payment for material on this order prior to inspection shall not constitute & acceptance thereof.
9. We reserve the right to cancel/amend this order, in full or part, at any time mentioned earlier.
10. The specific quantity ordered shall not be changed without our written consent. Any loss or damage which we may suffer in lieu of excess or short supply will be to your account in full.
11. In the event of any breach of this contract, such as no supply/delayed supply/short supply/substandard quality of product supplied etc., you hereby agree to compensate us in such manner as may be reasonably determined by us.
12. Non acceptance of this order shall be conveyed to us within ten days of its receipt by you failing which it will be deemed to have been accepted by you unconditionally.
13. Time of delivery is essence of this order & we reserve the right to cancel this order without liability or waiver of any other remedies, if deliveries are not affected as specified herein or according to written delivery schedules furnished by us. All such written delivery authorizations shall be deemed to be incorporated herein & made a part hereof.
14. It is agreed that disputes arising in respect of this order shall be decided by a competent court at Nasik & shall be subjected to the jurisdiction of Nasik Court only.
15. Send transporter's copy for cenvat as well as original invoice along with the material & take receipt of the same from our Store Department.
16. Supplier to provide GST compliant invoice containing all the particulars as per GST legislation and Rules. Further, it could be stipulated that In the event that the supplier fails to provide the invoice in the form and manner prescribed under the GST Act, Anand I-Power Ltd. shall not be liable to make any payment against such invoice.
17. Advance paid, if any, will be inclusive of any GST levy.
18. Invoice provided must bear the correct GSTIN of the recipient location in order to facilitate the Company to claim credit.
19. GST amount will be paid to the vendor only once the said amount is reflected as credit in the GSTR-2A and the vendor has made payment of taxes to the Government Exchequer.
20. In case there is any loss of credit or additional liability and / or interest etc. arising due to non-compliance by the supplier, the same shall be reimbursed by the supplier to Anand I-Power Ltd. After the stipulated date by Government the GST Tax amount payable if not paid by the supplier , company has a right to forfeit the amount.

- 21. Further in the event that the input tax credit of the GST charged by supplier is denied by the tax authorities to Anand I-Power Ltd. due to deficiency in documents/ compliance of the Vendor, Anand I-Power Ltd. shall be entitled to recover such amount from the supplier by way of adjustment from subsequent payments. In addition to the amount of GST, Anand I-Power Ltd. shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities on Anand I-Power Ltd.**
- 22. If the compliance rating prescribed under the GST Act of the supplier falls below the limit of as may be prescribed by company from time to time for any reason whatsoever, the PO shall be liable to be terminated with immediate effect and supplier shall be liable to pay such damages as may be reasonably estimated by Anand I-Power Ltd.**
- 23. Any taxes, as applicable, may be levied by Anand I-Power Ltd. on any penal payments/ other charges recovered by it.**
- 24. In case of detention due to lost / missing documents (E way bill) given by Supplier, service provider shall be responsible for loss, expenses, delayed delivery, damage or recovery of goods and bear any monetary cost (e.g. RTO, ED challan, GST Officer) for release of the consignments**
- 25. GST Number for Anand I Power Limited is 27AAACP0482E1ZP**