



## Purchase Order

### Minova Runaya Private Limited

Plot No A-393 (A)  
RIICO Growth Centre, Hamirgarh  
Bhilwara Rajasthan 311028  
India  
GSTIN 08AAMCM5032F1ZI

PO/2122/BH/00047

Order Date: 14-04-2021

#### Vendor Address :

SANGAM UNIVERSITY  
PANCHAYAT ATUN, SANGAM INDIA LIMITED, PUR ROAD  
Bhilwara 311011  
GSTIN 08AAAJ5017P1ZN

#### Deliver To :

Plot No A-393 (A)  
RIICO Growth Centre, Hamirgarh  
Bhilwara Rajasthan 311028  
India  
GSTIN 08AAMCM5032F1ZI  
Contact Person: Mr. Vidhya Sagar Natarajan  
Contact Number: 8306663939  
Email Id: vidhyasagar.n@minovarunaya.com

Incoterms :  
Currency Code : INR  
Payment Term : 15D  
Delivery Date :

S.No.	Item & Description	Item Delivery Date	HSN/SAC	Quantity	Rate	Amount
1	Testing Charges (Tensile and Shear Stress)		998346	200 NO	1,000.00	2,00,000.00
<b>Sub Total</b>						2,00,000.00
<b>CGST @ 9%</b>						18,000.00
<b>SGST @ 9%</b>						18,000.00
<b>IGST @ 0%</b>						0.00
<b>Grand Total</b>						2,36,000.00

#### Notes

PO VALUE: \*\*\*\* TWO LAKH THIRTY SIX THOUSAND RUPEES AND ZERO PAISA ONLY

#### Terms & Conditions

1. Total number of samples from MRPL will be between 30 and 100 per month  
2. Under Shear Test (on double shear loading) - Shear Strength to be in N/mm<sup>2</sup>  
3. Under Tensile Test the following will be reported (a) Yield Stress in N/mm<sup>2</sup> (b) Elongation (%) and (c) Tensile Strength in N/mm<sup>2</sup>  
4. Reports shall be furnished as per MRPL's template which is annexed along with the PO.

Authorized Signature \_\_\_\_\_

## MRPL General Terms and Conditions of Purchase

These Terms and Conditions apply to the supply of Goods and/or Services from Supplier to MRPL, each as identified in the Specific Provisions or Purchase Order which attaches or references these Terms and Conditions (collectively, Agreement). Any terms or conditions proposed by Supplier including those contained in any Seller quotation, invoice, acceptance, or acknowledgement of order or other instrument, are deemed rejected by MRPL and shall not be binding unless it is in writing, signed by an authorised representative of MRPL and is specifically described as an amendment or modification of this Agreement.

**1. Order of Precedence.** In case of any conflict between the Specific Provisions or Purchase Order and these MRPL General Terms and Conditions of Purchase, the order of precedence shall be as follows: (i) Specific Provisions; (ii) Purchase Order; and (iii) MRPL General Terms and Conditions of Purchase.

**2. Goods and Services.** Supplier shall supply, and MRPL shall purchase, the Goods and/or Services in accordance with this Agreement/Purchase Order. MRPL will not be responsible for any order not supported by a valid Purchase Order. The Purchase Order number must be quoted on all invoices, delivery dockets and parcels. The Supplier shall acknowledge receipt of Agreement/Purchase Order(s) and send the acceptance within 15 days of placement of Purchase Order. In case of nonreceipt of any acknowledgement / communication within this period, the Purchase Order shall be treated as accepted.

**3. Nature of Agreement.** This Agreement is not exclusive. MRPL may procure the same or similar Goods and/or Services from other suppliers. MRPL is not required to order or purchase a minimum quantity or value of the Goods and/or Services from Supplier, and any estimates, forecasts or indications of future demand for the Goods and/or Services provided by MRPL are made without commitment or prejudice.

**4. Quality.** Supplier warrants to MRPL that all Goods supplied to MRPL under this Agreement will: (i) be new; (ii) comply with any specifications stated in the Purchase Order or provided to MRPL by the Supplier in writing; (iii) be free of defects and deficiencies in materials, workmanship, performance and design at the time of delivery and for a period of 12 months afterwards; (iv) be transferred to MRPL with good title and free from all liens and encumbrances; and (v) comply with all Laws (meaning applicable laws, statutory codes and industry regulations and Applicable Trade Controls Laws). If it is agreed Supplier will mark Goods with any MRPL branding, the branding must comply with MRPL's trademark and copyright standards.

**5. Conduct.** In performing Services, Supplier must (and must ensure its representatives): (i) conduct themselves in a professional and competent manner; (ii) act in accordance with all reasonable instructions and site rules of MRPL and its Affiliates (meaning any companies controlled by, controlling or under common control with MRPL); and (iii) comply with all Laws. If Supplier subcontracts all or any part of the Services, Supplier remains liable for the subcontractor's acts and omissions as if that subcontractor was the Supplier and Supplier must conduct due diligence and ensure the subcontractor complies with the Supplier's obligations under clauses 21, 22, 23, 24, and 25.

**6. Shelf Life:** The Supplier shall define the shelf life of the Goods supplied in the invoice or test certificate or MSDS or warranty certificate. In case of shelf life items, the remaining life of the material at the time of delivery must be at least 80% of the total life. In emergency, the item may be accepted after taking due approval, if it is likely to be consumed within the expiry of the shelf life.

**7. Delivery.** Supplier must deliver the Goods and/or provide the Services at the time and place specified in the Purchase Order and must appropriately package and label the Goods in compliance with all Laws, and to avoid damage in loading, unloading and transit. If Supplier is unable to deliver the Goods and/or Services by the date specified in the Purchase Order, Supplier must provide immediate written notice detailing: (i) the reasons for the failure; (ii) the earliest possible date of delivery; and (iii) any options available to minimise the overall delay, including Supplier sourcing Goods and/or Services from an alternative source or procuring alternative or faster transport for the Goods and/or Services. Upon such notice, MRPL may at its discretion: (a) accept the new expected date of delivery specified in Supplier's notice; (b) direct Supplier to implement any alternative option specified in Supplier's notice, or (c) refuse to accept delivery of the Goods and/or Services, in which case Supplier shall be in material breach of this Agreement. Any acceptance by MRPL of option (a) or (b) is on the condition that Supplier meets the new agreed delivery date, and that any additional costs and expenses incurred will be borne by Supplier.

**8. Transit Risk Responsibility.** Materials need not be insured at MRPL's cost unless specifically agreed to in the Purchase Order. However, Supplier shall be responsible for safe arrival of the Goods at its final destination in good condition and without any loss or damage until the same is actually delivered to and received by MRPL. If, on inspection at the final destination, MRPL discovers any loss in the Goods supplied or that Goods are received in damaged condition or that, in the opinion of MRPL, the Goods do not comply with the ordered quantity or specification,

MRPL, notwithstanding that the title of the Goods shall have passed on to MRPL, shall be entitled to refuse acceptance of the Goods or reject it altogether and claim damage or cancel the Purchase Order and shall be at liberty to buy MRPL's requirements from any other supplier of his choice and recover the loss, if any, from the Supplier. Accordingly, the Supplier shall at its cost, if considered necessary by it, arrange transit insurance with all risks cover including SRCC (strike, riots and civil commotion) for inland transit. The risk/title and ownership of Goods shall remain with the Supplier till the materials are received by MRPL at destination as per the Purchase Order, in satisfactory condition.

**9. Remedies.** If Supplier fails to deliver MRPL Goods and/or Services in compliance with this Agreement (including as specified in Clause 7(c) above), Supplier must at its cost and MRPL's option: (i) replace or re-perform those Goods and/or Services; or (ii) refund any amount paid by MRPL to Supplier in relation to those Goods and/or Services; and (iii) pay to MRPL any loss or 3 expense incurred by MRPL in relation to purchasing replacement goods the same as or similar to the Goods from an alternative supplier, transport, storage, handling, return or destruction of non-compliant Goods, or in relation to damage to plant or equipment of MRPL or its Affiliates, or the closure of or inability to operate (temporary or otherwise) such plant or equipment. If MRPL requires Supplier to replace or dispose of relevant Goods, Supplier must retrieve those Goods at Supplier's cost within 5 days (or such longer period as Supplier can demonstrate is reasonable). The foregoing remedies are not exclusive.

**10. Liquidated Damages:** Timely delivery and correct quality are the essence of this Purchase Order. MRPL reserves the right to impose suitable penalty with respect to late delivery, if any. The penalty shall be 0.5 % (zero point five percent) of the total Purchase Order value per week for late delivery which is limited up to a maximum of 5% (five percent) of total Purchase Order value.

**11. Title and Risk.** Unless otherwise agreed in writing, title in the Goods, and risk of loss or damage to the Goods, will pass from Supplier to MRPL on the later of: (i) delivery of the Goods to the place stated in the Purchase Order, or (ii) where applicable, Supplier's completion of any Services to install the Goods. Passing of title and risk does not limit MRPL's rights and remedies under this Agreement in respect of any delivered Goods which are defective or otherwise fail to conform to the Agreement.

**12. Inspection and Rejection.** MRPL may inspect any work relating to the Goods and/or Services at any stage of production, engineering, manufacture, installation or prior to their dispatch, including where the work is sub-contracted by Supplier. Supplier must at MRPL's direction cease and re-perform at its expense any work being performed not in conformity with this Agreement. MRPL shall reserve the right to reject/part accept the Goods under following conditions: (i) inordinate delay in delivery; (ii) Goods not as per specifications; (iii) test certificates/ MSDS/ other certificates not provided at the time of delivery of Goods; (iv) Goods received in damaged condition; (v) short/excess supply; (vi) any error in the invoice or absence of any other statutory documents.

**13. Payment.** Subject to the proper supply of the Goods and Services, MRPL will pay to Supplier the amounts specified in the Purchase Order (Price), which is the only consideration Supplier is entitled to under this Agreement. Unless otherwise agreed in writing: (i) MRPL will pay any correctly issued invoice within 62 days of the end of the calendar month in which the invoice was provided, and (ii) payment shall be by electronic transfer in the currency specified in the Purchase Order.

**14. Taxes.** Each party is responsible for the payment of all taxes, assessments and governmental charges or levies applicable to it under Law. If the Law provides that any tax, goods and services tax, or other form of value-added tax (VAT) is payable by MRPL to the Supplier, Supplier must specify the VAT separately, ensure the invoice is in the form prescribed by Law, and provide MRPL with any other documentation required by Law in connection with the VAT.

**15. Insurance.** Supplier must effect and maintain for the term of this Agreement, insurance of the type and amount specified in Annex 1. Prior to commencing provision of Goods and/or Services, Supplier must demonstrate it holds such insurance by providing MRPL with insurance certificate(s) or other documentation satisfactory to MRPL.

**16. Intellectual Property.** In this clause: (i) IP means any intellectual or industrial property right anywhere in the world including any patent, patent application, utility model, copyright, registered design and other similar design rights, rights in integrated circuit chip topography and other similar rights and any other rights which may subsist anywhere in the world in inventions, manufacturing processes, technical and other information; and (ii) Documentation means any specifications, plans, drawings, operation or maintenance manuals, process information, patterns or designs provided by a party. Supplier warrants that the Goods, Services and any Supplier Documentation, and MRPL's receipt and use thereof, do not infringe upon or constitute an unauthorized use of any IP, and must indemnify MRPL against any loss or damage incurred by MRPL as a result of any third party claim that the Goods, Services and/or any Supplier Documentation infringes upon or constitutes an unauthorized use of any IP. MRPL and its subcontractors shall have an

unrestricted licence to use any Supplier Documentation as necessary to perform equipment operation and maintenance. Any MRPL Documentation provided to Supplier shall remain MRPL's property, and any information derived therefrom shall be kept confidential.

**17. Confidential Information.** Each party may be exposed, or have access, to confidential and proprietary information belonging to or supplied by the other party, including, without limitation, work product, specifications, drawings, analysis, research, processes, computer programs, methods, ideas, know-how, business information (including sales and marketing research, materials, plans, accounting and financial information, personnel records, customer lists, and the like) and any other non-public information relating to the business or affairs of a party (Confidential Information). Each party (the Receiving Party) agrees not to disclose or use for any purpose other than the proper performance of this Agreement any Confidential Information of the other party (the Disclosing Party). This does not apply to the extent the Confidential Information: (i) becomes public other than through breach of this Agreement; (ii) the Receiving Party must disclose to comply with the Law or requirement of a government agency or stock exchange; (iii) the Receiving Party needs to share with an advisor or Affiliate (provided the Receiving Party ensures those persons also maintain confidentiality); or (iv) is disclosed to the Receiving Party by a third party with the lawful right to do so. Confidential Information of the Disclosing Party remains that party's property, and the Receiving Party must on written request return such Confidential Information and confirm the destruction of any copies of it.

**18. Term.** This Agreement commences upon MRPL's issuance of the Purchase Order (or if earlier, the date on which Supplier commences provision of the Goods and/or Services) and concludes once the Goods and/or Services have been provided to MRPL's satisfaction. Either party may terminate the Agreement immediately by written notice if the other party: (i) breaches this agreement and does not cure such breach within 15 days of notice requiring remediation; or (ii) ceases or threatens to cease carrying on business, becomes insolvent, or becomes subject to an order or resolution for its winding up, or it has a 4 receiver, liquidator or trustee in bankruptcy appointed for the whole or any part of its assets or becomes a Restricted Party. MRPL may immediately terminate this Agreement, without penalty or payment, if the Goods and/or Services fail to comply with Clause 4, or Supplier breaches Clause 21, 22, 23, 24 or 25.

**19. Effect of Termination.** Termination of this Agreement will not relieve Supplier from any liability which has accrued up to and including the date of termination, or for any previous breach of the covenants and obligations under this Agreement.

Clauses 4, 8, 9, 10, 11, 12, 14, 15, 16, 17, 20, 21, 22, 23, 24, 25, 27, 28, 29 and Annex 1 shall survive termination of this Agreement.

**20. Force Majeure.** Force Majeure means any of the following, provided its impact is not limited to the party claiming Force Majeure: (i) an act of God; (ii) lightning, storm, flood, fire, earthquake, explosion, cyclone, tidal wave, landslide; (iii) strikes, lockouts, industrial or labour disputes or difficulties; (iv) war whether declared or undeclared, revolution or act of public enemies, sabotage, riots, insurrections, civil commotion or epidemics; and (v) power or water shortages. If a party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of Force Majeure, it must immediately notify the other party, specifying: (a) the Force Majeure; (b) the obligations it cannot perform as a result; and (c) the estimated duration the Force Majeure will continue. Following this notice, and while the Force Majeure continues, the obligations that cannot be performed due to the Force Majeure will be suspended. The party prevented from carrying out its obligations due to Force Majeure must resume performance of its obligations as soon as reasonably possible and take all reasonable action to mitigate any loss suffered by the other party. If the Force Majeure lasts, or is reasonably expected to last, more than thirty (30) days, then the non-declaring party may immediately terminate the Contract by notice in writing.

**21. Labour Practices & Compliance systems.** Supplier warrants it: (i) it has made all reasonable investigations into its labour practices, and those of its direct suppliers, to ensure that the Supplier's business and that of the direct suppliers of the Supplier are compliant with the Forced Labour and Slavery Conventions (meaning any conventions which are identified from time to time by the governing body of the International Labour Office as fundamental to the rights of human beings at work); (ii) has implemented all necessary processes, procedures, investigations and compliance systems to ensure the warranties made in this clause and clauses 22, 23, 24, and 25 will continue to be the case at all times; and (iii) will in future take all necessary actions and investigations to validate the warranties made in this clause and clauses 18 and 19.

**22. Prohibition on Child Labour:** MRPL has affirmed its stand from inception for not engaging in or supporting the use of child labour. No employee in MRPL is less than 18 years of age. The Suppliers is required to give a declaration to MRPL that it has not engaged child labourers in the process of manufacturing the Goods supplied to MRPL. In case of any non-conformance found at any point of time during the term of the Agreement/Purchase Order(s), strict action shall be taken as per applicable laws and MRPL's policies. MRPL urges the Supplier to honor the commitment of not engaging in or supporting the use of child labour.

**23. Bribery.** In this clause, Government Official means any individual who is employed by or acting on behalf of a

government including political parties and party officials, candidates for public office, employees of state owned companies and any person representing to be the intermediary of any of the above. Supplier warrants that it will comply with all anti-corruption laws applicable to it or MRPL and that neither it, any of its affiliates, or any sub-contractor or third party utilised by it will

authorise, offer, promise or provide (or cause to be offered, promised or provided) anything of value, directly or indirectly, to (i) any Government Official in order to influence or reward official action in connection with this Agreement or (ii) any person to influence or reward that person to act in breach of a duty of good faith, impartiality or trust in relation to this Agreement. Save for any ownership interest in respect of shares listed on a recognised stock exchange, the Supplier represents and warrants that neither it or any of its affiliates is owned in whole or in part by a Government Official in a position to take or influence official action for or against MRPL or the Supplier and that no officer, director or employee of the Supplier or its affiliates is such a Government Official.

**24. Trade Controls.** In this Agreement (i) Applicable Trade Controls Laws means any sanctions, export control, or other regulations, directives or laws that restrict the trade of goods, technology, or services which are imposed by Australia, the United States, the United Kingdom, Canada, the EU, EU Member States, Switzerland, the United Nations or United Nations Security Council and also includes U.S. anti-boycott laws and regulations; (ii) Sanctioned Territory means any country or territory against which comprehensive sanctions are imposed under Applicable Trade Control Laws. As at the date of this contract, Sanctioned Territories include Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine; and (iii) Restricted Party means any person, entity, or vessel/aircraft that is designated for export controls or sanctions restrictions under any Applicable Trade Controls Laws, including but not limited to those designated under the U.S. List of Specially Designated Nationals and Blocked Persons and those located, owned or controlled wholly or partly by the government of, or organised under the Laws of, a Sanctioned Territory. The Supplier must comply with all Applicable Trade Control Laws and must not, without MRPL's prior written consent, provide any goods or services sourced in whole or in part from a Sanctioned Territory or a Restricted Party. The Supplier warrants that neither it or any of its directors, officers or employees is a Restricted Party and that it will not make any funds, goods, technology or services available to a Restricted Party for any reason in connection with this Agreement. The Supplier must provide to MRPL on request (i) the export control jurisdiction and classification and harmonised tariff/import code and/or (ii) a point of origin certificate, for any goods or technology provided under this Agreement.

**25. Records & Audit.** The Supplier will maintain accurate and reasonably detailed records in connection with this Agreement and will, upon request, permit MRPL to audit, examine and inspect any books, financial records, property or location under the control of the Supplier or any Subcontractor as necessary for the verification of compliance with clauses 21, 22, 23 and 24, except to the extent prohibited under applicable competition or anti-trust Laws.

**26. MSME Confirmation:** In case the Supplier is a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprise Development Act 2006 and a memorandum as specified under the said Act has been filed by the Supplier, a copy of such memorandum should be submitted to MRPL within 15 days of receipt of this Purchase Order.

**27. Notices.** Notices under this Agreement shall be in writing and shall be deemed given: (i) the second day after mailing, if sent by registered or certified mail; (ii) upon delivery, if delivered by hand or by courier; and (iii) when received, if sent by electronic mail, to the Parties as applicable either at the addresses listed in the Agreement, or at such other address as may be designated by notice given in accordance with this provision.

**28. Construction of Agreement/Purchase Order:** The Agreement/Purchase Order shall in all respects be construed and operated as a contract as defined in the Indian Contract Act, 1872 and Sale of Goods Act, 1930, if applicable and save as otherwise expressly provided herein shall be governed by the provisions of these Acts.

**29. Governing Law and Dispute Resolution.** This Agreement is governed by the Law specified in Annex 1. The parties must follow the dispute resolution process specified in Annex 1 in resolving any dispute arising from, under, or in connection with this Agreement (Dispute). The United Nations Convention on Contracts for the International Sale of Goods will not apply.

**30. General.** (i) This Agreement is the entire agreement between the parties in connection with the supply of the Goods and/or Services; (ii) this Agreement can only be varied in writing signed by both parties; (iii) the Purchase Order prevails over these Terms and Conditions to the extent of any inconsistency; (iv) rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers or remedies provided by Law independently of this Agreement; (v) if the whole or any part of a provision of this Agreement is void, unenforceable or illegal, it shall be considered severed; (vi) there are no third party beneficiaries to this Agreement, and any Law which would otherwise create such a position is expressly excluded to the full extent permissible; (vii) the Supplier must not represent itself as an agent of MRPL, and may not assign or subcontract this Agreement; (viii) MRPL may assign its rights to an Affiliate on written notice; (ix) (i) any vehicle

having age more than 15 years is not allowed inside MRPL's premises. The Suppliers should install fail safe brake system in all its heavy vehicles and incorporate safety features like Three Piece Mirror, Run Over Protection side guard in all vehicles for removing helper from the vehicles. Wearing of seat belts by people sitting in the cabin is mandatory for all heavy vehicles. If any heavy vehicle is found plying inside MRPL premises without seat belts and/or persons found not using seat belts, it will be treated as road safety violation.

## **ANNEX 1**

**A1. Insurance.** The Supplier must, at the Supplier's own expense, effect and maintain for the duration of this Agreement on the Supplier's own behalf: (i) a product liability policy to a minimum value of INR10,00,00,000 for any one originating cause for any liability arising in connection with the Goods and/or Services; (ii) a public liability insurance policy to a minimum value of INR10,00,00,000 for any one originating cause in respect of any property damage, bodily injury or death to any person; and (iii) workers' compensation insurance in a form prescribed or approved under any workers' compensation legislation applicable to the Supplier.

**A2. Governing Law and Dispute Resolution.** The Agreement is governed by the laws of India. In relation to any Dispute, the parties must comply with the following the procedure before taking the Dispute to any court of law: (i) the parties must initially attempt to resolve any Dispute through consultation between the parties. Such consultation shall begin immediately after one party has delivered to the other party a written request for such consultation; (ii) if within 20 days the parties fail to settle the Dispute through consultation, the Dispute must be submitted to and finally settled by arbitration under the provisions of The Arbitration and Conciliation Act, 1996, as amended from time to time (hereinafter the "Act"). The parties, within 15 days of failing of consultation proceedings, shall nominate one arbitrator each who will together select a third arbitrator. Once the third arbitrator has been appointed for arbitration as per the provisions of the Act, the parties shall decided and agree whether they want to continue with the three arbitrator panel or the sole arbitrator selected by the two nominated arbitrators. If any of the party fails to nominate its arbitrator within 15 days after receipt of the notice from the other party informing details of their nominated arbitrator, the nominated arbitrator of the other party shall be deemed to be the sole arbitrator to decided on the Dispute and commence the arbitration proceedings in accordance with the provisions of the Act. Each party shall bear their own legal expenses/other cost of arbitration. Fees of arbitrator(s) shall be equally shared between the parties. The place and seat of arbitration shall be Kolkata, India. The language of arbitration shall be English. (iii) The award passed by the arbitrator shall be final and binding on the parties. (iv) During the course of any consultation or arbitration proceedings, all provisions of this Agreement shall, to the most feasible and practicable extent, be implemented continuously by the parties. (v) A party may seek injunctive or other equitable relief in a court of competent jurisdiction pending the outcome of any such proceedings.

**A3. Nomination.** MRPL may, from time to time upon notice in writing to the Supplier, nominate itself or any of its Related bodies corporate (meaning any legal entity controlling, controlled by, or under common control with, that legal entity, with control for such purpose meaning the ownership directly or indirectly of more than 50 percent of the voting stock) as the purchaser under this Agreement and/or have its obligations under this Agreement in whole or in part performed by any one or more of its Related Bodies Corporate, provided that MRPL remains responsible for such performance. Where MRPL nominates a Related Body Corporate as the purchaser, the parties agree that the Related Body Corporate has the right to issue Purchase Orders and has the benefit of the rights associated with such purchase and may enforce those rights against the Supplier as if the Related Body Corporate was a party to this Agreement.