

## General Terms & Conditions

### 1 General:

- 1.1. This purchase order shall be governed by following terms & conditions that supersede all earlier Offers / Correspondences. All future correspondences should contain the Purchase Order No.
- 1.2. All contents of this Order shall be deemed to be accepted by you, unless otherwise the discrepancies brought to our notice within two (02) days of receipt of the order.
- 1.3. Vendor shall ensure all equipment / spares supplied against this order shall be new and of first class workmanship of suitable design and free from defects in manufacture, whether such equipment / spares are manufactured by you or your sub-contractors' works or purchased from any other sources by you and supplied to buyer
- 1.4. The buyer assumes no obligation in relation to any goods delivered in excess to those specifically ordered. Supplies in excess of the quantity ordered will not be accepted unless confirmed by us beforehand.

### 2. Price Escalation:

The Price is firm and final; no escalation shall be entertained in execution of this order.

### 3. Packing:

Packing should be as per Indian Standards, HSE norms and suitable for Air / Road / Rail Transport.

### 4. Taxes & Duties:

All central & sales taxes and duties shall be reimbursed on submission of documentary evidence which is prevailing at the time of execution of the order.

### 5. Rejection of Goods:

Purchase Order shall be the binding for the both supplier and buyer. In case of any deviation in lieu of quality shall result in rejection of the goods. The same shall be intimated to the supplier within seven (07) days for necessary corrections / rectifications / replacement, as the case may be and shall be lifted within seven (07) by supplier. The 'To & Fro' freight charges shall be to seller's account. The replacement / rectified material shall be arranged on FOR site basis within two (02) weeks from the date of intimation.

### 6. Despatch Documents:

- 6.1 The Invoice must be submitted in triplicate and bear the reference of purchase order as well as Sales Tax, Central Sales Tax registration and ECC No. & Date. In case the bills are negotiated through bank, one set of advance copy shall be sent to us directly. Invoice should not be over written.
- 6.2 Duplicate copy of the Challan cum Invoice (Transporter's copy) must accompany the supply for availing CENVAT. This is subject to applicability.
- 6.3 All hazardous goods must accompany MSDS (Material Safety Data Sheet).
7. **SMAL is responsible for Quality, Environment, Health and Safety** in all its business activities, so vendor should be in line with these standards.

### 8. Force Majeure:

- 8.1 Force Majeure means any cause, occurrence of which could not be foreseen and which is beyond reasonable control of the parties to the Order and which substantially affects the performance of the same.
- 8.2 In the event of occurrence of Force Majeure like storm, landslide, fire, floods, cyclone, inundation, earthquake, volcanic eruption, epidemic, quarantine, drought, explosion, strike, lockout, closure, embargo, wars (declare / undeclared) civil commotion, government orders & regulations and event of similar severity and magnitude, neither party shall be liable for the failure to perform any obligation of the Order.

### 9. Risk Purchase:

In case of failure in execution as per the order, buyer at its discretion shall either continue the order by applying liquidated damage clause or arrange the same from alternate source at your risk and cost

### 10. Cancellation:

#### 10.1 By Buyer:

The Buyer at its discretion may cancel the Order at any time by simple written notice to the Vendor in case of breach of contract which the Vendor has not taken the necessary actions to remedy within 30 days from the date of written request from the Buyer.

#### 10.2 By Vendor:

The Vendor at its option may cancel the Order at any time by simple written notice to the Buyer for which the Buyer has not taken the necessary actions to remedy within 30 days from the date of written request from Vendor.

### 11. Arbitration:

All the matters pertaining to the said purchase order shall be within the jurisdiction of Visakhapatnam Court only. In the event of any dispute of opinion arising as to the interpretation or as to the applicability of the terms here of, the same shall be settled amicably by mutual discussions. However, in case of non-agreement the matter shall be settled by way of Cancellation Act in force and decision of such arbitration award shall be final and binding on both the parties.