



# Turbo Technologies

Cummins Technologies India Limited,  
Industrial Area No.- 2, A.B.Road,  
Dewas,MP,455001,INDIA

Telephone: + 91 7272 406300  
Fax: + 91 7272 406350

Supplier: KALYANI CREATIVE  
Site: PUNE-01  
INDIRECT-IDI-506  
KALYANI CREATIVE353 SHUKRAWAR  
PETH  
NEAR GANDIKHAN OPP BANK OF  
INDIA  
PUNE, MAHARASHTRA 411002  
India

Bill To: Cummins Technologies India Limited,  
Industrial Area No.- 2, A.B.Road,, 455001  
India

Ship To: Cummins Technologies India Limited,  
Industrial Area No.- 2, A.B.Road,, 455001  
India

Contact: Customer Service

Purchase Order Type	STANDARD
Purchase Order	50601048
Revision	0
Order Date	09-JAN-09
Created by	KARADPETHE, Mr. RISHIKESH
Last Revision Date	09-JAN-09
Buyer	KARADPETHE, RISHIKESH

Supplier No	Payment Terms	Freight Terms	Shipment Mode
316083	NO		
Note To Supplier :			

Description: Stitched Gray & White Shirts

Note: All prices and amounts on this order are expressed in Indian Rupee

Line	Part Number/Revision/Description	Delivery Date	Quantity	UOM	Unit Price	Amount
1	GEN000397 Rev:	12-JAN-09	100	Each	270	27,000.00
	STITCHED FULL GRAY SHIRTS WHICH INCLUDE (40 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%	1,080.00
Line Amount:						28,080.00
2	GEN000397 Rev:	12-JAN-09	100	Each	270	27,000.00
	STITCHED HALF GRAY SHIRTS WHICH INCLUDE (40 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%	1,080.00
Line Amount:						28,080.00
3	GEN000397 Rev:	12-JAN-09	100	Each	270	27,000.00
	STITCHED FULL GRAY SHIRTS WHICH INCLUDE (42 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%	1,080.00
Line Amount:						28,080.00
4	GEN000397 Rev:	12-JAN-09	25	Each	270	6,750.00
	STITCHED FULL SIZE GRAY SHIRTS which include ( 38 size) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%	270.00
Line Amount:						7,020.00
5	GEN000397 Rev:	12-JAN-09	25	Each	270	6,750.00
	STITCHED HALF GRAY SHIRTS WHICH INCLUDE (38 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%	270.00
Line Amount:						7,020.00
6	GEN000397 Rev:	12-JAN-09	100	Each	270	27,000.00
	STITCHED HALF GRAY SHIRTS WHICH INCLUDE (42 SIZE) Supplier Note :				Taxes:	

Line	Part Number/Revision/Description		Delivery Date	Quantity	UOM	Unit Price	Amount
	Transaction Nature :				IDI VAT 4%		1,080.00
<b>Line Amount:</b>							<b>28,080.00</b>
7	GEN000398	Rev:	12-JAN-09	25	Each	300	7,500.00
	STITCHED FULL WHITE SHIRTS WHICH INCLUDE ( 38 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%		300.00
<b>Line Amount:</b>							<b>7,800.00</b>
8	GEN000398	Rev:	12-JAN-09	100	Each	300	30,000.00
	STITCHED FULL WHITE SHIRTS WHICH INCLUDE (40 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%		1,200.00
<b>Line Amount:</b>							<b>31,200.00</b>
9	GEN000398	Rev:	12-JAN-09	100	Each	300	30,000.00
	STITCHED FULL WHITE SHIRTS WHICH INCLUDE (42 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%		1,200.00
<b>Line Amount:</b>							<b>31,200.00</b>
10	GEN000398	Rev:	12-JAN-09	100	Each	300	30,000.00
	STITCHED HALF WHITE SHIRTS WHICH INLUDE (42 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%		1,200.00
<b>Line Amount:</b>							<b>31,200.00</b>
11	GEN000398	Rev:	12-JAN-09	25	Each	300	7,500.00
	STITCHED HALF WHITE SHIRTS WHICH INCLUDE (38 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%		300.00
<b>Line Amount:</b>							<b>7,800.00</b>
12	GEN000398	Rev:	12-JAN-09	100	Each	300	30,000.00
	STITCHED HALF WHITE SHIRTS WHICH INCLUDE (40 SIZE) Supplier Note : Transaction Nature :				Taxes: IDI VAT 4%		1,200.00
<b>Line Amount:</b>							<b>31,200.00</b>
<b>TOTAL:</b>							<b>266,760.00</b>

# Terms and Conditions of Purchase

The terms and conditions of this purchase order subject to the classes mentioned hereunder unless any of these conditions have been waived specifically in writing by us. Unless otherwise agreed to in writing by us herein after called Buyer, the conditions hereunder will supersede or modify the conditions on which offer is made by the seller.

## 1. Price:

- Prices/rates mentioned in the purchase Order on the face of the order are firm.
- Notwithstanding firm prices, in the event of selling price being reduced by the seller for any reason such reduced price ruling on the date of dispatch shall be payable.

## 2. Delivery:

- The date and / or time and place of delivery named by the seller and accepted by the Buyer shall be considered firm. It is understood that time is essence of the contract, the Seller shall be liable to make good losses or pay liquidated damages to the Buyer for delayed delivery. Where order is placed for deliver in separate lots, non delivery of any lot in specified schedule will make the Seller liable for damages separately for each lot.
- The responsibility of the Seller shall cease only after the safe arrival, inspection and acceptance of the goods at buyers place of delivery. Even the goods are sold FOR Ex-works place of dispatch
- Where Seller cannot adhere to deliver date/schedule specified on the order he shall get the revised delivery date/schedule accepted by the Buyer before effecting delivery in the event of goods being delivered at seller's option after the expiry of specified date of delivery mentioned on the order the buyer reserves the right to cancel the order wholly or in part or refuse acceptance of delivery and claim compensation for loss and / or incurred in storage, freight and return of the materials and the seller will be liable to refund advance payment if any made against the order with interest from the date of such advance payment till date of such refund.
- In case of failure to supply the material within the stipulated period by the seller, the Buyer reserves the right to purchase such material from any other source and the price difference if any, will be payable by the seller

## 3. Sales Tax /Excise tax

- In case of inter state transaction, only Central Sales tax as permissible by the Act will be payable by the buyer to the Seller after the receipt of invoice/pro-forma for the goods from the Seller.
- MP General Sales Tax will be charged at concessional rate where permissible for which declaration form as prescribed will be provided to the Seller on receipt of invoice/cash memo as per endorsement on the order
- Excise duties will be paid only if goods are accompanied by the relevant excise invoice.

## 4. Insurance

- Goods of this order shall be insured by the Seller cover transit risk at extra payment of Insurance charges or on the basis of any other conditions that may be mentioned on the order
- As soon as the goods are about to be dispatched, the Seller shall intimate our underwriter, the description, quantity and the value of the goods for transit insurance against our policy. In any event, the Seller shall be liable to repair/replace goods damaged or destroyed or lost in transit free to cost and settle claim if any, with names / underwriter.

## 5. Warranty & Inspection

The Seller warrants that the material under this order confirms to the specification herein, is fit and sufficient for the purpose intended, merchantable and free from defects in material and workmanship. These warranties shall continue unimpaired after inspection. All material furnished is subject to the buyer's inspection & test, and in addition to all other rights, the buyer expressly reserves the right to return all defective material and material shipped in excess of the quantity specified. This is to include goods originally accepted but subsequently found to be defective in use. All expenses incurred in connection with the return of such material will be paid for by the Seller and in the event of the buyer having already incurred expenses in connection with the material through either rectification or sorting of defective material, these will if so requested by the buyer be reimbursed on demand to the buyer by the Seller

## 6. Invoice Document:

As far as possible the invoice and dispatch documents shall accompany the goods. In case for any reason invoice can not be sent with goods a proforma invoice shall be sent with the goods to meet requirements of Octroi, Sales tax. In every case the excise dutiable item must accompany with the excise invoice

## 7. Payment:

Unless otherwise agreed to in writing payment should be made with in 30 days of receipt for the actual and the accepted quantity subject to receipt of invoice in triplicate, ST Reg No must be quoted on all seller invoice, in case of defective / damaged goods, the date of receipt should be the date on which replacement is received in satisfactory condition,. In case of part supply or partial acceptance of the material, payments shall be made for actual amending the amount invoice on pro rata basis

## 8. Dispatch Instructions:

Unless otherwise mentioned on the order the goods must be sent by road through any of the transporter recommended separately by the seller

## 9. Shortage /Loss:

The seller shall be under obligation to replace goods lost / damaged in transit free of cost irrespective of the terms and replace of delivery and the buyer shall have right to withhold or refuse payment of invoice either in whole or part till replacement claims for compensation on underwriter or buyer shall be preferred by the seller

## 10. Rights and obligations of sellers:

Right and obligation of the seller for whole or in part of any order are not be assigned to any Third party

## 11. Restriction on sale of spares

It being understood that these items bearing the buyer's part numbers are "patterned" articles in the accepted sense of the term. All material manufactured by the seller in accordance with the Buyer's detailed drawings or in manufacture by the Seller in accordance with the Buyer's detailed drawings or in manufacture of which the buyers tools dies patterns jigs and special tooling are used shall not be sold by the seller to anyone other than the buyer unless written consent is first received from the buyer.

## 12. Guarantee:

Wherever any material or machinery is guaranteed for any performance the seller shall immediately attend to repair or replace such materials machinery or components thereof free of all charges if defects appear and report of such defects is sent to the seller within the period of guarantee.

## 13. Cancellation:

The buyer reserves the right to cancel these orders or any part uncompleted if, due to fire, strikes, lockout

force majeure on from any other cause or causes beyond the buyers control or from any other cause or causes due to act or demands of the Indian Government or Government's department or as a consequence of war or outbreak of hostilities, the Buyer has to cease or delay manufacture of the goods for which the order was required.

## 14. Recession of Order:

The buyer shall be entitled to reschedule the order the contract wholly or in part or any clause there of or add any conditions thereto without any notice or obligation whatsoever and in the event of cancellation of order, payment if any already made by way of advance against the order shall be refunded forth with by the seller.

## 15. Arbitration:

All questions, disputes, whatsoever / which may at any time hereafter arises between the parties hereto touching this agreement or the subject matter there of or arising out of or in relation them to respectively and whether as to construction or otherwise shall be referred to a single arbitrator in case parties may agree up to one otherwise to two arbitrators (one to be appointed by each party or to their umpire in accordance with and subject to the provision of the arbitrator Act 1940 the venue of the arbitration shall be Dewas and the party losing the dispute shall bear the full cost of arbitration borne by the other party as well.

## 16. Jurisdictions:

All disputes question at any time arising between the buyer and the seller as to the construction of the Contract or to any other matter or things arising there under or in any way connected there with shall be decided according to the laws of India and the performance by the either party of any agreement of it s respective part herein contained shall be considered due at Dewas, MP. Indore for the purpose of jurisdiction and the courts at Dewas and Indore shall have exclusive jurisdiction over all disputes which may arise under this agreement.

## 17. Patent and Copyright:

If any article sold or delivered to the buyer hereunder is protected or is claimed to be converted by any patent, copyright or similar proprietary right, the Seller will protect, indemnify and save harmless the buyer from or against any and all suits, claims judgments and costs Instituted or recovered against any person or persons whomsoever on account of the use of sale of such article by the buyer in violation of such rights, or in claimed violation of any such actual or alleged rights.

## 18. Technical information:

- All drawings and other technical data supplied or disclosed by the buyer to the seller shall:
- To be treated by the seller as confidential between the seller and the buyer
- Accordingly not be supplied or disclosed by the seller to any third party, without the express prior written consent of buyer
- Not to be reproduced in any manner by the seller without the like consent
- Not to be used by the seller for or in connection with the manufacture or production of any other material article or thing other than these which are manufactured or produced for the buyer pursuant to an order of the buyer end
- Remain the property of the buyer and together all copies be delivered by the seller to the buyer further with upon demand

## 19. Special equipments:

Special dies. Tools and patterns which are the property of the buyer whether by being paid for or supplied by the buyer to the seller and used in the manufacture of the articles contracted for herein, shall be kept in good condition by the seller whilst in the seller's custody, no dies, tools or pattern supplied to the seller, or used in the manufacture of the articles contracted for herein shall be used in the production, manufacture or design of any other articles, not for larger quantities than those specified, except with the express prior consent in writing from the buyer., and at the termination of this contract they shall be disposed of as the buyer shall direct Unless otherwise agreed in writing from the buyer special dies, tools and patterns, the property of the buyer, shall when in the custody of the seller be adequately insured by the seller against normal risks and are subject to removal at any upon demand

## 20. Assignment:

- Where a particular location has been approved for manufacture of goods
- To be supplied here under no other location shall manufacture those goods without the prior written consent.
- This contract may not be assigned or sub-contracted by the seller without the buyer prior written consent

## 21. Ancillary conditions:

- The buyer accepts on responsibility for the direct or indirect supply of any material whatsoever unless the supply of such material is authorized by one of the buyer's official purchase order duly signed on behalf of the buyer.
- The order number and part numbers must ha quoted on invoices delivery and advice notes and all correspondences related to the order delivery notes must accompany all goods supplied hereunder
- The seller must ensure and indemnify the buyer against negligent or furious acts of its servants whilst on the buyer's premises The seller shall permit duly accredited representatives of the buyer to inspect
- At any state of manufacture those materials being manufactured subject to special order of the buyer
- Where patterns are supplied by the buyer, the seller must verify and check them against and drawings and specifications for the order and where any variation discrepancy or damage is found, the seller must supply for instructions from the buyer before proceeding further. The seller shall not modify or after such specifications and drawings any way without the written consent of the buyer.

## 22. Environmental Conditions

- All vehicles entering in to Cummins Technologies India Ltd premises should hare PUC certification
- There should be on leakage of oil / Diesel / Petrol etc from vehicles
- There should be minimum use of wooden box and oil soaked polythene for packing maternal, in case of bulk use prior approval from concern person is required.
- Supplier should follow PCB rules for carrying the oil / chemicals nod hazardous waste all the time once entered into Cummins Technologies India Ltd premises, all rules to product environment must be followed.
- Safety date sheet (MSDS) to be enclosed along with chemicals, all kind of the oils etc when supplied for first time or on trial basis to Cummins Technologies India Ltd.