## <u>Aaran 1 Engineering Private Limited</u> <u>Purchasing Terms and Conditions</u>

## **ANNEXURE-I**

- 01. Please Send Acceptance of Our Order Within Four Days from the Day of Receipt of The Order. If Not Received Within Stipulated Time, It Will Be Considered That Our Order Has Been Accepted (Including Our T&C)
- 02. In All Correspondences, Challan and Invoice, the Order Number and Date Should Be Quoted As shown in the Order to Avoid Delay in Accounting and Passing of Your Invoice.
- 03. Goods Supplied Against the Order Must in All Respects Conform to the Description given in This Order & Drawing/Samples Approved and or provided. Goods Supplied Against the Order Shall Be Perfect in Material and Workmanship and Fully Adaptable for use Intended too.
- 04. Dispatch Documents Must Reach Us in Time to Enable Us to Take Delivery of the Goods Free of damage, Wharf Age and Any Such Charges, If Incurred, Shall Be to Your Account.
- 05. All Items in the Invoice Should Be Covered by A Single Order. Goods Supplied in Excess of Quantity Ordered Shall Not Be Accepted Without or Prior Approval in Writing.
- 06. Invoice in Duplicate Should Accompany the Supply, COC/COT, and all relevant information and Excise Paid Invoice, Wherever Applicable, Must Accompany the Delivery Challan. Invoice Should Be Always Submitted in Triplicate.
- 07. The Goods Shall Be Properly Packed (in Standard Containers If Mentioned) So as to Make the Handling Effective & Preserve Them Properly.
- 08. A Single Invoice Should Be Made to Cover All Items Delivered Against a Single Challan. Similarly, Separate Invoices Must Be Made for Items Covered by Different Challan.
- 09. Strict Adherence to the Delivery Schedule Is Absolutely Essential. We Reserve the Right to Treat the Order as Cancelled in the Event of Your Non-Compliance with the Delivery Schedule Given.
- 10. The Material Should Be Delivered at Our Factory, Unless Otherwise Expressly Stated Where the Material Has to Be Supplied EX-Our Factory. Material Acceptance & Unloading Shall Be Done by the company on the same day, If the Vehicle Reaches Our Premises Before 3.30 P.M. Material Received Late or Without Proper Delivery Challan/Excise Documents Is Liable to Be Returned.
- 11. The Inspection Done at Our Plant Will Be Final. Rejected Material Will Be Lifted within 3 Days from the Date of Intimation. If Processing Further Defects Are Noticed We Reserve the Right to Reject Such Material Even If It Was Accepted in the First Instance. For Overseas Suppliers, Reply on It Intimation With in 3Days & Lifting/disposal Action in 15Days. If Not Lifted in Specified Time, A1 Eng. Is Liable to Ask for Rent of Occupied Space as Deemed Fit by A1 Management.
- 12. The Price Mentioned in PO Is Firm & Final and Is Inclusive of Delivery Charges, Unless Agreed to the Contrary.
- 13. Aaran 1 Engineering or Aaran 1 Engineering Customers Drawings, Sample and Such other Technical Data Made Available by Us for Manufacturing the Ordered Items Are Our Property & Should Be Treated with Utmost Care & Secrecy and Returned on Completion of Order.
- 14. After Checking the Quality of the Material, Invoice/Invoice Will Ordinarily Be Paid by Us After 90 Days from the Date of Receipt of the Goods or With in the Period Stipulated in the Purchase Order. If You Have Accepted This Order & Supplied /In Process of Suppling Said Material, If the Machine/Product Supplied Is Not Performing As per Our Expectations & Is Considered Unacceptable (Either During First Trial or Subsequently within warranty Period) Supplier Will Return Our Complete Advance/any Other Payment Done Against the Same. In Case of Balance /Complete Payment, UPI Reserve Right for Non-Payment of the Same.
- 15. The Seller Shall Be Responsible for the Free Replacement or Repair, As Determined by Us, Of the Goods or Any Part of the Goods Supplied Against the Order When Such Replacement or Repair Is Warranted by Defect(S) in Material, Workmanship or Design of Such Goods.
- 16. If You Are Not Registered with Sales Tax Authorities and Forced to Pay Purchase Tax, you will Have to Compensate Us for Such Payment.
- 17. Weighment Done at Our Works Shall Be Final. Seller's Representative Is Allowed to Check for Weight at the Time of Weighment.
- 18. The Seller Shall Be Under No Liability for Failure to Deliver and the Buyer From Failure To Accept the Good Here-Under When Such Failure Is Due to an Act of God, Enemies of The State, Earthquake, Fire, Floods, Strikes, Lock-Outs, Labor Troubles Riots, Commotion, Embargoes Act of Terrorism Or Other Similar Causes Beyond the Control of the Buyer Or The Seller As the Case May Be Provided in case of the seller He Has Informed the Buyer With in A Week of Such Infrequency.

- 19. The Buyer Reserves the Right to Cancel or Amend This Order or Any Part Thereof Without Assigning Any Reasons.
- 20. It will Be Supplier Responsibility to Delivery Toxic & Hazardous Material from Safety Point of View. Supplier Shall be Liable for Such Material and Inform Safety Measures for Storage.
- 21. The Excise Invoice Should Be Prepared Giving Complete Details of ECC No's, TIN Nos, Rate of Duty, Duty Payable in Figures and words, Quantity and Value of Goods, Classification, Tariff Sub-Heading Number, Identification Marks, Date and Time of Preparation and Removal, Description of Goods, RG 23D Part Entry No. In the case of Dealers.
- 22. Any Dispute Arising out of the Order will Be Subject to Courts Hyderabad Jurisdiction or May Be Referred to Arbitration Under Arbitration and Conciliation Act, 1996.
- 23. You Shall Comply with Labor Laws and All Other Statutory Requirements While Executing This Work Assignment. All Matters Related to Safety and Insurance of Manpower Engaged by You and Materials Procured by You Are to Be Dealt by You at Your Cost and Risk.
- 24. Kindly Quote Your TIN No. In All the Invoices. Please Mention Purchase Order Reference in Your Challan/Invoice. WITH THE ENACTMENT OF MICRO, SMALL & MEDIUM ENTERPRISES ACT 2006 (MSMED ACT 2006) W.E.F.02.10.2006. KINDLY ADVISE OF THE REGISTRATION ALLOTTED BY THE DISTRICT INDUSTRIES CENTRE.
- 25. You Shall Fill Up & Submit Work Permit As per Our Requirement. (Format to Be Collected from Our Plant)
- 26. Other Requirements
- A) All suppliers shall hold ISO 9001 Approval (Exception to this by prior agreement of Aaran 1 Engineering) and shall manufacture and release all orders for Aaran 1 Engineering under the approved ISO 9001 Quality Management Systems.
- B) Should the product or material not conform to the specification, then such material or product shall not be delivered to Aaran 1 Engineering without the prior written agreement of Aaran 1 Engineering.
- C) The supplier shall notify & obtain approval in writing from Aaran 1 Engineering for any change in product or process definition.
- D) The supplier shall ensure that Applicable Aaran 1 Engineering & their customer requirements are flown down to their supplier or sub-contractors.
- E) The product supplied shall conform to applicable Statutory & Regulatory requirements.
- F) The supplier shall provide access to Aaran 1 Engineering, its customers & its regulatory or Controlling authorities, to quality records associated with Aaran 1 engineering orders at any level of supply chain.
- G) Documents related to the product supplied shall be retained for a period of a minimum of 10 years and/or as per A1 customer specific requirements.
- H) Counterfeit parts: The supplier must ensure / prevent the supply of counterfeit parts.
- I) Changes in Quality System, Facilities, Management & ownership: Supplier shall immediately notify Aaran 1 Engineering in writing, of changes to their quality system, management or ownership.

Changes requiring notification include but are not limited to:

- \* Changes in process or manufacturing equipment & location of facilities, Notification must be prior to relocation and with adequate time for system and process requalification.
- \* Changes in quality leadership, system or controlled processes, certification status, including suspensions or disapproval.
- J) Additional requirements: Any additional special/specific requirements including customer specific requirements will be communicated to supplier as and when required
- K) Awareness: All personnel working at the supplier premises should be aware of the following.
- \* Contribution to product or service conformity
- \* Contribution to product safety
- \* Importance of ethical behavior.
- L) Customer Property: All particulars furnished by the Aaran 1 Engineering such as samples, drawings, Toolings/Fixtures, and customer specific requirements etc. They will be returned to the company after the execution of the order, under no circumstances must these be shown to any third party.