





## TERMS & CONDITIONS OF THIS ORDER

### 1. Quantity & Quality:

- (a) In case of strike accident or other unforeseen contingencies causing stoppage of Production at purchaser's Works, the purchasers reserve the right to cancel or modify the order without being liable for any compensation and/or claim of any description.
- (b) Quantities received by purchases in excess of quantities specified herein may be returned at their obtain at Vendor's expenses.
- (c) Goods rejected on account of inferior quality of workmanship will be returned to seller with charges for transportation both ways plus unloading etc., and are not to be replaced except upon the receipt of written instruction from purchasers.
- (d) If at any stage during production the Company finds the goods supplied under this P.O. non -confirming to the stipulated quality, the Company reserves the right to reject the materials and return the same to the supplier at latter's cost. The incidental loss to the Company shall also be borne by the supplier.

### 2. Description:

Please refer to this item on the face of this Purchase Order No. alterations in the quality of goods in the mode of supply or in the period of execution and no enhancement in the rates of articles shall be accepted unless previously approved by us.

### 3. Delivery:

Time is the essence of this order and delivery of goods must be made as per Delivery Schedule unless other expressly agreed failing which the order is liable to be cancelled.

### 4. Packing Instruction:

all articles should be packed properly to avoid breakage or pilferage in transit. No charges for boxing, Packing or cartage, shall be allowed unless agreed in written .

### 5. Challan :

The seller must deliver the goods to the purchaser's works under their challan having order reference. No goods will be accepted without proper challan and other required documents.

### 6. Inspection:

Inspection of goods will be made by purchasers at their won factory and their report shall be stated as final and will be accepted without proper challan.

### 7. Invoicing:

Invoice in TRIPLICATE accompanied with receipt challan must be sent by the seller to UFLEX LIMITED. Separate invoices should be sent for each order/order Number with prefix letter and date, the Railway Receipt Number and date. The wagon number should be shown on each invoice when the supplies are sent by Rail. All invoices must show the weight and or number and rate at which each item or material is charged in the invoices and the freight paid on the consignment.

### 8. Terms of Payment :

- (a) Payment will be as usual calculated on the actual rate and quantity received and accepted by Purchaser's works and their records will be considered final and decisive in this respect.
- (b) Payment will be made only after the goods have been received and approved by Purchaser in inspection department and found satisfactory in the terms of quantity and other specifications laid down therein.
- (c) Payment may be withheld till execution of order.

### 9. Price:

- (a) All the rates stated in this order are understood to be FOR our works unless otherwise expressly agreed.
- (b) The company will no allow any revision of the price during the period of the contract unless otherwise expressly agreed.
- (c) If price is omitted on order, it is agreed that seller's prices will be the lowest of prevailing market price.

### 10. Penalty:

- (a) All rejected material would be returned to the sellers immediately at Seller's Cost in respect to packing, freight Insurance, etc.
- (b) In the event of seller's failure to supply the goods in time, the purchasers reserve the right of purchasing goods from market on seller's account and risk and can hold them liable for any difference in price and other incidental expenses arising therefrom.
- (c) If the purchaser finds that the materials supplied are not of the contract quality or not according to the specifications required by the company or received in damaged or broken conditions or otherwise not satisfactory owing to any reason thereof, the Company shall be the sole judge, and entitled to reject the materials, cancel the contract and buy its requirements from the OPEN MARKET on seller's risk and cost. Purchasers can recover the loss, if any, from the supplier reserving always the right to forfeit the deposit placed by the supplier for the due fulfillment of the contract. The supplier will make arrangements to remove the rejected material otherwise they will be lying entirely at supplier's risk and responsibility.
- (d) Any demurrage, breakage or similar charges which purchasers have to undergo account of Seller's failure to book the goods in accordance with the order or due to the late delivery of the Railway Receipt shall be borne by the Seller.

11. All contracts and orders are deemed to be entered into at NOIDA and any action arising their shall take place

### 12. General:

The terms shall also be applicable to special contracts over and above the terms which are agreed in such case.

13. You will ensure that all established system requirement in relation to Quality( ISO9001:2015) Environment ( ISO14001:2015) Health & safety (ISO45001:2018) and EnMS (50001:2018) shall always be complied.

14. Material should be as per specification , approved and energy efficient product.

15. Service provider should use energy efficient machine/equipments while working in our company premises.

16. Transporters/ Vendors should ensure that the information is accurate and sufficient for the purpose of complying with provision of rule 129 to 134 as per Central Motor Vehicle Rule.

17. In case of any incident or accident during transit, all legal liabilities related to Environment, Health and safety or insurance claims shall remain with Supplier. Supplier shall ensure compliances of all chemical related transit legislation including MSIHC rule, MV rule, PESO etc. as applicable.

**Model Tax Clause for GST :: PURCHASE ORDER**

Notwithstanding anything contained in the contract/ Purchase Order, the following clauses shall come into effect on the date of introduction of Goods and Services Tax ('GST') in India and shall supersede all other clauses to the extent covered in this clause:

- Supplies of all goods or services must accompany the Tax invoice and e-way bills, prescribed under GST Law, as applicable, containing all the particulars as prescribed. Invoices should be addressed to the concerned billing location of Uflex. Uflex reserves the right to return the goods/ reject the services, in case of any discrepancy in the above documents or supplies. In case, Uflex accepts the goods & services without rejection, any loss of credit on account of errors on documentation or supply shall be borne by supplier.
- Uflex shall pay to the supplier all the appropriate taxes as shown in the invoice subject to submission of invoices and timely deposit of applicable taxes by the supplier. Further, Uflex shall not be responsible for any tax liability arising out of this Purchase Order, if the same were not charged in the respective invoices.
- In the event of discrepancy or mismatch between invoice or any other document reported by the supplier in their statutory return(s) and electronic credit/cash ledger related to Uflex, supplier shall be responsible to rectify such discrepancy or issue the prescribed documents immediately on identification of the same, mutually by either of the parties.
- In case, any action, error or omission on part of the supplier with regard to failure on GST compliance like payment of taxes, e-filing of statements/ details/returns on GSTN portal etc., results into any denial of credit resulting in 'Loss of Input Tax Credit' which later on is imposed on Uflex along with interest and penalty in relation to said supply, Uflex shall have the right to recover or to deduct the same from supplier from any amount payable to the supplier by Uflex. Uflex would claim the said amount from the supplier at any point of time without any limitation of time.
- If any advance payment is made the supplier shall comply the payment of taxes on such advance payments and issue 'Receipt Voucher' favouring Uflex and declare in the returns and adjust the advance proceeds in supply invoices and incase, the said supply order cancelled or short supplies made, the advance payment and the tax paid shall be refunded to Uflex and specified 'Refund Voucher' shall be issued by the supplier, as specified under GST Law.
- The supplier shall pass on the full benefit of any reduction in tax rate/additional credits/ refunds to Uflex whether in cash or credit, received by him in relation to the said supply.
- If any TDS applicable, would be deductible as per the provisions of GST/ Income Tax Laws and will be on supplier's account.