



Terms & Conditions:-

IMPORTANT INSTRUCTIONS

The terms & conditions attached to this PO form an integral part of this PO.

As a token of acceptance of this PO please send acceptance duly signed & stamped by authorized signatory thru e mail, fax or by hand. If we will not receive any acceptance within 7 working days, then we shall treat this PO has been accepted by you.

Our PO No. must appear in all correspondence for expeditious payment.

Please submit Invoice in triplicate along with acknowledged copy of Challan.

Please note that we are availing GST benefit; accordingly you have to pay GST in time to Indian Government as per GST Law. If you will not be able to pay GST returns in time then whole liability as per enactment will be yours.

As per GST Law E- Way bill requirements to be followed strictly & any kind of issues, fine or lapses because of your inability borne by you.

Due to above referred lapses in terms of GST Law such as Delay in deliveries, demurrage, pilferage, theft, loss of production etc. shall be recovered from you.

Liquidated Damages (LD)

In case of delay in delivery beyond agreed delivery date, price reduction clause is as applicable @ 1% per week of the order value up to 10% on un-delivered portion

Defnition of Liquidated Damages (LD)

- A) FOR delay in delivery- The Supplier shall endeavor to complete their scope of work within the time & date specified in the PO. It may be noted that time is the essence of this PO. If the supplier fails to supply any or all of the goods or a part of thereof within the delivery period stipulated in the PO then Purchaser without prejudice to their other remedies under the PO shall levy / deduct from the total PO Price, as liquidated damages, a sum equivalent to 1% (one percent) of the total contract price for each week of delay or part thereof up to maximum deduction of 10% (ten percent) of the PO price.



SAMSON CONTROLS PVT LTD- D-281, MIDC Ranjangaon, Pune-412220, India

- B) For shortfall in Performance- Guaranteed performance parameters shall be specified in the PO. Liquidated damages for non-achievement of performance shall be subject to a limit of 10% of the PO price of the goods. However in the event of goods failing to meet the minimum acceptable criteria , as specified in the PO, in that case the goods shall have to be rectified and /replaced at purchaser's discretion by the supplier at his cost , without any limitation of liability so as to achieve the minimum performance parameters.
- C) Retention of Wrong documents- In relation to the dispatch instructions, if Purchaser finds any errors and / or discrepancies in the dispatch documents including E-Way bill / Road permits by State & Central Government Authorities of India then such invoices shall not be processed for payments by the purchaser unless errors and / or discrepancies are rectified by the supplier to the satisfaction of the State & Central Government Authorities. Any cost/penalties associated with wrong documents shall be to supplier account.
- D) Purchasers Right to Withhold payment- Purchaser shall have the right to withhold or nullify the whole or part of the payment of to such extent may be necessary to protect purchaser from sustaining any loss on account of following -
- a) Short supply made by supplier
 - b) Supplier Defective supply
 - c) Defective supply not rectified/ made goods by supplier within purchaser stipulated time.
 - d) Defective work not remedied / replaced by supplier and release the amount of withheld after fulfillment by supplier, or
 - e) Non receipt of evidence/ proof of payment of taxes and duties by supplier as per the State & Central Government rules & regulations.
 - f) For any other purpose.

This PO shall be governed by Indian Laws subject to exclusive jurisdiction of Courts at Pune, Maharashtra, India.

WEEE-Reg.-Nr.: DE 62194439

SAMSON CONTROLS PVT LTD

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ARBITRATION

Any and all claims, disputes, questions or controversies involving the Parties and arising in connection with this PO, or the execution, interpretation, validity, performance, termination hereof (collectively, Disputes) which cannot be finally resolved by such Parties negotiation shall be resolved by final and binding arbitration held in Pune in accordance with of Indian Arbitration and Conciliation Act, 1996, as amended from time to time (the Arbitration).The Disputes shall be referred to a sole arbitrator to be appointed by Purchaser. The place of Arbitration shall be Pune and the proceedings of Arbitration shall be conducted in English Language. The cost of Arbitration shall be borne equally by the Parties

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