



SMS India Pvt. Ltd.
 73, Commerce House, 6th Floor,
 Opp. Collector Office, Gheekanta Road,
 Ahmedabad - 380 001, Gujarat/ India
 Phone: + 91 (0) 124 435- 15 00
 Fax : +91 (0) 124 435 - 16 05
 http:// www.sms-group.com
 CIN - U74140DL1994PTC117043

PURCHASE ORDER

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ALLWIN INDUSTRIES PLOT NO. 6&7,SURVEY NO. 251CAPTAIN GATE RAJKOT -360024,Gujarat/India Your reference offer Contact Person HITESH DAVE Mobile Number 9925199134 Telephone 9925199134 Fax number E-Mail H.DAVE@ALLCABCABLE.COM	<table border="1"> <tr> <th colspan="2">Purchase Order No./ Date 4700070802/ 08.10.2024</th></tr> <tr> <td>Vendor Code</td><td>850015620</td></tr> <tr> <td>Our Reference Number</td><td>A03048 /</td></tr> <tr> <td>Contact Person</td><td>Surbhi Gupta</td></tr> <tr> <td>Mobile Number</td><td>9818839533</td></tr> <tr> <td>Tel Number</td><td>0124-4351500 Ext. 1644</td></tr> <tr> <td>E-Mail</td><td>surbhi.gupta@sms-group.com</td></tr> </table>	Purchase Order No./ Date 4700070802/ 08.10.2024		Vendor Code	850015620	Our Reference Number	A03048 /	Contact Person	Surbhi Gupta	Mobile Number	9818839533	Tel Number	0124-4351500 Ext. 1644	E-Mail	surbhi.gupta@sms-group.com
Purchase Order No./ Date 4700070802/ 08.10.2024															
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Tel Number	0124-4351500 Ext. 1644														
E-Mail	surbhi.gupta@sms-group.com														

Please indicate the Purchase Order No, Purchase order Line Item No. and our Reference No. in all correspondence pertaining to this Purchase Order

Dear Sir/Madam,

For processing this Purchase Order, our purchasing conditions shall exclusively be valid unless special agreement to the contrary was reached in the present purchase order. The purchase order shall be deemed accepted at the latest upon commencement of order processing. For all queries, correspondences, delivery conditions and invoicing, please always indicate the Purchase Order Number, the line item no. and our reference no. The parts to be delivered shall bear unambiguous identification marking with P.O No., P.O Line item no., Drawing no. and or our reference no. The delivery note must be attached securely to the package to ensure that it does not get lost. We reserve the right to reject deliveries without delivery notes.

DEFINITIONS

Purchase/ buyer - SMS India Pvt Ltd.
Invoicing Address - SMS India Pvt Ltd.
 73, Commerce House, 6th Floor, Opp. Collector Office, Gheekanta Road,
 Ahmedabad - 380001, Gujarat/India
 GSTIN - 24AABCS8348B1ZK

Supplier - ALLWIN INDUSTRIES
Consignee/Owner/Client- As Per Dispatch Clearance from SMS India

Below said clause is applicable for Domestic Purchase Orders only.

NOTE: The supplier is required to submit the receipted LR (Lorry Receipt) along with all other documents mentioned under #Payment Terms" in cases where transportation is in the scope of Supplier. The receipted LR is an integral document for the processing of payment, it confirms that the delivery of goods has been completed to the designated location as per the deemed contract/purchase order. Payment shall be made post receipt of the receipted LR within due date as mentioned under #Payment Terms" or within 15 days from the date of receipt of the receipted LR, whichever is later.

REFERENCE

Reduction in the Quantities from PO no 4700064085(Mera) ;PO no 4700064081(BABARZAR);PO no 4700064083 (BHESAN) and PO no 4700064084(GHIYAVAD) for other GETCO substation locations are shifted to PO no 4700070802(Patkhillori).

For SMS India Pvt. Ltd.		Acceptance by Supplier
 Rakesh Adlakha Senior Vice President	 Abhishek Saxena Deputy General Manager	Authorised Signatory (with office seal)
Our GSTIN: 24AABCS8348B1ZK PAN: AABCS8348B		



ALLWIN INDUSTRIES

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SCOPE

Manufacturing and supply of Power cables and control cables on DAP Site basis inclusive of wooden packing, forwarding, loading and freight charges till site.

Positive tolerance limit should not exceed more than 2% of total order QTY & Negative tolerance is not allowed.

Item	Material No.	Delivery Date		Account Assignment	
	Short Text	Quantity	Unit	Price/ Unit	Net Value (INR)
10	15591062 1 x 50 mm2 , armoured cu cable	30.10.2024 1,000.000	M	401.01	A03048.010.90.08.02.0010 401,010.00
	Net Weight:0.080 KG;				
	Total Item Value				401,010.00
20	15590958 12c x 2.5 mm2, armoured Cu control cable	30.10.2024 2,390.000	M	276.51	A03048.010.90.08.02.0010 660,858.90
	Net Weight:0.080 KG;				
	Total Item Value				660,858.90
30	15590959 12c x 4 mm2, armoured Cu control cable	30.10.2024 1,349.000	M	414.50	A03048.010.90.08.02.0010 559,160.50
	Net Weight:0.080 KG;				
	Total Item Value				559,160.50
40	15590960 19c x 2.5 mm2, armoured Cu control cable	30.10.2024 6,472.000	M	430.50	A03048.010.90.08.02.0010 2,786,196.00
	Net Weight:0.080 KG;				
	Total Item Value				2,786,196.00
50	15591061 27c x 2.5 mm2, armoured Cu control cable	30.10.2024 500.000	M	610.00	A03048.010.90.08.02.0010 305,000.00
	Net Weight:0.080 KG;				
	Total Item Value				305,000.00
60	15590953 2c x 2.5 mm2, armoured Cu control cable	30.10.2024 1,800.000	M	66.60	A03048.010.90.08.02.0010 119,880.00
	Net Weight:0.080 KG;				
	Total Item Value				119,880.00

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Item	Material No. Short Text	Quantity	Delivery Date Unit	Price/ Unit	Account Assignment Net Value (INR)
70	15591065 3.5 x 25 mm2 , Al. armoured LT cable	694.000	30.10.2024 M	114.15	A03048.010.90.08.02.0010 79,220.10
	Net Weight:0.080 KG;				
	Total Item Value				79,220.10
80	15591066 3.5 x 50 mm2 , Al. armoured LT cable	993.000	30.10.2024 M	187.05	A03048.010.90.08.02.0010 185,740.65
	Net Weight:0.080 KG;				
	Total Item Value				185,740.65
90	15590956 4c x 4 mm2 , armoured cu control cable	1,499.000	30.10.2024 M	159.00	A03048.010.90.08.02.0010 238,341.00
	Net Weight:0.080 KG;				
	Total Item Value				238,341.00
100	15590955 4cx2.5 mm2, armoured cu control cable	6,486.000	30.10.2024 M	110.11	A03048.010.90.08.02.0010 714,173.46
	Net Weight:0.080 KG;				
	Total Item Value				714,173.46
110	15590957 7c x 2.5 mm2, armoured cu control cable	1,649.000	30.10.2024 M	176.76	A03048.010.90.08.02.0010 291,477.24
	Net Weight:0.080 KG;				
	Total Item Value				291,477.24

Total Purchase Order Value**6,341,057.85**

In Words: RUPEES SIX MILLION THREE HUNDRED FORTY-ONE THOUSAND FIFTY-SEVEN AND PAISE EIGHTY-FIVE ONLY

PRICE BASIS

DAP delivered at place Site basis(As per DC)

PAYMENT TERMS**SPECIAL NOTE**

1. In case supplier has opted for #Payable Financing scheme", supplier should provide declaration on their letterhead while submitting the documents for payment if they do not want to discount the bill by payable financing scheme

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otherwise payment shall be made as per payment terms of order.

2. Digitally signed Invoice along with copy of packing list, E way, DC and Photocopy of receipted LR is required to be uploaded in vendor portal for payment. No need to provide the Original hard copy. In case of any correction in Invoice or amendment in Invoice, its Hard copy shall be required.

DELIVERY

Ready for dispatch within 12 weeks from the date of manufacturing clearance.

Supplier will submit all technical documents within 1 week from the date of PO.

TAXES & DUTIES

1. Taxes & duties shall be extra at actuals as per the prevailing rate as specified in respective HSN code at the time of dispatch.

2. Payment of GST shall be made only if it reflects in the GSTR Annex 2 i.e. Portal.

3. On reversal of Provisional Input Tax Credit availed by SMI as per GST rules in the absence of Invoice uploading in GST portal by the vendor, the vendor shall undertake to bear the total additional costs so accrued to SMI (i.e. Amount of ITC reversed + interest).

4. In case of any loss of GST- Input Tax Credit due to any non-compliance by way of late submission/non submission of invoices/ Non filling of GSTR Annex 1/ non - payment of GST to the exchequer by the supplier, SMS India Pvt. Ltd. shall be at liberty to recover the rejected amount of ITC from supplier along with interest & penalty

WARRANTY

Warranty shall be for 30 months from successful commissioning or 36 months from date of last supply, whichever is earlier. Warranty for replaced part is further 18 months from commissioning or 24 months from supply, whichever is earlier. All the warranty replacement shall be DAP site basis.

The contractor undertakes to eliminate any defect or deficiency within a reasonable period of time.

If the contractor fails to fulfill contractor's obligations within a reasonable period set by the buyer, the buyer shall be entitled to take the necessary measures at contractor's expense and risk without prejudice to contractor's warranty obligations or have them taken by third parties. In urgent cases rectification can be executed by the buyer or third parties in coordination with the contractor. In the interest of production without disturbance, minor defects cannot be eliminated by the buyer without previous consultation with the contractor and the cost charged to the contractor without prejudice to contractor's warranties. The same applies when there is the risk of unusually high damage.

For repaired or replaced components the warranty period starts anew after acceptance of the work carried out.

Moreover, the buyer shall be entitled to legal claims, especially claims for withdrawal from the contract, reduction of price, replacement and/or payment of damages.

Price basis

a) DAP site Basis, (Patkhilori location) exclusive of applicable taxes & duties and transit insurance for supplies. The price is firm without any escalation till execution of order in full. No price variation shall be accepted except for taxes applicable only within the contractual delivery period on direct transaction between the supplier & purchaser. All other taxes are exclusive in order value. Material shall be lifted / dispatched depending on site requirement of material at customer end.

b) The price is inclusive of wooden packing, forwarding, loading and freight charges up to project site. Material shall be sent on freight paid basis.

Supplier shall send free of charge all the drawings and documents as specified in document schedule provided in annexure I, by courier and email.

c) If there is any additional spare requirement in future till the successful commissioning of plant / FAC then prices shall

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be same as agreed in the Purchase Order.

PENALTIES

Liquidated damages (LD) shall be applicable in place of penalty. In case the delivery of equipment is delayed beyond the stipulated delivery period as mentioned in under the clause "delivery" for reasons not attributable to the purchaser, supplier shall pay a LD of at the rate of 0.5% of the total order value per week subject to maximum of 5% of the total order value. The cumulative amount of penalty for delay in delivery and non-fulfillment of performance guarantee parameters shall be limited to a maximum of 10% of the order value. Payment of the liquidated damages shall in no way relieve the supplier from his obligations of this purchase order. The purchaser reserves the right to deduct the liquidated damages from the next payment due to supplier in each case from any orders placed by SMS India or their subsidiary. If there is any incomplete supply, this shall be considered as non-delivery.

ORDER ACCEPTANCE

The Supplier upon receipt of order is bound to submit the order acceptance either by duly signing all the pages of Purchaser Order or by giving acceptance confirmation on email within 7 days from date of receipt of Purchaser Order from Purchaser. In case the Purchaser does not receive the order acceptance by the Supplier within 7 days from date of receipt of Purchase Order, it shall be deemed to be unconditionally accepted by the Supplier.

PERFORMANCE GUARANTEE(Read with Clause 22 of the General Terms & Conditions)

In case the Performance Guarantee parameters for the Project are not achieved even after repeated attempts for reasons attributable to the supplier, the supplier shall be liable for payment of liquidated damages for non fulfilment of Performance Guarantee parameters within tolerance limit and enhanced Liquidated damages beyond tolerance limit. The Purchaser shall recover the Liquidated damages from the Supplier for non - fulfillment of performance Guarantee parameters in line with the deduction made by client. The maximum liability for the supplier towards non fulfillment of Performance Guarantee parameters within tolerance limit shall be 10% of the order Value.

The Cumulative amount of Liquidated damages for delay in delivery and non -fulfilment of performance guarantee parameters shall be limited to a maximum of 10% of the order value.

The obligation to pay these liquidated damages shall not be deemed cancelled by the acceptance of a delayed delivery by Purchaser.

Payment of these liquidated damages shall in no way relieve the Supplier from his obligations of this Purchase Order. It is clarified that if progress report submitted under the General Terms and conditions is delayed or does not contain correct and complete information or is misleading in any manner whatsoever, the Purchaser reserves the right to claim additional Liquidated damages of 1% of the total order value of the Purchase order .

The Purchaser can deduct the liquidated damages from the next payment due to the Supplier in each case.

INSURANCE

The Purchaser will take a comprehensive insurance policy for 'Transit' for the total Project covering all risks and liabilities for supply on DAP Site basis. The Policy Number shall be indicated to you later on at the time of giving dispatch clearance. The Supplier shall mention this in his invoices and shall inform the Insurance Company the details of dispatch immediately on dispatch of equipment as per the dispatch instructions to be issued by the Purchaser. Any loss incurred due to non-submission of dispatch details and other related information in time shall be borne and paid by the Supplier. The Supplier shall provide necessary assistance to the Purchaser / Client for settling the claims with Insurance Company. In case of damage to equipment during transit & rejection of the claim by the insurer due to faulty packing, overloading, etc., the implication of the same shall be to supplier's account.

The equipment shall be rectified / repaired / manufactured by the supplier and cost of such rectification / repairing / manufacturing shall be passed on to the supplier on receipt of the claim from Insurance company.

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 		Authorised Signatory (with office seal)
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ALLWIN INDUSTRIES

Purchase Order No. / date 4700070802 / 08.10.2024

CONTACT DETAILS FOR EXECUTION AND INVOICE SUBMISSION:**Invoice Submission:**

All the Invoices including other dispatch documents as per the terms of this Purchase Order should be submitted to:

Sr. GM-Finance
SMS India Pvt. Ltd.
286, Udyog Vihar, Phase-II
Gurgaon - 122016
Haryana, India

Execution:

All Post Order correspondence should be addressed to:

For Drawing Parts

Ms. Ritu Kumari

Supply Chain Management - Expediting

Mobile: +919953270250

Tel Board: +91(0) +911244351648

Email: ritu.kumari@sms-group.com

INVOICING INSTRUCTION

All the Items shall be consigned as per the dispatch clearance to be furnished before dispatch. Detailed address of Consignee and Buyer shall be given along with the dispatch clearance.

In the event the documentation furnished by you is not in line with our Invoicing Instruction, GST rules & regulation, the expenses incurred on account of this i.e, fines , penalties ,demurrage charges at site ,& other resulting expenses shall be borne by the supplier.

Note: In case of advance, progressive payment, Receipt voucher to be submitted either with Proforma Invoice or within 7 days of receipt of advance, progressive payment.

Original Tax invoice to be raised with reference to receipt voucher number duly signed & stamped.

OPERATION & MAINTENANCE MANUAL

Four (04) copies of operating and maintenance manuals for all items shall be supplied by the Supplier one (1) month prior to schedule delivery of the items as per the order covering all phases of both preventive and repair maintenance including detailed explanation of equipment/system operation with lubricating charts, showing every point requiring lubrication, type and grade of lubricant, schedule for lubrication, and where required the correct amount and grade of oil or grease necessary for refill after drainage.

The Supplier shall prepare and produce instruction, operation and maintenance manuals in English for use, operation and the maintenance of the supplied material/ equipment and

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ALLWIN INDUSTRIES

Purchase Order No. / date 4700070802 / 08.10.2024

installations, and submit to the Engineer-in-charge in three copies at the time of handing over.

The manual shall generally consist of the following:

- i) Description of the Project.
- ii) Operating instructions.
- iii) Maintenance instructions including procedures for preventive maintenance.
- iv) Manufacturers catalog.
- v) Spare parts list.
- vi) Trouble shooting charts.
- vii) Drawings.
- viii) Type and routine test certificates of major items.
- ix) Six sets of as built drawings along with soft copy of drawings in CD.

QUALITY SPECIFICATION / QUALITY INSPECTION

Training (If required) shall be provided by suppliers following GETCO Technical specifications. Inspection shall be conducted at supplier premises following GETCO TS and Manufacturing plan. The contractor shall have the obligation to comply for the production of the products ordered from the contractor with the EC rules and regulations and the relevant standards.

Accordingly, Contractor undertakes to declare the conformity with the applicable directives and to submit the conformity declaration and the required quality and inspection certificates. The submission of these documents is the prerequisite for the completeness of the supplies and services of the contractor.

Moreover, the Contractor shall undertake to communicate the readiness for inspection in due time of four (04) weeks, for allowing employees of the Purchaser in the participation in quality control of the contractor.

The readiness for quality inspection is to announce to the purchaser two weeks in advance in writing.

As soon as the Purchaser knows the exact completion date, he will decide whether quality control will be made or whether the parts can be shipped immediately.

If the quality inspection is to take place at the workshops of the contractor, all inspection/ records and other necessary inspection/testing documentation shall be submitted to the quality inspector of the purchaser; all such documentation shall be drawn up on the basis of the progress of manufacture by the date of inspection.

If no quality inspection is carried out at works of the contractor, all such inspection/testing documentation shall be sent to the purchaser. The inspection/test records shall always state the purchase order number, item, order number and order code word of the Purchaser.

The personal cost of the quality inspector shall be borne by the Purchaser. The material cost resulting from the inspection/test shall be borne by the contractor.

The following shall apply to all inspections, control and tests carried out Quality inspection and the release for shipping shall not release the contractor from his performance obligation and liability. Such liability shall remain unaffected as if no inspection

had taken place. Material shall be dispatched only after RELEASE of dispatch clearance by SMS India Pvt. Ltd., India.

REGULATION FOR TESTING AND INSPECTION

The Purchaser reserves the right to subsequently hand in special regulations for testing and inspection immediately after they have become known.

WEIGHT VARIATION

The total net binding weights of the ordered items shall be as per the Technical Specifications. Should the total actual weight of the ordered items finally supplied by the Supplier increases or decreases from the contractual weight, the Supplier's Contract price shall increase OR decrease based on the actual supplied weight.

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The adjustment of the contract price for the variation in the total net binding weight shall be effected by the Purchaser before the dispatch of the ordered items. The Supplier shall inform the Purchaser at least 21 days in advance of the ordered items readiness date for revision in weight along with supporting documents indicating in the excel sheet the order no., project no., description of items, drgs & BOM nos. of the items and its weight for our further action.

In order to establish the actual weight supplied, the weight indicated in the final drawings and BOM minus the weight of free issue items shall be considered for billing Purpose. The weight variation by actual weighing shall not be considered for Billing purpose.

During manufacturing stage due to non-availability of material in correct specification alternate material is required to be used. In such case prior written approval from the Purchaser is to be taken. This change shall not have any price variation.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision contained herein, neither party shall be responsible to the other party for any indirect or consequential damages such as but not limited to loss of profit, loss of interest, loss of business relation, loss of production.

JURISDICTION AND GOVERNING LAW

The Purchase Order and this General Terms and Conditions shall be governed by the laws of India. Courts at Delhi shall have exclusive jurisdiction for any disputes or difference between the parties.

DISPUTE RESOLUTION AND ARBITRATION

Refer to Clause 43 of General Terms and Conditions.

Following annexure are integral part of this Purchase Order.

Annexure-I Technical Specifications and scope of work

Annexure-II Packing List Format

Annexure-III General Terms & Conditions

Annexure-IV Performa for Advance Bank Guarantee

Annexure-V Performa for Performance Bank Guarantee

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Purchase Order No. / date 4700070802 / 08.10.2024

ANNEXURE - III

GENERAL TERMS AND CONDITIONS

This General Terms and Conditions (the #GTC") is entered into on this day of _____, _____,

BY AND BETWEEN:-

SMS INDIA PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at B-402, Somdutt Chambers-1, 5, Bhikaji Cama Place, New Delhi, (hereinafter referred to as "Purchaser", which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, permitted assigns and any/all subsidiaries, and all/any variable expressions thereto);

AND

[Supplier Name], a company incorporated under [Supplier's address] and having its registered office [Supplier's Address] (hereinafter referred to as #Supplier" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, permitted assigns and any/all subsidiaries, and all/any variable expressions thereto);

Purchaser and Supplier are hereinafter referred to collectively as #Parties" and individually as #Party".

Whereas, the Parties has agreed to enter into this General Terms and Conditions which shall govern the terms of Purchase Order(s) that may be issued by the Purchaser to the Supplier.

1. DEFINITIONS

1.1 "Purchaser" means the SMS India Pvt. Ltd., a company registered under the Companies Act, 1956 and having its registered office at B-402, Somdutt Chambers-1, 5, Bhikaji Cama Place, New Delhi # 110066, India, as indicated on the face thereof, which may, where the context so permits include its successor(s) or permitted assigns.

1.2 "Supplier" means the person, firm, or corporation to whom the purchase order is issued by the Purchaser.

1.3 "Purchase Order" and/or #Contract" means the purchase order issued by the Purchaser, these General Terms and Conditions, and any specifications, drawings, supplemental or project specific terms and conditions or other documents incorporated by reference into such Purchase Order(s) provided under this purchase order.

1.4 "Equipment" or #Material" or #Plant " means any goods, materials, machinery, equipment, components, or items to be provided under this purchase order.

1.5 "Owner" or #Client" or #Customer" or #Principal Employer" means the person, firm, or corporation owning the plant for which the Goods are purchased or leased by the Purchaser under this Order.

2. AREA OF APPLICATION AND CONCLUSION OF CONTRACT

2.1 The GTC shall apply to all supplies/services rendered by the Supplier to Purchaser as agreed under specific Purchase Order. By signing this GTC, the Purchaser shall be under no obligation whatsoever to issue any Purchase Order to the Supplier or enter into any Contract with the Supplier.

2.2 These General Terms and Conditions shall apply exclusively. Acceptance of Purchase Order issued in terms of General Terms and Conditions shall constitute the entire agreement between ##Purchaser" and #Supplier".

2.3 In case of any conflicts between terms and condition mentioned in Purchase Order and in this General Terms and Conditions, terms of the Purchaser Order shall supercede.

2.4 The Purchase Order issued, if any, shall be signed by authorized representative of the Supplier along with the company seal on each & every page. The Supplier on receipt of Purchase Order is bound to submit the order acceptance either by signing all the pages of order or by giving acceptance confirmation on email within 7 calendar days from receipt of order. In case the Purchaser does not receive the order acceptance within 7 days of receipt of order by Supplier, the order shall be deemed to be unconditionally accepted by the Supplier.

2.5 Any material change to the content of the Purchase Order must be made in written form and signed by both the parties in Change request format.

2.6 The subcontracting of orders requires the prior written approval of the Purchaser in text form or in electronic form.

3. PRICES AND TERMS OF PAYMENT AND TAXES

3.1 The agreed prices shall be deemed fixed prices till the execution of the contract in full and shall apply to the place of use including packaging and freight costs. If the agreed price is #EXW" or #FCA", the Purchaser shall bear only the most favourable and lowest freight costs. All costs arising up to the delivery to the carrier including loading but excluding cartage shall be borne by the Supplier. The Purchaser's claims resulting from in transit damage will be the sole responsibility of the Supplier for purchases made at delivered price. The definition of pricing shall not affect the agreement on the place of fulfillment.

3.2 The Purchase Order price shall be firm and fixed for the entire duration of this Order and shall not be subject to any adjustments, due to reasons whatsoever, on account of escalation/variation in materials price and/or labor costs, rates of exchange, rates of taxes, change of law, or any other causes whatsoever.

3.3 If there is any additional spare requirement in future then prices shall be same as agreed in the Purchase Order.

3.4 Supplier shall provide the fixed charges for supervision services which shall be in supplier scope irrespective of manhours required at site. This charges are for supervision/commissioning of complete system and its validity shall be till the successful commissioning.

3.5 Mandatory condition for payment:

a) Properly signed acceptance copy of the Purchase Order/ Amendment along with other documents must be returned to the attention of the Purchaser.

b) The Tax invoice must include the complete order number HSN / SAC code , place of supply , place of delivery , Transit Insurance details etc. as per the dispatch cum invoicing instructions issued by the Purchaser.

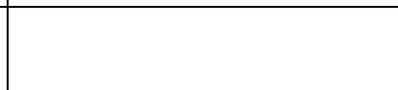
c) Each Tax invoice must also show the GST separately with 06 digit HSN code

d) Tax Invoices must be submitted along with dispatch documents including copy of Bill of Lading /Airway Bill/ Consignee copy of Lorry receipt, e- waybill, and Packing List as per order and these documents must be attached to the shipment.

e) Tax Invoice along with other dispatch documents including receipted Lorry receipt must be sent separately to the invoice address specified in the Invoicing cum dispatch instruction for each order immediately after dispatch and a scanned copy of these documents must be sent by email to the Purchaser.

f) The Purchaser must be in receipt of all drawings, manuals and other documents within the stipulated time wherever applicable or as advised.

g) The excisable goods if any must be accompanied by Transporter's copy of Excise Invoice, as applicable.

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If these obligations are not met, the invoice cannot be processed and shall be deemed to have been not received.

3.6 Submission of documents, as stipulated in Clause 3.5 above, is an integral part of this Purchase Order / Contract. Such documents need to be correct and complete in all respects, in the absence of which the Purchaser shall automatically be deemed to have made an objection.

3.7 Payment period shall commence upon delivery of the goods to the place of receipt (shipping address) and/or acceptance of the Supply/work, though not prior to receipt of a proper and verifiable invoice along with dispatch documents as per order at the invoice address specified in the Invoicing cum dispatch instructions.

3.8 Payments shall be made subject to the correctness of the invoices, completed documents as per terms of order and the contractual conformity of the delivery

3.9 Any kind of retention of title shall be excluded unless the Purchaser has expressly confirmed its acceptance in the Purchase Order or any amendment thereto with reference to these General Terms and Conditions of Purchase which shall be binding on the Supplier

3.10 GST Clause: Supplier shall ensure that appropriate details relating to the Supplier's invoice are entered in the GST network/portal on the date when the invoice is submitted to the purchaser. It shall be the sole responsibility of the Supplier to ensure that the Purchaser is in the position to take credit for the Goods and Services Tax (GST) charged in the Tax invoice issued by the Supplier on or before the succeeding month in which invoice is raised by the Supplier. The Purchaser shall have the right to withhold the amount of GST charged in the Supplier's invoice until the amount of GST charged in the Supplier's invoices is available in the GST Portal /Network for the Purchaser to take credit.

4. LEGAL PROVISIONS AND TRADE TERMS

4.1 In so far as these General Terms and Conditions do not comprehensively regulate the legal relationship between the parties, statutory regulations shall apply.

4.2 The ICC Incoterms in their latest version valid at the time of conclusion of the Contract shall apply to the interpretation of the trade clauses.

5. DELIVERY AND DELIVERY TIME

5.1 The place of fulfillment for the delivery is the place of receipt as specified by the Purchaser.

5.2 Partial deliveries and/or deliveries before the agreed date expressly require the Purchaser's prior consent in text form or in electronic form. Any extra costs incurred by the Supplier on account of partial delivery or advanced delivery, such as freight etc., shall be borne by the Supplier unless the Purchaser has expressly requested such deliveries and has expressly agreed to assume such costs. In any case, no dispatch/delivery shall be made without written dispatch clearance request from the Purchaser.

5.3 The delivery dates agreed to in the Purchase Order are binding. If the Supplier realizes that it will not be able to meet a delivery date, it shall inform the Purchaser in writing without delay. Extension of delivery date shall be at discretion of the Purchaser subject to the intimation of delay by Supplier within 07 days from the receipt of raw material or expected delivery date of bought out items by the Supplier. However this shall not absolve the Supplier from the responsibility to deliver the material as per contractual conditions.

5.4 Time is the essence of this contract. At any time during the execution of the contract if Purchaser has reasons to believe that the rate of progress of the execution of the scope of works as set out in the Purchase Order / Contract by the Vendor is too slow to ensure completion of the same within the time schedule mentioned in this Purchase Order / Contract, then Purchaser would provide a written notice demanding the Supplier to expedite its work. However,

if in spite of the written notice the Purchaser has reasons to believe that the Supplier has not made suitable arrangements and/or mobilized adequate resources at the appropriate time so as to fulfill its contractual obligations, the Purchaser shall - at the end of a 07 days of such notice be entitled to demand, at his discretion, fulfilment of delivery and compensation for damages due to the delayed delivery as stipulated in this Purchase Order/Contract or, instead of fulfillment, without prejudice to its right to terminate this Purchase Order / Contract and in addition to any and all remedies available to the Purchaser under this Purchase Order / Contract and law, shall be at liberty to mobilize resources to perform the scope of works under the Purchase Order / Contract either on its own or through other agencies to ensure fulfillment of Purchaser's obligations to its Principal Employer/Client/Owner. In the event of such termination, the Supplier shall be responsible for all increased and/or additional costs incurred by the Purchaser and the Supplier shall be liable to compensate the Purchaser in respect of all direct loss and damages incurred by Purchaser due to failure on the part of Supplier to perform its obligations.

5.5 Parties agree that if the delivery dates are not met by the Supplier excluding the delay caused by the Purchaser or a Force Majeure event, the Supplier shall pay liquidated damages (LD) as agreed/indicated in the Purchase Order/Contract. Further, the Purchaser shall be at liberty to deduct or adjust the liquidated damages from any amount due and payable to the Supplier including but not limited to the retention amount, performance Bank Guarantees etc. or from any other Purchase Order(s) issued to the Supplier.

5.6 In case of any delayed delivery acceptance by the Purchaser, shall not, without prejudice to the Purchaser's right to claim, waiver of right of Purchaser to deduct or claim the Liquidated damage.

5.7 The Payment of Liquidated Damages shall not release the Supplier from its obligation to fulfill the Contract. The Purchaser reserves the right to assert further claims.

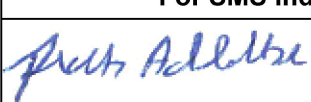
5.8 For the purposes of determining delivery of Goods, the date specified in the Goods receipt note (GRN) signed by authorized representative of the Purchaser or the Owner/ Client/ Customer, as the case may be, shall be considered as the date of delivery of Goods; provided the Goods have been received in undamaged condition.

5.9 For Micro and Small Enterprises - If the Supplier is a micro or small enterprise, it shall provide a written declaration along with the certificate issued by relevant authority or body certifying the Supplier as either micro or small enterprise and, if applicable, registered under the Micro, Small And Medium Enterprises Development Act, 2006 ("MSME Act") as per Annex A of this GTC. If the supplier fails to provide signed declaration in form of Annex A within 7 (Seven) days of signing of the Purchase Order/Contract, it shall be deemed that the Supplier is not a registered enterprises under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act") and its amendments. In case of any change in status of the MSME qualification/validity the supplier shall intimate the Purchaser within 03 (Three) days of such change of status.

Notwithstanding anything contrary stipulated under any applicable enactment the Supplier hereby expressly agrees that the day of deemed acceptance by the Purchaser under the MSME Act, will be the date when delivery of Material/Equipment/Plant is completed in all respects along with the delivery of all relevant dispatch documents as specified in the Purchase Order/Contract as per any dispatch instructions provided by the Purchaser. The acceptance or deemed acceptance of Goods shall not occur unless it is proved satisfactorily that the enterprise is micro or small enterprise and if the Purchaser has not raised any objection regarding the Goods within forty-five (45) working days of satisfactory delivery of Goods along with the delivery of all relevant dispatch documents.

6. RESPONSIBILITY FOR COMPLETENESS

6.1 Any supply and services which might not have been specifically mentioned in the Purchase Order but are essential for design, engineering,

For SMS India Pvt. Ltd.		Acceptance by Supplier
 		Authorised Signatory (with office seal)
Rakesh Adlakha Senior Vice President	Abhishek Saxena Deputy General Manager	
Our GSTIN: 24AABCS8348B1ZK PAN: AABCS8348B		

**ALLWIN INDUSTRIES****Purchase Order No. / date 4700070802 / 08.10.2024**

manufacture, supply, erection, testing, commissioning and performance test of the Supplier's equipment shall be supplied by the Supplier without any extra cost to the Purchaser and within the time schedule.

6.2 Any cost borne by the Purchaser towards any supply and services which might not have been specifically mentioned in the Purchase Order but are essential for design, engineering, manufacture, supply, erection, testing, commissioning and performance test of the Supplier's equipment shall be recovered from the bills of the Supplier.

6.3 The approval by the Purchaser at any stage for any supplies and services by the Supplier shall not relieve the Supplier of their obligations of ensuring completeness of supplies and services.

7. RESPONSIBILITY FOR PERFORMANCE OF CONTRACT

7.1 The Supplier shall be responsible for the due performance of the Contract in all respects according to the intent and meaning of the designs, specifications, etc. forming part of the Purchase Order.

7.2 Any approval that the Purchaser/Client/Principal Employer may have given in respect of the stores, materials or other particulars and the work or the workmanship involved in the Purchase Order (whether with or without test carried out by the Supplier and witnessed by the Purchaser/ Client/ Principal Employer) shall not bind the Purchaser. Notwithstanding any approval or acceptance given by the Purchaser/Client/ Principal Employer, it shall be lawful for the Purchaser/Client/Principal Employer to reject the equipment/material/plant after arrival at site, if it is found that the materials/equipment supplied by the Supplier are not in conformity with the terms and conditions of the Contract in any or all respects.

7.3 The rejection of equipment/material/plant after arrival at site shall be governed in accordance with Clause 23 of the General Terms and Conditions.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1 The Supplier acknowledges that end user-specific information and names, specifications, calculations, layouts, drawings, project designations, technical, commercial and/or business information, content and objectives, and all data and documents, irrespective of the form or nature in which these are transmitted, e.g. in electronic form, verbally, or by other means, (hereinafter referred to as "the Information") furnished by the Purchaser or by or relating to its related Company shall be regarded as the proprietary information of the Purchaser and the same is of considerable financial value.

8.2 The Information furnished by the Purchaser is for the single and sole use for the execution of this Purchase Order and shall be treated as strictly confidential by the Supplier, its employees and agents, and shall always remain the property of the Purchaser. The Supplier undertakes that the Information shall only be used for the initiation or performance of the contract, shall be kept strictly confidential, and may only be passed on to third parties with the express prior consent of the Purchaser.

8.3 Non-confidential information shall be considered to be any information which can be verified to have been known to the Supplier before it was disclosed with no obligation to maintain secrecy; was communicated or made accessible to the Supplier by an authorized third party with no obligation to maintain secrecy, provided that the third party itself did not violate any obligation to maintain secrecy by handing over the information; is publicly known, apparent, or generally available, and/or is or becomes state of the art without this being attributable to the Supplier, or was previously known to the Supplier as a result of his own activities.

8.4 The Supplier shall undertake to inform the Purchaser immediately as soon as he becomes aware of any infringement of this confidentiality clause. The Supplier shall bear full liability in the event of an infringement.

8.5 Upon request by the Purchaser or following termination of the cooperation relating to the contract, the Supplier shall be obliged, at the Purchaser's discretion, to return all confidential information in full to the

Purchaser immediately and to destroy all documents, copies, files, etc. prepared on the basis of the confidential information. The Supplier must confirm the return/destruction of the confidential information in writing within fourteen (14) days of receipt of the Purchaser's request and/or termination of the Purchase Order/contract

8.6 In addition to the assertion of any claims for compensation by the Purchaser, as well as the right to demand compliance with the requirements of this confidentiality agreement, the Purchaser shall be entitled, irrespective of any and all other rights under this confidentiality agreement, to the remedies of injunction, specific performance and other equitable relief before a competent court of law. In the event of an unauthorized disclosure of confidential information to third parties, the Purchaser shall assign his claims to the Supplier if the Supplier does not take appropriate action against the third party for the benefit of the Purchaser.

8.7 Any intellectual property rights relating to the Purchaser's drawings and any other documents shall remain vested in the Purchaser and shall not be exploited or made available to third parties without the Purchaser's prior written consent. The same shall apply to other technical details arising from the purchase order or disclosed in other correspondence or in negotiations. No provision of these Terms and Conditions of Purchase may be construed to accord to the Supplier rights of any kind to the Purchaser's intellectual property.

8.8 The Supplier acknowledges these obligations by entering into contractual negotiations, irrespective of whether a contract is concluded or not.

8.9 The Supplier shall have a similar Confidentiality and Intellectual Property Clause with his manufacturers, sub-suppliers and consultants.

8.10 This Clause along with its sub-clause shall survive for a period of 10 years after the completion/termination of this Purchase Order.

9. OWNERSHIP AND TRANSFER OF TITLE

9.1 The Purchaser shall acquire the sole and exclusive right to the unlimited use of any or all equipment, drawings, documents, know-how achieved by the Supplier during the execution of this Purchase Order.

9.2 Any and all parts (free issue items) furnished by the Purchaser and processed by the Supplier or his Sub-Supplier shall at all times prior to, during and subsequent to machining /or any value addition be and remain sole and exclusive property of the Purchaser.

9.3 The Supplier shall execute Bailment Bond Agreement in attached format for Sharing Rights like Transfer of property (design) for a specific period in respect of the parts and other items, if any issued free by the Purchaser to the Supplier.

9.4 The title of ownership of goods/material/equipment and risk thereof will pass onto the Purchaser/Client/Principal Employer when such goods/material/equipment is received at the site or at consignee premises or upon the dispatch of goods/material/equipment as the case may be and agreed in the Purchase Order.

10. CONFLICT AND INTERPRETATION OF DOCUMENTS

10.1 Several documents forming part of the Contract are to be taken as mutually explanatory of one another, but in case of any inconsistency it shall be the responsibility of the Supplier to promptly notify the Purchaser immediately within 07 (seven) of receipt of order in writing to eliminate the conflict who shall thereupon discuss with the Supplier specifying in what manner the Work is to be carried out. The opinion of the Purchaser shall be final and binding.

10.2 The Supplier shall notify the Purchaser promptly within 07 (seven) of receipt of order of any discrepancies, omissions or doubts he may have, regarding drawings, specifications or other documents. Noted or calculated

For SMS India Pvt. Ltd.		Acceptance by Supplier
 		Authorised Signatory (with office seal)
Rakesh Adlakha Senior Vice President	Abhishek Saxena Deputy General Manager	
Our GSTIN: 24AABCS8348B1ZK PAN: AABCS8348B		



ALLWIN INDUSTRIES

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dimensions shall always be followed. Drawings shall not be scaled and/or modified without the authorisation of the Purchaser. After examining such discrepancies and after discussion with the Supplier, if required by the Purchaser, the suggestions made by the Purchaser shall be final.

11. BILLING AND DESPATCH SCHEDULES

The Supplier shall furnish a detailed billing and despatch Schedule within 15 days from the date of this Purchase Order for the purpose of planning of progress/payments which will be scrutinized and approved by the Purchaser. Payment will be made to the Supplier strictly as per the approved billing schedule.

12. STATUTORY ENACTMENT GOVERNING THE WORK

12.1 The Supplier shall execute the Contract, in accordance with the rules, regulations and enactments of Central Government and State Government in force governing such supplies and services and codes and standards whether listed in the Contract documents or not keeping in view the considerations of quality and good workmanship.

12.2 This shall not be construed as relieving the Supplier from complying with any requirements of the Technical and General Specifications which may be more rigid than but not contrary to the above mentioned rules etc. nor from providing such supplies and services as may be required by the above mentioned rules and regulations, even though it may not be shown in the Technical and General Specifications. In case of variance of the Technical and General Specifications from the laws, ordinance, rules and regulations governing the work, the Supplier shall immediately notify the Purchaser and obtain instructions before proceeding on with the concerned supply. It is however, the sole responsibility of the Supplier to determine that such variation exists.

12.3 Wherever required by any law, rules or regulation, the Supplier shall also obtain, at his own cost and expense, the statutory authorities' approval for the plant and equipment designed, manufactured and/or supplied by the Supplier. The Purchaser to the extent possible shall provide necessary support to the Supplier for obtaining such approval.

13. PROGRESS REPORT

13.1 The Supplier shall submit a detailed progress report within 07 (seven) days from the date of receipt of Order via Electronic media showing completion time for each of the major activities like Engineering, purchase, procurement of materials, manufacture, assembly, testing, inspection, packing and despatch, for his scope of work and those of his sub-suppliers as per the format attached.

OR

13.2 The Progress reports as required by Purchaser shall be submitted in MS Project and shall include a write up mentioning status summary (as listed below) in brief with attached Bar chart prepared in MS Projects package showing proper linkages between all activities.

The Progress reports in the form of Bar chart from sub-suppliers must clearly mention the following:

- # Activity ID
- # Activity Description
- # Target Start and target completion dates (which shall be in line with the Contractual /Order dates)
- # Duration required for the activity
- # Actual start date of each activity (wherever started)
- # Actual / Estimated completion date of each activity.
- # Percentage completion as on status date.

The following information should be highlighted in the write up, which is to be submitted along with the reports:

- # Work done as on the status date.
- # Balance work to be completed.

Action plan required from either side for completion of activity.

Estimated completion date of the Project.

13.3 The Supplier shall do further detailing of these activities and submit a weekly / fortnightly progress report as required and asked by the Purchaser along with adequate no. of photographs (if necessary) indicating the various stages of manufacture. The Purchaser will have the right to depute his/their representative to ascertain the progress of work at the Supplier's works or works of his sub-suppliers. In case the Supplier delays to provide the progress reports as stipulated above, the Purchaser shall impose liquidated damages of 0.1% of the PO value for the delay period. The Purchaser reserves right to deduct such liquidated damages from the bills of the Supplier.

14. INSPECTION AND TESTING

14.1 The Supplier agrees that Purchaser as well as their authorized representatives shall at any time have access to the Supplier's / Sub-supplier's manufacturing shops for the purpose of reviewing and checking the items under manufacture after a previous notice to the manufacturer/Supplier.

14.2 Should such inspection entail any costs, these shall be borne by the Supplier with the exception of the personal costs for the inspectors appointed by the Purchaser/Client or the respective authorized representatives subject to completion such inspection. Should such inspection is not carried out or repeated due to reasons attributable to the Supplier then the personal costs shall also be borne by the Supplier.

14.3 The Supplier shall accord the inspecting personnel all necessary assistance and shall make available free of charge all necessary instruments, appliances, test beds, tools, and any other materials necessary for the performance of the inspection(s) to enable the inspectors to work properly in accordance with the terms of reference.

14.4 Such of the Supplier's personnel (or personnel of its sub-Suppliers) as may be required for the purposes of the inspection(s) shall be made available at no charge. The Supplier shall provide to the inspecting personnel the documentation required to carry out the inspection(s) of the technical properties of the parts to be supplied.

14.5 The readiness for the carrying out of the inspection(s) and testing must be notified to Purchaser in writing well in advance 15 (Fifteen) days before the anticipated date(s) of deliveries. Inspection call should invariably contain internal inspection reports, Test certificates and other documents as per QAP. Inspection call without these documents will not be entertained. Should the Purchaser waive the inspection(s) and testing, the Supplier shall be notified accordingly and the Supplier shall execute the inspection(s) and testing by himself.

14.6 The carrying out of the inspection(s) and testing, or any waiver thereof, shall in no manner relieve the Supplier from his contractual obligations after delivery.

14.7 The Supplier undertakes that any deficiencies or defects resulting from his fault and discovered during the inspection(s) and testing shall forthwith be remedied/repared/replaced by the Supplier prior to the agreed delivery date at his own costs.

14.8 The above mentioned inspection(s) and testing shall be in accordance with the Quality Assurance Plan.

14.9 The execution of the inspection(s) and testing must be recorded in the #Inspection Certificate".

14.10 Supplier may use SN-359 part 4 version Feb 2018 for equivalent material

15. DESPATCH CLEARANCE

15.1 All consignments shall be despatched only after receipt of "Inspection Certificate" as mentioned in clause 14.0 and "Despatch Clearance" from

For SMS India Pvt. Ltd.		Acceptance by Supplier
 		Authorised Signatory (with office seal)
Rakesh Adlakha Senior Vice President	Abhishek Saxena Deputy General Manager	
Our GSTIN: 24AABCS8348B1ZK PAN: AABCS8348B		



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Purchaser. All consignments shall be dispatched in accordance with #Despatch Instructions" which shall be obtained from Purchaser before dispatches are affected. Any deviation from the above instruction may result in non-acceptance of consignment and the Supplier shall risks and cost at its own expense.

In case of issue of eWaybill, eWay bill number to be mentioned on the Invoice by the Vendor and Copy of utilized E-Way Bill for the said consignment to be enclosed along with other dispatch documents.

16. EXPORT CONTROL AND CUSTOMS PROVISIONS

16.1 The Supplier shall be obliged to inform the Purchaser actively and comprehensively of any goods-related licensing obligations and export restrictions for his goods in accordance with Indian, German, European, U.S. export or any other International regulations when confirming the order, and shall be liable for damages and expenses as well as for fees, customs duties, and penalty payments in the event of infringement.

16.2 The Supplier shall guarantee that the personnel used for the production, storage, processing, loading, shipment, and receipt of such goods is reliable and that it has verified that none of said personnel is on the currently applicable Indian sanctions lists. Furthermore, the Supplier shall guarantee that all business partners acting on his behalf are informed that they must also take measures to secure the aforementioned supply chain. The Supplier declares that it agrees to compare personnel employed data with the currently applicable Indian sanctions lists.

16.3 If the Purchaser or his customers are subject to additional charges imposed by a customs authority due to their own erroneous certificates of origin, or if the Purchaser or his customers suffer any other pecuniary loss as a result, the Supplier shall bear liability for this if the error is based on incorrect information on the origin given by the Supplier.

17. TRANSIT RESPONSIBILITY

17.1 Plant/Equipment should be conserved and packed in such a manner to protect it from damage deterioration and pilferage during transportation to site.

17.2 The responsibility for safe delivery of complete equipment at site is that of the Supplier.

17.3 An open package inspection may be carried out once the consignment arrives at site or at the time when these items are required. If this inspection were to reveal deficiencies, damage or incorrect or incomplete deliveries, that are responsibility of the Supplier, the Supplier shall eliminate the faults within a time limit set by the Purchaser. All costs whatsoever arising in this connection shall be borne by the Supplier.

18. SPECIAL PRECAUTIONS TOWARDS PACKING

18.1 The Supplier shall properly clean the Plant/ Equipment and apply one coat of rust inhibitor and a shop coat of paint as per Purchaser's General Specification for Painting.

18.2 Heavy machinery shall be mounted and bolted to skids, which shall be of sufficient strength to support and prevent distortion to the machine. All openings of pipes, large valves and machinery must be protected by wooden covers or plugs and machined threads must be covered by caps to protect against damage in transit.

18.3 All electrical equipment, in addition to normal packing, shall be wrapped in polyethylene or polypropylene plastic sheets for protection against humidity and openings in electrical equipment shall be sealed with waterproof tapes. Further, suitable number of packets of silica gel or other suitable dehydrating agent shall be used. Protective grease-proof paper shall be inserted between the brushes and armature of motors and generators.

18.4 Fragile items shall be wrapped in crepe-cellulose wadding or some equally efficient cushioning material and stuffed in excelsior and packed in substantial wooden covers with special precaution against risk of breakage.

18.5 Separate individual package shall be prepared for following items and shall have marking corresponding to the equipment/item:

- Foundation bolt, embedments etc.
- Commissioning items.
- Initial fills
- Special tools and tackles for repair and maintenance.
- Spare parts for first two (2) years operation, if ordered
- Accessories
- Pipe fittings upto 06 inch shall be wooden packed

18.6 Each equipment or parts thereof shall, when shipped or otherwise despatched, be tagged with reference to the assembly drawings and corresponding part numbers.

18.7 Notwithstanding anything stated above, the Supplier shall be solely responsible for loss, damage or deterioration to the plant and equipment, materials caused by faulty, defective or insecure packing, or due to improper or insufficient protective measures or due to non-compliance of Packing Standard as well as packing conditions stipulated by carriers.

18.8 All primer and final coats of paints and colours shall be in accordance with the Purchaser's General Specifications for Painting included in the Contract.

18.9 The supplier shall follow SN 200, Issue 2016 standard of SMS group applicable for this type of items. The supplier shall provide for securely protecting and packing the items in accordance with the best established practices so as to protect the contents from damage during transit from point of manufacture until arrival at the erection site under conditions which may involve multiple handling, transport by ship/air/road, storage, exposure to heat, moisture, rain etc. and possibility of pilferage. The Packing shall also be suitable for prolonged storage at site.

19. PACKING LIST

19.1 Each package shall have a detailed packing list quoting specifically the name of the supplier, number and date of the Purchase order, the name of the Buyer & Consignee and the detail list of contents packed within the package indicating the nomenclature of the stores and a schedule of parts giving the part numbers and the quantity of each part and tag numbers. Refer enclosed format enclosed as Annexure to the P.O.

19.2 A Triplicate copy of the packing list shall be put in a waterproof envelope and fastened securely to the outside of the package as well as to unpacked pieces or bundles. Packing specifications showing the Net & Gross weight, length, width, height are to be shown in the packing list. Caution Marks as applicable to be marked.

19.3 Packages should have running serial numbers, which should be shown in the invoice, packing list also.

20. MARKING

20.1 Marking in English block letters shall be clearly stenciled on the packages with good quality non-fading paint in characters sufficiently large as the size of the package will permit.

20.2 One and the same set of marking should appear on all four sides of the packages. No marking need be made on top and bottom. The following markings shall appear prominently on all the four sides of the packages with 75 mm high letters.

Contract/Order No.
 Package No.
 Consignee #####.
 Brief Description: Equipment/Accessories/Commissioning
 Items/Initial Fills (to mark as applicable)
 Item no

For SMS India Pvt. Ltd.		Acceptance by Supplier
 		Authorised Signatory (with office seal)
Rakesh Adlakha Senior Vice President	Abhishek Saxena Deputy General Manager	
Our GSTIN: 24AABCS8348B1ZK PAN: AABCS8348B		



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Underneath the above main markings, other particulars as under, relevant to the Order should be marked on the packages in smaller letters:

Length Width Height
 Net weight Gross weight
 Made in [Please specify the country of manufacturing]

20.3 Apart from the above markings, cautionary symbols, such as "FRAGILE" "HANDLE WITH CARE" "DO NOT DROP" "KEEP IN DRY PLACE" "TOP - DO NOT OVERTURN" etc should also be painted as may be appropriate to the contents of package, on all four sides. When required due to length of unbalanced weight, position of gravity centre and slinging points shall be appropriately marked.

20.4 For the identification of unloading areas at the equipment location, coloured bands allocated for the Contract by the Purchaser shall be painted diagonally on all the four sides on all packages, crates or boxes. Packages containing commissioning items shall be painted in non-fading colour with letter "#CI", 150mm high at right hand top corner of all four faces of package.

20.5 In the case of bundles or metal base, proper markings, as specified herein above, are to be placed on metal tags, which are to be securely attached to the bundle or base as conspicuously as possible.

20.6 Packages must be marked on all four sides with arrows pointing to the TOP.

20.7 When required due to length of unbalanced weight, the container shall have locations of cables or hooks and the center of balance indicated by proper markings.

20.8 Fabricated sections of structures and equipment must have their respective piece marks permanently stamped into the piece to a depth of not less than one mm, and the stamped area painted with rust preventive paint to a radial distance of fifty (50) mm on the surrounding area.

20.9 All the loose components must be marked with respective Purchaser's material number & quantity as per Bill of material provided to Supplier.

20.10 The packing list of free issue items shall be prepared showing all the FIM items incorporated in main equipment.

21. COLD TRIAL AND ACCEPTANCE TEST

21.1 Cold tests shall be performed on equipment, individual sub-assemblies of the unit and shall be designed to conduct the systematic check of the components and of functional operation thereof. Client/Principal Employer shall provide the necessary input materials, power, fuels, all required utilities as detailed in Technical Specification for the cold test.

21.2 Cold tests shall include, inter alia, checking completion of erection, checking of alignment, rotation and vibration, checking of all electrical interlocks, checking of insulation, checking of cabling interconnection, input/output connection check, calibration of instruments, pressure testing of pipelines, idle and no-load tests.

21.3 A Test Manual consisting of detailed program of cold tests unit wise including formats of check-sheets shall be prepared by the Supplier and submitted at least TWO (2) months prior to Delivery of items for Purchaser's comments and finalisation with client/consultant/principal employer.

21.4 The cold tests conducted shall be for all the equipment and items covered under the Contract. The results of the cold test shall be jointly (meaning hereinafter - Supplier, Purchaser and Client) recorded and a protocol shall be signed jointly. The completion of the cold test of the complete Project and Purchaser's confirmation to client that the Plant is ready for commencement of hot trial shall mean the completion of integrated cold test.

21.5 On satisfactory completion of cold test and liquidation of omission and defects, Purchaser shall proceed for commissioning to test the plant is able to

operate under the load conditions. The plant shall be deemed to have been commissioned when the plant has successfully completion of first heat.

21.6 After commissioning as per clause 21.5 above, the supplier shall proceed for stabilisation and performance Guarantee tests for demonstration of the performance guarantee parameters.

21.7 This cold trial & acceptance test shall be carried even after lapse of Warranty period and the Supplier shall render all support and services as if this has been performed within the warranty period without any additional cost to Purchaser.

22. PERFORMANCE GUARANTEE TEST

22.1 The Supplier guarantees the satisfactory performance of the equipment in accordance with the Technical specification Annexure I. The guarantees for performance include individual items, systems and electrics for the ratings/output for the integrated operation of the Equipment/Plant/Supplies. The Supplier's responsibility under this guarantee shall not in any way be reduced, diminished or absolved for any reason whatsoever in respect of supplies, plant and equipment manufactured by the Supplier and/or its sub-supplier.

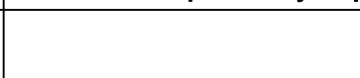
22.2 The Supplier shall demonstrate the performance guarantees in accordance with Annexure I during the Performance Guarantee Test and achieve the rated production in a sustained manner and the other parameters as specified. Upon the successful demonstration of Purchaser's performance guarantee tests for each unit of Equipment or Plant to the Client/Principal Employer, which also includes successful demonstration of the Supplier's performance guarantee tests, the final acceptance certificate will be issued.

22.3 If the performance guarantee parameters for any of the units are not achieved due to reasons attributable to the Purchaser/Client/Principal Employer, the Purchaser/Client/ Principal Employer shall immediately rectify or repair the equipment supplied by the Supplier for which Supplier will suggest an action plan. Acceptance of such action plan shall at sole discretion of the Purchaser/Client/Principal Employer. After the rectification or repair of the equipment supplied by the Supplier, the Performance Guarantee tests shall be repeated in accordance with the provision of the Purchaser Order. The time schedule for the repeat test shall be mutually agreed upon. If the performance guarantee parameters are not achieved even after repeated attempt, Purchaser shall issue a unit wise Performance Guarantee Tests Certificate. However, Supplier shall still remain responsible to carry out the Performance Guarantee tests on mutually agreed terms after Purchaser/Client/Principal Employer has rectified or replaced the portion of the unit supplied by Purchaser/Client and which is not performing. The successful demonstration of the Supplier's performance guarantee tests shall remain the sole criteria to issue the final acceptance certificate.

22.4 If the performance guarantee parameters for any of the units are not achieved for reasons attributable to the Supplier, the Supplier shall immediately rectify or repair or replace the equipment supplied by the Supplier. Subsequently, the Performance Guarantee tests shall be repeated in accordance with the provision of the Purchaser Order. Supplier shall make all the efforts to achieve the performance guarantee parameters.

22.5 In case after repeat attempt of the Performance Guarantee Test/s, the performance guarantee parameter/s for any of the units are not achieved in accordance with Annexure I, with the result of the test/s being within the tolerance limits, then Purchaser/Client shall accept the unit with the liquidated damages in terms of the Purchase Order deductible from the bills of Supplier for variation in the performance guarantee parameter/parameters and thereafter the Performance Guarantee Test Certificate for the unit shall be issued by Purchaser.

22.6 In case after repeat attempt of the Performance Guarantee Test/s, the performance guarantee parameter/s for any of the units are not achieved in accordance with Annexure I, with the result of the test/s beyond the tolerance limits or fails to fulfill the requirements of the Contract, then such unit shall be rejected by the Purchaser, and the Supplier shall, on demand by the

For SMS India Pvt. Ltd.		Acceptance by Supplier
 		
Rakesh Adlakha Senior Vice President	Abhishek Saxena Deputy General Manager	
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Purchaser, make replacement of material/equipment/plant or part thereof within shortest possible time without any cost to the Purchaser.

22.7 In event of failure of the Supplier to replace the material/equipment/plant or part thereof, the Purchaser shall procure the material/equipment/plant from the open market at the prevalent market rate. Such replacement shall be carried out by the Purchaser, to the same Technical Specification. The Supplier's liability under this clause shall be satisfied by paying the Purchaser all moneys paid till date by the Purchaser to the Supplier in respect of such equipment/material/plant plus the reasonable ascertained difference, if any, between the replacement price as installed and the original Contract Price as installed, in respect of such defective plant.

22.8 Purchaser, however, at its sole and absolute discretion may accept the unit with enhanced liquidated damages payable by Supplier. The enhanced rates of liquidated damages shall be decided by the Purchaser at its sole discretion. After payment of the agreed enhanced liquidated damages Purchaser shall accept the unit and issue the Performance Guarantee Tests Certificate for such unit.

22.9 The Performance guarantee for equipment manufactured as per Purchaser's drgs and Boms shall be limited to use of best Engineering practice, use of good quality materials, good workmanship and manufacturing as per SN200 or as specified in drgs and Boms.

22.10 This performance test shall be carried out even after the lapse of the warranty period and supplier shall render all support and services as if this has been performed within the warranty period without any additional cost to Purchaser.

23. REJECTION OF DEFECTIVE EQUIPMENT PLANT, MATERIALS BY PURCHASER/ CLIENT/PRINCIPAL EMPLOYER

23.1 If the material/equipment/plant or any portion thereof at any time before it is finally accepted, be found defective or fails to fulfil the requirements of the Contract or is rendered unserviceable by the Purchaser/Client/Principal Employer, the Purchaser shall be at liberty to reject the equipment/plant/material supplied by the Supplier.

23.2 The Purchaser shall give the Supplier notice as soon as reasonably practicable, setting forth particulars of such defects or failure, and, in so far as may be necessary, place the plant/equipment at the Supplier's disposal. The Supplier shall, with all speed and at his own expense, repair or rectify it to comply with the requirements of the Contract.

23.3 In case, the Supplier fails to cure such defects within a reasonable time period as prescribed by the Purchaser, then such equipment/material/unit/plant shall be rejected by the Purchaser at its sole discretion may either demand replacement of material/equipment/plant or a part thereof, as the case may be, which is defective or fails to fulfil the requirements of the Contract, within shortest possible time without any cost to the Purchaser OR the Purchaser shall be at liberty to procure the material/equipment/plant from the open market at the prevalent market rate.

23.4 The Supplier's liability, in case of procurement from open market, shall be satisfied by paying the Purchaser the entire amount paid by the Purchaser to the Supplier in respect of such equipment/material/plant plus the difference amount, if any, between the replacement price as installed and the balance of original Contract Price as installed, in respect of such defective plant.

23.5 In case the Supplier fails to provide for replacement of material/equipment/plant or a part thereof, as the case may be, which is defective or fails to fulfil the requirements of the Contract, the Purchaser shall procure the material/equipment/plant from the open market at the prevalent market rate. The Supplier's liability under this clause shall be satisfied by paying the Purchaser the entire amount paid till date by the Purchaser to the Supplier in respect of such equipment/material/plant plus the difference amount, if any, between the replacement price as installed and the balance of original Contract Price as installed, in respect of such defective plant.

23.6 In the event of such rejection, the Purchaser/Client shall be entitled to the use of the plant in a reasonable and proper manner for a time sufficient to enable him to obtain the replacement.

23.7 The Supplier shall be entitled to remove and retain all plant that the Purchaser may have replaced at the Supplier's cost. If the Supplier fails to remove such rejected/replaced plant within a reasonable time i.e., within 15 (fifteen) of notice from Purchaser, the Purchaser shall be entitled to cause the removal thereof and all expenses incurred by the Purchaser in connection therewith shall be to the Supplier's account.

23.8 Purchaser's decision regarding the rejection of equipment/plant/machinery shall be final and binding on both the parties.

24. WARRANTY PERIOD AND FINAL ACCEPTANCE

24.1 The Supplier shall warrant that the equipment shall be new, free from any defects and of most modern design based on best Engineering practices, proven and established technology and in accordance with the technical specifications, Annexure I of the Purchase Order.

24.2 Warranty shall be effective for 12 months from the date of Commissioning by Client or 36 months from the date of receipt of last items/equipment/plant at site, whichever is earlier. During the aforesaid warranty period the Supplier shall be liable to repair, make good, replace or modify any parts that may fail or show signs of defect of his own manufacture or those of his sub-Orders, and arising from faulty materials, designs, workmanship or omission of the Supplier. Normal wear and tear will be excluded.

24.3 The Warranty period for such replaced/repared parts shall be 12 months from the date of concerned, part is commissioned or 24 months from the date of despatch, if delivery or putting into operation is delayed for reasons not attributable to the Supplier respectively.

24.4 This provision shall not apply to the remaining parts or equipment, the warranty period of which shall be extended only by a period equal to the period during which such parts or equipment are out of operation as a result of a defect covered by this clause.

24.5 All such repairs, replacements, modifications of defective parts shall be made free of cost (including but not limited to taxes, duties, other levies) at site by the Supplier and the return of the defective parts to the Supplier's works shall be the Supplier's responsibility and shall be made at his expense.

24.6 In case, the Supplier fails to rectify/replace/repair, the equipment/plant/material supplied by the the Supplier within the time limit set by the Purchaser and to its satisfaction, the Purchaser will have the right to have it rectified by any third party or have it replaced by procuring the defective material/equipment/plant from the open market at the prevalent market rate, at the risk and cost of the Supplier. The Supplier's liability, in case of procurement from open market, shall be satisfied by paying the Purchaser the entire amount paid by the Purchaser to the Supplier in respect of such equipment/material/plant plus the difference amount, if any, between the replacement price as installed and the balance of original Contract Price as installed, in respect of such defective plant.

24.7 On completion of such repair or replacement, the Purchaser shall raise invoice upon the Supplier for all the costs incurred, with submission of the relevant documents, and such invoices shall be due and payable within thirty (30) days of the invoice date. On completion of Warranty period, the Purchaser will issue a Final Acceptance Certificate to the Supplier.

24.8 If due to deficiencies in the equipment/material, the plant cannot be operated at the operational condition defined in the Technical Specification, the issuance of the Final Acceptance Certificate will be extended for the period such deficiencies/difficulties prevent the operation of the plant as stated herein above.

24.9 The Final Acceptance Certificate will not be issued until such time the

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Supplier has discharged all his obligations under the Contract.

25. REPLACEMENT OF UNSERVICEABLE MATERIALS

25.1 If any equipment/plant/material is rendered unserviceable or unusable by the Client/Principal Employer from any cause whatsoever including loss or damages in transit from the Supplier's/his Sub- Supplier's works to the site, at any stage before the Final Acceptance Certificate is issued, the Supplier shall on demand by the Purchaser, make replacement in such a way as to avoid disturbances in the progress. This shall apply irrespective of the questions whether or not the risk has passed to the Purchaser, or who shall be responsible for the unserviceableness, as aforesaid.

26. PAINTING

The general specification for painting and colour code etc. shall be followed for painting of the equipment, steel structures etc. as given in the technical specification - Annexure I.

27. DRAWINGS & DOCUMENTS

27.1 The Supplier shall submit drawings and documents (excluding manufacturing drawings) in requisite number of sets as described (Minimum # 5sets or as required by Purchaser) in the Technical specification and scope of supply Annexure-I, as per the submission Schedule given therein.

27.2 Approval of the Suppliers' drawings and documents shall not relieve the Suppliers of any of its responsibilities under the Purchase Order.

27.3 Submission of drawings/ documents specified in the Technical specification shall be respected failing which the Order will not be deemed to have been duly executed for all purposes. The Supplier shall submit to the Purchaser 'As built drawings' in CD Rom in TIF Format with two (2) hard copies at the time of completion of the Order.

27.4 The Supplier shall depute his Engineers, if required for discussions and approval of drawings by Purchaser/Consultant at their office without any extra costs to the Purchaser.

28. UNPRICED PURCHASE ORDER

The Supplier shall furnish via electronic form unpriced Purchase Orders placed on his Sub-Supplier for major equipment, items, assemblies, sub-assemblies etc. within 1 month from the date of Order.

29. SUB-CONTRACTING

29.1 The Supplier shall not subcontract, sublet or transfer the part or whole of the Purchase Order to any party without having received the prior consent in writing of the Purchaser.

29.2 The Purchaser is entitled to reject sub-Suppliers partially or entirely. Sub-contracting, sublet or transfer shall not relieve the Supplier from his obligations of this Purchase Order.

30. BOUGHT OUT EQUIPMENT

Prior approval shall be taken from the Purchaser for bought-out equipment from Sub-Suppliers, which are not mentioned in the approved list (Annexure I) of the Purchaser.

This however shall not have any bearing on delivery and shall not relieve the Supplier from his obligations of the Purchase Order. Supplier shall be responsible for the acts, defaults and neglects of his sub-suppliers, its agents or employees as fully as if they were his acts, defaults or neglects irrespective of Purchaser's approval.

31. SPECIAL TOOLS AND TACKLES AND INSTRUMENTS

If special tools, tackles and instruments are required for erection,

commissioning, operation and maintenance of the plant, the Supplier shall furnish a list of such item with itemwise price. Purchaser may order the same, which shall be supplied on a mutually agreed delivery date.

The Supplier shall also furnish the details of pre requisite (for erection & commissioning of the equipment) to the Purchaser immediately after placement of order alongwith the tentative time period to complete the Supervision of erection & commissioning (E & C) or E & C activity at site. Based on Pre requisite the Purchaser shall plan the activities at site before calling the Supplier for their services.

32. SUPPLY OF COMMISSIONING SPARES AND INITIAL FILLS

32.1 The Supplier has confirmed that they shall Supply sufficient quantity of commissioning item as required for the commissioning of all the Equipment. The Supplier shall ensure that the commissioning items with proper identification mark shall be delivered with the Equipment. However, in case the commissioning items are found to be inadequate during commissioning of the Equipment, the Supplier shall be responsible for supplying any extra commissioning items that may be required free of cost delivered at equipment location and in time, such that commissioning is not in any way affected.

32.2 Supply of initial fills as specified in Technical Specification or as required shall be in Supplier's scope.

If the supply of initial fills is not included in Supplier's scope as per Purchaser's written communication , then the supplier shall inform the details & quantity required for such items in pre requisite form (for erection & commissioning of the equipment)

33. MAINTENANCE SPARES / INSURANCE SPARES TWO (2) YEARS SPARES

The Supplier shall furnish a list of maintenance spares required for 2 yrs.- 3-shifts, trouble free operation and maintenance of the plant and a list of insurance spares within 2 weeks from the date of Order giving the following details:

- a) detailed ordering specification and its make
- b) Quantities recommended.
- c) Itemized Price on FOR site, basis inclusive of all taxes, duties, freight & transit Insurance.

The prices shall remain valid for acceptance of the Purchaser for a period of 12 months from the date of order.

The Supplier undertakes a guarantee to supply these spares for a period of ten years on a mutually agreed price and delivery from the date of order.

Should these spare parts no longer be included in the Supplier's manufacturing programme, the Supplier shall furnish, at no cost to Purchaser, the workshop drawings and specifications of the spare parts concerned, if and when requested, or appertaining catalogues, if they are standard or series parts supplied by third parties.

34. SUSPENSION OF PURCHASE ORDER

34.1 If the time of delivery or performance has to be postponed, the Purchaser can at his own discretion demand the temporary suspension of work. In this event, the time of performance of each party is amended accordingly. If a temporary suspension should endure for more than 1 (one) year, appropriate Purchaser Order on the consequences must be reached.

34.2 If after the expiry of 1 (one) year, the Purchaser cancels the Purchase Order, the Purchaser shall reimburse the Supplier its actual and documented expenses arising from the Purchase Order upto the amount of agreed consideration. However, this settlement shall be in line with the settlement by the Purchaser with their client/principal employer.

Completed parts of the ordered equipment for which the Purchaser has an

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economic use must be paid for in proportion of the complete Order. The Purchaser will not, however give consideration for parts that the Supplier can use otherwise itself. The Supplier cannot assert any further reaching claim, irrespective of the cause in law.

34.3 The purchaser shall have the right to suspend the purchase order at any time either completely or in part for a period to be defined by Purchaser.

If such suspension is applied for reasons attributable to the Supplier, then the Supplier shall not be entitled to claim reimbursement of the cost and expenditure caused to him by such suspension. Such reasons include, but shall not be limited to, the suspension of payments and Insolvency proceedings.

If the order is suspended for reasons attributable to the Purchaser and if the duration of suspension exceeds a period of 6 months, the Supplier shall receive compensation for the actual costs incurred as per supporting documentary evidence by the suspension from the seventh month onward. The calculation of such cost shall be based on the original terms and conditions and supporting original documents.

35. TERMINATION IN CASE OF SUSPENSION OF PAYMENTS/INSOLVENCY

The Purchaser shall among others, be entitled to serve notice of termination of the purchase order if the Supplier stops making payments due to institution of insolvency proceedings against the Supplier or become insolvent or admitted under Corporate Insolvency Resolution Process.

The Supplier while taking order / or while submitting offers or during execution of order shall intimate to the Purchaser of any Insolvency proceeding going on with the Supplier for Purchaser to take remedial action.

36. ORDER CANCELLATION/TERMINATION

36.1 Without prejudice to clauses - Force Majeure and Arbitration and to any other remedy available, the Purchaser at his option, may cancel/terminate the Contract at any time by simple 07 (Seven) days written notice to the Supplier in case any of the following circumstances occurs for which the Supplier is responsible:

-- For material breach of contract for the reasons solely attributable to the Supplier.

-- Unjustified interruption of contractual services by the Supplier including delays and/or failure to maintain delivery schedule of designs, plant and equipment and other supplies or completion of work as agreed to and such delay occurred more than sixty (60) days without assigning any reason or non-fulfillment of contractual terms and conditions

-- Sustained Errors, negligence, insufficiencies in the Contract specifications or failure to supply sufficient material, repeated supply of defective materials or other similar circumstances attributable to the Supplier.

-- If the Supplier refuses to implement instructions received from the Purchaser or Consultant within the stipulations of the Contract.

-- Where the Supplier is declared in Liquidation or Insolvent or is involved in similar proceedings or may have entered into contracts or arrangements with his creditors or others, which might compromise the Supplier's solvency.

In any of the cases described above, the Purchaser shall inform the Supplier of its decision to cancel the Contract or to terminate the Supplier's services, in whole or part under it, specifying in such notice the reason or the basis for this decision. The Supplier shall immediately stop all work in connection with the Contract, except as directed by the Purchaser.

36.2 Upon such termination, the Supplier shall, upon the purchaser's request handover to them any or all of the work, specification, document, datasheets & other matters that the Supplier may have prepared for the equipment,

components & materials paid by the purchaser and the purchaser shall have the right to make use for the same for such purpose as the Purchaser may desire.

36.3 After such notice is given, the Purchaser shall be at liberty to contract with other persons/parties or to perform with his own personnel these supply/services undertaken by the Supplier in the Contract at the risk & cost of the Supplier. The Supplier shall also be liable for any costs for obtaining the balance of the items/materials from another agency in excess of the Contract price. In case of cancellation/termination of part of the Contract, the Supplier will continue performance of the Contract to the extent not cancelled/terminated by the Purchaser.

36.4 In case of Termination, all the expenses incurred by supplier during or for execution of Purchase Order towards its new establishment, tools, tackles, machineries, and manpower at any place shall be borne by the Supplier. Purchaser under no circumstances shall bear such expenses inspite of termination/cancellation of order by the Purchaser. The Purchaser shall bear only the direct expenses if any incurred for execution of order based on documentary evidence.

36.5 In case, Client/Principal Employer cancels/ terminates the Contract with the Purchaser for any reasons whatsoever, the contract between the Purchaser and the Supplier shall automatically stand cancelled / terminated and settlement shall be in line with Purchaser's settlement with Client. In such event, the Supplier shall not be entitled to recover any cost or expense from the Purchaser resulting due to such termination.

37. PATENT INFRINGEMENT AND INDEMNITY

37.1 Patent Infringement

37.1.1. The Supplier shall protect, indemnify and save harmless the Purchaser, /Client/Consultant, its successors, assigns, customers and users of its products against all liabilities, including costs, expenses, claims, suits or proceedings at law, growing out of, or in connection with, any actual or alleged patent infringement (including process patents, if any), or violation of any licence with respect thereto, by reason of the manufacture and/or sale by, or on behalf of the Supplier of the plant or any part thereof in India or abroad for the purpose for which it is furnished, or the sale by the Purchaser and/or client, its successors or assigns of products made, manufactured, fabricated, processed or produced with the said plant or any part thereof, and shall defend or settle at the Supplier's own expense, any such claims, suits or proceedings.

37.1.2. The Purchaser will promptly notify the Supplier in writing of any such claim, suit, action or proceeding coming to its attention, giving authority and all available information and assistance for the Supplier's defence of the same. If at any time the installation of the plant/ equipment or any part thereof, or the use thereof in India or abroad for the purpose for which it is furnished, or the sale of products produced therewith, is prevented or enjoined because of patent infringement or claimed infringement, the Supplier shall promptly at his own expense, either procure for the Purchaser and/or client the right to use and continue to use such plant or replace the same at his own expense with equally efficient non-infringing plant/ equipment satisfactory under all requirements of the Contract, so that the operation of the plant/ Equipment will not be unduly delayed or interrupted. If shipment of the plant / equipment, or any part thereof is prevented by attachment, injunction or other- wise at, or in the course of transit from the Supplier's factory or other point of origin to the site, as a result of any claim of Patent infringement, the Supplier shall, at his own cost and expense, promptly furnish and post the necessary bond or take such other steps as may be necessary to enable shipment to be made without delay. The Purchaser and/or client will have the right to retain Counsel of its own choice to collaborate in the defence of any such claim, suit, action or proceeding.

37.2 Indemnity

37.2.1 The Supplier shall indemnify and hold harmless the Purchaser/Client and its consultants, or its officers or employees from all liabilities, claims,

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costs, expenses, taxes and assessments, including penalties, attorney's fees and court costs which are, or may be, required with respect to:

a) any breach of the Supplier's obligations under this Contract, or for which the Supplier has assumed responsibility under this Contract, including those imposed under this Contract, Central or State laws,

b) wrongful act or negligence by Supplier or any of its employees against any third party

c) all salaries, wages, or other compensation of all persons employed by the Supplier or his sub-suppliers in connection with the performance of any work covered by the Contract/Order.

38. FORCE MAJEURE

38.1 Time being the essence of the Purchase Order, if either party is prevented from the performance of its obligations in whole or in part for reasons of Force Majeure, viz. acts of God, acts of Government, acts of Public enemy, war, riot, civil commotion, insurrection, embargo, blockade, storm, earthquake, sabotages, fire, floods, explosions, strike and lock-out, quarantine restrictions and any other event which is beyond the control of the affected party, then provided Notice of happening of any such eventuality is given by the affected party to the other party within 14 days from the date of occurrence and cessation of Force Majeure, the period of Force Majeure shall be excluded accordingly.

38.2 The effect of Covid-19 pandemic, if any, shall not be considered under force majeure and supplier shall ensure completion of the job as per contractual schedule.

38.3 The affected party shall take adequate measures to mitigate performance of the contract/purchase order.

38.4 Neither the Supplier nor the Purchaser shall be entitled for revision of the price and/or claim for losses and/or any additional costs whatsoever incurred during the period of Force Majeure. The notice shall be accompanied by evidence from Government Authority or Chamber of Commerce regarding both occurrence and cessation of the Force Majeure.

38.5 When the occurrence is over, the party affected by the occurrence shall immediately advise or notify the other party in writing.

38.6 If Force Majeure event continue beyond the period of 3 months from the date of notice of Force Majeure, the parties shall hold consultation to decide on the further course of action. The Purchaser reserves its right to cancel/terminate the Purchase Order in case no further course of action/amendment to the Purchase Order is achieved within 30 days from the date of the expiry of 3 months period.

38.7 RESCISSION IN CASE OF FORCE MAJEURE

The purchaser shall be relieved from all the obligations to take the ordered supply/service as a whole or in parts if the supply/service due to force majeure can no longer be used in accordance with the intended use.

39. REVISION OR CHANGES IN THE SCOPE OF WORK

39.1 In the event of consultative discussions and/or technical alterations that are made in the course of elaborating the design having consequences that affect prices and/or deadlines, the Supplier shall report the same to Purchaser within seven (7) calendar days of their being revealed. The prices and/or deadlines shall be adjustable only if the Purchaser approves the same.

39.2 If any change is required for completeness of the work or the Supplier himself desired changes, the Supplier is not entitled to any extra price or time.

39.3 Changes occasioned due to non-observance by the Supplier of the provisions of this Contract or arising out of detection by the Purchaser of errors in the documents or in works not in compliance with the design, specifications & drawings or with the best Engineering practice as per order, shall neither give rise to price adjustment nor extension of time. The Supplier shall take immediate steps to restore the Contractual position.

39.4 The Purchaser reserves the right to request changes. The acceptance of any change/s shall be confirmed to the Purchaser in writing. Price increases and/or reductions resulting from such revisions shall be specified in writing and additionally agreed in writing. Claims for extra prices if any can only be filed in writing to Purchase Department within 07 (seven) days of such request from the Purchaser.

40. THIRD PARTY INTELLECTUAL PROPERTY ACT

40.1 The Supplier is liable for the subject matter of the Purchase Order and its application not infringing any intellectual property rights of third parties.

40.2 Insofar as third parties assets such intellectual property rights, the Supplier undertakes to indemnify and keep indemnified the Purchaser and the Client from any demands at its own cost to ensure requirements of the Purchase Order.

40.3 The Supplier shall bear all the costs and expenses accruing to Purchaser and the Client in this connection. If a legal action is threatened or is initiated against the Purchaser and/or the Client, the Supplier undertakes to defend the same and bear all the costs.

41. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision contained herein, neither party shall be responsible to the other party for any indirect or consequential damages such as but not limited to loss of profit, loss of interest, loss of business relation, loss of production.

42. JURISDICTION AND GOVERNING LAW

42.1 The Purchase Order and this General Terms and Conditions shall be governed by the laws of India. Courts at Delhi shall have exclusive jurisdiction for any disputes or difference between the parties.

43. DISPUTE RESOLUTION AND ARBITRATION

43.1 If any dispute or difference whatsoever arises between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof, the same shall be resolved amicably in good faith. If the parties fail to reach any amicable settlement within 30 days from demand of amicable settlement, the disputes or differences shall settled by the way of Arbitration. Arbitration and Conciliation Act, 1996 and its subsequent amendment shall govern the Arbitration.

43.2 For this purpose, each party shall nominate an Arbitrator within 30 days from the day when a written and valid demand for arbitration is received by either of the parties. The two arbitrators so nominated shall appoint a presiding arbitrator within 15 days from the date when arbitrators appointed by each parties enters reference.

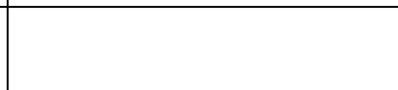
43.3 The venue and seat of the Arbitration shall be New Delhi. The Award passed by the Arbitral Tribunal shall be final and binding on the parties.

43.4 The arbitration fee inclusive of any administrative fee shall not exceed 10% of the principal claim amount. The arbitration fee shall be borne equally by both the parties. Litigation cost including lawyer fee shall be borne by respective parties.

43.5 The Arbitral Tribunal shall award no interest of any nature.

43.6 Notwithstanding the agreed herein and during the pendency of arbitral proceedings, Purchaser shall be at liberty to initiate appropriate judicial proceedings in the court of law to obtain injunctive relief or relief of specific performance against the Supplier.

43.7 It is clarified that pending reference to arbitration, the parties shall comply with their obligations under the contract and the supplies/work shall not be stopped unless dispute is of such a nature that it is not possible to continue the work.

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 		 Authorised Signatory (with office seal)
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44. COMPLIANCE / CODE OF CONDUCT

44.1 The Supplier shall comply in all respects with the laws and regulations of the applicable legal system, including, though not limited to, regulations on antitrust law, corruption prevention, data protection, and export control.

44.2 The Supplier declares that he is familiar with, and that he shall comply with, the Purchaser's Code of Conduct, the latest version of which can also be downloaded from the Internet site www.sms-group.com. The Supplier shall take all reasonable measures to this effect and shall consult the Purchaser in the event of problems and uncertainties. The Supplier shall obligate his sub-suppliers in writing by comparable means and shall submit this written proof to the Purchaser on request.

44.3 If there is any suspicion that the Purchaser's compliance principles and requirements are not being adhered to, the Purchaser reserves the right to demand information on the relevant facts and circumstances and, if required, to conduct his own investigations, for which the Supplier shall provide his support. If the Supplier violates any of the obligations mentioned in Section 16 of this document, or if a claim is made against the Purchaser, the Purchaser shall be entitled, without prejudice to further claims, to demand compensation, terminate the contract or withdraw from it, and the Supplier shall indemnify the Purchaser against all claims

a) Packing material obligation related to reuse/recycle/disposal as per Government norms.

b) Goods & Equipments must be tested and validated for its environmental impact during operation.

c) Material handling, transportation & storage guidelines must accompany.

d) Equipment or product should fulfill all applicable health, safety & environmental regulation & legislations.

e) Products or equipments must mention the shelf life and the disposal procedures.

f) Transport Emergency (TREM) card for transportation of hazardous materials.

g) Safe operating procedure for working personnel to avoid any health hazards.

h) Material Safety Data Sheet must accompany wherever applicable.

i) All vehicle coming inside should have valid fitness certificate issued by the concern Govt Authority.

45. STATUTORY LIMITATION

Claims against the Purchaser based on or in connection with his purchase order shall expire three (3) years after the date of receipt of the delivery and the invoice. If the date of receipt of the delivery and the date of receipt of the invoice differ, the earlier of the two dates shall be deemed authoritative.

46. LIMITATION OF LIABILITY

46.1 No liability for any reasons whatsoever shall be assumed by the parties unless expressly stated in the order.

47. LANGUAGE

All the correspondence pertaining to this Order shall be in the English Language.

48. CORRESPONDENCE PROCEDURE

All correspondence referring to this Purchaser Order shall be addressed to: as per SAP PO.

49. GENERAL

49.1 Any amendments or additions to this Purchase Order shall be valid only if the same are in writing and signed by the authorized representatives of the parties.

49.2 The Purchase Order shall be binding upon the Parties. Upon acceptance of the Purchase Order, all previous correspondence/understandings/offer/terms between the parties related to the Purchase Order shall be deemed nullified.

49.3 All Expenses incurred during pre-ordering stage(s) shall be borne by the Supplier. The Purchaser under no circumstances shall bear or reimburse such expenses irrespective of issuance of Purchase Order to the Supplier.

50. HEALTH, SAFETY & ENVIRONMENT

Supplier have to abide by all statutory Health, Safety and Environment protection Rules and Regulations as would be in force during execution of the job. Any claim, financial, legal or otherwise arising out of non-observance of the Health, Safety and Environment protection rules and regulations have to be settled by Supplier directly without involving Purchaser in any way.

Below points to be followed in manufacturing & supply of the material and Services.

For SMS India Pvt. Ltd.		Acceptance by Supplier
 		Authorised Signatory (with office seal)
Rakesh Adlakha Senior Vice President	Abhishek Saxena Deputy General Manager	
Our GSTIN: 24AABCS8348B1ZK PAN: AABCS8348B		

To
Sr. General Manager.
SMS India Pvt Limited,
286, Udyog Vihar, Phase II
Gurugram 122016
Haryana - India

dated

Dear Sir,

Please find enclosed the following documents enabling you to process our payment against Advance / PBG Payment.

Ref:- 1.0 P.O. No. _____ dated _____.

Description	Documents Sent to SMS India on	Enclosed YES / NO. if Not enclosed Likely date of submission.
a. Performa Invoice with item description,HSN code as per dispatch clearance)		
b. P.O acceptance Copy (SMS India SAP P.O. dully signed and stamped on eachand very page)		
c. Manufacturing Schedule in form of BarChart / PERT chart specifying the major Mile stones.		
d. Advance Bank / Performance bank Guarantee.		
e. Issuing Bank Confirmation Letter of issuance of BG in favor of SMS India against respective P.O.		

We reconfirm that our payment shall be due from the date of submission of last set of documents as specified in P.O Terms.

In case of any query please address your query related to Invoice correct / balance documents submission please contact our Mr. XYZ ; Mobile No. ;E Mail ID.

Kindly acknowledge the receipt of same.

Thanking you.
Name of supplier.

Authorised Signatory
(Name and contact Details.)

To
Sr. General Manager.
SMS India Pvt Limited,
286, Udyog Vihar, Phase II
Gurugram 122016
Haryana - India

dated

Dear Sir,

Please find enclosed the following documents enabling you to process our payment against supply of material.

Ref:- 1.0 P.O. No. _____ dated _____.
2.0 Despatch Instruction bearing No _____ dtd _____.

Description	Documents Sent to SMS India on	Enclosed YES / NO. if Not enclosed Likely date of submission.
f. Tax Invoice with item description, HSN code as per dispatch clearance)		
g. Receipted, LR, marked as consignee copy attached, door delivery ("self"marked or "delivery against consignee copy" not acceptable)		
h. Packing list (with item description, HSN code as per dispatch clearance), in theprescribed format attached		
i. Photocopy of Receipted LR		
j. E Way Bill Photocopy		
k. Erection Operation and Maintenance manual -6 sets. For OEM supplies.		
l. As Built Drawing (If specified In P.O.)		
m. Performance bank Guarantee.		

We reconfirm that our payment shall be due from the date of submission of last set of documents as specified in P.O Terms.

In case of any query please address your query related to Invoice correct / balance documents submission please contact our Mr. XYZ ; Mobile No. ;E-Mail ID.

Kindly acknowledge the receipt of same.

Thanking you.
Name of supplier.

Authorised Signatory.
(Name and contact Details.)