## **PURCHASE ORDER**

J.B. CHEMICALS & PHARMACEUTICALS LTD			
upplier: Our PO Details:			
m the date of Invoice			
oice			
LTD			
Tax %	Tax Value		
Тах	49,572.00		
	324,972.00		
	f returns on the ght to recover		
ed By			
	Tax % 18.00  Tax		

Telephone: No:+91-22-24822222, FAX No.+91 22 24929349/9633, Web: www.jbcpl.com CIN: L24390MH1976PLC019380

## **Terms and Conditions**

## For PO # 4400239238

- 1) Please Mention Purchase Order no., date, item code, Vendor code on all advice notes/challans & Invoice.
- 2) Deliver date mentioned in PO is factory reaching date of material.
- 3) We expect supplier's invoice numbers in numeric form.
- 4) This Purchase Order is issued on the following terms and conditions. Any changes in the terms and conditions shall be made in writing.
- 5) Time being the essence of the contract, the delivery dates agreed to are binding on the vendor and no variation of the scheduled delivery dates shall be permitted except on prior written authorization by the company. This Purchase order constitutes valid and binding contract between company & supplier.
- 6) Delivery Instructions:
  - a) The purchase order number must appear on all papers and correspondence pertaining to the order.
  - b) Challans must mention the purchase order number. Failure to mention purchase order no. may result in delayed inspection of goods and / for clearance of bills.
  - c) No delivery will be accepted after 3 p.m.on Factory working days unless confirmed otherwise. No delivery shall be accepted on Factory holidays.
  - d) Payment for goods / services in this order prior to inspection shall not constitute an acceptance of goods / services.
  - e) Please submit your bills in duplicate within 7 days from the supply of materials to accounts department at our corporate office. Bill must mention the challan number and our purchase order number for timely clearance of payments.
  - f) Delivery should be made through bank approved transporter or as specified by us in the purchase order.
  - g) Delayed deliveries beyond stipulated date of delivery will be accepted at the sole discretion of buyer and the price as decided by buyer. The company reserves its right to charge late delivery charges.
  - h) The packing should be sealed and the seal should be marked with a specification number. This number should be mentioned in the delivery chalan.
  - i) Labels on the Packing should specify item code and description of goods as purchase order / batch no. / lot. no./ date of manufacture / expiry date / no. of packages / gross weight / tareweight & net weight etc. You should ensure suitable, secure and transit worthy packing of all goods supplied against order.
  - j) The material supplied against the purchase order must in all respects conform to the buying / agreed specification mentioned in the Purchase Order. Each consignment of the material dispatched by you should be accompanied by a certificate of analysis. The material supplied will be examined at our laboratory and the report will be final and binding on the parties.
  - k) Unless otherwise stipulated weight / volume recorder at our factory shall be deemed as final. Without our prior written permission do not supply material in excess of ordered quantities. We may reject the entire consignment in case of excess supply. Supply in excess of the permissibe limitshallbe acceptable at our sole discretion and upon such term and conditions as may, then be specified by us. The same shall be toyour account. In case of liquid / solvents the tolerance limit towards evaporation / loss etc. will be as mentioned in the Purchase Order.
- 7) For Purchases Order of Finished formulation, the company shall be sole owner of the trademarks under which the products will be manufactured.
- 8) Prices are firm and not subject to any price variation or escalation clause.
- 9) You shall maintain the records which are required by Drug Control Department and GST Department.
- 10) In case of rejection, instructions would be given to you via phone / fax / email and the replacement should be arranged within reasonable time. The rejected material would be sent back to you on to pay basiswith no risk on our part.
- 11) Printed packing materials not meeting the specifications shall be destroyed at our end and we shall not make payment in respect of the same. The Supplier shall send fresh supplies of printed packing materials as per the specifications.
- 12) The products will be released from your factory by paying applicatble GST. of the courts in Mumbai.
- 13) This Purchase Order shall be governed by and construedin accordancewith the laws of India. In the event of any disputearising out of or relating to this Purchase Order, including anyquestion regarding its existence, validity or termination, either party shall have the right to refer the disputebinding arbitration in accordance with the rules and Provisions of Mumbai Centre ForInternational Arbitration (MCIA) including appointment of Arbitrator(s), as amended from time to time. The seat of Arbitration will be Mumbai, Maharashtra, India. The language of the arbitration shall be English. The decision of the arbitrator(s) shall be final andbinding on both Parties.
- 14) Insurance We have open policy cover. Please inform by fax / e-mail the dispatch details one day prior to the goods leaving your Factory / Warehouse. We shall lodge our claim on you for shortages / damages to the ordered material if you fail to give the information.
- 15) The rate and the amount of Tax Collection at Source under section 206C (1H) of the Income-Tax Act, 1961 if applicable and levied, should be shown separately in the invoice and kindly issue necessary certificate for the same within the prescribed time as per the provisions of the income tax Act, 1961.
- 16) The Current MSME status available in our records is indicated on first page of the purchase order. in case of any change in the above status, you shall confirm in writing to us with documentary evidence within 7 days from the date of receipt of purchase order.

- 17) A) While exercising its obligations under this PO, the Vendor/Supplier will:
  - (a) not promise, offer, pay, cause to pay, accept payment or induce website payment or take any action that could be considered a bribe;
  - (b) comply with all applicable laws and regulations in India including those related to bribery and corruption (such as, but not limited to, the Prevention of Corruption Actof India, the US Foreign Corrupt Practices Act UK Bribery Act) and
  - (c) JBCPL Anti-Corruption and Anti Bribery Policy set out on its website www.jbpharma.com.
  - B) Vendor/Supplier shall comply with all of JBCPL's policies and guidelinesin relation to this PO including without limitation to the JBCPL#s Supplier Code of Conduct and Conflictof Interest policy set out in its website www.jbpharma.com and any policy referenced therein.