

BPW Trailer Systems India Private Limited

TERMS & CONDITIONS OF PURCHASE ORDER

FM/PUR/01 Rev. No. 0

1. It is ensured & guaranteed by you that the items supplied by you against this Purchase Order are strictly according to our specifications, drawings & samples approved by us. We reserve the right at any time to make changes in drawings & specifications as to material and/or work covered by this order & in such an event if increase or decrease in the production cost is caused, the price set hereunder shall be equitably adjusted.
2. You do guarantee the use of good material & perfect workmanship.
3. All items manufactured by you according to our Blueprints/drawings/designs/manufacturing data/specifications/dies/tooling etc. or information pertaining there to receive by you from us or from any other source, shall not be utilized by you or anyone on your behalf for the purpose of sale, manufacture, or any other purpose, to or by any third party save as herein provided for. Any source detail provided by us, will have to be returned by you immediately on our demand.
4. Acceptance of the goods or services will be subject to inspection & approval by us and our decision shall be final and binding on you.
5. The rejections shall be replaced by you free of cost within 15 days. Materials found defective subsequently shall also be replaced free of cost by you within 15 days from our intimation to you. For any rejection, appropriate cost, in respect of freight, octroi, insurance & other related expenses, will be recovered from you.
6. All rejected material will be stored by us at your risk for a period of 15 days from the date of communication of such information to you & you will arrange to lift the same at your cost.
7. In subcontracting activity scrap generated at subcontractor place due to machining operation must be returned to BPW INDIA.
8. The price once agreed upon, shall not be increased except when mutually agreed upon by us.
9. Payment for material on this order prior to inspection shall not constitute & acceptance thereof.
10. We reserve the right to cancel/amend this order, in full or part, at any time mentioned earlier.
11. The specific quantity ordered shall not be changed without our written consent. Any loss or damage which we may suffer in lieu of excess or short supply will be to your account in full.
12. In the event of any breach of this contract, such as no supply/delayed supply/short supply/substandard quality of product supplied etc., you hereby agree to compensate us in such manner as may be reasonably determined by us.
13. Non acceptance of this order shall be conveyed to us within ten days of its receipt by you failing which it will be deemed to have been accepted by you unconditionally.
14. Time of delivery is essence of this order & we reserve the right to cancel this order without liability or waiver of any other remedies, if deliveries are not affected as specified herein or according to written delivery schedules furnished by us. All such written delivery authorizations shall be deemed to be incorporated herein & made a part hereof.
15. It is agreed that disputes arising in respect of this order shall be decided by a competent court at Nasik & shall be subjected to the jurisdiction of Nasik Court only.
16. Send transporter's copy for centvat as well as original invoice along with the material & take receipt of the same from our Store Department.
17. Supplier to provide GST compliant invoice containing all the particulars as per GST legislation and Rules. Further, it could be stipulated that In the event that the supplier fails to provide the invoice in the form and manner prescribed under the GST Act, BPW Trailer Systems India Private Limited shall not be liable to make any payment against such invoice.
18. Advance paid, if any, will be inclusive of any GST levy.

19. Invoice provided must bear the correct GSTIN of the recipient location in order to facilitate the Company to claim credit.
20. GST amount will be paid to the vendor only once the said amount is reflected as credit in the GSTR-2A and the vendor has made payment of taxes to the Government Exchequer.
21. In case there is any loss of credit or additional liability and / or interest etc. arising due to non-compliance by the supplier, the same shall be reimbursed by the supplier to BPW Trailer Systems India Private Limited After the stipulated date by Government the GST Tax amount payable if not paid by the supplier , company has a right to forfeit the amount.
22. Further in the event that the input tax credit of the GST charged by supplier is denied by the tax authorities to BPW Trailer Systems India Private Limited due to deficiency in documents/ compliance of the Vendor, BPW Trailer Systems India Private Limited shall be entitled to recover such amount from the supplier by way of adjustment from subsequent payments. In addition to the amount of GST, BPW Trailer Systems India Private Limited shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities on BPW Trailer Systems India Private Limited
23. If the compliance rating prescribed under the GST Act of the supplier falls below the limit of as may be prescribed by company from time to time for any reason whatsoever, the PO shall be liable to be terminated with immediate effect and supplier shall be liable to pay such damages as may be reasonably estimated by BPW Trailer Systems India Private Limited
24. Any taxes, as applicable, may be levied by BPW Trailer Systems India Private Limited on any penal payments/ other charges recovered by it.
25. In case of detention due to lost / missing documents (E way bill) given by Supplier, service provider shall be responsible for loss, expenses, delayed delivery, damage or recovery of goods and bear any monetary cost (e.g. RTO, ED challan, GST Officer) for release of the consignments
26. GST Number for BPW Trailer Systems India Private Limited is **27AAECB0487B1Z0**
27. Seller agrees to comply with E-Invoicing requirements as per Rule 48(4) read with Notification no. 70/2019(Central tax) dated 13th Dec 2019 as applicable. Any loss that BPW Inda has to bear due to non-issue of E-invoice by the seller who is legally required to do so, will be fully reimbursed by the seller to BPW INDIA along with interest.
28. TCS applicable u/s 206C(1H) under Income Tax Act, 1961 shall not be charged on Invoice raised by Seller to BPW India and will be payable upon submission of Debit note on quarterly basis along with Form 16A. The Seller(s) further acknowledges that it shall be their responsibility to deposit TCS as per due dates and rates, as may be applicable from time to time. In the event of any default by the Seller, the Seller shall keep the BPW India indemnified unconditionally for any dues relating to TCS, penalty or interest thereon