

Terms & Conditions: P.T.O.

Checked By

Approved By

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## **PURCHASE ORDER**

ORIGINAL

TOTAL

Order No. CM/22-23/142

TAX

**EMDET ENGINEERS PRIVATE LIMITED** 

30-1/A, HSIIDC INDUSTRIAL AREA,, DHARUHERA, REWARI, HARYANA, DHARUHERA - 123106

HARYANA, INDIA

Phone: +91-1274-242039.

Email: office.gurgaon@aiemdet.com

THIS ORDER IS SUBI ECT TO THE FOLLOWING TERMS AND CONDITIONS:

CIN No. 06AABCE3453F1Z0 GSTN No.

**HSN** 

PAN No. AABCE3453F Order Date Туре Consumables

13-MAR-2023

**EXTRA AS ACTUAL** 

Terms of Purchase Insurance Terms Of Payment

QTY

INCLUSIVE 100% ADVANCE

13-MAR-2023 Modify Date

**RATE** 

Please supply the following material as per the terms and conditions:-DISC. %

AMOUNT

S NO. CONSUMABLES NAME

Purchaser:Purchaser means Emdet Engineers Private Limited. (hereinafter referred as 'EEPL' / 'Buyer') having its registered office 9, Cantonment ,The mall, Amritsar 143001 Punjab India.

The term purchaser includes its successors by amalgamation or otherwise and assigns of EEPL.

Supplier: Supplier means the persons, firm or corporation to whom this purchase order is addressed. The term supplier includes its successors and permitted assigns,

**Delivery Date** 

Goods:Goods means the articles, materials, supplies, drawings, data and other property and also wherever and to the extent applicable, all services including design, delivery installation, inspection, testing and commissioning, specified to complete this purchase order.

Purchase Order:Purchase Order means the order placed by purchaser for the supply of the Goods/ services.

i.Kindly acknowledge and send order acceptance. If the PO acceptance is not received within a reasonable time(3 Days) by EEPL, it shallbe deemed to have been accepted.

ii.Do not club Schedules.

iii.Deliver goods at the defined address.

iv.GST Invoice must have pre-printed number and bear our Purchase order no, and Date (without P.O. no, the material will not be accepted).

v. Taxes will be applicable as on the date of Invoice.

vi. Each Package must contain a package list giving details of Order No. Drawing No. and quantity supplied.

vii.All rejections, whatsover, shall be to supplier's accounts.

viii.Transit Insurance will be done by EEPL, Please inform EEPL by Email within 24 hours after despatching the material, the details of G.C. Note / R.A. No. Date of despatch, Value

ix.After completion of supplies or on EEPL demand, supplier is liable to return all drawings, documents, bill of material etc. relating to this purchase order.

TERMS & CONDITIONS:

1.EEPL reserves the right to refuse to pay for goods supply without a valid purchase order.

2. Any terms and conditions quoted by the supplier previously which are inconsistent with the terms of this order are invalid.

3.EEPL reserves the right to make variation in ordered quantity after due notice in writing.

4.Price Governing this purchase order for all purposes shall remain firm unless otherwise agreed in writing.

5.In case of delay in delivery, EEPL reserves the right to levy liquidated damages.

6. Acceptance of all supplies is subject to EEPL's inspection and Final approval at defined delivery location. However, such inspection does not preclude rejection of the whole or part of the supply found not suitable to EEPL at the time of actual use, due to discrepancy in quality, weight, Dimensions etc. The return of such supply or part supplies shall be at supplier risk and cost. EEPL further reserves the right to salvage the items supplied by the supplier by rectification and cost of such rectification shall be borne by the supplier.

7.All components should be marked appropriately with relevant Drawing no./certifications marks. Detailed packing list shall be supplied along with the delivery Invoices

8.If the goods supply are rejected, The supplier should replace the same immediately as per this order. The supplier has to lift the rejected material from EEPL Factory. On supplier request EEPL may arrange to return the goods at supplier's cost, risk and expenses. In such cases any claim on/ by the carrier or their agents will be to supplier's accounts.

9.In case it is discovered at any stage the supplier has failed to supply any item/ parts towards the purpose of this order, EEPL reserves the right to purchase the short supplied goods at supplier's cost and risk if the supplier fails to make good the deficiency immediately on being informed of this.

- 10. For the goods under this order, the supplier shall stand guarantee for a period of 18 months from the date of delivery or 12 months from the date of commissioning which ever is earlier against any manufacturing defects or non performance.
- 11. The demur-rage, wharf-age or similar expenses incurred by owing to late delivery of the RR/LR/carrier documents must be bome by the supplier.
- 12.In case of despatch of documents through bank, Supplier will allow us 30-45 clear days free of interest/ other charges for retirement of documents from the date of presentation.
- 13.This order/contract shall be governed by the law of India in-force during the execution of the order/contract. Any dispute arising out shall be settled amicably between the Parties failing which the same shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Delhi. The Courts in Delhi shall have exclusive jurisdiction to entertain any proceedings relating to this Agreement. The award shall be final and conclusive and binding upon the Parties and the Parties shall be entitled to but not obliged to enter judgment thereon in the Court having jurisdiction.
- 14. The goods should be certified by the supplier along with metallurgical report, inspection report and test certificate, as applicable.
- 15.The following information is given to the supplier about EEPL for appropriate mention in the Despatch/delivery documents. Any delay loss confiscation, hold up etc. By statutory or other authorities due to defective documentation is at the risk, cost and account of the supplier.

a)GST No.: 06AABCE3453F1Z0 b)CIN: c)PAN:AABCE3453F d)

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