

## General Terms and Conditions

### 1. Quality

All materials supplied must conform to our specification. All supplies shall be subject to inspection and acceptance at our factory site and our decision in the matter of acceptance shall be final and binding upon you

### 2. Quantity

Supplied quantities must not exceed the ones stipulated in our purchase order unless requested by us in writing. Treatment to excess supplies shall be governed by clause no. 3 herein below.

### 3. Defective and Excess Supplies

Poona suppliers: Deliveries not according to our specifications or exceeding quantity stipulated must be removed from our premises within ten days from the date of Intimation letter to you. In the event of your failure to collect the material within this stipulated time, we shall at our option dispose it off as scrap and return the realized value to you after deducting our expenses.

**Outstation suppliers:** Delivery not according to our specification or exceeding quantity stipulated may, at our option be returned to you without giving any advance intimation at your risk and expenses including freight both ways and after deducting our expenses If Intimation of rejection is sent to you, the material must be removed from our premises fifteen days from the date there of In the event of your failure to collect the material within this stipulated time, we shall, at our option dispose it off as scrap and return the realized value to you after deducting our expenses or return to you the material at your risk and expenses including, freight both ways after deducting our expenses.

**General** We also reserve the right to charge you rental for the period that the material lies in our premises beyond the stipulated time Payment shall not constitutes receipt of the material nor shall it impair our right to count, weight measure, inspect or approve the material. All payment made for materials which are subsequently rejected must be refunded to us immediately in receiving our intimation In case such payments are not made immediately the company shall be entitled to charge simple Interest of 20% per annum till the date of repayment.

### 4. Delivery

All deliveries must be as per schedules stipulated in our purchase order and by the shortest route. The mode of Transportation shall be as Indicated in purchase order we reserve the right to return supplies made In advance or beyond the delivery schedule.

All consignments should be addressed to BECK INDIA LTD. 147. Mumbai-Poona Road, Pimpri. Pune 411 018. Unless specifically instructed otherwise Deliveries must be made on week days between the hours of 9a.m. to 1 p.m. and 1.30 p.m. to 3.30 p.m. but not on 2nd & 4th Saturday. Sundays and factory holidays. If any material supplied by the seller is rejected by us or if deliveries are not made by von within the time prescribed in this prescribed in this order, we shall be entitled to cancel this order or any unfulfilled portion there of (as the case may be) in either case without prejudice to our right.

a) to purchase elsewhere without any notice to you on your account and risk

b) to recover from you all loss damages, costs, charges and expenses sustained directly or indirectly by us in the process of purchasing elsewhere.

### 5. Extra Charges

All extra charges such as sales tax, Excise duty, freight packing and forwarding, cartage etc. shall be payable to you only if specifically stated on this order. **Pimpri-Chinchwad Municipal Corporation octroi shall be borne by us. if applicable, octroi Account No. 6 must be quoted in your delivery challans.** All material being supplied from beyond Pimpri Chinchwad Municipal Corporation limits must be recorded at respective octroi post and receipt should

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be obtained by the supplier. Octroi receipt should be produced in such cases along with the Delivery challan by the supplier

### **6. Payments**

Unless otherwise specifically agreed all invoices will be paid on the expiry of sixty days from the date of receipt material or 30 days from the date of receipt of an invoice acceptable to us. Whichever is later subject to material being inspected and accepted.

### **7. Set-Off**

We reserve the right at all times to set-off any amount which is due from us to you against any amount recoverable from you in respect of any other transactions.

### **8. Work on our Premises**

If suppliers work under this order involves by supplier on premises the supplier shall take all necessary precautions to prevent the occurrence of any injury to any person or property during the progress of such works and except to the extent that any such injury is due to solely and directly to supplier's gross negligence as the case may be shall indemnify us against all losses which may result in the way from any act or omission of the supplier his agent employees or sub-contractors & supplier shall maintain such public liability property damage & workmen's compensation of Employer's Liability insurance as will protect us from the said risks & from any claim under any applicable workmen's compensations Act supplier shall be responsible for all payments to their personal including payment of E.S.I. Contribution gratuity. Bonus, Leave Wages, Provident fund and all the rights and benefits provided by law compensation for industrial accidents etc. and we shall not in any way be responsible for any these payments.

### **9. Termination**

If the supplier ceases to conduct this operations, in normal course of business (including to meet the obligations as they mature) or if he shall become insolvent or compound with his creditors. It shall be lawful for us cancel this purchase order without any notice to the supplier Upon such cancellation of the purchase order, we shall be liable to pay for only such deliveries of material as are made to us prior to the said cancellation of the purchase order.

### **10. Confidential Information**

Supplier agrees not to disclose to any outside person or not to use for any purpose other than to fulfill his obligations under this order which has been disclosed to seller by us in confidence and which is not otherwise publicity available. Upon termination of this order supplier agrees to return to us all drawings, blueprints, descriptions or other material received from us and all materials containing the said confidential and it is understood that any information received by us will not be confidential nature.

### **11. Failure to Accept Deliveries.**

We shall be under no liability to accept deliveries of the materials when such failure is due to act of God floods, strikes, lock-outs, labour troubles, transportation embargos or any other cause whatsoever beyond our control.

### **12. Warranties**

The suppliers shall be liable and responsible for any defect in the compensation or substance of material defects in workmanship or process of manufacture and in the design of goods and shall make good by FREE replacement or repair from the defect composition or substance of material defective workmanship or process of manufacture or design within a period of twelve calendar months from the date receipt of such material by us.

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### 13. Jurisdiction

It is expressly agreed that this contract shall be deemed to have been entered into in Poona and only competent courts within the jurisdiction on any claim, dispute that may arise out of this contract.

### 14. Transit Insurance

Unless otherwise stated specifically. Transit insurance shall be taken by us. The cost of such Transit insurance if included by the supplier in this quotation shall not be paid by us. The supplier must communicate to the consignee indicated in the purchase order the relevant dispatch particulars immediately on dispatch of the material on telex telephone.

### 15. Details for Supplies to be made to

	MAHARASHTRA (PIMPRI WORKS)	GUJARAT (ANKLESHWARWORKS)
a) <b>Central Excise Range :</b>	} Central Excise and Service Tax Large Tax Payers Unit (LTU) Mumbai -400 005.	Central Excise and Service Tax
b) <b>Divisional and Office :</b>		Large Tax Payers Unit (LTU)
c) <b>Commissionerate :</b>		Mumbai -400 005.
d) Sales Tax VAT TIN No. & : 27030351023V dt. 1.4.2006 Dt. CST TIN No. 8. Dt. : 27030351023V dt. 1.4.2006	G.S.T /TIN No.: 24210900770 dt. 01.07.2002 C.S.T: 24710900770 dt. 19.09.1979	
e) Permanent Income Tax No. : AAACD0538M	AAACD0538M	
f) New ECC No. : AAACD0538MXM001	AAACD0538MXM001	
g) CIN : L24222PL1956PLC134746		