

VersionNumber 2  
 Ordered By Akash Dipak Patil  
 Purchase Order 4100141815  
 Issued Date Thu, 19 Feb, 2026  
 Initial Ordered Date Tue, 9 Dec, 2025



Deliver To Ariba System

Name CHILL ZONE

Supplier CHILL ZONE

Contact  
 57 2 KASHINATH CHATTERJEE LANE SHIB  
 HOWRAH 25  
 711102  
 India  
 Phone: +91 9830180866

Payment Terms 100% payment withn 30 day from date of Invoice  
 Sub

Attachments  
 Comments

- aribasystem, 03/31/2026:  
 Fully invoiced and reconciled. Closed the order.

Vendor Contact Mobile No 9830180866  
 Vendor Contact Email chillzone1202@gmail.com

Line Item Details (8 Line Items)

| Quantity  | Price           | Amount           | Need-<br>by Date        | Unit of<br>Measure | No. Taxes | Material Code   | HSN    | Net<br>Amount    |
|---|-----------------|------------------|-------------------------|--------------------|-----------|---|--------|------------------|
| 2.00  | 1,500.00<br>INR | 3,540.00<br>INR  | Sat, 31<br>Jan,<br>2026 | each               | 1         | 540.00<br>INR<br>995469:HVAC:LS: Installation & Commsioning of Split AC<br>Inclusive of Vaccumising, Nitrogen Testing and R-32 Gas<br>Refilling per Split AC_ASP-Daikin | 995469 | 3,000.00<br>INR  |
| <p><b>Full Description</b> HVAC:LS: INSTALLATION &amp; COMMISIONING OF SPLIT AC INCLUSIVE OF VACCUMISING, NITROGEN TESTING AND R-32 GAS REFILLING PER SPLIT AC_ASP-DAIKIN_ VENDOR : CHILL ZONE : WEST BENGAL HOWRAH "SGL 17 PLUS"</p> <p><b>SupplierID</b> 0001007557_BAFL<br/> <b>Comments</b><br/> <b>Tax Code</b> CGST_9% + SGST_9%<br/> <b>Delivery Address</b> Bandal_SGL17<br/> <b>ShipToName</b> 19AABCB1518L1ZP_WEST BENGAL<br/> <b>Supplier GST ID</b> 19AJZPB8341B1Z1</p> |                 |                  |                         |                    |           |   |        |                  |
| Quantity  | Price           | Amount           | Need-by<br>Date         | Unit of<br>Measure | No. Taxes | Material Code   | HSN    | Net<br>Amount    |
| 14.02   | 900.00<br>INR   | 14,889.24<br>INR | Sat, 31<br>Jan, 2026    | meter              | 2         | 2,271.24<br>INR<br>741210:HVAC: LS: Supply & Laying of Refrigerant<br>Piping, Split AC (1.0,1.5TR), ASP-Daikin  | 741210 | 12,618.00<br>INR |
| <p><b>Full Description</b> HVAC: LS: SUPPLY &amp; LAYING OF REFRIGERANT PIPING, SPLIT AC (1.0,1.5TR), ASP-DAIKIN_ VENDOR : CHILL ZONE : WEST BENGAL HOWRAH "SGL 17 PLUS"</p> <p><b>SupplierID</b> 0001007557_BAFL<br/> <b>Comments</b><br/> <b>Tax Code</b> CGST_9% + SGST_9%<br/> <b>Delivery Address</b> Bandal_SGL17<br/> <b>ShipToName</b> 19AABCB1518L1ZP_WEST BENGAL<br/> <b>Supplier GST ID</b> 19AJZPB8341B1Z1</p>  |                 |                  |                         |                    |           |   |        |                  |

| Quantity   | Price           | Amount           | Need-by Date      | Unit of Measure | No. Taxes | Material Code   | HSN    | Net Amount       |
|--|-----------------|------------------|-------------------|-----------------|-----------|-----------------|--------|------------------|
| 10.97  | 120.00<br>INR   | 1,553.36<br>INR  | Sat, 31 Jan, 2026 | meter           | 3         | 236.96<br>INR   | 391739 | 1,316.40<br>INR  |
| <p><b>Full Description</b> HVAC: LS: SUPPLY &amp; LAYING OF DRAIN PIPING-25MM_ASP-DAIKIN_ VENDOR : CHILL ZONE : WEST BENGAL HOWRAH "SGL 17 PLUS"</p> <p><b>SupplierID</b> 0001007557_BAFL<br/> <b>Comments</b><br/> <b>Tax Code</b> CGST_9% + SGST_9%<br/> <b>Delivery Address</b> Bandal_SGL17<br/> <b>ShipToName</b> 19AABCB1518L1ZP_WEST BENGAL<br/> <b>Supplier GST ID</b> 19AJZPB8341B1Z1</p>                                   |                 |                  |                   |                 |           |                 |        |                  |
| Quantity   | Price           | Amount           | Need-by Date      | Unit of Measure | No. Taxes | Material Code   | HSN    | Net Amount       |
| 9.00   | 400.00<br>INR   | 4,248.00<br>INR  | Sat, 31 Jan, 2026 | meter           | 8         | 648.00<br>INR   | 391729 | 3,600.00<br>INR  |
| <p><b>Full Description</b> HVAC: LS: SUPPLY &amp; FIXING OF PVC CASING 3"X3" SIZE_ASP-DAIKIN_ VENDOR : CHILL ZONE : WEST BENGAL HOWRAH "SGL 17 PLUS"</p> <p><b>SupplierID</b> 0001007557_BAFL<br/> <b>Comments</b><br/> <b>Tax Code</b> CGST_9% + SGST_9%<br/> <b>Delivery Address</b> Bandal_SGL17<br/> <b>ShipToName</b> 19AABCB1518L1ZP_WEST BENGAL<br/> <b>Supplier GST ID</b> 19AJZPB8341B1Z1</p>                               |                 |                  |                   |                 |           |                 |        |                  |
| Quantity   | Price           | Amount           | Need-by Date      | Unit of Measure | No. Taxes | Material Code   | HSN    | Net Amount       |
| 2.00   | 2,000.00<br>INR | 4,720.00<br>INR  | Sat, 31 Jan, 2026 | each            | 9         | 720.00<br>INR   | 995469 | 4,000.00<br>INR  |
| <p><b>Full Description</b> HVAC: LS: HOLE PASSING THRU WALL/CORE CUTTING WITH PLASTERING /REFILLING WORK PER AC_ASP-DAIKIN_ VENDOR : CHILL ZONE : WEST BENGAL HOWRAH "SGL 17 PLUS"</p> <p><b>SupplierID</b> 0001007557_BAFL<br/> <b>Comments</b><br/> <b>Tax Code</b> CGST_9% + SGST_9%<br/> <b>Delivery Address</b> Bandal_SGL17<br/> <b>ShipToName</b> 19AABCB1518L1ZP_WEST BENGAL<br/> <b>Supplier GST ID</b> 19AJZPB8341B1Z1</p> |                 |                  |                   |                 |           |                 |        |                  |
| Quantity   | Price           | Amount           | Need-by Date      | Unit of Measure | No. Taxes | Material Code   | HSN    | Net Amount       |
| 15.54  | 950.00<br>INR   | 17,420.34<br>INR | Sat, 28 Feb, 2026 | meter           | 11        | 2,657.34<br>INR | 741210 | 14,763.00<br>INR |
| <p><b>Full Description</b> HVAC: LS: SUPPLY &amp; LAYING OF REFRIGERANT PIPING, SPLIT AC (1.8TR), ASP-DAIKIN_ VENDOR : CHILL ZONE : WEST BENGAL HOWRAH "SGL 17 PLUS"</p> <p><b>SupplierID</b> 0001007557_BAFL<br/> <b>Comments</b><br/> <b>Tax Code</b> CGST_9% + SGST_9%<br/> <b>Delivery Address</b> Bandal_SGL17<br/> <b>ShipToName</b> 19AABCB1518L1ZP_WEST BENGAL<br/> <b>Supplier GST ID</b> 19AJZPB8341B1Z1</p>               |                 |                  |                   |                 |           |                 |        |                  |

| Quantity | Price         | Amount          | Need-<br>by<br>Date        | Unit of<br>Measure | No. Taxes | Material Code   | HSN    | Net<br>Amount   |
|----------|---------------|-----------------|----------------------------|--------------------|-----------|-----------------|--------|-----------------|
| 30.78    | 200.00<br>INR | 7,264.08<br>INR | Sat,<br>28<br>Feb,<br>2026 | meter              | 12        | 1,108.08<br>INR | 854460 | 6,156.00<br>INR |

**Full Description** HVAC: LS: SUPPLY & LAYING OF COPPER FLEXIBLE ELECTRICAL CABLE FOR IDU-ODU COMMUNICATION SIZE: 2C/3C X 2.5SQMM, MAKE-HAVELLS/POLY-CAB/FINOLEX/REPUTED ISI MARKED\_ASP-DAIKIN\_ VENDOR : CHILL ZONE : WEST BENGAL HOWRAH "SGL 17 PLUS"

**SupplierID** 0001007557\_BAFL

**Comments**

**Tax Code** CGST\_9% + SGST\_9%

**Delivery Address** Bandal\_SGL17

**ShipToName** 19AABCB1518L1ZP\_WEST BENGAL

**Supplier GST ID** 19AJZPB8341B1Z1

| Quantity | Price        | Amount          | Need-by Date         | Unit of<br>Measure | No. Taxes | Material Code   | HSN    | Net<br>Amount   |
|----------|--------------|-----------------|----------------------|--------------------|-----------|-----------------|--------|-----------------|
| 410.00   | 20.00<br>INR | 9,676.00<br>INR | Sat, 28 Feb,<br>2026 | Square foot        | 13        | 1,476.00<br>INR | 998715 | 8,200.00<br>INR |

**Full Description** Scaffolding Charges

**SupplierID** 0001007557\_BAFL

**Comments**

**Tax Code** CGST\_9% + SGST\_9%

**Delivery Address** Bandal\_SGL17

**ShipToName** 19AABCB1518L1ZP\_WEST BENGAL

**Supplier GST ID** 19AJZPB8341B1Z1

#### Terms and Conditions

1. Scope:

(i) These conditions govern supplies of goods (Consignment) and services to the Purchaser and its successors, transferees and assigns. The term Purchaser shall mean either Bajaj Finance Limited, Bajaj Housing Finance Limited or Bajaj Financial Securities Limited, as more particularly identified as a purchaser in the relevant purchase order.

(ii) By accepting the Purchase order or by supplying the goods / services ordered, the supplier is deemed to have accepted the present terms and conditions and is agreeable to such other terms and conditions as may be stipulated by the Purchaser.

(iii) Only orders in writing are binding. Verbal orders or orders made by phone as well as changes and additions to order shall be binding only if confirmed by the Purchaser in writing. Terms at variance with these terms and conditions shall be valid only if accepted by the Purchaser in writing.

(iv) The supplier shall be liable for all costs incurred by the Purchaser as a consequence of the supplier failure to comply with the Purchaser's instructions or due to deliveries which are not in accordance with terms stipulated by the Purchaser.

(v) The supplier shall at all times comply with all the applicable laws with respect to the supply of products as well as in relation to its personnel including but not limited to the provisions of the Prevention of Corruption Act, 1988 read with any amendments thereto, anti-bribery laws, and any guidelines, policies or code prescribed by the Purchaser, from time to time.

2. Bills/Challan:

(i) The Tax invoice (Duly signed & stamp) must be submitted in original along with relevant supporting. The invoice must be drawn in the name of the Purchaser.

(ii) The supplier shall upload the invoice on the Ariba portal available at <https://service.ariba.com> (If Applicable).

(iii) Proforma invoices will only be accepted for processing advance payment and will not be accepted for payment against delivery.

(iv) Consignment should carry delivery challan/ Tax Invoice /supplier test report (if applicable). Purchase order number should be mentioned on all the invoices and relevant supportings.

(v) Tax invoices submitted for payment by the supplier must contain the supplier Goods and Service Tax Identification Number (GSTIN). The Purchaser may seek further details as may be required from time to time.

(vi) In case any refund is to be made by the supplier, the same

|                     |               |
|---------------------|---------------|
| <b>Net Amount</b>   | 53,653.40 INR |
| <b>Taxes</b>        | 9,657.62 INR  |
| <b>Gross Amount</b> | 63,311.02 INR |

must be to the account of the Purchaser.

### 3. Order & Confirmation:

(i) If the terms of the order confirmation vary from the terms of the order, the Purchaser shall be only bound thereby if it agrees to such variation in writing.

(ii) Any amendments or additions or alterations to the order shall only be effective if the Purchaser confirms such modification in writing.

### 4. Quality of Goods:

The goods shall be free from defect/s and fit for their intended purpose.

### 5. Inspection & Rejection of Goods:

(i) All materials duly processed and supplied against the PO should be new, of merchantable quality, fit for their intended purpose and should be in line with quality assurance plan, if any which has to be approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser either at the supplier's premises and/or at the place of delivery indicated by the Purchaser.

(ii) The Purchaser reserves the rights to inspect the material at any stage during manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification or not fit for their intended purpose without invalidating the remainder of the order if so desired by the Purchaser. All rejected material shall be removed by the supplier at its own costs within 15 days from the date of rejection note / intimation /challan posted by the Purchaser to the supplier. In case of any failure due to any reasons to remove the goods/material, the Purchaser shall have all rights to remove the defective materials /goods from the Purchasers premises and discard it, at the cost of the supplier.

(iii) The Purchaser, under no circumstances, will be liable or held accountable for any damage, loss, or deterioration of the rejected materials/goods or for discarding the material/goods or for any value for it. The Purchaser shall also be entitled to charge an amount of 2% (of the value of rejected materials) per week of delay towards storage charges.

### 6. Safety of Goods:

(i) The supplier must ensure the goods supplied to the Purchaser are: (a) safe and free from risk to health and safety and compliant with all relevant laws; and (b) clearly and durably labelled identifying the goods and providing all information in relation to its technical and other specifications, use, maintenance and storage.

(ii) The supplier agrees to supply the goods with all relevant information pertaining to the use, storage and maintenance of the goods and any relevant technical information including health and safety information. If the goods or materials supplied are hazardous to health and safety of people or property or to the environment, or are radioactive substances, or emit non-ionizing radiation, or biological substances, the supplier shall supply the goods with clear and durable labelling and copies of all relevant technical information sheets including Material Safety Data Sheets (MSDS), radiation safety data sheets and information data sheets, and in compliance with the applicable laws and regulations. If the goods supplied are electrical equipment, the supplier is responsible for the initial electrical safety of the new equipment and the goods should be provided tagged as tested.

### 7. Quality of Service:

The services must be supplied by the supplier to the Purchaser: (a) diligently and conscientiously; (b) with the same or higher level of care and skill as would reasonably be expected of a person qualified and experienced in the supply of the same or similar services; and (c) in good faith in the best interests of the Purchaser and in a manner which is consistent with business and goodwill of the Purchaser.

### 8. Safety of Service:

(i) The supplier must ensure the services are carried out at the relevant Purchaser site in compliance with relevant laws and in a manner which does not pose a risk to the health and safety of any person or property. The supplier of services warrants that it is (and any persons engaged by the supplier are) qualified to provide the services to the Purchaser and shall provide evidence of such qualifications if requested by the Purchaser.

(ii) The supplier of services agrees to abide by policies and procedures at the relevant Purchaser offices, branches or sites, as the case may be. The supplier of services agrees to supply all relevant written safety documentation for the services to be provided including safe work method statements (SWMS), job safety analysis (JSA), work assessments and/or worker training, where applicable. The supplier of services agrees that the

Purchaser has a right to direct the suspension of services which are provided in an unsafe manner or which are not in accordance with the specifications stipulated by the Purchaser.

#### 9. Force Majeure:

The Purchaser shall be under no liability for failure to accept the deliveries of goods if such acts of failure are due to any act of God, fire, earthquake, floods or any natural calamities or transportation embargoes, civil commotion, riots, violence, acts of terrorists, state enemies, pandemic, epidemic or any other similar reasons or circumstances beyond the control of the Purchaser.

#### 10. Product Warranty:

(i) The goods processed and delivered by the supplier shall be made of good quality components/materials as acceptable to the Purchaser and it should have excellent workmanship and be fit and capable of use for their intended purpose.

(ii) All products/services accepted by the Purchaser are subject to final approval/confirmation by the Purchaser post inspection regarding quantity, quality, specifications and safety standards of the products/services. Subject to all statutory deduction, as applicable and any deduction which the Purchaser may be authorised to make as per the terms hereof, the supplier shall be entitled to payment for the products/services conclusively accepted by the Purchaser post any inspection.

(iii) The said goods/services delivered by the supplier shall be identical to the sample specifications given by the supplier.

(iv) Where the said goods/services delivered by the supplier to the Purchaser is according to the sample specifications as well as certain additional description, if any, the said goods/services actually processed and delivered shall match not only with the said sample but also with the said specification /description.

(v) If any deficiency is observed in respect of any product/services supplied at any time during the guarantee / warranty period, the supplier shall at its own expense and at the discretion of the Purchaser either rectify/repair such deficiency in the products /services or supply a suitable replacement of such product with exactly similar specifications and acceptable to the Purchaser. This provision also applies to delivery subject to inspection by sample test.

(vi) Should the supplier fail to rectify (i.e. repair or replace) any deficiency within a reasonable time period set by the Purchaser, the Purchaser shall, at its sole discretion, be entitled to: cancel the order in whole or in part without being subject to any liability for damages; or demand a reduction in price; or undertake itself any repair at the expense of the supplier or re-performance of services or replacement of deliveries or arrange for such other acts, things to be done; including claim damages in lieu of performance.

(vii) If the supplier undertakes re-performance of the services or repair / replacement of goods, the warranty periods shall commence again from the date of re-performance, repair or replacement of the defective goods or services.

#### 11. Confidentiality:

(i) For the purpose of this clause, the party disclosing confidential information shall be referred to as the Disclosing Party, and the party receiving confidential information shall be referred to as the Receiving Party.

(ii) The term Confidential Information shall mean and include any and all proprietary and confidential information or data of the disclosing party disclosed to the Receiving Party including but not limited to:

a) any information or data of a proprietary and confidential nature not available in the public domain.

b) any information or data that was disclosed by the Disclosing Party to the Receiving Party prior to the acceptance of these terms.

c) any information or data consisting of or relating to, without limitation, working standards, reference standards, test methods or procedures, method validation documents or data supporting information and documents and letters of access.

(iii) The Receiving Party acknowledges that the confidential information is solely owned by the Disclosing Party, and the Receiving Party shall not claim any right, title or interest in the confidential information or any part thereof.

(iv) The supplier shall maintain strict confidentiality with respect to any Confidential Information disclosed by the Purchaser.

(v) This clause shall continue and survive for a period of 3 years beyond the termination or expiration of this purchase order.

#### 12. Delivery:

(i) Delivery time is the essence of this order and must be strictly adhered to. If the supplier fails to deliver the goods in time, the Purchaser may, at its sole discretion:

a) treat the order as cancelled at any time and recover any loss or

damage suffered, or it may suffer, from the supplier;

b) purchase the goods ordered or any part thereof, from other sources on the supplier's account, in which case the supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased by the Purchaser and the price calculated at the rate set out in this order, but also any other loss or damage that the Purchaser may suffer as a consequence thereof;

c) without prejudice to above provision, the Purchaser may condone the delay in delivery subject to levying of Penalty on the supplier @ 2% of the total order price for every week or part thereof till the actual date of delivery.

(ii) The supplier shall not claim right of lien, set off or counter claim against assets, properties, documents, instruments or material belonging to the Purchaser or with respect to which the Purchaser has raised a purchase order.

#### 13. Title & Risk:

The goods shall be at the sole risk of the supplier until delivery to the Purchaser at the time and location as specified by the Purchaser. On delivery of the goods to the Purchaser as per stipulated terms, the title to, and risk on the goods shall pass to the Purchaser regardless of whether the Purchaser has paid the supplier for the goods delivered, except that the title to and risk on the goods rejected by the Purchaser shall continue to remain with the supplier. The Purchaser assumes no obligation (including but not limited to payment obligation) or risk in relation to any products delivered in excess of those specifically ordered by the Purchaser.

#### 14. Indemnity:

(i) Without limiting any other remedy of the Purchaser, the supplier shall, at its own expense, defend, indemnify and hold harmless, the Purchaser, its directors, officers, employees, agents and customers (indemnified persons) from and against any and all loss, costs, expenses, damages, claims, proceedings, actions, demands or liability including legal counsel fees and expenses incurred or suffered or may be suffered by the Purchaser or other indemnified person/s arising out of or in connection with the supplier's performance of this order including but not limited to:

a) Non-compliance with the Purchasers requirements;

b) Negligence or willful misconduct of the supplier, its employees, contractors, suppliers or agents;

c) Defects in the workmanship materials or design of the goods supplied, services or work performed by the supplier;

d) Failure to comply with or breach of any applicable central, state or local laws or regulations; or

e) Breach of this order.

(ii) The indemnity in this clause is a continuing indemnity and survives termination or expiration of this order.

#### 15. Tax Invoice:

(i) Name, address and Goods & Service Tax Identification Number (GSTIN) of supplier (if registered) and the Purchaser shall be specifically mentioned on GST tax invoice.

(ii) The supplier shall address all invoices to the relevant branch or place of business of the Purchaser, where the supplier is providing the goods/services or as may be communicated by the Purchaser, mentioning the correct GST identification number (GSTIN) of such relevant branch or place of business of the Purchaser.

(iii) GST tax invoice and delivery challan / waybill / e-way bill documents are to be submitted immediately after dispatch of the goods to ship to the location mentioned in purchase order.

(iv) GST tax invoice towards supply of services should be submitted within 30 days from the date of completion of service.

(v) Service Accounting Code (SAC) / Harmonized System Nomenclature (HSN) for services and goods respectively as mentioned in purchase order shall be specifically mentioned on GST tax invoice, to avoid disagreement on classification at a later stage.

(vi) Where the supply of goods/ services is subject to GST under reverse charge mechanism, then the supplier shall clearly mention the goods/services category under which it has been registered and also mention that tax is payable on reverse charge basis and liability of payment of GST is on the recipient of goods/service

(vii) Tax invoice/ debit note/ credit note shall be duly signed & Stamped by supplier.

(viii) The supplier may not claim payments that is contingent on the fulfillment of its obligations, prior to the fulfillment of such obligations.

(ix) The supplier must submit test certificate / quality certificate (ISO Standard Test certificate) along with shipment to delivery address indicated in the order (If Applicable).

#### 16. Prices & Payment:

(i) The price stated in the purchase order includes all applicable taxes and duties as currently applicable whether levied by the Central or State Government. The prices governing this order shall for all purposes remain firm unless otherwise agreed to specifically in writing by the Purchaser and shall be inclusive of packing and delivery charges at the Purchaser's warehouse/go-down /workplace or any place specified in the order. For deliveries involving installation, commissioning or services, the transfer of risk on the goods supplied from the supplier to the Purchaser shall commence on acceptance of the goods, and for deliveries not involving installation or commissioning, the transfer of risk on the goods supplied from the supplier to the Purchaser shall commence upon receipt of the goods by the Purchaser at the designated place stipulated by the Purchaser.

(ii) For pricing ex works or ex warehouse of the supplier, transport shall in each case be at the lowest possible cost insofar as the Purchaser has not requested a particular method of delivery, but subject to the supplier ensuring the safety of the goods in transit till delivery at the location stipulated by the Purchaser. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the supplier. Where the transportation costs are agreed to be borne by the supplier, the Purchaser may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the supplier.

(iii) Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser /consignee shall be made as per the terms stated in this order. Payment shall be due after the stipulated/agreed credit period from the date of receipt of goods/services or from the date of receipt of bills by the Purchaser, whichever is later. The supplier shall submit bills within 7 days from the date of delivery of the goods or provision of the services stated in this order. The Purchaser shall, at all points of time, have the right to deduct from any unpaid bills, debit notes falling due, in case any goods/services are rejected and/or any claims for deductions are raised on the supplier as per the terms hereof.

(iv) Insofar as the supplier is required to provide material testing test records or quality control documents or any other documentation, submission of such records shall be an integral part of the requirements of the completeness of the delivery of goods or performance of services.

#### 17. Additional costs due to Changes in Law:

In case of any additional costs or benefits impacting the contract price resulting from a change in law, towards any taxes including eligible credits in respect of goods and services to be supplied under the order, then the parties shall agree to an adjustment to the contract price to reflect the financial impact of such additional costs. Change in law means occurrence of any of the following events:

- a) The enactment of any new Indian law, rule or regulation;
- b) The repeal, modification or re-enactment of any existing Indian law, rule or regulation;
- c) The commencement of any Indian law which was not brought into effect previously;
- d) A change in the interpretation or application of any Indian law by a judgment or decree of a court of record which has become final, conclusive and binding; or
- e) Any change in the rates of any of the taxes that have a direct effect on the rates mentioned in this order.

#### 18. GST Standard Clause:

(i) The details to be mentioned on the invoice has been prescribed under the provisions of GST Act and rules made thereunder.

(ii) The supplier agrees to issue proper documents like tax invoice, credit note, debit note etc. with prescribed details including the Purchaser's relevant GST Registration number in accordance with the provisions of GST Act and rules made thereunder. An invoice which does not contain the required details as per GST Act and rules made thereunder, may not be accepted by the Purchaser.

(iii) The GST credit to the Purchaser shall be available only when the supplier uploads correct and timely information with respect to the supply made to the Purchaser on the GSTN. The supplier shall ensure the following from its end:

- a) Upload error free data relating to supplies made to the Purchaser for availing timely credit by the Purchaser
- b) Input correct GST number of the Purchaser and all other relevant details on the invoice
- c) In case of any mismatch in the details declared by the supplier,

the same to be rectified within the prescribed time limit.

(iv) In the event, the supplier fails to make payment of GST as specified under the GST Act or in the event the details reported by the supplier is not reflected against the GSTIN of the Purchaser, the supplier shall be liable, without delay or demur, to promptly reimburse the Purchaser for the following: (i) all GST payable for the goods/services provided (ii) the tax credits which the Purchaser would otherwise be entitled to under the GST Act (iii) any interest and/or penalties payable by the Purchaser in relation to such tax credits under the GST Act and/or (iv) any other additional taxes or late charges, whatsoever, payable by the Purchaser under any applicable law due to failure of the supplier in making payment of GST under the GST Act. Any changes due to price variation in the invoice shall be carried out by way of a debit note/ credit note and shall be made before September of the succeeding financial year following the year to which the original invoice pertains to. The supplier to ensure that invoice, credit note/ debit note with the specified details are provided to the Purchaser on a timely basis so as to enable the Purchaser to claim tax benefit within the stipulated time.

(v) In case any shortcoming in relation to any bill/invoice is not rectified by the supplier promptly and the Purchaser ends up in reversal of credits and/or payment along with interest, the Purchaser shall be entitled to deduct amount of loss incurred or may be incurred by the Purchaser (including but not limited to tax loss, interest and penalty) from any payments due to the supplier.

(vi) In case of any default on the part of the supplier resulting in the Purchaser not being able to avail GST credit lawfully due to it, the supplier shall, at its own cost and effort, get the shortcomings /defaults rectified in the subsequent return. In such an event, the Purchaser reserves the right to withhold payment of any bills raised by the supplier until the defaults on the part of the supplier are remedied/rectified. In case of repeated defaults, the contractual terms shall give the Purchaser discretionary power to suspend /cancel the order forthwith, in which event, the supplier shall be liable to indemnify the Purchaser against all losses and or costs that may be suffered by the Purchaser.

(vii) The order shall stand to be void if at any point of time the supplier is found to be a blacklisted dealer as per GSTN rating system.

(viii) The Purchaser reserves the right to process payment in two batches (i) base invoice amount; (ii) tax amount. Tax amount will be paid only after supplier provides sufficient proof/self-declaration that the GST amount charged in invoice is declared in its GSTR-1 and GSTR- 3B and payment of taxes has been made to the government

(ix) In case of any tax benefit arising out of the changes in GST law such as reduction in GST tax rates and/or an increase in input tax credits etc., the supplier is under an obligation to pass tax benefit on to the Purchaser by way of reduction in the basic price of the goods/services.

#### 19. Sub-contracting & Assignment:

The supplier shall not assign or sub-contract the supply of goods or services in whole or in part to any other party without receiving prior written approval of the Purchaser.

#### 20. Termination for convenience:

The Purchaser is entitled to terminate this order including, permanent/ temporary cancellation for convenience by issuing 3 (three) days' written notice to the supplier.

#### 21. Applicable Law and Jurisdiction:

These terms, its meaning, interpretation and the relation between the parties shall be governed by and construed in accordance with the laws applicable in India. Any disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts at Pune, Maharashtra.

#### 22. Transit Insurance (for shortages, damages, pilferages, seal tampering, vehicle accident):

The supplier may at its cost insure the consignments against any damage or loss during transit. The Purchaser shall not be liable to the supplier or any other person for any loss to the goods in case the supplier does not insure the goods in transit.

23. Supplier warrants to BFL that the goods / services shall be provided, manufactured, shipped, stored, and otherwise handled strictly with all applicable laws, codes, ordinances, regulations and industry standards. The Supplier shall maintain at all times all applicable licenses, permits, approvals, authorizations and/or or other statutory approvals required to perform its obligation/s under the

(i) The supplier shall at all times respect human rights and is not involved or in complicit in any human rights abuses.

(ii) The supplier shall neither practice nor tolerate, any discrimination based on age, sex, colour, caste, disability, marital status, ethnic origin, race, religion, sexual orientation, disease (viz. HIV/Aids) or any other status of the individuals, which is unrelated to the individuals ability to perform work.

(iii) The supplier shall at all times prohibit the use of child labour, forced labour or any form of involuntary labour, paid or unpaid.

(IV) The supplier shall at all times strive to promote sustainability and minimizing the adverse impact of its operations on the environment and shall comply with applicable environmental regulations and other requirements.

(V) in the course of providing the products, the supplier shall be guided by the Whistle Blower Policy of the Purchaser or such other policy, if any (which can be accessed at <https://www.bajajfinserv.in/> and is subject to revision at the sole discretion of the Purchaser) in order to report any unethical behaviour /violation of the policy by any employee of the Purchaser.

Purchase Order

24. Conditions in the Purchase Order and Agreement:

In the event of any conflict between these terms and the terms of the agreement, if any, entered into between the Purchaser and the supplier, the terms and conditions of the agreement will prevail

Note: This PO is system generated and does not require any signature.

Bajaj Finance Limited

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