

**POLYCAB INDIA LIMITED****PO NO. : 115427918**

POLYCAB" House ,771,Pandit Satwalekar Marg Mahim(West),400016 ,Mumbai. Phone No. 24327070-74, Fax No. : 24327075/24

Recipient Address POLYCAB INDIA LIMITED UNIT-14 EHV CABLE PLANT-42ARS No 27 PartCity S No.NA13,21,27,556/5,556/6, Vadodara Halol Road, TALUKA - WAGHODIA, Asoj VADODARA GUJARAT INDIA 391510	Type	STANDARD
	Order	115427918
	Order Date	27-JUN-24
	Revision	0
	Revision Date	
	Recipient	Shah, Daxesh

Supplier No	143452	Delivery Address: POLYCAB INDIA LIMITED UNIT-14 EHV CABLE PLANT-42A RS No 27 Part City S No.NA13,21,27,556/5,556/6, Vadodara Halol Road, TALUKA - WAGHODIA, Asoj VADODARA GUJARAT INDIA 391510	
Supplier Name	ADL COORDINATES PVT LTD	GSTIN	24AAACP6474E1ZJ
Supplier Site	B-76, NICE AREA SATPUR MIDC SATPUR, NASHIK NASHIK MAHARASHTRA 422007	PAN	AAACP6474E
Supplier GSTIN	27AAXCA6483D1Z6	State	GJ
Supplier PAN	AAXCA6483D	State Code	24
Supplier State	MAHARASHTRA	Supplier MSME Reg No	UDYAM-MH-23-0179981
Email Id	MARKETING@ADLCOORDINATES.CO M	Supplier TAN	
Contact Name	AAKASH SINGH		
Phone Number	7304429272		

We are pleased to place our order for supply of following materials as per Terms & Conditions given herewith:-

Sr No	Item Code	Description	HSN Code	Supplier Item	Delivery Date	Qty	UOM	Price	Amount
1.1	SER20710-003	DURVEY CHARGES	995413			1	NOS	30000	30000
Note For Supplier:									
Project Number : Task Number : Expenditure Type :									
Expenditure Org :									
Unit Code : UNIT-14 EHV CABLE PLANT-42A									
Ship To Location									
UNIT-14 EHV CABLE PLANT-42A RS No 27 Part City S No.NA13,21,27,556/5,556/6, Vadodara Halol Road, TALUKA - WAGHODIA, Asoj VADODARA GUJARAT IN 391510					30-JUN-24	1		30000	
								IGST-Slab 3 :	5,400.00
								Total Line Tax INR :	5,400.00
								Total Line Amount INR :	35,400.00
2.1	SER20710-003	TRAVEL CHARGES	995413			1	NOS	20000	20000
Note For Supplier:									
Project Number : Task Number : Expenditure Type :									
Expenditure Org :									
Unit Code : UNIT-14 EHV CABLE PLANT-42A									
Ship To Location									
UNIT-14 EHV CABLE PLANT-42A RS No 27 Part City S No.NA13,21,27,556/5,556/6, Vadodara Halol Road, TALUKA - WAGHODIA, Asoj VADODARA GUJARAT IN 391510					30-JUN-24	1		20000	
								IGST-Slab 3 :	3,600.00
								Total Line Tax INR :	3,600.00
								Total Line Amount INR :	23,600.00
								Total PO Value INR :	59,000.00
Amount in Words: Fifty-Nine Thousand Rupees And Zero Paise only.									
Above materials should be supplied as per our purchase specifications Please also mention the P.O No. in all the future Correspondence. Taxes are indicatory and will be applicable as per norms at receipt. Supplier Note :									
Other Terms and Conditions :									
Remarks		PIL UH14:- FOR SURVEY WORK USE...REQ.BY:-Santoki, Mr. Jaymit...							
Payment Terms		Immediate upon Dispatch							

OFFICE

SUPPLIER

FINANCE

Freight Terms	
DELIVERY/INCO Terms	
Transporter	
FOR POLYCAB INDIA LIMITED	
AUTHORISED SIGNATORY	
Vendor Acceptance:	
We have received the original purchase order/ soft copy through email, read and accepted along with all the terms and conditions as stipulated below in this purchase order, including Supplier's code of conduct and annexures (if any).	
<p>-----</p> Signature	

General Terms & Condition of Purchase

1. Price Basis and Terms of Delivery:

All Prices mentioned above are on F.O.R. basis, material should be sent on door delivery basis of Polycab India Limited ("PIL/Polycab/Company/Purchaser").

2. Packing & Forwarding:

The basic price is inclusive of packing and forwarding charges. Material shall be carefully and properly packed for movement by Sea/Rail/Road transport and to withstand damages on account of inclement weather, rough handling etc., the packing shall allow for each removal and inspection at site. Any damage or loss to the material or deterioration in the quality of material during transport due to faulty protection or insecure packing shall be to the Supplier's account.

The Supplier shall include with each delivery a packing list identifying the Purchase Order number, quantity and description of the contents, and the date of shipping.

3. Mode of Dispatch and Freight:

Freight amount is inclusive in the basic price payable to the Supplier towards supply of Goods or Services. The Entire material shall be dispatched by appropriate mode of transport through the authorized transporter of Polycab.

4. Insurance:

- (i) Transit Insurance from point of loading to point of discharge is insured by the Polycab India Ltd.
- (ii) In case of Import Purchases, Cargo Insurance will be as per delivery term and Inco Terms.
- (iii) In case of services or on site labour job, the Supplier/ Contractor should have medical or any other Insurance and need to cover the complete risk towards deployed employee/ labour as per existing statutory guidelines.

5. GST and other taxes:

- (i) GST is applicable as per Goods & Service Tax Act.
GST Compliances:
 - a) The Supplier shall issue Tax invoice / E-invoice / Debit Note / Credit Note as per Rule 46 of the Central Goods and Services Tax Rules, 2017 ('CGST Rules'), as amended from time to time, which shall be accompanied by a valid E-waybill wherever applicable. In case E-invoicing provisions are applicable to the Supplier, the Tax Invoice / Debit Note / Credit Note shall be a valid E-invoice as per Rule 46 and Rule 48 of CGST Rules. In case any Tax invoice / Debit Note / Credit Note are not as per CGST Rules as amended from time to time, Polycab India Ltd shall not be responsible for payment of GST amount;
 - b) In case goods are dispatched without valid Tax invoice / E-invoice / Debit Note / Credit Note / Delivery Challan / E-waybill (as applicable), the Supplier shall be responsible for release of goods in case of detention of vehicle, and all associated costs (including Tax, Interest, Penalties etc) shall be borne by the supplier, and if unpaid, would be recovered further amount due to the Supplier;
 - c) The Supplier shall be responsible for payment of GST amount to the Government and uploading of Tax invoice / E-invoice / Debit Note / Credit Note on the GST Portal as per statutory timelines under the GST laws. In case the Tax invoice / Debit Note / Credit Note has not been uploaded on GST Portal correctly and with exact serial number and date, Polycab will hold the payment of such Tax invoice / Debit Note / Credit Note. In case of Advance payment or in any other case where payment has been made against such Tax invoice / Debit Note, Polycab will raise a Commercial Debit Note on the Supplier for recovery of GST

- amount along with 18% p.a. interest payable to the Government;
- d) The Supplier shall file GSTR-3B return (as amended from time to time) after payment of GST to the Government, and uploading of Invoices on GST Portal alone would not be sufficient compliance and would not entitle the Supplier for the payment of invoice, unless GST has been paid and both the invoice and GST amount are duly reported to Government by filing of GSTR-3B return for the relevant period;
 - e) Once payment or settlement of any Tax invoice / E-invoice / Debit Note / Credit Note has been done by Polycab, the Supplier shall not change or amend the same on GST Portal, without informing Polycab, or without on the request of Polycab India Ltd, even if required for rectifying a genuine mistake, and where the corrective action is agreeable as per GST laws;
 - f) Polycab may ask the Supplier to submit a copy of GSTR-3B and GSTR-1 returns (or any new GST return replacing these returns in future) to verify the correctness of GST payment by the Supplier to the Government and the uploading status of Tax invoice / Debit Note / Credit Note issued by the Supplier to Polycab;
 - g) As the Supplier is aware that Rule36(4) of the CGST Rules restricts input tax credit (ITC) against Tax invoice / Debit Note not uploaded on the GST Portal and that such rule does not provide any relief w.r.t. Tax invoice / Debit Note issued by a taxpayer filing quarterly GSTR-1 return, hence, the Supplier hereby agrees to file GST returns on monthly basis. In case ITC is not appearing on GST Portal, Polycab would be bound to hold the payment against such Tax invoice / Debit Note; Further any other expenses which may be incurred during transit of goods has to be borne by the Supplier only.
 - h) In case of any amendment in law, or change due to any clarification or judicial order, having impact of changing existing taxes, duties and levies within stipulated delivery scheduled mentioned in this Purchase Order , the Supplier shall get the Purchase Order amended before making supplies, in order to get the Purchase Order aligned with such changes;

(ii) Tax Collected at Source (TCS) is applicable as per section 206C of Income Tax Act, 1961 and sub-section (1H) inserted in Section 206C by Finance Act, 2020.

TCS Compliances:

- a) TCS should be levied at time of supply as per guidelines of sec 206C of Income Tax Act.
- b) TCS should be paid by Supplier within the prescribed date and certificate towards collection of taxes should be issued on quarterly basis immediately after submission of TCS return.
- c) In case of delay in payment or non-submission of TCS return, Polycab shall reserve the right to deduct such amount from any payment due to Supplier or recover from Supplier.

(iii) Micro Small and Medium Enterprises Development Act (MSMED Act)

- a) The supplier who has registered with MSMED Act, 2006 need to provide their MSMED Registration Certificate at the time of Vendor Registration and if in case the status changes in future, the Supplier needs to update the same on immediate basis.
- b) MSMED Act provides for the provisions to deal with the problem of delayed payment, whereby any buyer who fails to make payment to MSME supplier, as per agreed terms or a maximum of 45 days, would be liable to pay interest to MSME supplier. so, supplier need to submit their quotation within permitted credit period in payments terms.i.e within 45 days.

Any statutory variation or amendment to the existing taxes, duties and levies within stipulated delivery scheduled mentioned in this PO shall be to the Purchaser's account. However, in the event of delayed delivery attributed to Supplier, any increase in taxes & duties due to statutory regulations/ Act or Law, such increase shall be to the Supplier's account.

6. Documents Required:

The following documents are required to be submitted along with the consignment:

- i) Valid GST Tax Invoice or E-invoice if applicable
- ii) E-way Bill equivalent to GST Tax Invoice Amount
- iii) Material Test Certificate
- iv) Hazardous material declaration; if applicable
- v) Warranty / Guarantee Certificate
- vi) Packing Slip and Delivery Note
- vii) LR copy

An extra set of documents should be sent to our Head office to the Manager- Procurement, Polycab India Limited, Polycab House, 771 Pandit Satwalkar Marg, Mahim (West), Mumbai 400016

7. Inspection and GRN Instructions

(i) Inspection

The inspection will be done at our stores. In case the material is found to be defective or the same is not as per our required/ approved specification the same will be rejected and the material must be replaced by the supplier free of cost within stipulated time. Rejected material to be lifted by supplier at their cost within 7 days from the formal intimation from our store team, after which Polycab reserves the right to dispose off the rejected material by selling the material as scrap.

(ii) Accepted Quantity Tolerance

Polycab has apprehensive weighing machines installed at the gate of every plant, our store will accept the quantity as per weight receipt generated by our weighing machine as final. Accepted Quantity Tolerance is **10 KG** against total quantity loaded in a single vehicle/lorry/container. Short receipt of material beyond the accepted quantity tolerance will be communicated to the Supplier on the same moment by our store/procurement team and the Supplier needs to issue a credit note within 7 days from the receipt of mail communication.

(iii) Instructions towards GRN

To avoid delay in GRN/Invoice processing & payment against supply of Goods and Service, Supplier's invoice and set of documents should be in accordance with the Purchase Order. No variation of a PO will be effective unless approved in writing by Polycab. If any changes are required in the raised PO, the Supplier should get the PO amended before supply of Goods and Services.

- a) Supplier shall ensure submission of all necessary documents as mentioned in Sr. No 6 above.
- b) Description of goods or services, unit of measure, rate, supplier GSTIN and Polycab GSTIN, GST rate & GST Amount and other items in invoice should match as per our Purchase Order.
- c) Sunday is weekly off at our all Plants and Depots, so the material should reach our plant / depot between 9 am to 5 pm on weekdays i.e. from Monday to Saturday. If your vehicle reaches at our gate after 5 pm then GRN can be done on the next day only.
- d) For monthly inventory accounting closing, we do not take any fresh GRN on 01st day of every month. Please ensure that the material reaches at our gate in the prescribed time and date as mentioned in sub no b) and c).
- e) All material shall be reported to Central Store. Only Acknowledgement endorsed by Central Store personnel will be considered as valid.
- f) Part dispatch of ordered material can be done, but no short supplies are allowed, and Supplier is bound to supply entire quantity mentioned in purchase order. Similarly, store will not accept any excess quantity dispatched by Supplier knowingly or unknowingly. Polycab reserves the rights to deny payment against excess quantity dispatches.
- g) The Supplier assumes responsibility for all shipping and delivery charges, including customs, duties, taxes, insurance, and costs. Risk of loss for the Deliverables does not pass to PIL until PIL accepts such Deliverables, identify those and issues GRN to the Supplier.

8. Liquidated Damages:

Delivery is the Essence of contract. If the Supplier fails to deliver the ordered materials to PIL stores, within the delivery date as mentioned in the Delivery clause for reason not attributable to Purchaser, liquidated Damages (LD) and by way of penalty, an amount calculated at the rate of 0.5% per week on the delayed material supply shall be levied, for each completed week subject to maximum of 5% of the contract value. The Liquidated damages shall be deducted from any of the pending invoices. However, the payment of liquidated damages by the suppliers shall not discharge him from his responsibilities for obligations under this agreement. Also, in case the delay was due to reasons mentioned in force majeure clause, no LD will be levied on such delays if appropriate notice is given by the Supplier to the Purchaser within 7 days of the eventuality.

9. Risk Purchase

In case, dispatch of material is not made within the stipulated delivery period or the delay in delivery is in excess of 15 days from the delivery schedule, the buyer has the right to cancel the purchase order for entire quantity that has not been supplied and to purchase the same from any other source at the cost and risk of the Supplier after giving notice for the same.

10. Force Majeure

If any time during the continuance of this Purchase Order the performance in whole or in the part by either party or any obligation under this purchase order shall be prevented or delayed by reason of governmental decision, war, hostilities, act of the public enemy, Civil commotion, sabotage, fire, lightening, flood, explosion, epidemics, quarantine, restrictions, or any other event beyond the reasonable control of the party concerned (hereinafter referred to as "the eventuality", then

notice of such eventuality shall be given by the affected party to the other within seven 7 days from the date of occurrence thereof. If the performance in whole or part of any obligation under this purchase order is delayed by reason of any such eventuality for a period exceeding one 1 month, the parties shall terminate the Purchase Order. The Liquidated damages will not be applicable during such period.

11. Product recall

If Supplier becomes aware of any non-conformity or defect relating to any Products which is likely to give rise to, health or safety concerns, the Supplier must immediately upon becoming aware of the issue, notify Polycab with all requisite details relating to identity, traceability and quantity of Products involved. The Supplier shall agree to directions issued by Polycab to remedy the issue arising from such defects or non-conformity. Polycab may demand a stop production, require withdrawal or destruction of its Products. If Polycab initiates, in its own discretion, a recall, withdrawal or destruction of Products (or product containing Product), or a recall is ordered or recommended by governmental authorities, Supplier will cooperate and supply all necessary information to Polycab. All recall-related expenses (including, but not limited to, costs of transportation, storage, management and destruction), and all damages incurred by Polycab or affected third parties, will be borne and compensated by Supplier to the extent that the cause of the measure, problem or recall arises from Supplier's breach of its obligations or warranties, or any negligent or unlawful act of Supplier, its officers, employees, agents, contractors or representatives.

12. Assignment and Sub-Contracting

Supplier shall not assign its rights or obligations hereunder or sub-contract any work to be performed pursuant to a PO without the prior written consent of Polycab.

13. Arbitration

In the event of any dispute arising out of the performance or the interpretation of this Purchase Order, the Parties hereby agree to make every effort to reach an amicable settlement. Any dispute, controversy every effort to reach an amicable settlement. Any dispute, controversy or claim arising out of or relating to this Purchase Order, or the breach, termination or invalidity thereof shall be settled by reference of dispute to sole arbitrator to the appointed by the parties. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Mumbai, India. The language used in arbitral processing shall be English. The parties hereby expressly submit themselves to exclusive jurisdiction of the courts in Mumbai, India.

14. Severability:

If any of the terms and conditions of this purchase order shall become unenforceable for any cause or reason whatsoever, the ensuing lack of the enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavor to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

15. Notice:

Any kind of written communication and/or notice arising out of this purchase order shall be write in English Language. All Notices/ written communications be served either by hand delivery or by registered post addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

16. Terminations:

Polycab reserves the right to terminate this Purchase Order at any time by giving a notice of not less those 10 days without assigning any reason. The Supplier shall stop work from the date of termination. No Consequential damages shall be payable by Polycab to the Supplier in the event of such termination.

17. Suspension:

Polycab may suspend the Contract in whole or part at any time by giving supplier notice in writing to such effect starting the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Supplier shall stop all such work, which the purchaser has directed to suspend with immediate effect. The Supplier shall continue to perform other work in terms of the contract, which the purchase has not suspended. The Supplier shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

During suspension, the Supplier shall not be entitled for any claim whatsoever arising of any loss or damages or idle labour caused by such suspension.

18. Supplier's Code of Conduct:

Supplier code of conduct is applicable to all "Suppliers" ("Suppliers' herein refers to suppliers/Vendors/ agents/

Consultants /Contractors/Joint Ventures Partners /Third parties) who have business relationship withPIL. ('PIL herein refers to the company and any of its subsidiaries)

- (i) shall ensure compliance to all Government norms local & international on Statutory compliances such as, environment protection, minimum wages, child labour, US Foreign Corrupt Practices Act, UK bribery act. Anti-Bribery, Corruption, health & Safety etc.
- (ii) Shall follow all environments, Health & Safety and other operational policies of the company while executing the work under this agreement contract at company site.
- (iii) Shall not take any recourse to any unethical behavior (implicit or explicit) with any employee of PIL for the purchase of obtaining an order or much information that may result in favorable financial impact more specifically.
- (iv) Shall not offer or accept bribe or use other means of obtaining under or improver advantages. No supplier or its representative or employees, shall offer to any employee of PIL a kickback, favor, gratuity, or anything of value to obtain favorable treatment or for the advancement of business.
- (v) Shall not take any advantages of any family/ social / Political connections in obtaining favour with regards to any order. Merit shall be sole attribute for association with PIL.
- (vi) Shall not offer any gift or entertainment for the purpose of obtaining an order or any undue favor.
- (vii) Shall forthwith report any unethical activity or discrimination if practiced by any PIL employee / Other suppliers as per PIL to Head Procurement on Email ID - sandeep.bhargava@polycab.com
- (viii) Shall desist from unfair trade practices with your competitors who are also associated with PIL.
- (ix) Shall protect/ not in Fringe with any intellectual property / information / technology which comes to your knowledge during the course of your business relationship / dealings with PIL.

PIL expects its suppliers to comply with the conditions of the Supplier's code in letter & spirit. It's the supplier's responsibility to read and understand the contents of PIL's suppliers code and code of conduct & business ethics policy and agree to uphold its values during your business association with PIL.

The Supplier may contact the Procurement Head/ Company secretary if the supplier have any questions about the Supplier code of conduct.

19. Compliance with Applicable Law & Polycab codes and policies

All employees, agents or sub-contractors of Supplier must comply with all applicable Laws regarding the safety, manufacture, production, importation, packaging, labelling, transportation, delivery, unloading, and sale of Products, and the nature, substance, quality, weight and measurement of Products, policies or procedures, including the terms of any safety manuals, codes and policies implemented by Polycab from time to time. Without limiting the foregoing, Supplier further represents that it understands, has complied with, and will continue to comply with all applicable Laws. Upon request from Polycab, Supplier shall, at its expense, provide to Polycab in a timely manner all material, documentation, information, data or certificates required to demonstrate Supplier's compliance with this clause. Supplier is responsible for obtaining, at its own cost, all licenses, concessions, permits, approvals, authorities or consents required for the safety, manufacture, production, importation, packaging, labelling, transportation, delivery, unloading, and sale of Products. Supplier agrees to provide all information necessary for Polycab to comply with applicable Laws and reporting obligations. Supplier must always comply with applicable confidentiality and ensure data protection. Supplier will be liable in case of a breach of any obligations under this clause and other terms of purchase. Supplier agrees to provide Polycab with all documentation and / or electronic transaction records to allow Polycab to meet all applicable customs and / or import or export-related obligations, local content / origin requirements, and to obtain available tariff and trade program duty avoidances and / or refund benefits.

20. Additional Warranty

Supplier warrants that all Products it supplies to Polycab will meet the specifications, conditions of purchase, relevant PO, approved sample, merchantable quality, fit for the purpose communicated, safe and free from defects in design, material and workmanship, free from lien, not infringe any IPRs of any third person, free from contamination and all other

requirements set out. Supplier warrants that it understands and has complied with, and will continue to comply with, all applicable Laws, rules and regulations as required including but not limited to laws relating to storage, handling, transportation, labour, health and safety, accidents resolution, emergency equipment, records, reports, approvals, permits, safety and environmental conditions at Supplier's facility. Notwithstanding any other rights which Polycab may have under these Conditions of Purchase or at Law, if Supplier breaches any warranty set out in this clause, Polycab may, at its option refuse, reject, require resupply, terminate the relevant PO, seek reduction in the purchase price and claim any and all costs and related damages, including the cost of storage and return (including all transport, delivery and other costs which may be incurred by Polycab. these representations and warranties are in addition to any representation, warranty or guarantee given by Supplier with respect to Products or any representation, warranty, guarantee or term set out in a PO or implied or imposed by Law. Any inspection / acceptance of Products exercised by Polycab does not affect the representations and warranties provided in this clause.

21. Confidentiality

Supplier acknowledges that in the course of providing Products, it may be exposed to or receive certain confidential information from Polycab and / or its related bodies corporate (or their suppliers and / or consultants) which may or may not be marked as 'Confidential. Supplier agrees that all information must be treated as Confidential and retained by Supplier, its personnel, agents and representatives as strictly confidential, and must only be used in connection with the performance of these Conditions of Purchase & PO. Supplier must ensure that its officers, employees, agents, representatives and contractors are subject to the same obligations of confidentiality. Supplier must promptly return or destroy any media containing Polycab's Confidential Information upon Polycab's request.

22. Usage of Polycab material / information

Materials provided by Polycab to Supplier for use in connection with a PO is provided "as is". Polycab makes no representations or warranties of any kind, including warranties relating to the condition of such information, materials or suitability for the purposes required by Supplier and will remain the exclusive property of Polycab.

23. Intellectual Property (IP)

All information / intellectual property which Polycab may give to Supplier, or which may come into Supplier's possession in relation to these Conditions of Purchase or a PO, will remain the exclusive property of Polycab. Supplier must exclusively use the information / intellectual property to perform its obligations under these Conditions of Purchase / PO, return them to Polycab upon, completion or termination of these Conditions of Purchase / PO, hold them in safe custody, identifiable as Polycab's property, at Supplier's own risk and not transfer or otherwise disclose them to any third party and not dispose of them other than in accordance with Polycab's written instructions.

Supplier shall indemnify Polycab in respect of any loss, damage, expense, claim or liability suffered or incurred by Polycab due to any third-party claims alleging infringement of IPRs in or relating to Products or any work to be performed pursuant to the PO. Supplier acknowledges that Polycab may have valuable IPRs in tooling, documents, information and other materials provided to Supplier. Supplier may only use Polycab's IP for the design, development, production and supply of Products to and for Polycab. Supplier shall not apply any Polycab intellectual properties / trademarks to Products without Polycab's prior written approval from its authorised representative (eg, per agreed Specifications, PO and / or drawing, print, instructions that accompany a PO). Despite termination or expiry, this clause and other terms of PO which, by their nature, extend beyond termination a PO, will survive its termination.

24. General

No variation to these Conditions of Purchase will be binding on Polycab or Supplier unless the variation has been confirmed, signed and duly communicated by Polycab's authorized representative in writing. A failure to exercise, or any delay in exercising any right, power or remedy by a party under these Conditions of Purchase, does not operate as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on a party who grants that waiver unless made in writing. These Conditions of Purchase are governed by the laws of the Polycab group company specified on the PO. Any provision of these Conditions of Purchase deemed to be illegal or unenforceable and are to be severed from these

Conditions of Purchase such that all other provisions remain unchanged. Nothing in these Conditions of Purchase or any PO will be deemed to: (a) establish any partnership or joint venture between Polycab and Supplier; (b) constitute Supplier as the agent of Polycab or its related bodies corporate; or (c) authorise Supplier to make or enter into any commitments for or on behalf of Polycab.

25. Governing Law & Jurisdiction

This Purchase Order shall be construed in accordance with the applicable laws of India.

Each party will submit to the exclusive jurisdiction of courts of Mumbai, Maharashtra in connection with all matters concerning these Conditions of Purchase.

26. Pricing and costs

The purchase price for Products payable by Polycab shall be as specified in the PO, fixed, firm, and cannot be varied without the prior written consent from Polycab. The purchase price specified in the PO shall be on a DDP basis (as defined in Incoterms 2010) unless otherwise agreed. The purchase price in the PO includes all Product charges including, but not limited to, charges for boxing, packing, crating, and cartage. Supplier warrants that any transportation costs included in a PO price will not exceed actual transportation costs incurred by Supplier. If Polycab notifies Supplier that Polycab can purchase any Products which are similar to Products supplied by Supplier, at a lower delivered cost than Supplier, Supplier shall meet the lower cost for those Products, or Polycab may cancel any outstanding PO for those Products from Supplier and acquire Products from the alternative source. Without limiting any other rights or remedies available to Polycab, Polycab may withhold any payment for non-delivery of Products and / or delivery of Defective Products, deduct from or set off against those moneys any bona fide claim which Polycab may have against Supplier or any of its related bodies corporate, whether due to a breach of these Conditions of Purchase or otherwise.

27. Acceptance of terms and conditions

The Supplier agrees to provide Products, and Polycab agrees to procure Products, in accordance with the PO and these Conditions of Purchase. Supplier will be deemed to have accepted the application of these Conditions of Purchase upon accepting a PO from Polycab. The Conditions of Purchase, the PO, and any applicable Specifications agreed to by the Parties, represent the entire agreement between the parties, and Supplier shall, by accepting the PO, be bound by these Conditions of Purchase. These Conditions of Purchase shall apply to the exclusion of all other terms and conditions, whether contained in Supplier's invoice, conditions of sale, or otherwise. No variation of a PO will be effective unless approved in writing by Polycab. The PO number must be quoted on all invoices, delivery dockets, packing slips, parcels, and all other correspondence relating to the PO. The Company may, at any time before delivery, cancel or vary a PO, or any part of it (including with respect to Specifications, method of shipping or packing, place of inspection or point of delivery, delivery schedule, quantity, without any liability. Without prejudice to any other rights which the Company may have pursuant to these Conditions of Purchase, if any Products are not, or are expected to not be delivered within the time specified in the relevant PO (or as otherwise notified by Polycab), Polycab may: (a) cancel the PO in whole or in part; (b) refuse to accept such Products and terminate the PO; (c) require Supplier to deliver Products by the most expeditious means, whereupon any additional delivery charges shall be borne by Supplier; (d) recover from Supplier any expenditure reasonably incurred by Polycab in obtaining substitute Products from another supplier; (e) apply a penalty for late delivery of 0.5% of the price of the PO per day until Supplier delivers the Products; (f) extend the time for completion and/or delivery of Products; (g) claim damages for costs, losses or expenses incurred by Polycab relating to Supplier's failure to deliver the Products on or by the deadline.

28. Title

Without prejudice to any right of rejection or other rights which Polycab has under these Conditions of Purchase, title to and risk of loss in Products will pass to Polycab only upon delivery by Supplier to the relevant Polycab Site.