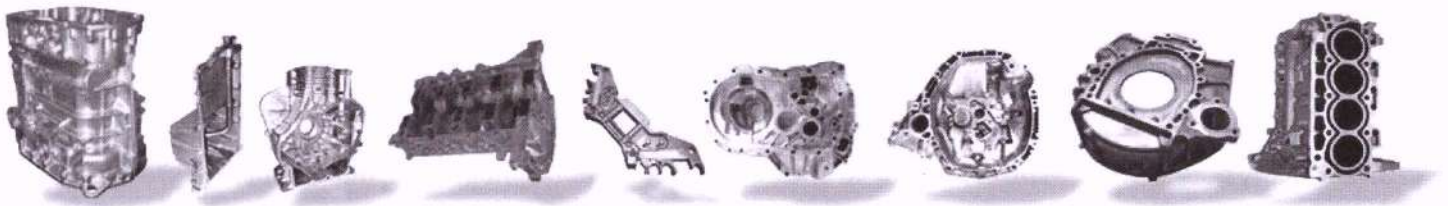
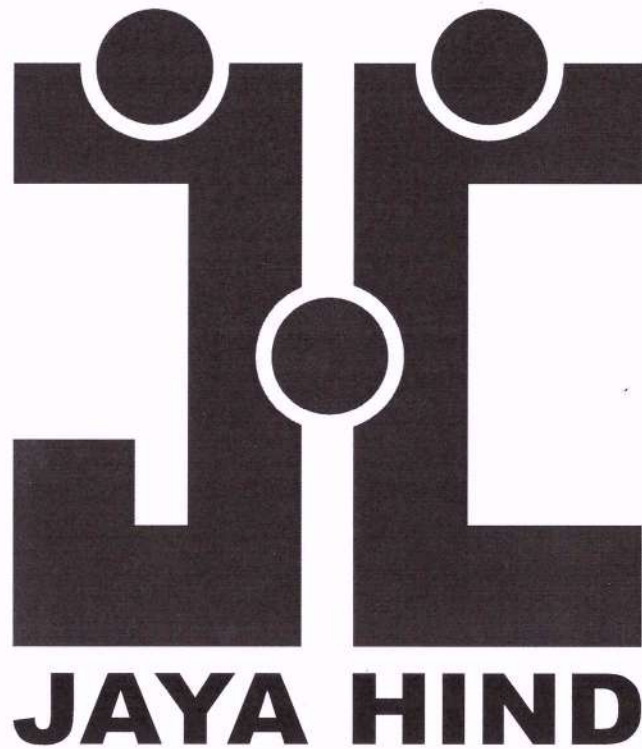


General Terms and Conditions for Purchase of Goods or Services



**Registered Office: Jaya Hind Industries Pvt. Ltd.,
Mumbai - Pune Road, Akurdi, Pune- 411 035, Maharashtra, INDIA**

JAYA HIND INDUSTRIES PRIVATE LIMITED

GENERAL TERMS AND CONDITIONS FOR PURCHASE OF GOODS OR SERVICES - REV 02, Dated 01st August 2026

These general terms and conditions are integral part of the Purchase order and in addition to the specific conditions mentioned in the PO.

1. JAYA HIND INDUSTRIES PRIVATE LTD (here in after referred to as "JHIPL"), reserves the right to cancel or amend this Purchase Order (PO) or part thereof without assigning any reason. JHIPL is not responsible for any PO or instructions about change in the terms and conditions of this order placed or given by an unauthorized person.
2. The confirmation of this PO shall be in writing and shall constitute a contract between JHIPL and the Supplier (hereafter called as Vendor). You can raise your queries, if any, within 10 (ten) days of receipt, otherwise the PO and the said Terms and Conditions will be deemed to have been accepted by you.
3. Vendor to fulfil all applicable requirements of EOHS Management system (ISO14001 & ISO 45001). Packaging of supplies should comply with the requirements of the notification by the central pollution Control Board (CPCB). Vendors have to comply towards the ban on use of plastics below 50 microns of packaging. Supplies violating this requirement will be rejected as non-conformance.
4. Material must be inspected by the Vendor at the Vendor's end before dispatch of material. The copy of your inspection report (PDI) must be sent along with material. Parts should have necessary identification as applicable to enable traceability.
5. Material will be received between 8.30 a.m. to 12 noon and 1.30 p.m. to 3.00 p.m. only. Any material coming in after 3.00 p.m. will not be received. Material should be sent through JHIPL's approved transporters, wherever the PO terms are Ex-works.
6. JHIPL reserves the right to reject the material, if the Vendor's delivery notes do not clearly specify the following - (a) Purchase Order No. & Date (b) Drawing No. (c) Item Code No. (d) Vendor Code Number (e) Delivery Location (f) Correct description with size & specifications (g) Number of packages and quantity per package (h) Schedule month against which delivery is made (i) Words "Labour Charge", "Free of Cost", "Loan", "Rectification" etc. wherever applicable.
7. Vendor's invoices must be sent in duplicate to JHIPL plant address as mentioned on the Purchase Order, Invoice should clearly specify the Vendor's delivery note No. & Date, our Division, Purchase Order No. & date, Item Code & Description, vendor code, and such other details as required to be mentioned on the invoices as per the applicable rule and regulations of the GST laws (herein after known as 'GST Laws') Invoice not fulfilling these requirements will not be accepted. Original Tax Invoice or e-Invoice for JHIPL & duplicate copy for the transporter should accompany the Challan given along with the consignment.
8. All dispatches should be made with reference to our Purchase Order Number, this Purchase Order Number should be mentioned on the invoice.
9. Delivery note should be corresponding to one PO, and should not combine with more than one PO.
10. Material supplies should be made strictly as per JHIPL's delivery schedule. JHIPL reserves the right to reject any material contrary to JHIPL's latest delivery schedule and assumes no obligation whatsoever in relation to such material, including loss of taxes arising to vendor.

11. JHIPL may cancel this contract, in whole or in part, in the event that the Vendor (i) fails to deliver any of the goods / services purchased within the time provided, (ii) violates any of the conditions of this contract, or (iii) if it becomes evident that the Vendor is not conducting its work in accordance with specifications or with such diligence as to permit delivery on or before the scheduled delivery date. In the event JHIPL cancels this contract in whole or part, JHIPL may procure goods / services similar to those so cancelled and the Vendor shall be liable to JHIPL for any excess costs for such similar goods / services. JHIPL will not be required under any circumstances to pay cancellation, restocking or any similar fees or penalties relating to its cancellation of this contract.
12. The Supplier shall not discontinue the production or supply of any developed parts without prior written consent from the concerned Purchase Department Head and Buyer. Should the Supplier intend to cease supply or terminate the business relationship, a minimum of 6 months' advance written notice must be provided to the relevant Purchase Department Head and Buyer. The Supplier is obligated to maintain full schedule compliance as per JHIPL requirements until such time that the parts are successfully developed with other supplier.
13. During the transition, the supplier agrees to facilitate a seamless transfer of all the paid Fixture, Tooling, Gauges, Drawings, documents, any other investment, and technical know-how to a new Supplier designated by JHIPL. Failure to cooperate with this transition or any unauthorized discontinuation will entitle JHIPL to recover full compensation for loss cost and damages suffered or likely to suffered by JHIPL including but not limited to any resulting development costs, production losses, or procurement delays.
14. Dispatch of backlog quantity, if any, should be made only after obtaining confirmation from JHIPL.
15. Material should be correctly consigned for delivery at JHIPL's plant as mentioned on the Purchase Order, if it is wrongly taken inside the other area, local taxes if any and all other expenses incurred by JHIPL for bringing the material to its plant as mentioned on the Purchase Order, will be debited to the Vendor's account.
16. All the goods / services received by JHIPL will be subject to final approval of JHIPL's Inspection Dept. or any the person authorized in this behalf by JHIPL, with respect to quantity, quality & Specifications.
17. Rejected material will be mutilated before returning it to the Vendor. Rejection identified during JHIPL processing/ assembly will be treated as Line rejection, vendor account will be debited for the same. As regards the field returned failed parts, vendor account will be debited for such parts supplied and JHIPL will also debit any cost incurred against consequential damage work done.
18. Replacement / collection of rejected material should be completed at the Vendor's cost at the place of supply specified by JHIPL within 7 days from the date of JHIPL rejection report. Failing this, the replacement material will be bought by JHIPL in the open market at the prevailing price and the total cost (along with taxes, wherever applicable) will be deducted from the Vendor's bills or debited to the Vendor's account.
If the rejected parts are not collected within 15 working days from date of intimation on vendor portal, JHIPL reserves the right to courier the debit notes and scrap such rejections at JHIPL end.
19. Corresponding material procurement cost (along with taxes, wherever applicable) incurred by JHIPL will be debited to the Vendor's account or deducted from the Vendor's bills, if there is material rejection at the Buyer's receipt Inspection, or JHIPL's manufacturing line or in machine shop.
20. JHIPL reserves the right to visit / audit the manufacturing facility / plant from where the supplies are made to Jaya Hind Industries. Such visits / audit would be to verify the compliance of processes, check quality control processes / parameters etc. These visits could be with or without any advance intimation, depending on the need.

21. JHIPL will not make any payment where the proof of delivery of goods / services provided is not given satisfactorily.
22. Except for the design modification or process change requested by JHIPL for no other reason retrospective price increase request from supplier will be considered.
23. In case of payment through Bank:, (a) all bank charges will be borne by Vendor (b) One bill per month for a minimum value of 10% of the average monthly billing will be submitted to JHIPL for direct payment for adjusting amount, if any, for rejection etc. failing this, subsequent bank documents will not be accepted. (c) Demurrage, if any due to late receipt of documents will be debited to the Vendor's account.
24. Vendor hereby agrees to comply with all the GST Laws. Vendor further agrees to file periodic returns under GST rules accurately and in a timely manner so that it matches with the corresponding Information details filed by JHIPL in its GST returns. In case there is any additional liability and / or interest etc., penalty arising due to non-compliance by the vendor, the same shall be reimbursed by the vendor to JHIPL.
25. The vendor shall provide the JHIPL their GSTIN / GST Certificate, Income Tax Permanent account number and Tax Deduction Account Number (TAN) and will provide certified copies of the same.
26. In case of supplies meant for AKURDI Plant, GST invoice must be addressed to JAYA HIND INDUSTRIES PRIVATE LIMITED, AKURDI, PUNE, in case of supplies meant for CHENNAI, PITHAMPUR Plant, GST invoice must be addressed to JAYA HIND IND PVT LTD, PITHAMPUR, in case of supplies meant for, CHENNAI, MAVAL URSE, PUNE plant GST invoice must be addressed to JAYA HIND IND PVT LTD, MAVAL URSE, in case of supplies meant for, CHENNAI plant, GST invoice must be addressed to JAYA HIND IND PVT LTD CHENNAI. If the above conditions are not fulfilled, the Buyer reserves the right to reject the consignment or to delay the payment or debit the amount lost if JHIPL'S GST credit is disallowed for any reason by the concerned Government authorities.
27. The invoice / credit Note / Debit Note / Receipt voucher or any other relevant document issued by the vendor shall contain the particulars such as name, address and GSTIN of the vendor, a consecutive serial number of invoice, unique for a financial year, date of issue of invoice, name, address and GSTIN of JHIPL, HSN code of goods, Accounting code of services; description of goods, services, quantity in case of goods, and unit or unique Quantity code thereof, total value of supply of goods or services or both, taxable value of supply of goods or services or both taking into account discount or abatement, if any, rate of tax (central tax, state tax, integrated tax, Union territory tax or cess), amount of tax charged in respect of taxable goods or services (central tax, state tax, integrated tax, union territory tax or cess), place of supply along with the name of state, in case of supply in the course of inter-state trade or commerce, address of delivery where the same is different from the place of supply, whether the tax is payable on reverse charge basis, signature of the vendor and such other particulars as may be prescribed under the GST Laws & any other laws for the time being in force & such document must be issued in a manner prescribed under the GST Laws & any other law for the time being in force.
28. For the parties whom e-Invoicing is applicable, it is mandatory to register the Invoices on the Government Portal. Further, it is also mandatory for such parties to print the Invoice Registration Number (IRN) and QR code generated by the Government on their Invoices. In case, invoices are issued without IRN and QR code the said invoices will be treated as invalid.
29. Thus, in case e-invoicing is applicable to the vendor, it should be ensured that the invoices are issued with valid IRN and QR code. In case the party fails to comply with these requirements and the invoices issued are rendered invalid, due to which input tax credit availed, if any, is denied by the Tax authorities to the JHIPL, then the JHIPL reserves its right to recover full money along with applicable Interest and Penalty, if any.

30. Vendor shall comply with the requirements of E-way bill form, whenever required and ensure to quote the E-way bill number, E-way bill date on the invoice/Delivery challan etc. and carry valid E-way bill, as may be applicable along with each consignment. The vendor shall also comply with any further requirements of updating the E-way bill details, wherever required and do all the compliances related to e-way bills under GST Law as may be notified by Government from time to time. In case of any non-compliance by the Vendor related to e-way bill and GST Laws, the GST, interest and penalty, etc. required to be paid by JHIPL due to such non-compliance will be recovered by JHIPL from the vendor.
31. In the event that the vendor fails to provide the invoice in the form and manner prescribed under the GST Laws and any other law for the time being in JAYA HIND, JHIPL shall not be liable to make any payment against such invoice.
32. The vendor needs to issue in a timely manner credit notes / debit notes / supplementary invoices as applicable in the prescribed format for events like sales returns, price change, etc and also report this credit / debit notes appropriately in GST Returns.
33. Advance paid, if any, will be inclusive of applicable GST levy.
34. Amounts pertaining to GST will be paid to the vendor only once the said amount is reflected as credit available to JHIPL on the GST web portal and the vendor has made payment of taxes to the Government Exchequer.
35. If any sum of money is recoverable from the amount payable to the vendor, the JHIPL shall be entitled to recover such sum from any sum due to the vendor or which at any time thereafter may become due to the vendor, under this or any other purchase / work order. Should the sum be not sufficient to cover the full amount recoverable, the vendor shall pay to the JHIPL on demand the remaining balance due. The JHIPL shall have the right to retain such amount, which is equal to the corresponding credit of the GST component on supplies that has not been carried forward into the electronic credit ledger of the JHIPL.
36. In case of any difference of opinion as to the amount payable as consideration by the JHIPL to the vendor or any discrepancy or disallowance of any amount of the bill/invoice raised by the vendor, the vendor shall be bound to correct the invoice appropriately, as required by the JHIPL.
37. In case there is any loss of credit or additional liability and / or interest etc. arising due to non-compliance by the vendor, the same shall be reimbursed by the vendor to JHIPL.
38. In the event that the input tax credit of the GST charged by vendor is denied by the tax authorities to JHIPL due to deficiency in documents/ compliance by the Vendor, JHIPL shall be entitled to recover such amount from the vendor by way of adjustment from subsequent payments. In addition to the amount of GST, JHIPL shall also be entitled to recover interest and penalty, levied / imposed by the tax authorities on JHIPL.
39. The payment term specified in the purchase order begins from the day of acceptance. The day of acceptance for the basis value of goods and / or services means the date of the acceptance of the goods and / or services and the day of acceptance for GST amount shall be the day as soon as the GST amount paid by the vendor to Govt. exchequer and corresponding invoice details reported in vendor's GST return and are auto populated in Form GSTR-2B of JHIPL or in any other form as stipulated by Govt. in the GST laws for matching the GST input tax credit from time to time.
40. If the vendor's compliance rating prescribed under the GST Act, falls below the limit as may be decided from time to time by the JHIPL Management, for any reason whatsoever, the PO shall be liable to be terminated with immediate effect and vendor shall be liable to pay such damages as may be reasonably estimated by JHIPL. JHIPL shall also have the right to make TDS (Tax Deduction at Source) deductions on supply of Good/ services under any applicable laws.

41. The Vendor hereby agrees to maintain the confidentiality of JHIPL's Confidential Information with at least as great a degree of care as it uses for the Vendor's own Confidential Information, and at a minimum, the Vendor shall take necessary and reasonable precautions to prevent such information from being disclosed to any person, firm, or company not specifically authorized in writing by JHIPL. The Vendor agrees not to sell, transfer, publish, disclose, display or otherwise make available to others, nor to use any Confidential Information except to carry out the purposes for which JHIPL disclosed the information to the Vendor.
42. The Vendor will not: (i) use in advertising, publicity, or otherwise the name of JHIPL, or any affiliate of JHIPL, or any partner or employee of JHIPL, nor any trade name, trademark, symbol or any abbreviation, thereof owned by JHIPL.
43. The Vendor shall indemnify JHIPL towards the cost and expenses in respect of damage to the product, third party claim towards damage to property and or physical injury arising out of product liability related factors due to defect/ deficiency in material or workmanship.
44. Neither party hereto shall be liable to the other party for any default, delay or non-performance of its obligation (s), if such default or delay or non-performance is caused by force majeure. i.e. any act of God, war, pandemic, fire, flood, earthquake, any act of the government in its sovereign capacity etc. The party/ies whose performance is so delayed or affected shall inform the other party expeditiously. Provided, if the force majeure conditions continues for 60 (sixty) days the other Party may terminate the contract.
45. JHIPL has released a Business Partner Code of Conduct which is available on the Vendor Portal. We require Suppliers provide a onetime declaration that they have read and understood the code. Format of declaration is attached with the Code of Conduct. In absence of confirmation with respect to this declaration from vendor, it will be deemed to be accepted by vendor.
46. In case of any un-resolved grievances in relation to the Purchase Orders released on the vendor, the Vendor shall reach out to the mail id corporatematerials@jayahind.com enabling a requisite escalation and resolution at JAYA HIND IND PVT LTD.
47. This contract will be governed by and construed in accordance with the applicable laws of the India. Each Party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of this contract must be brought solely and exclusively in, and will be subject to the exclusive jurisdiction of the courts in Pune.
48. You have to follow our supplier code of conduct, issue No 1, which is available on our website www.jayahind.com
49. You have to follow General Terms and conditions which are available on our website www.jayahind.com

Makarand Kanade
Executive Director

01st August 2026