



Hero Motors Limited
 10-K.M.STONE,G.B NAGAR
 PINCODE-203207
 Ph No : 0120-2674207/208/205
 GST NO : 09AAACH8459F2ZB
 PAN NO : AAACH8459F
 CIN : U29299PB1998LC039602
 Email : works@heromotors.com

PURCHASE ORDER
 06 Capital PO

Vendor Code : 552558
 Claritus Management Consulting Pvt. Ltd.
 A-27C, 2nd Floor, Sector-16,Noida
 Uttar Pradesh, India, 201301

Gautam Budh Nagar, 201301
 Email Id :
 Phone No : 9560344771
 Fax No : GST No.: 09AACCC3838K1ZF

Document Number : 7300600692 / 0
 Document Date : 17.10.2024
 Amendment Date : 17.10.2024

Contact Person : Mr. Sunil Kumar Chooramani
 Phone : 9818672918
 Email : herocycleautomailer1@herocycles.com
 Reference :

Please arrange the items specified below subject to all terms and conditions incorporated herein and in the annexure to this PO. PO number and item code must be mentioned on delivery challan & invoice. Original invoice is to be sent to manager(Accounts). Your consignee should contain one copy of invoice along with excise and TAX ID copies.

Currency : INR

Sr No.	Item Code	HSN Code	Item Description	GST Rate	UOM	Qty	Rate	Discount	Net Value
1			O365 Bus. Std	18.000	AU	1.000	5,830.00		5,830.00
						Delivery Schedule	18.10.2024		

Total : FIVE THOUSAND EIGHT HUNDRED THIRTY

5,830.00

Total item Disc.

0.00

CGST@

9.00 %

524.70

SGST@

9.00 %

524.70

1,049.40

Total

Grand Value

6,879.40

TERMS AND CONDITIONS

Terms of delivery : Noida

Payment Terms : 30 Days After Receipt Of Invoice / Material

Delivery Address : As Above / Third party name and address

DETAILS

Terms and Condition :

PR NO- 7305600745

Capex No. 730000802,

Refrance PO :7200300433

Required Ms office 365 Bus. Std. for Mr. Sonu and Mr. Yuvraj.

Ms office 365 Bus. Std Lic cost: 583/M*2 Nos=1166/M (2 Users Count)

Lic required for 5 Month.

Po Valid from 1 Nov 2024 to 31.03.2025.

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INDEMNIFY IN CASE OF NON-COMPLIANCE: Seller is required to record correct supplies in GST returns on timely basis. In case of mis-match, Seller is under obligation to correct irregularities in return on timely basis. As per the GST law, buyer will get the credit of taxes paid only when the respective seller has paid the tax against said transaction to the account of appropriate government. If any loss incurred by the buyer on account of non-compliance or non-payment of taxes by the seller, then seller will indemnify and make good a loss to the buyer for any such loss/ expense incurred.

This is electronically generated Purchase Order hence no physical signature is

TERMS AND CONDITIONS OF OUR PURCHASE ORDER

[These terms & conditions between Hero Motors (referred to as #Buyer") and recipient of the Purchase Order referred to as #Supplier") forms an integral part of the Purchase Order, to which the Supplier agrees by accepting this Purchase Order]

GENERAL

The Supplier shall carry out services and ensure deliverables to Buyer as per agreed purchase order and mutually agreed scope of work, product specifications, delivery schedule, roles and responsibilities assigned to the Supplier and the instructions given. The Supplier can subcontract its obligations only with the prior written consent of the Buyer.

The Supplier agrees to comply with all mutually agreed process & quality requirements in carrying out the services and/ or delivery of products. In case of any deviation in agreed conditions related to process / quality / specifications / logistics etc the Supplier shall ensure written consent from the Buyer in advance.

The Supplier shall submit required Material Test Certificate and Inspection Report of the product supplied by the Supplier either prior to or along with the delivery of the deliverables. Supplies made without the aforementioned documents shall not be accepted by the Buyer.

The Supplier is responsible to source raw material and consumables from approved sources as prescribed by the Buyer wherever applicable. It is further clarified that the Supplier shall be responsible for any non-compliances related to regulatory requirements in this regard.

Delivery challans / invoice (in quadruplicate) made separately for each order, should Buyer all supplies. More than one invoice should not be made for deliverables delivered against a single challan.

The Supplier shall ensure compliance of essential details in documentation as may be demanded by the Buyer from time to time, which will include Supplier code, Purchase order numbers, Drawing number, Part number / description of the relevant deliverable, Dates etc.

The Buyer has the right to modify the deliverables received from the Supplier for employment in its range of products (existing or future) for the purpose of manufacturing, assembling, sale, distribution and export of such range of products (existing or future). Further, to clarify the Buyer is not required to make any payments in addition to the payments already made by the Buyer to the Supplier for the purpose of exercising the rights mentioned in this paragraph.

All information including without limitation, samples, technical data (drawings, specifications, catalogues, manuals, CAD data, trade secret, standards or results etc), business information, information with respect to operations / plans of the Buyer or launch of new products (#Confidential Information") supplied to the Supplier by the Buyer shall, without regard to duration of time, be kept as secret and be used only for the limited purpose for which it is supplied to the Supplier, and will not be sold or disclosed to any third party by the Supplier. The Confidential Information shall be returned by the Supplier to the Buyer as and when demanded by the Buyer failing which the Supplier is liable for breach of trust and other actions as may be deemed fit by the Buyer (including indemnity for any losses incurred by the Buyer arising out of or in relation to breach of confidentiality obligations by the Supplier).

Any deliverables manufactured by Supplier for the Buyer, from the Confidential Information provided by the Buyer must not be sold in the open market, to direct/indirect competitors (existing or future) of the Buyer and their affiliates or subsidiaries or to other manufactures/distributor unless permitted by the Buyer in writing. Further, the Supplier should also not deal with or do any act with, whether directly or indirectly, direct/indirect competitors (existing or future) of the Buyer and their affiliates or subsidiaries using the Confidential Information supplied by the Buyer to the Supplier. In case the Supplier commits the breach of conditions mentioned in this paragraph, then in addition to other rights of the Buyer, the Supplier shall also be liable to indemnify the Buyer for all losses incurred by the Buyer arising out of or in relation to the breach of the conditions mentioned in this paragraph.

The Buyer is an ISO 14001 certified organization. It is obligatory on our part to promote environmental friendly, Healthy & Safer Work practices with all our associates.

Therefore, you are requested to develop and follow environment friendly, Healthy & Safer Work practices in your business/manufacturing processes and comply with statutory requirement applicable to your trade.

REPRESENTATIONS AND WARRANTIES: In addition to the implied warranties and conditions available to the Buyer under law and such other representations and warranties as may be detailed in any other agreement between the Buyer and the Supplier, the Supplier hereby represents and warrants to the Buyer as follows: (a) deliverables will be in compliance with the Indian laws, standards and regulations as well as those regulations in countries pertinent for Buyer Buyer's purposes to the extent such countries have been communicated by the Buyer to the Supplier in writing; (b) deliverables conform to the specifications communicated by the Buyer to the Supplier; (c) deliverables will be industrially / commercially reproducible; (d) the deliverables will be free of all defects and without any faulty materials or poor workmanship; and (e) deliverables will not infringe intellectual property rights of third parties.

VIOLATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS: In the event of an infringement of any intellectual property rights of third parties by the Supplier the (i) the Supplier shall either acquire necessary rights for use of such intellectual property rights of the third parties; or (ii) undertake re-designing and development of the relevant deliverables to ensure that the revised deliverables do not violate any intellectual property rights of third parties. Provided that in the event the Supplier undertakes re-designing and development, then such redesign and development by the Supplier shall be at no cost to the Buyer and the re-design and development will be done within a mutually agreed time frame to meet the prompt time lines of the Buyer. The Supplier agrees that the aforesaid rights of the Buyer are without prejudice to Buyer's rights under law and elsewhere contained in this purchase order and / or any other agreement that may be entered into between the Buyer and the Supplier.

SUPPLY QUALITY ASSURANCE: The Supplier shall be subjected to supply quality assurance which entails free access to authorized personnel of the Buyer as detailed by the Buyer for purpose of inspecting manufacturing and inspection procedures at the Supplier's site, and for assisting in delivery schedules and inspection of raw material, machines, tools, fixtures, jigs, or any other items in connection with manufacture of deliverables for the Buyer. If pursuant to the aforementioned inspection, the Buyer is of the opinion that the deliverables are not being manufactured as per the agreed terms, then the Buyer shall notify the Supplier in relation to such non-compliance and the Supplier shall rectify such non-compliance. The Supplier agrees that the carrying out of the inspection by the Buyer will not effect and/or dilute the representations and warranties of the Supplier.

SAMPLE INSPECTION: The purchase order stands valid only on acceptance of samples of the deliverables (prepared by the Supplier at its own cost) to be confirmed by Buyer in writing, unless otherwise provided in purchase order itself.

DELIVERY SCHEDULE AND PACKAGING:

The Supplier shall deliver the deliverables to the Buyer as per the delivery schedule provided by the Buyer and at the place of destination specified by the Buyer along with such documents as may be specified by the Buyer from time to time (including the original road permit/E way bills). The delivery schedule provided by the Buyer may be amended from time to time. The Buyer reserves the right to return the deliverables to the Supplier at the Supplier's cost or cancel the purchase order(s) in the event of non-compliance of delivery schedule. The Supplier shall deliver the deliverables with proper and standard packaging as per the specifications provided by the Buyer. Each package shall be marked with the purchase order number and the place of destination of the package. Unless otherwise specified by the Buyer, all costs including taxes, cess, octroi insurance, freight and any other charges incurred for the delivery of the deliverables by the Supplier to the Buyer shall be borne by the Supplier.

Demurrages, penalties, etc. becoming leviable on account of delay in delivery of dispatch of railway receipts, goods receipts or any other shipping documents will be to the Supplier's account and recoverable from the Supplier by the Buyer.

TRANSFER OF TITLE AND LIABILITY: The title and possession to, liability for, risk of loss in relation to the deliverables shall remain with the Supplier until the delivery of the deliverables by the Supplier to the Buyer at the place of destination specified by the Buyer.

PAYMENT: Unless otherwise specified by the Buyer in writing, the Supplier's invoice will be paid as per purchase order, from the date of the receipt & acceptance of the relevant deliverables by the Buyer at the place of destination to the satisfaction of the Buyer. Payments against invoices will be made by the Buyer either through cheque or wire transfer to the Supplier's bank account. All bank charges will be borne by the Supplier. In case of Buyer's agreement to accept documents through bank, the Supplier shall send copies of invoice (in duplicate) in advance along with the challan indicating that the invoices have been/would be presented to the bankers for payment. Failure by Supplier to advise his/their banks to recover all the bank charges from Supplier will result in non-retirement of invoices by us. All payments to be made by the Buyer to the Supplier shall be subject to withholding tax and shall be inclusive of goods & services tax and all other taxes, cess, octroi and other charges of similar nature prevalent at the time of making the payment.

REJECTION:

Suppliers, whose samples of one particular type of component, if rejected thrice by the Buyer, are liable to the cancellation of the purchase order at Buyer's discretion without assigning any further reasons and without the Buyer being liable for any cost that may have been incurred by the Supplier towards the manufacture of items for the Buyer.

Deliverables, if rejected after inspection at the factory by the Buyer, must be lifted from the Buyer's premises, within 10 days from the date of intimation. The Buyer will not be responsible for any rejected deliverables if the same are not removed within the stipulated period by the Supplier. The same would be dispatched to the Supplier at the Supplier's risk and cost. It may be noted that even while assembling or processing, if any further defects not arising from mishandling, are noticed, Buyer reserves the right to reject such deliverables. The Buyer's decision on such rejection shall be final. The Buyer shall not be liable to pay for the rejected deliverables. Further, the Supplier shall indemnify the Buyer for all losses incurred by the Buyer arising out of or in relation to rejected deliverables.

Rejected deliverables must be replaced within the delivery schedule agreed by the Buyer for no cost in addition to the payment already made by the Buyer. All charges inclusive of freight and handling on replacement of rejections shall be borne by the Supplier. For outstation Suppliers, where requested, the rejected material will be dispatched at the risk of the Supplier.

In case of acceptance of documents through bank and any rejection thereafter, the Supplier will return the entire amount in question back to Buyer by draft or wire transfer to the account of the Buyer.

TOOLING OWNERSHIP

Unless otherwise agreed between parties hereto, all tools equipment, dies, jigs & fixtures specifications and other materials furnished by the Buyer to Supplier or paid for by Buyer shall be and remain sole property of Buyer (whether as owner or licensee thereof) and shall be plainly marked otherwise clearly identified by Supplier as 'Property of Hero Motors.' For such property in the possession of Supplier, it shall be responsible for all maintenance and service thereof. At Buyer's request, such property shall be insured at Supplier's cost in the amounts and with the insurance Buyer acceptable to Buyer. Such property shall be used only for the purpose of or in connection with this purchase order. Such property shall be subjected to Buyer's inspection at any time during business hours. In case of damages and subsequent claims not being honoured by insurance Buyer, Supplier shall fully compensate Buyer for the total cost of such property. Such property shall be returned to Buyer upon expiration or termination of this purchase order.

This purchase order along with any other agreement entered into between the Buyer and the Supplier shall constitute entire understanding between the parties in relation to the matters contained herein.

ACCOUNTS RECONCILIATION AND SET OFF:

As a routine, the Buyer shall have the right to reconcile all accounts in terms of invoices raised by the Supplier versus payment made and debit/credit note raised against you or your suppliers on quarterly basis. In order to assist the Buyer in the process of reconciliation of accounts, the statement of accounts and such other documents as may be requested by the Buyer should be sent by the Supplier to the Buyer in the last week of the quarter without fail. On receipt of the statement of account the same would be reconciled by the Buyer and the comments would be forwarded to the Supplier. The exercise will be repeated every quarter. The Buyer shall also be entitled to deduct by way of set off, the amount payable by the Buyer from any sums due or to become due to the Supplier from the Buyer.

WARRANTY: The Supplier agrees that the deliverables delivered to the Buyer will honour the warranty extended by the Buyer to its customers as per prevailing policy of the Buyer. The warranty for product supplied by supplier will start from the period when final product is shipped out by the Buyer company. The defective part(s) received by Buyer from its customer / field under the terms of warranty can be inspected, by the Supplier if so desired, at premises of the Buyer and on dates specified by the Buyer. In case the Supplier fails to inspect the part(s), Buyer will have full authority in finalizing the claim in relation to the defective part(s) received from the field. Failed parts after inspection will be scrapped by the Buyer and it will be their sole discretion to ask the Supplier to send the credit note, which must reach Buyer premises within 1 month from the date of receiving intimation from the Buyer. The Supplier agrees that the provisions herein do not exclude the Supplier from any liability for any further damages which the Buyer may suffer as a result of or in connection with warranty claim made during the period of warranty.

INDEMNITY: The Supplier shall indemnify and keep the Buyer and each of its directors, officers, employees, agents and representatives harmless from and against all losses incurred or suffered by the Buyer and each of its directors, officers, employees, agents and representatives in any manner relating to (i) breach of any representation or warranty given by the Supplier; (ii) breach of the obligations of the Supplier under this purchase order and any other agreement that may be entered into between the Buyer and the Supplier; and (iii) damage to life, body or property of any third party arising due to or in connection with any negligence of the Supplier or any defects in the deliverables supplied by the Supplier to the Buyer.

GOVERNING LAW AND JURISDICTION: This purchase order will be governed in all respects by the laws of India. Subject to the provisions below, courts at New Delhi alone shall have jurisdiction to try dispute concerning the purchase order. Any dispute or difference arising out of or in connection with this purchase order shall be settled through consultations and negotiations. If no settlement can be reached through consultations and negotiations, within 30 days of one party delivering a notice of dispute or difference to another then such dispute shall be finally settled by arbitration. The arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (#Arbitration Act"). The dispute or difference shall be referred to a panel of 3 arbitrators, one arbitrator to be appointed by each party and the third arbitrator to be appointed by the 2 arbitrators appointed by the parties. In the event that either party fails to appoint its arbitrator within 15 days from one party submitting a request for appointment of such arbitrators to the other party or the 2 arbitrators appointed by the parties fail to appoint the third arbitrator within 15 days from the date of appointment of the second arbitrator, the third arbitrator shall be appointed in accordance with the provisions of the Arbitration Act. The arbitration proceedings shall be held at New Delhi and the language to be used in the arbitration proceedings shall be English. The prevailing Party in the arbitration proceedings will be awarded reasonable attorney's fees, if any, and all other costs and expenses in relation to the arbitration proceedings unless the arbitrators for good cause determine otherwise.