

PO/WO - Standard Terms & Conditions

1. **ACCEPTANCE:** Supplier/Contractor to confirm acceptance and /or raise queries within 7 days from the date of the receipt of Purchase Order (PO) / Work Order (WO) by way of email, failing which the PO/WO is deemed accepted. The terms and conditions mentioned in the PO/WO will supersede all other Terms and Conditions discussed and agreed to earlier thereon with the supplier. Acceptance of this PO/WO shall be unconditional. The standards / specifications mentioned in the PO/WO shall be of the latest edition. In case of any variance in specifications and/or technical conditions of supply, the Supplier / Contractor shall contact buyer for clarifications as otherwise it shall be assumed that the clauses are deemed accepted.
2. **TAXES AND DUTIES:** Supplier/Contractor to ensure that the GST Compliant Invoice must have GSTIN number(s) and PAN number(s) of both the supplier and Buyer who has availed the service(s), PO/WO Number, HSN code for all goods or Service Accounting Code (SAC) for all services. If not applicable, please print / put a stamp "Unregistered under GST" or "Exempt under GST" or "Under GST Composite Tax Scheme" or "Under GST Reverse Charge Scheme" on the Invoice(s). Supplier / Contractor to ensure compliance to filing of monthly GST sales return including Company supplies / service by due date as applicable. In case of failing, the amount will be deducted and it will be reimbursed after proper filing only. TDS, if applicable under the WCT / IT / any other statute, shall be deducted from the payment released.
3. **DRAWINGS:** Seller shall submit copies of Drawings to Buyer for approval if applicable. Notwithstanding any consent or approval of Buyer, Seller shall be responsible for any discrepancies, errors or omissions in the Drawings, documents and other particulars supplied by Seller.
4. **INSPECTION:** Buyer reserves the right to appoint a third-party inspector or its own representative for inspection of Goods or require Sellers technically qualified experts at Sellers works to carry out inspection on Buyer's behalf. Seller shall provide all assistance to Buyer in inspection of Goods, including but not limited to, providing access to Buyer to its works and furnishing inspection reports and test certificates to Buyer.
5. **PACKING, FORWARDING AND TRANSPORTATION:** Unless otherwise specified in Special Terms, Basic Price shall be inclusive of packing, forwarding and transportation charges. Any loss/expense caused due to breakage, damage or pilferage of Goods while in transit shall be borne by Seller. Seller shall either appoint a carrier recommended by Buyer or engage a carrier or transporter which is acceptable to Buyer. All Goods shall be carefully packed according to nature of Goods, and in a manner appropriate for safe and secure carriage of Goods in accordance with any instructions specified in Special Terms, or as per industry standards. All packing cases are non-returnable unless otherwise specified in Special Terms.
6. **TRANSIT INSURANCE:** Unless otherwise specified in Special Terms, Seller shall procure transit risk insurance at its cost. The insurance procured shall cover all risks till Goods are Delivered and unloaded at the Delivery Point, unless otherwise specified in Special Terms.
7. **WEIGHT:** Unless otherwise stipulated weight recorded at Company's designated place of Business shall be deemed as final.
8. **PENALTY CLAUSE:** Unless otherwise specified in Special Terms, penalty shall be applicable for delay in delivery/completion at the rate of 0.5% of the total order value for the delay per week or part thereof subject to a maximum of 5 % of the total order value.
9. **ACCEPTANCE AND/OR REJECTION OF GOODS:** Final inspection of Goods for compliance with Specifications and the terms of this PO/WO shall be performed upon Delivery, and Buyer's determination shall be final in this regard. Buyer reserves the right to reject Goods, in part or in full, that are non-compliant with Specifications and terms of this PO/WO and shall inform Seller of Buyer's determination in writing. No claim by Seller in respect of such rejection shall be entertained. Rejected goods are to be removed from Buyer's premises within 48 hours on receipt of intimation, failing which Buyer shall not be held responsible for any loss or damage of the rejected goods. If the rejected goods are not removed within a period of one month from the date of such intimation, Buyer reserves the right to dispose off the same in a manner it deems fit and proper at the cost and consequences of the Supplier/Contractor.
10. **COMPLIANCE WITH RSE'S POLICIES:** Supplier acknowledges that it has read and understands the various RSE's Policies and agrees to fully comply with the Guidelines with regard to provision of the goods and/or services rendered by him:
 - All local Govt. regulations, RSE's Policy on Human Rights, Local Labor Regulation, No Child & Forced Labor, Anti-bribery & Anti-corruption, Equal Opportunity, Non-Discrimination & Anti-Harassment at workplace, Disciplinary Action & Grievance Redressal, Environment, Health & Safety, and Conflict Mineral
11. **SPECIAL TERMS FOR AEROSPACE SECTOR :** Supplier acknowledges that he has understood the below stated special requirements and agrees to fully comply with the guidelines with regard to provision of the goods and/or services rendered by him:
 - Product & services shall conform strictly to the Technical parameters detailed in the Purchase Order / Drawing / Technical Data sheet / Specification / Work instructions and should be supplied along with the requested Quality Certificates / CoC / MSDS (if applicable)
 - Shall adhere to the requirements (if specified) pertaining to the approval of
 - i. Products and services
 - i. methods, processes, and equipment
 - ii. the release of products and services
 - iii. competence, including any required qualification of persons
 - iv. your interactions with the organization
 - v. control and monitoring of your performance to be applied by the organization
 - vi. verification or validation activities that the organization, or its customer, intends to perform at your premises
 - vii. design and development control (if applicable)
 - viii. special requirements, critical items, or key characteristics
 - ix. test, inspection, and verification (including production process verification)
 - x. the use of statistical techniques for product acceptance and related instructions for acceptance by the organization
 - xi. the need to:
 - implement a Quality Management System
 - use customer-designated or approved external providers, including process sources (e.g., special processes);
 - notify the organization of nonconforming processes, products, or services and obtain approval for their disposition;
 - prevent the use of counterfeit parts
 - notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval to that effect
 - flow down to external providers applicable requirements including customer requirements;
 - provide test specimens for design approval, inspection/verification, investigation, or auditing;
 - retain documented information, including retention periods and disposition requirements;
 - the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain
 - ensuring that persons are aware of their contribution to product or service conformity, product safety and the importance of ethical behavior.

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