

Prepared By -----	Verified By -----	Authorised Signature -----
Note: This is an electronically generated document hence does not require any physical signature The Purchase Order (PO) is subject to the following terms and conditions: 1. These terms and conditions as contained herein shall form as an agreement between the Vendor and Buyer. "Vendor" includes and refers to the acceptor of this PO. 2. Vendor shall comply with all applicable central, state, and local laws, Government orders, and regulations in fulfilling this PO. 3. Kindly note that the products are subject to verification at our end. We shall get back to you in case of any issues regarding quality, defects or deficiencies. 4. Vendor shall supply the products in compliance with any specifications, and schedule set forth in the PO. Time is of the essence. 5. All products must comply with quality standards as per applicable laws and shall be supplied at least 80% of its shelf life remaining at the time of delivery. 6. Vendor shall bear the risk of loss of products (including damage, shortages etc) until its receipt and acceptance by us. 7. This PO shall be valid till the delivery date mentioned in the PO. If the delivery date is not mentioned in the PO, the PO shall be valid for a maximum period of 30 days from the date of the PO unless otherwise extended by us in writing. Post the expiry of the PO, the terms of the same shall not be binding on us. 8. Payments will be made by us only if the Vendor issues a valid tax invoice in accordance with the applicable laws. 9. The taxes charged by the Vendor in the invoice shall be based on the rates applicable at the time of issuance of invoice. Changes in the tax rate applicable to product supplied shall be adjusted accordingly as the case may be for the purpose of determining the PO value. 10. The invoice issued by the Vendor shall mandatorily incorporate the PO Number wherever applicable. 11. The payments to the Vendor shall be lower of the following: a. Prices agreed between the Parties including the margins, if any. b. Prices mentioned in the PO. c. Prices mentioned in the Invoice issued by the Vendor. It is hereby clarified that the request for rectification of errors or omissions by the Vendor shall not be entertained by us unless the same is approved by us. It is also clarified that we will not be liable to make payments in the case of excess supply of goods or services. 12. Any short receipt or inward discrepancy must be notified/confirmed by the Vendor within 7 (seven) working days from the date of goods receipt note (GRN). In the absence of any such notification or communication by Vendor to us within stipulated time period shall be construed as deemed acceptance of the GRN by the Vendor. 13. All payments shall be made to the Vendor after deduction applicable taxes at source and also setting off our receivables, if any from the Vendor. 14. If the products supplied do not comply with the requirements of this PO, without limiting any other rights, we may require the Vendor, at Vendor's risk and expense, to: a. Promptly replace the rejected products. b. Refund the price of the rejected products, if paid in advance. c. Take back the rejected products. All rejected products shall be held for Vendor's pickup and at Vendor's risk. 15. We reserve the right to (a) cancel this PO or any part thereof; (b) rescind the PO wholly or in part anytime before acceptance of products. 16. The Vendor grants us a non-exclusive, royalty-free, worldwide license to use Vendor's name, trademarks and logos for the purposes of marketing, promotion and display of the products, including the right to carry out advertisements. 17. We shall be under no liability to accept deliveries of the products hereunder or any part thereof or perform any obligations as required by us when such failure is due to the Act of God, state's enemies, fire, earthquake, floods, strikes, lockouts, transportation embargoes or any other causes whatsoever beyond our control as the case may be. 18. The return and exchange of Products may be initiated on account of: a. The inability to use/sell such products. b. Cancellation of any POs. c. Any quality, deficiency and defect in the Products. The timelines of return shall be provided over the email. 19. Our acceptance of products does not release Vendor of its obligations or legal liabilities related to products. 20. Cost of transportation for supply of products at our premises or return of products from our premises shall be borne by the Vendor unless otherwise agreed specifically in writing. 21. Vendor shall defend, indemnify, keep indemnified and hold harmless us from and against all actions, claims, suits, judgments, settlement, proceedings or other liabilities whatsoever brought against suffered or incurred by us, incurred as a result of: a. Breach of any of the provisions of this PO or applicable law. b. Negligence, fraud or wilful misconduct. c. Any defect or quality issues in the products. 22. We shall not be liable for any indirect, special, punitive, exemplary, speculative, or consequential damages, regardless of how the claim arises or we were notified of such potential damages. 23. The Parties acknowledge that in the course of performing the obligations under this PO, each party shall be exposed to or acquire information of the other party, which, such party shall treat it as confidential. Neither Party shall disclose the Confidential Information to any third party, unless authorised. 24. Rights and obligations under this PO are not to be assigned by either party without the consent of the other, provided that we shall be entitled to assign to any of our affiliate companies at our option. 25. This PO shall be interpreted and governed in all respects by the laws of India. 26. Vendor warrants and undertakes that it will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. 27. Rights and title of products or services under this PO, would be transferred to us upon delivery of products by Vendor and acceptance by us to. 28. In case of any inconsistency between PO and the Agreement entered between the parties, the Agreement shall prevail.		