

## **GENERAL CONDITIONS OF PURCHASE ORDER:**

### **1.INTERPRETATION:**

(a) **Buyer** means IVL DHUNSERI PETROCHEM INDUSTRIES PVT. LTD., a company incorporated under the laws of India and having its principal place of business at

**Regd. Office:** Dhunseri House, 4A, Woodburn Park, Kol-700020, Phone No. : 033-22836128 to 33, Website: www.ivldhunseri.com

**Plant:** JL-126, Mouza-Basudevpur, P.O-Khanjanchak, Haldia, Dist.- Midnapore(E)-721602, West Bengal, India, Phone No. : 03224-273741/275947, Website: www.ivldhunseri.com

(b)**Seller** means person, firm, company being the supplier/vendor assigned for this Purchase Order.

(c)**Product** means the material or products for which the order is placed with the Seller.

(d)**Conditions** means these general terms and conditions which will govern the supply of Products and Services

(e)**Purchase Order** means the order placed by the Buyer with the seller for the Purchase of Products and Services.

(f)**Contract** means the contract for the supply of Products and Services concluded by placing a Purchase Order which is accepted by the Seller in Writing.

(g)**Services** means any training, consultancy, hardware or software services or support and execution of field job provided by the Seller.

2.Any special conditions mentioned in the Purchase Order shall be read in conjunction with these Conditions and all other documents forming part of this Contract. Where any of these Conditions are repugnant to or at variance with any provisions of the special conditions, the special conditions relating to purchase shall be deemed to override the provisions of these Conditions and shall to the extent of such repugnancy or variance prevail over these Conditions.

3.The Seller shall acknowledge the receipt of the Purchase Order within three days following the mailing/Email of the Purchase Order and shall confirm his acceptance of the Purchase Order in its entirety without exception. With Seller's acceptance of provisions of this Purchase Order he/it waives and considers as cancelled any of his/its own sales conditions.

4. The Conditions of this Purchase Order constitute the entire agreement and a binding Contract between the Parties hereto. Changes, if any, will be binding only if the amendments are made.

#### **5. DELIVERY TERMS:**

(a) **Delivery Date:** Time of Delivery as mentioned in the Purchase Order to be followed by the supplier.

(b) **Place of Delivery:** The Products shall be delivered/ dispatched strictly as per the instructions in the Purchase Order. All materials against Purchase Order will be accepted only between working hours i.e., 9.30 am to 5.00 pm unless otherwise specified. The Products comprised in any Purchase Order are not to be delivered or invoices on installments unless the same is specified in the Purchase Order or with the Buyer's written consent.

(c) **Delayed Delivery:** The time and date of delivery as stipulated in the Purchase Order shall be deemed to be the essence of the Contract. In case of delay in execution of the Purchase Order beyond the date of delivery as stipulated in the Purchase Order or any extension sanctioned, the Buyer shall be at his option either

# Accept delayed deliveries at price reduced by a sum/ percentage mentioned in the Purchase Order for every week of delay or part thereof.

# Cancel the Purchase Order either in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of the Seller without prejudice to its rights as mentioned under sub-clause 5(c)(i) above in respect of Products delivered.

(d) **Cancellation:** In case of poor performance or delay in execution of work, IVLDPIPL will have every right to withdraw a part or full and get the balance job done by other agency at your risk and cost and any claim whatsoever will not be entertained by IVLDPIPL. This order is subject to any changes or cancellations which may be required to be made from our end due to any situation arising on account of Coronavirus spread or due to any other reasons beyond the Buyer's normal control.

(e) **Penalty Clause:** If you fail to supply the ordered items in the stipulated time then same may be procured from other sources for which if any differential cost incurred by us, then same will be recovered from you.

(f) **Discrepancies:** If any discrepancy found then you will do the same at your cost within specified time as per the order.

(g) **Delays due to Force Majeure:** In the event of the causes of force majeure occurring within the agreed delivery terms, the delivery date can be extended by the Buyer on Receipt of Application from the Seller without imposition of Penalty. Only those causes which depend on the natural calamities, civil wars and national strikes which have duration of

more than seven consecutive calendar days are considered the causes for Force Majeure. The Seller must advise the Buyer by a registered letter duly certified by the local Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause/s delay immediately but in no case later than ten days from the beginning and end of each cause of force majeure as defined above.

(h)The Products shall correspond with the description or samples or the original specification thereof in full detail and must be delivered and dispatched within the stipulated time, as the case may be, otherwise the same shall be liable to be rejected and the seller shall be deemed to have wrongfully neglected to deliver the product according to the contract. The Buyer shall in that event at his discretion, be entitled to either purchase such Products from other sources on Seller's account in which case the seller shall be liable to pay the Buyer damages for non-delivery of Products for such wrongful negligence.

(i)**Packing:** Products supplied against this Purchase Order must be suitably and properly packed. It should be Eco-Friendly Type.

#### **6. EXAMINATION OF PRODUCT:**

Acceptance of Products supplied shall be subject to final approval by the Buyer. Specimen/ Machine proof should be submitted to Buyer and an approval thereto should be obtained in written before bulk production is undertaken in hand of all raw/packing materials. Irrespective of the fact that the Products are delivered to the Buyer by the Seller as per the destination specified by the Buyer and shall be dispatched as per Buyer's instructions, by rail or by road or by air. The Acceptance of delivery of products shall always be subject to detailed inspection at the Buyer's site or such other destinations as specified in the Purchase Order for ascertaining whether the Products are in conformity with the contract or not and until then in no event the Buyer shall be deemed to have accepted such Products and upon any rejection of Products in question, the seller shall be deemed to have failed to deliver the concerned products in accordance with the contract. Supplies against a Purchase Order should not exceed the order quantity. The Buyer will not be obligated to pay any additional charges for any additional quantity supplied during the subsistence of this Purchase Order or Contract. Any Changes to this Purchase Order Conditions should be duly acknowledged in writing by the Seller. The title and risk in the Products shall not pass onto the Buyer until and unless the Products have been finally inspected and accepted by the Buyer. The above items are subject to inspection by IVLDPIPL engineers after which it will be accepted.

#### **7. REJECTION/ REMOVAL OF REJECTED PRODUCTS AND REPLACEMENT:**

The Buyer shall undertake the inspection of the Products within 30(thirty) days of the delivery of the Products. In the event the Products are rejected then within seven days from the receipt of the intimation from the buyer of his rejection to accept the products, the Seller shall remove at his own cost, risk, and expense the rejected Products from the Buyer's

site or such other place wherever the products are stored. The Buyer should not be in any way responsible for or be held liable for any loss or deterioration of the rejected Products, whatsoever, and such products shall be at the Seller's risk entirely. The Seller shall pay to the Buyer reasonable storage charges for storing such rejected Products for a period exceeding seven days as aforesaid. Buyer reserves the right to test all products supplied against the Purchase Order as per Buyer's specifications and test methods, and if found not acceptable, the same will be rejected. Net Weights, volume, measurement determined by Buyer shall be treated as final and binding on the seller or his agent and the same will not be disputed at any cost. Rejected printed packaging materials will not be returned to the Seller but will be destroyed by the Buyer. All Other rejected Products shall be collected by the seller within a week from the date of intimation about rejection after which period such materials will be disposed off by the Buyer as scrap at Seller's risk. Nothing herein shall release Seller from the obligation to make full and adequate inspection of the Products sold hereunder. The Seller's manufacturing plant or such part of any manufacturing plant as may be engaged in manufacturing or furnishing the Product, together with cost records or orders placed on a time and material basis shall with reasonable notice be subject to inspection by the Buyer.

**8.BILLS/ INVOICES:** Each Purchase Order must be invoiced separately by the Seller and the Purchase Order number should be clearly mentioned on the invoice. If this procedure is not followed resultant payment delay could occur for reconciliation of the Purchase Order. All bills/ invoices for supplies made bearing sales tax registration number of the Seller should be marked to the Accounts Department, Buyer, in triplicate duly endorsed with Purchase Order Reference Number and date and be invariably accompanied by advice of dispatch, receipted copies of Delivery Challan, detailed packing list, Purchase Order copy and should also be accompanied by an appropriate certificate necessary under the Sales Tax Legislation. Such Bills/ invoices will be paid for by the Buyer as per the timelines mentioned in the Purchase Order or unless otherwise agreed and incorporated in the Purchase Order.

Original GST Invoice is required along with materials. You have to mention your GST & PAN No.in your Invoice.

**AMC Contracts**

1. At the time of advance payment against AMC work, you need to submit last month's PF & ESIC challans along with ECR copies and transaction confirmation slip towards payment for your PF & ESIC covered employees.
2. A declaration letter in case the employees of yours are out of the ESIC coverage. In such cases, group accidental policy document under Employees' Compensation Act, 1923 is mandatory.
3. Copy of Work Order and xerox copy of gate pass.
4. Work site clearance certificate by the vendor duly certified by the concerned HOD.
5. Red coloured stamp in the bill in case of MSME vendors.

## **Job Contracts/Manpower Supply**

1. You need to submit last month's PF & ESIC challans along with ECR copies and transaction confirmation slip towards payment for their PF & ESIC covered employees.
2. A declaration letter in case the employees of yours are out of the ESIC coverage. In such cases, accidental policy document is mandatory.
3. Copy of Work Order, xerox copy of gate pass, attendance register, wage register/wage slip, as applicable.
4. Job completion certificate from the concerned dept in case of final bill.
5. Work site clearance certificate by the vendor towards housekeeping duly certified by the concerned HOD.
6. Red coloured stamp in the bill in case of MSME vendors.

**9.WARRANTY:** Seller expressly warrants that all Products and Services Ordered or Provided hereunder shall conform in all aspects to any specification, quality, drawings, samples, and other descriptions furnished to or by the Buyer and will be merchantable and free from defects, in material, design, quality and workmanship. If Buyer has furnished Performance requirements for the Products Purchased hereunder, Seller further warrants that such Products shall be fit and sufficient for the Purposes for which Buyer intends them. In addition to other remedies the Buyer may have, Buyer may reject Products not conforming to the foregoing warranties whether or not such products have been previously accepted by the Buyer, or any prior payments have been made thereon. Seller further Warrants that no law, rule, regulation, ordinance, Executive Order of India, a state or local Government or any other Governmental agency including without limitation all laws, rules, regulations, ordinance and orders relative to Price, Price Discrimination, ages, Safety and compensation have been violated in the manufacture or sale of Products or in the Performance of Services covered by the Purchase Order. Seller agrees that the foregoing warranties shall survive delivery of acceptance of, and payment for the Products OR THE Services Provided hereunder and shall inure to the benefit of the Buyer and its customers.

**10.CANCELLATION:** In case of poor performance or delay in execution of work, IVLDPIPL will have every right to withdraw a part or full and get the balance job done by other agency at your risk and cost and any claim whatsoever will not be entertained by IVLDPIPL. This order is subject to any changes or cancellations which may be required to be made from our end due to any situation arising on account of Coronavirus spread or due to any other reasons beyond the Buyer's normal control.

On your order acceptance please update us your current status on MSMED Act.

**11. NO ASSIGNMENT:** This Purchase Order shall not be assigned to any other agency by the seller without obtaining prior written consent of the Buyer. The Seller represents and

undertakes that they are lawful owners, having a valid title over the supplied Products against this Purchase Order and are legally entitled to transfer, sell, assign, or license the said products. The Seller represents that it has complied with all the statutory compliances in respect of the manufacture, use, transportation, installation and transfer of the Products as per this Purchase Order. In case any further compliances are necessary for transfer, sale, transportation, installation or otherwise, the same shall be the Seller's responsibility and the Seller undertakes to comply the same.

**12. NON-WAIVER:** Failure of the Buyer to insist upon compliance of any of the Conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law, or failure to properly notify Seller in the event of breach or the acceptance or payment of any Products hereunder or approval of design shall not release the Seller and shall not be deemed a waiver of any right of the Buyer to insist upon the strict performance thereof or of any of his or their rights or reminded as to any such Products regardless of when Products are dispatched received or accepted.

**13. PRICE AND PAYMENT:** The Prices stated in the Sellers quotation for the Products should be based on Domestic/ International incoterms and should not have any value added or other tax duty or charge which may be imposed upon the production, storage, sale, transportation of the Products. Any such tax or charge shall be to the account of the Buyer. The Price quoted/ Purchase Order Price will remain applicable until delivery of products. The prices stated in the Seller's quotation for services exclude value added or other tax which may be imposed on the services. For Credit supplies Seller is not entitled to interest on any unpaid invoices. No Discounts will be sought for early payment. Payment date will be computed from the date of acceptance of Products or Service. Actual receipt only will be the determining factor in the scheduling of Payment of invoices. All tools, dies, patterns, Drawings or other equipment furnished or paid for by Buyer shall continue to be Buyer's property and subject to Buyer's disposition at any time; shall be held by Seller at its risk and replaced by Seller if lost, damaged, or destroyed and shall be used exclusively in the Preparation of Products ordered by the Buyer. No payments for Products or Printed packaging materials and blocks will be made unless the Blocks/ Design for the Particular jobs are returned to the Buyer in Good Condition.

**14. CONFIDENTIALITY:** Except to the extent required for the purposes of performing its obligations under the Contract, the Seller Will not use and/ or make available at any time during or after the Purchase Order execution to any third party any information and know-how relating to the Business or affair of the Buyer which is disclosed or otherwise in its possession under or in respect to the Purchase Order, Including the Contract and the Subject Matter. Seller shall not, without obtaining our written consent, in any manner advertise, publish, communicate, or otherwise divulge the fact that the Seller has

contracted to furnish the Product to the Buyer. Seller shall be responsible for matters within its control for the safeguarding of all information that is non-public, confidential, or Proprietary in nature regarding Buyer and the use and or application of Buyer's products that is disclosed or developed in connection with the work under this contract. Buyer shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of this clause by the seller. Such remedies shall not be deemed to be exclusive remedies of Buyer but shall be in addition to all other remedies available at law or in equity.

**15. DISPUTES AND JURISDICTION OF KOLKATA COURTS:** This Contract shall be subject to the laws of India. All Disputes relating to Purchase Order or Conditions or relating to the Price of the Products supplied there under or otherwise arising there from between the seller and the Buyer shall be subject to and be referred to the Court of Competent Jurisdiction situated within the limits of Kolkata. Purchase order issued is subject to jurisdiction of Kolkata.

**16. INSURANCE AND INDEMNITY:** Seller shall procure and maintain at all times adequate insurance against fire and other casualties covering all tools, patterns, fixtures, and material supplied by Buyer to Seller and Seller's insurance shall include a clause providing that loss, if any shall be payable to seller and Buyer as their interest may appear. When work of any description is performed in furtherance of Seller's obligation under the Purchase Order on the Premises of Buyer or any of Buyer's customers, Seller agrees that such services are to be rendered by Seller as an independent contractor and Seller shall provide all safeguards and take all necessary precautions to prevent the Occurrence of any accident, injury, death or loss to any personal property and shall be solely responsible, therefore, Seller will indemnify and will hold Buyer and Buyer's customers harmless from and against any and all claims, losses, damages, liabilities, fines, expenses, arising out of or in any way related to the Performance of the Purchase Order and the contract based thereon. Seller will take adequate measures to ensure compliance to all associated legal requirements. Seller shall try to prevent or mitigate any damage due to environmental pollution caused directly and indirectly by performance of this Purchase Order. In Such event, Supplier shall fully indemnify the Buyer against any third-party claims and penalties or fines that may arise there from. Seller agrees to indemnify and save harmless Buyer from and against all losses, liabilities, judgements, settlements, expenses including without limitation to attorney's fees or claims based on injuries or damages to any person or Property arising out of or in any way related to (a) the Purchase Order. (b) the breach of any obligation or warranty hereunder or (c) the delivery condition, use or operation of the Products or Services Purchased hereunder, whether such products are in equipment, machinery, or Products sold by Buyer to third-parties, and Seller agrees to and shall assume on behalf of Buyer, upon its demand (without regard to the real or apparent merit of the said action), the defense of any court or agency actions which may be brought against the Buyer.

**17. EHS:** Supplier will take adequate measures to minimize adverse impacts on environment due to his activities like manufacturing, transportation and comply with all associated legal requirements. If Goods include hazardous materials, the Seller represents and warrants that the Seller understands the nature of any hazardous associated with the manufacture, handling and transportation of such hazardous material.

MSDS to be provided if not provided earlier with your Chemical/Acid Supply.

TREM Cards must be provided along with any hazardous chemicals on transit.

We are SA 8000-2014 certified company, and we believe that you will follow & abide by all the requirements of SA 8000-2014 in all respect. VIZ not to employ child labour, not to use forced & compulsory labour, maintain safe & healthy work environment, no discrimination policy, allow freedom of association, maintain working hour as per law, maintain disciplinary practices as per law, pay at least the legal minimum wages and confirm its compliance to us.

**Safety :** You should take necessary precaution and use all safety appliances to ensure safety of your men, material and machinery, engaged for the work and you shall be held responsible for any mishap or accident at site and you have to pay the required compensation to the injured person or his family. IVLDPIPL will no way be responsible or liable for the same. We reserve the right to stop the entry in to our premises of persons not adequately trained and protected with PPEs.

**18. INTELLECTUAL PROPERTY RIGHTS:** Seller warrants that the products specified herein and their sale or use alone or in combination according to the Seller's specification or recommendations, if any will not infringe any patent copyright or trademark. In case the Products constitute patent, copyright or trademark infringement and their use is enjoined, Buyer may at his sole option, pursue any remedy or remedies available at law or in equity, including without limitation, requiring Seller to Procure for Buyer the Right to continue using such Products, modify them so they become non-infringing, remove them and refund the total purchase price thereof. Seller , as part of consideration of the Purchase Order and without further costs to Buyer , hereby grants Buyer, an irrevocable, non- exclusive, royalty, right and license to use, sell, manufacture, and cause to be manufactured Products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with the Seller's performance of the Purchase Order, and Seller hereby grants to buyer a license to repair, rebuild, or relocated and to have repaired, rebuilt or relocated the Products purchased by Buyer under the Purchase Order.

**19. GRATUITIES:** Seller has not and will not offer or give to any employees, agent, or representatives of Buyer any Gratuity with a view to securing business by influencing such persons with respect to terms, conditions or Performance by any contract with or order



from the Buyer. Any breach of this clause will be a material breach of each and every contact between Buyer and Seller.

**20. LIMITATION OF BUYER'S LIABILITY:** In no event shall Buyer be liable for anticipated Profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of connected with resulting from the Purchase Order or the Contract based thereon, or from the performance or break thereof, shall in no case exceed the price allocable to the Products or Services delivered hereunder must be commenced within one year after the cause of action has accrued.

**21. COMPLIANCE:** Seller represents and warrants that Seller (a) shall not, directly or through any third party, give, promise or offer any Bribe, or request, agree to receive or accept any bribe, in connection with the Purchase Agreement or its dealings with Indorama. (b) confirms that it is not a government official and is not affiliated with any such official. (c) shall have in place adequate procedures to prevent those performing the Purchase Agreement on Seller's behalf from committing bribery and (d) shall keep accurate and true records that are not misleading of all payments made under the Purchase Agreement or its dealing with Indorama. "Bribe" and "Bribery" shall mean any payment or transfer of value, or any other payment commonly held to be improper, and any act that would breach the US Foreign Corrupt Practices Act. The UK Bribery Act or any equivalent legislation of any OECD member state or other country shall be considered a bribe.

"Purchasing Agreement" shall mean any and all purchasing contracts, agreements, purchase orders or any other Purchasing relationship no matter orally or in writing (collectively referred to as the Purchase

A Breach of this sub-clause (ii) by Seller shall entitle Indorama to terminate the Purchase Agreement immediately upon written notice and Supplier shall indemnify and keep Indorama indemnified against all actions, proceedings, costs, demands, and expenses arising from such a breach and termination.

**22. MISCELLANEOUS:** This Purchase Order, as the same way be amended or modified in writing, and any other document referred to herein supersedes all prior understandings, transactions and communication, or writing with respect to the matters referred to herein. When Seller has not expressly accepted this Purchase Order, Seller, by commencing work hereunder, shall be deemed to have agreed to all provisions hereof.

On your order acceptance please update us your current status on MSMED Act.

GST amount will be released, after all the compliances under GST are duly complied by the vendor and the credit is reflected in the GSTN site.

For the Contract/Agreement of Raw Materials / Coal to be considered as full and final in term of Pricing, Payment, Termination/cancellation of Contract, Jurisdiction etc over and above to the General Terms & Conditions.