

## ANNEXURE - A

### GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

- 1 This order contains the final and complete agreement between purchaser and seller and no other agreement in any way modifying any of its terms and conditions will be binding upon purchaser unless made in writing and signed by an authorized representative of purchaser.
- 2 Seller shall send his acceptance to this Purchase Order within 48 hours of receipt of the same. However acknowledgement of receipt of this order or shipment of goods or performance of services against it constitutes acceptance hereof.
- 3 All goods shall be delivered in accordance with specific shipping instructions issued by Purchaser otherwise the difference in freight rates will be charged to Seller's account. The Seller shall inform the dispatch particulars to the Purchaser by email / fax / telephone immediately after the material is despatched.
- 4 You shall pay your GST liabilities "on time" as per the deadlines given the Government. You shall then immediately submit the Copy of Return filed and copy of Tax Paid Challans to us. If we notice at any point of time that your Company has not paid the GST on time we would recover the corresponding amount from your subsequent payments. And for such payments you shall provide the Credit note to us within 2 working days (max) from the date of intimation.
- 5 Each consignment should be accompanied with documents such as Delivery Challan, Invoice (duplicate for transporter), Tax Invoice, Commercial Invoice, MSDS, Mill's Certificate, Test Certificate, LR copy, Pre dispatch inspection report (as applicable) etc. All the documents contain the Purchaser's name, the purchase order number, description of the goods etc. Payment of GST shall be made against receipt of respective invoices only.
- 6 Unless otherwise specified separately , consignee shall be Rothe Erde India Pvt. Ltd., Gat No. 429, Village Wadivarhe, Post Gonde, Taluka Igatpuri, Dist: Nashik Maharashtra PIN 422 403.
- 7 The time for delivery of goods or the performance of services as specified in the purchase order is of the essence of this order. If Seller fails to deliver goods or perform the services at the time specified herein, Purchaser may cancel this order and purchase the goods / services from elsewhere and differential cost & charges shall be borne by the Seller. In case of any anticipated delay in delivery of goods or the performance of services, the Seller should notify the Purchaser well in advance.
- 8 The Buyer reserves the right to refuse the acceptance of goods supplied ahead of delivery schedules and also reserves the right to alter the delivery schedules.
- 9 Delivery to the Transporter, whether designated by Purchaser or not, shall not be considered delivery to the Purchaser, and delivery by the carrier to Purchaser shall not be considered acceptance of any damaged, defective or otherwise unsatisfactory goods. Goods shipped pursuant to this order shall remain at the risk of Seller until the same are in fact received and accepted by Purchaser. Purchaser do not accept any liability for any shortage, damage or deterioration of the goods in transit.
- 10 Transit insurance of the goods will be to Purchaser's account, unless otherwise stated in the Purchase Order.
- 11 All goods delivered or work performed shall be subject to the inspection and acceptance of Purchaser at any time within thirty days after receipt of goods or completion of the work. In case of rejection of any material, the same shall be immediately removed by Seller at their cost and in case of failure of the Seller to do same, the Purchaser will have liberty to dispose off the goods at

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- Sellers cost and Risk. Purchaser does not accept any liability for any shortage, damage or deterioration of the rejected material lying in their stores.
- 12 **RECEIPT DOES NOT CONSTITUTE ACCEPTANCE.** Signature of Purchaser's representative on Seller's shipping documents does not constitute acceptance of any Terms and Conditions printed thereon.
- 13 Seller warrants that the goods and/or services covered by this order will comply with the specifications, drawings, descriptions or samples furnished or specified by Purchaser and that such goods will be merchantable, of good material and workmanship, free from defect and fit for the particular purpose or purposes for which they are to be used. The Goods supplied or Services offered shall be in acceptable condition, shall operate satisfactorily for a period of 12 months from the date of usage or 18 months from the date of receipt whichever is earlier, and shall conform to all applicable occupational health and safety standards.
- 14 **Force Majeure :** Purchaser shall not be required to accept or pay for any goods or services covered by this order, if prevented from accepting and utilizing the same by reason of any strike, accident, fire, government act, or any other condition beyond the reasonable control of Purchaser.
- 15 Seller agrees not to assign this order or delegate the performance of its duties hereunder without the prior written consent of Purchaser.
- 16 Any disputes relating to the order shall be deemed to have arisen in Nashik and subject to Jurisdiction of Nashik Court.
- 17 With respect to statutory & Regulatory norms , your transporter should carry the valid documents such as Registration Certificate, Road permit, Insurance Cover, Transporter's Vehicle Driving License, PUC, Term Card, vehicle age etc
- 18 You / Your transporter shall comply with all the legal obligations as specified under Motor Vehicles Act
- 19 All payments will be made after deducting TDS as per statutory rules.
- 20 While charging the GST amount in bill, you shall mention our GST number and also your GST number on the invoices, failing which the tax amount will not be paid.
- 21 While issuing Excise invoice, you shall mention Excise Reg. No, Range, Division, Commissionarate and E.C.C. No. failing which Cenvat amount will be debited to your account (if applicable).
- 22 Our PAN no, Sales tax, Excise, GST details are as below:  
GST number - 27AADCR3029G1ZJ  
PAN No.: AADCR3029G  
VAT TIN No. 27890566763V dtd. 18.10.2006.  
CST TIN No. 27890566763C dtd. 18.10.2006.  
Excise Reg. No. AADCR3029GXM001. Range: 5, CFC Building Ambad, Nashik  
Division: II, Jande Park, Takli Road, Nashik  
Commissionarate: Gadkari Chowk, Nashik  
E.C.C. No.: AADCR3029GXM001.  
CIN No: U27109MH2006PTC161325  
Primary place of Business - Rothe Erde India Pvt. Ltd.  
Address - Gat No.429, Village#Wadivarhe ,Post-Gonde, Taluka # Igatpuri, Dist :- Nashik # 422 403 , Maharashtra, India.  
Type of service provided - Manufacturer of Bearings with HSN 84821090
- 23 **Storage and Packing related requirements -**  
a) Goods shall be properly packed and shall be convenient to handle while unloading at our end.

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- b) You shall adopt standard, robust and eco-friendly method of packing the material. The quality of packing shall be such that there are no risks of transit damages, leakages, material getting wet, material getting corroded etc.
  - c) You shall ensure proper and adequate identification of the material on the packing.
  - d) You shall avoid overloading of vehicles. If you do not honor this requirement and if we have to incur additional costs then such amount will be recovered from your payments.
  - e) You shall not supply the material which is "expired" for further use.
  - f) You shall ensure that quantity's mentioned in delivery challans and in the invoices always matches with the quantity despatched to us physically. In case any short receipt of material is noticed then the payments shall be released for the quantity actually received and accepted by us.
  - g) If you are using Plastic bags in packing the material then you shall ensure that the thickness of plastic bags fulfils the requirement specified by Pollution Control Board time to time.
  - h) You shall also comply any other Storage and Packing related requirements if specifically mentioned in the respective Purchase Order.
- 24 **SAFETY RELATED INSTRUCTIONS** - As per the requirement for OHSAS 18001:2007 Certification the Contractor is required to follow the below mentioned Instructions -
- a) Contractor shall provide the safety measures like safety shoes, safety belts, hand gloves, uniforms, helmets to their employees at their cost. In case the same is not provided by Contractor, the same will be provided by REIPL & the cost of the same will be debited to Contractor.
  - b) Contractor shall abide by all the safety rules and regulations prevailing at the time of performance of the services and also arrange for safety training of their employees, as practiced by the Purchaser.
  - c) Contractor will be solely responsible at all time for proper control & supervision of their employees while on duty and to initiate a disciplinary action wherever lapses occur on the part of their employees.
  - d) Contractor shall not do or commit to do anything which may cause damage to the property of REIPL.
  - e) Contractor will obtain suitable insurance cover for all the workers employed by Contractor to perform the activities under this work order, to cover the life/ medical expenses in case of any eventuality and to keep such insurance cover effective and valid. Contractor will submit a copy of the insurance cover obtained as mentioned above to REIPL administration department/concerned site authority before Contractor undertake the activities under this work order. Payment of Compensation arising out of any accident on work site shall be the responsibility of the contractor.
  - f) Any of Contractor's employees if found medically unfit or any other reason, Contractor will have to replace such employees as and when they are called upon.
  - g) Contractor shall ensure that their workmen are covered under workmen compensation policy and a copy of such insurance policy taken by Contractor should be submitted to REIPL immediately after receiving a copy this work order.
  - h) Contractor shall obtain either of the following permits before commencing the work - hot permit/ excavation permit/ electrical permit/ confined space permit/ maintenance or operations work permit / working at height permit/ relevant permit as per the job requirement from our concerned authority.
- 25 **Environment Management Related Instructions:** As per the requirement of ISO 14001:2004 (EMS) Standard the Supplier is required to follow the below mentioned Instructions -
- a) Supplier shall abide by statutory rules & regulations as required by environment management system from time to time & include maintaining high standard of housekeeping at respective work areas.
  - b) Supplier shall ensure that packing material used will be Eco-Friendly, Bio-Degradable & Recyclable.

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- c) Whenever Supplier / their representative / their nominated transporter is visiting REIPL premise the Contractor shall ensure that the vehicle has valid PUC Certificate and the person driving the vehicle has valid Transporter's Vehicle Driving License. In the absence of these documents the vehicle will not be allowed to enter REIPL premise.
  - d) In case the Contractor uses wood in packing of material then the Contractor shall ensure that the wood is procured by them against valid legal documents (TP) in compliance with Indian Forest Act, 1927. It is your sole responsibility to comply with all the legal requirements and follow the guide lines issued by Indian Forest Department from time to time.
- 26 You shall mention our PO number on all your Invoices without fail.
- 27 You shall always comply to all the guidelines and requirements of e-way bills.
- 28 You shall submit the detailed corrective & preventive action report on any kind of quality issue, detailed corrective and preventive action report feedback on less Vendor Rating within 10 calendar days to the buyer.
- 29 You shall pro-actively seek our feedback for your performance on a quarterly basis and you shall pro-actively take an improvement target of minimum 2% on previous year's performance.
30. REIPL shall impart awareness training on EMS, OHSAS in their premise if you demand.