

ZEPPELIN®

Zeppelin Systems India Pvt.Ltd
Level-4,ADM Building, Alembic Campus, Alembic Road,Vadodara – 390 003.INDIA
Phone-(0265)2291710,FAX-(0265)2291711 Email – info@zeppelin-india.com

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PURCHASE ORDER

TO, M/S. KAIVAN ENGINEERS 204, Madhav, R C Dutt Road, Vadodara - 390007, India. Tel : 0265 - 2324634 (M : 9909915275)	REF	REF : QTN DT 08.01.2013
	PO NO	: PO - ZPC - 2103 - 083
	PO DATE	: 29.01.2013
	PROJECT NO	: ZPC-2103

CLIENT NAME : ENGINEERS INDIA LIMITED
PROJECT NAME : PNEUMATIC CONVEYING SYSTEMS

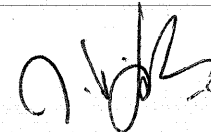
This Purchase Order is issued for supply to be carried out as per standard/specific conditions of contract and other annexure, which are attached herewith, and shall form part thereof.

Item No	Description	Unit Rate in Rs.	Qty	UOM	Amount in Rs	Remarks
01	BASIC COST OF PIPE FITTINGS AS PER ANNEXURE - 1 AND INQUIRY SPECIFICATION	250,610.00	01	PACKAGE	250,610.00	
02	PACKING & FORWARDING CHARGES				5,012.20	
03	SUBTOTAL				255,622.20	
04	VAT @ 5%				12,781.11	
05	NET PAYABLE				268,403.31	

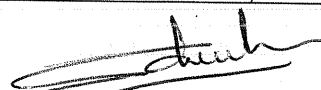
In Words Two Lacs Sixty Eight Thousand Four Hundred And Three Rupees And Thirty One Paise Only.

C EXCISE REGISTRATION NO. : AAACP0484CEM001
EXCISE RANGE : HALOL -V
DIVISION : HALOL
COMMISSIONRATE : VADODARA - II
PAN NO. : AAACP0484C
CST TIN NO. : 24690305354 dated 26.02.2010
VAT TIN NO. : 24190305354 dated 26.02.2010
SERVICE TAX NO. : AAACP0484CST001

For Zeppelin Systems India Pvt limited



Authorised Signatory



ANNEXURE - I**1. SCOPE OF SUPPLY**

Scope of Supply will be as per Purchase Order Only

SR NO	DESCRIPTION	PIPE CLASS	SIZE	SCH	MATERIAL SPEC.	DIMENTION	UNIT RATE IN RS.	QTY	UOM	AMOUNT IN RS
01	FLANGE	A1 K	25	40S	125AAARH ASTM A 182 GR	B16.5	319.00	5.00	NOS	1595.00
02	FLANGE	A1 K	40	40S	125AAARH ASTM A 182 GR	B16.5	540.00	10.00	NOS	5400.00
03	FLANGE	A1 K	100	NA	STK MAX 1000 AAARH ASTM A	B16.5	676.00	18.00	NOS	12168.00
04	FLANGE	A91 A	20	STD	125AAARH ASTM A 105	B16.5	150.00	3.00	NOS	450.00
05	FLANGE	A91 A	25	NA	125AAARH ASTM A 105	B16.5	163.00	10.00	NOS	1630.00
06	FLANGE		40	NA	125AAARH ASTM A 105	B16.5	676.00	29.00	NOS	19604.00
07	FLANGE	A91 A	80	NA	125AAARH ASTM A 105	B16.5	1872.00	15.00	NOS	28080.00
08	FLANGE	A91 A	100	NA	125AAARH ASTM A 105	B16.5	1872.00	21.00	NOS	39312.00
09	FLANGE	J3 A	40	NA	125AAARH ASTM A 105	B16.5	299.00	3.00	NOS	897.00
10	BLIND FLANGE	S07AA1G_R1	80	NA	ASTM A 516 GR 70 3MM CLAD	MDA 09.04.006	676.00	1.00	NOS	676.00
11	LOOSE FLANGE		80	NA	ASTM A 516 GR 70 (GALV)	MDA 09.04.006	832.00	2.00	NOS	1664.00
12	LOOSE FLANGE	S07AA1G_R1	300	NA	ASTM A 516 GR 70 (GALV)	MDA 09.04.006	5738.00	1.00	NOS	5738.00
13	LOOSE FLANGE	S07AA1G_R1	350	NA	ASTM A 516 GR 70 (GALV)	MDA 09.04.006	7728.00	7.00	NOS	54096.00
14	LOOSE FLANGE	S07AA1G_R1	450	NA	ASTM A 516 GR 70 (GALV)	MDA 09.04.006	11500.00	1.00	NOS	11500.00
15	LOOSE FLANGE	S07AA1Y_F1	500	NA	ASTM A 516 GR 70 (GALV)	MDA 09.04.006	15000.00	4.00	NOS	60000.00
16	STUB ENDS		225	NA	ASTM A 403 GR WP 304, TYPE 2	MDA 09.04.056	1950.00	4.00	NOS	7800.00
Subtotal 1										250610.00

2. SCHEDULE

- 1) Date for Readiness for Inspection : 18.02.2013
2) Date for Readiness for Delivery : 20.02.2013

Delivery date means FOT, BARODA (At Manufacturing Works) Duly Packed and Tested.

A) Material has to be Delivered as per Delivery Schedule only

Above Delivery Schedule must be Adhered to the same shall not be changed without our consent.

3. LATE DELIVERY CLAUSE

If Material does not reach us as per delivery schedule mentioned in purchase order then 5% of basic cost as Penalty will be deducted from the Amount Payable

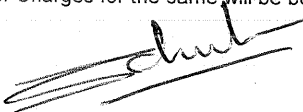
4. ACCEPTANCE OF ORDER

- a) Please send a copy of Purchase order Duly Stamped and Signed by your Authorised person on Acceptance of all terms and Conditions within 7 Working Days from the date of Purchase order otherwise it is considered as accepted.

5. QUALITY

M/s. Kaivan Engineers Will Submit QAP as well as Delivery Schedule along with Order acceptance.

then M/s Zeppelin Systems india Pvt. Ltd, reserves right to depute inspector or offload the inspection activity to Third party inspection agency. However Charges for the same will be borned by ZSI only.



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Vadodara**PURCHASE ORDER**

PO - ZPC - 2103 - 083

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ANNEXURE - III**1. TERMS OF PAYMENT****Detail Payment Terms are as follows**A). 100% Payment within 30 Days from the Date of
Submission of Invoice duly signed & stamped.**DOCUMENTS REQUIREMENT IF PAYMENT WILL BE THROUGH LETTER OF CREDIT****A). Final Payment**: 1). Commercial Invoice duly signed by Authorised
Person
2). Delivery challan Duly Signed by Authorised Person
3). IRN Duly Certified.**2. NAME AND CONTACT DETAIL OF REPRESENTATIVE**

: Mr. Atit Christian (M : 9909915275)

3. INCO TERMS

: FOT, BARODA

4. SCOPE OF FREIGHT: Exclusive, However Vendor has to submit quote for
for Transportation from chennai to Delivery Location sep
if we find Suitable to us then we will place Order for
Transportation for the same separately.**5. TRANSIT INSURANCE**

: To Our Scope

6. PACKING INSTRUCTION: All Equipments and Material shall be suitably Packed
in Weatherproof Packing with Wooden Crate for
Appropriate Transport in India. The Packing Shall be
Strong and Efficient Enough to ensure safe preservation
upto the final point of Destination.
Packing should be such that I can withstand one Rainy
Season before Commissioning.**7. LOADING AND HANDLING AT VENDOR LOCATION**

: Inclusive

8. UNLOADING AT SITE

: To Our Scope

9. COMMISSIONING CHARGES

: Exclusive

10. GUARANTEE: Material should free from any manufacturing defects
if found any Problem then M/s. Kaivan Engineers will
change them without additional cost to us within
minimum possible time.**11. WARRANTY**: Warranty of supplied Goods will be 12 months from
Date of Commissioning and 18 Months From the
Date of Supply Whichever is Earlier.**12. DOCUMENTATION**

: All Material has to sent with all relevant Documents.

13. INSPECTION CALL: M/s. Kaivan Engineers has to raise
inspection call before 15 Working Days from the
date of readiness of equipments.

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Vadodara**PURCHASE ORDER**

PO - ZPC - 2103 - 083

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14. IMPORTANT

: M/s. Kaivan Engineers has to submit us the Draft of invoice before dispatch of material to site and has to accommodate changes without addition to cost to us.

15. RELEASE OF PAYMENT

: Detail Payment is applicable for Batches only.

16. RESPONSE TIME

: M/s. Kaivan Engineers has to appoint concern Person at Site within 03 working days After Receiving our Call with Necessary equipments for Repairing or Replacing Faulty instruments if any.

17. PLACE OF DELIVERY

: M/s Zeppelin Systems India Pvt. Ltd.
Survey no. 200 & 201, 3D, Paint shop,
Village : Chandrapura, Halol,
Dist. Panchmahal, Gujarat.

However Supplier has to reconfirm in writing from our end for these details before physical movement of goods

18. TEST CERTIFICATES

: M/s. Kaivan Engineers has to Submit Test Certificates of Material which are to be supplied along with Lot of Material.

19. METHODOLOGY OF PREPARATION OF EXCISE INVOICE

: During Preparation of Excise Invoice please focus on Following Terms

Name of Buyer :

Zeppelin Systems India Private Limited
Level 4, ADM Building, Alembic Campus
Alembic Road , Vadodara - 390003
Gujarat, India

However Supplier has to reconfirm in writing from our end for these details before physical movement of goods

20. ALTERATION OF DESIGN

: Supplier has to fabricate as per Design Provided by us Duly Checked and Authorised By us. For Any Changes or For new innovation supplier has to take Prior Permission from us in written.



21. PAYMENT

: All payments will be released Within 10 Days From the Date of Receipt of Acceptable Invoices After Deduction of Applicable TDS.

22. PAYMENT

: All Payments Will be Settled Settled Down upon Presentation of a Verifiable Invoice in the Amount of Value of the supplies and Services which are proven to have been carried out in accordance with the contract inclusive of the respective taxes and duties which must be shown explicitly. All payments are Payable within 10 Days from the Receipt of invoice and receipt of complete Documents.

23. IMPORTANT INSTRUCTION FOR INVOICING

: In Preparing the Invoice Seller shall adhere to the following Instructions :

- A). The Invoice Shall be raised in the Name of Consignee
- B). The Description of Goods, Quantity unit and Value Indicated your invoice should STRICTLY match with relevant details as indicated in Purchase Order.
- C). The invoice Shall bear your Invoice Number date and number of this Purchase Order
- D). In the event of non-compliance of above requirements you will be fully responsible to indemnify the Co sequential expenses / loss may be incurred by us our client for clearance of shipment at destination.

24. INSPECTION AND TESTING

: The goods shall be thoroughly inspected and tested by ZSI or ZSI Nominated Inspector, Who will have full Powers to reject any or all materials which do not Confirmed to the specification of order and their decision on every question of intent and meaning of of specification shall be final and conclusive. The Certificates issued by ZSI or ZSI Nominated Inspector to this effect should be part of Shipping Documents indicates the tests conducted with the results thereof as required under the relevant specifications.

25. PAYMENT CERTIFICATE

: The seller shall furnish a separate certificate as part of the shipping documents certifying the amount received.

26. WEIGHTS AND MEASUREMENTS

: The shipping Documents, Invoices, Packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Purchase's Purchase Order.

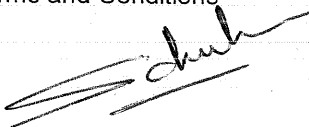
27. ACCEPTANCE OF ORDER

: Kindly Send a copy of Purchase Order Duly Stamped and Signed by your Authorised Person on Acceptance of all terms and Conditions within 07 Working Days from the Date of Purchase Order otherwise it is Considered as accepted.

28. ATTACHEMENTS

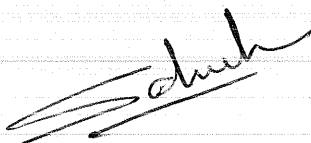
1). General Terms and Conditions

: Annexure - 1




GENERAL TERMS AND CONDITIONS

1. Any special condition mentioned in the Purchase Order (PO) shall be read in conjunction with these General Conditions of Purchase and variance with any provisions of the terms of PO shall be deemed to override the provisions of these general conditions and shall to the extent of such repugnancy, or variance, terms of PO shall prevail.
2. The Vendor shall acknowledge the receipt of the PO within seven days following mailing of the order and shall thereby confirm his acceptance of the PO in its entirety without exception. If the Vendor fails to acknowledge, he shall be deemed to have accepted the PO, unequivocally.
3. Subject to Clause 1 above, the terms and conditions of POs constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by the authorized representatives of Zeppelin Systems India Pvt Ltd (ZSIL) and the Vendor
4. **DELIVERY TERMS:**
 - a. **Delivery Date:** - Time of delivery as mentioned in the PO, shall be the essence of the PO and no variation shall be permitted, except with prior authorization in writing from ZSIL.
 - b. **Place of Delivery:** - The goods shall be delivered / dispatched strictly as per the instructions in the PO. All materials to be delivered at the designated delivery place as per the time stipulated by the receiving stores.
 - c. **Delayed Delivery:-** The time and date of delivery as stipulated in the order shall be deemed to be the essence of the PO. In case of delay in execution of the order beyond the date of delivery as stipulated in the order or any extension sanctioned, ZSIL shall at his option either:
 - i) Accept delayed deliveries at price reduced by a sum / percentage mentioned in the PO for every week of delay or part thereof.
 - ii) Cancel the order in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of the Vendor without prejudice to his rights under (i) above in respect of Goods delivered.
 - d. **Delays due to force majeure:-** In the event of causes of force majeure occurring within the agreed delivery terms, the delivery date can be extended by ZSIL on receipt of application from the vendor on such Terms and Conditions as may be decided by ZSIL. Only those causes which depend on natural calamities, Civil Wars and national strikes which have a duration of more than seven consecutive calendar days are considered force majeure . The vendor must advise ZSIL by a registered letter duly certified by the local Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause/s of delay immediately, but in no case later than 4 days from the beginning and the end of each cause of force majeure as defined above.
 - e. The goods shall correspond with the description or the samples or the original specification thereof, as the case may be, in full detail and must be delivered and dispatched within the stipulated time, otherwise, the same shall be liable to be rejected and the Vendor shall be deemed to have wrongfully neglected to deliver the Goods according to the PO. ZSIL shall in that event, at discretion, be entitled to either purchase such goods from other sources on Vendor's account in which case the Vendor shall be liable to pay to ZSIL any difference between the price at which such Goods have been purchased and the price calculated at the rate set out in corresponding related purchase order or to hold the Vendor liable to pay ZSIL damages for non-delivery of Goods for such wrongful negligence.
 - f. **Packing:** - Goods supplied against orders must be suitably and properly packed, (conforming to special conditions stipulated by ZSIL, if any) for safe and / or undamaged transport by road or rail.

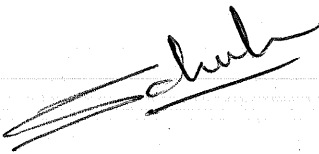


5. **EXAMINATION OF GOODS:-** Irrespective of fact that the Goods have been delivered or / are dispatched as per ZSIL's instructions, the Goods shall always be supplied, subject to detailed inspection upon receipt, at ZSIL's Works or such other destination as specified in the PO for ascertaining whether the Goods are in conformity with the PO or not and until then in no event ZSIL shall be deemed to have accepted such Goods and upon any rejection of Goods in question, the Vendor shall be deemed to have failed to deliver the concerned Goods in accordance with the PO
6. **REJECTION / REMOVAL OF REJECTED GOODS AND REPLACEMENT:** - ZSIL shall have a right to inspect the Goods during any stage of manufacture, irrespective of whether the Goods have been inspected by ZSIL before the dispatch, ZSIL shall have a right to reject the goods within 15 days from the date of receipt of Goods by ZSIL if the Goods do not conform to the PO specification. Within 15 days from the receipt of the intimation from ZSIL of rejection of the Goods, the vendor shall remove at his own cost the rejected Goods from the place indicated by ZSIL. ZSIL shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected Goods whatsoever and such Goods shall be at the Vendor's risk entirely, the Vendor shall pay to the ZSIL reasonable storage charges for storing such rejected Goods for a period exceeding 15 days as aforesaid.
7. **BILL & INVOICES:** - Invoice is preferred (in triplicate). Challan / Invoice should carry following information (1) Sales Tax No., (2) PO No. & Date, (3) Line Item No. as per our PO, (4) Quantity, (5) Rate, (6) Excise Duty (if applicable) to be calculated and rounded off at each line item, (7) Date of mfg / date of shelf life items, (8) Indication of applicability of 57-F(4) Transaction, (9) Indicate return of ZSIL's material – non invoiceable – goods / defective / rejection. While receiving the goods, we will retain first two copies and third copy will be endorsed and returned. In case challan and invoice are different, then invoice be submitted to the concerned Accounts Department for invoice verification.
8. **WARRANTY:** - The vendor warrants that all materials and or workmanship shall be of the first class quality and the material supplied under POs shall be suitable for the purpose for which the same is to be used. The vendor shall guarantee that the material shall be in strict compliance with the specifications and requirements agreed upon and further agrees that all materials / goods shall be repaired or replaced as the case may be at his expenses, in case the same have been found to be defective in respect of materials, workmanship, design or process of manufacturing, within a period of twelve months after the same have been put in use or 18 months from the date of acceptance of the Goods by ZSIL whichever is earlier. If any warranty period described in Purchase Order specifically then please read it applicable other than this standard term.
9. **RIGHT OF ZSIL TO SET OFF:** - ZSIL shall be entitled to recover from the Vendor any sum/s due to the ZSIL on account of any damage/s or otherwise whether in respect of supplies under any of the POs, by deduction of sums from the amount due by them to the Vendor in respect of supplies made under any earlier or subsequent PO.
10. **CANCELLATION :-** ZSIL reserves the right to cancel the PO or any part thereof and shall be entitled to rescind the PO entirely or in part in a written notice to the Vendor if, (i) the Vendor fails to supply in accordance with the terms of the PO, (ii) the Vendor goes bankrupt or goes into liquidation, (iii) the Vendor fails to deliver the Goods on time and / or replace the rejected Goods promptly, (iv) the Vendor makes general assignment for the benefit for the creditors, (v) Receiver is appointed in respect of property of the Vendor, ZSIL shall also be entitled to cancel this order without assigning any reasons/s or becoming in any way liable in such cancellation, provided that in such event ZSIL shall accept the Goods already manufactured in accordance with this order and pay for the same.
11. **NON-WAIVER :-** Failure of ZSIL to insist upon any of the terms of conditions incorporated in the PO or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment, of any Goods hereunder or approval of design shall not release the Vendor and shall not be deemed to waiver of any right of ZSIL to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such Goods regardless of when Goods are dispatched, received or accepted.
12. **DESIGN & DRAWINGS:** - The goods shall be manufactured by the Vendor to ZSIL's design, drawings and specifications (hereinafter collectively referred to as "specifications"). The specifications



furnished to the Vendor are ZSIL's exclusive property and for ZSIL's exclusive use. The vendor agrees that he shall have no right to dispute the ownership of ZSIL on the specifications. It shall be obligatory on the part of the Vendor not to divulge or cause to divulge the process details or manufacture or caused to be manufactured or enter into any direct or indirect sale of Goods, manufactured on the basis of the Specifications, to any third party nor solicit or entertain any enquiries for these goods, at any time hereunder. Any enquiries received by the Vendor for the Goods / parts of Goods, howsoever should be forwarded to ZSIL forthwith. Vendor's failure to carry out the obligations herein shall mean breach of PO which shall entitle us for injunctive relief and also to claim damages for such breach

13. **NO ASSIGNMENT:** - Purchase Orders shall not be assigned to any other party by the vendor without obtaining prior written consent of ZSIL.
14. **DISPUTES AND JURISDICTION OF VADODARA COURTS:** - This agreement and the POs issued under this agreement shall be subject to exclusive jurisdiction of courts situated within the limits of Vadodara. Neither the Vendor nor ZSIL shall take or adopt any legal proceedings to enforce any claim against the other relating to this order to arising there from in any Court other than the Court of Competent jurisdiction located within the limits of Vadodara
15. **ARBITRATION:** - All disputes between the Vendor and ZSIL, either under or in relation to these general conditions of purchase or any PO in particular shall be referred for arbitration in accordance with provisions of Arbitration and Conciliation Act, 1996, by reference to sole Arbitrator, who shall be appointed by ZSIL. The vendor shall concur in the appointment of Arbitrator made by ZSIL and vendor shall have no right to dispute such appointment. The venue of arbitration shall be Vadodara.
16. **Pricing Types :** The Prices shall remain FIRM till the execution of the order and shall not be subject to any escalation whatsoever. Invoices have to be accompanied with signed acceptance of the material by our site supervisor.
17. **Specifications:** - All specifications, documents and Prototype articles delivered by Buyer to Seller are the property of Buyer. They are delivered solely for the purpose of Seller's performance of this order and on the express conditions that neither they nor the information contained therein shall be disclosed to others nor used for any purpose other than in connection with this order without the prior written consent of Buyer. Such Specifications, documents and articles shall be returned to Buyer promptly upon Buyer's request. Such request may be made at any time during or after completion of seller's performance.
18. **Inspection:** - All products shall be subject to inspection and testing by Buyer prior to acceptance and payment of the Purchase Price therefore. Any product requiring installation shall not be deemed finally accepted until Buyer establishes that such product conforms to the Performance warranty through installation, inspection, or use thereof. The performance Warranty on each Product shall survive any testing, inspection, delivery, payment, and acceptance of any product By Buyer.

A handwritten signature in black ink, appearing to read 'Shubh', is written over a horizontal line. The signature is stylized and cursive.

ZEPPELIN®

Zeppelin Systems India Pvt.Ltd
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Page 1 of 5

PURCHASE ORDER

TO, M/S. KAIWAN ENGINEERS 204, Madhav, R C Dutt Road, Vadodara - 390007, India. Tel : 0265 - 2324634 (M : 9909915275)	REF	REF : QTN DT 08.01.2013
	PO NO	: PO - ZPC - 2103 - 082
	PO DATE	: 29.01.2013
	PROJECT NO	: ZPC-2103

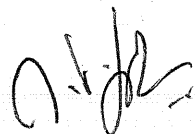
CLIENT NAME : ENGINEERS INDIA LIMITED
PROJECT NAME : PNEUMATIC CONVEYING SYSTEMS

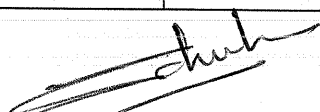
This Purchase Order is issued for supply to be carried out as per standard/specific conditions of contract and other annexure, which are attached herewith, and shall form part thereof.

Item No	Description	Unit Rate in Rs.	Qty	UOM	Amount in Rs	Remarks
01	BASIC COST OF PIPE FITTINGS AS PER ANNEXURE - 1 AND INQUIRY SPECIFICATION	89,700.00	01	PACKAGE	89,700.00	
02	PACKING & FORWARDING CHARGES				1,794.00	
03	SUBTOTAL				91,494.00	
04	VAT @ 5%				4,574.70	
05	NET PAYABLE				96,068.70	
In Words Ninty Six Thousand And Sixty Eight Rupees And Seventy Paise Only.						

C EXCISE REGISTRATION NO. : AAACP0484CEM001
EXCISE RANGE : HALOL -V
DIVISION : HALOL
COMMISSIONRATE : VADODARA - II
PAN NO. : AAACP0484C
CST TIN NO. : 24690305354 dated 26.02.2010
VAT TIN NO. : 24190305354 dated 26.02.2010
SERVICE TAX NO. : AAACP0484CST001

For Zeppelin Systems India Pvt limited


Authorised Signatory



ANNEXURE - I**1. SCOPE OF SUPPLY**

Scope of Supply will be as per Purchase Order Only

SR NO	DESCRIPTION	PIPE CLASS	SIZE		SCH	MATERIAL SPEC.	DIMENTION	UNIT RATE IN RS.	QTY	UOM	AMOUNT IN RS
01	ELBOW	A1 K	25	90	NA	SW 3000# ASTM A 182 GR F 304	B16.11	286.00	2.00	NOS	572.00
02	ELBOW	A91 A	20	90	NA	SW 3000# ASTM A 105	B16.11	91.00	2.00	NOS	182.00
03	ELBOW	A91 A	25	90	NA	SW 3000# ASTM A 105	B16.11	104.00	30.00	NOS	3120.00
04	ELBOW	A91 A	40	90	NA	SW 3000# ASTM A 105	B16.11	241.00	23.00	NOS	5543.00
05	ELBOW	A1 K	50	45	40S	ASTM A403 GR WP 304-S	B16.9	858.00	1.00	NOS	858.00
06	ELBOW	A91 A	50	90	STD	ASTM A234 GR WPB	B16.9	91.00	2.00	NOS	182.00
07	ELBOW	A91 A	80	90	STD	ASTM A234 GR WPB	B16.9	254.00	7.00	NOS	1778.00
08	ELBOW	A91 A	100	45	STD	ASTM A234 GR WPB	B16.9	286.00	4.00	NOS	1144.00
09	ELBOW	A91 A	100	90	STD	ASTM A234 GR WPB ASTM A403 GR WP 304-S	B16.9	436.00	11.00	NOS	4796.00
10	ELBOW	S07AA1G_R1	100	60	10S	304-S	B16.9	1950.00	7.00	NOS	13650.00
11	ELBOW	A1A	20	90	160	SW 6000# ASTM A 105	B16.11	104.00	29.00	NOS	3016.00
12	ELBOW	A91 A	80	45	STD	ASTM A234 GR WPB	B16.9	189.00	1.00	NOS	189.00
13	ELBOW	A91 A	250	45	40	ASTM A234 GR WPB	B16.9	2243.00	8.00	NOS	17944.00
14	ELBOW	A91 A	250	90	40	ASTM A234 GR WPB	B16.9	4030.00	8.00	NOS	32240.00
15	HCOUPLING	S07AA1G_R1	20		NA	SW 3000# ASTM A 182 GR F 304	B16.11	130.00	23.00	NOS	2990.00
16	TEE	A91 A	100	100	STD	ASTM A 234 GR WPB BW	B16.9	748.00	2	NOS	1496.00
Subtotal 1											89700.00

2. SCHEDULE

- 1) Date for Readiness for Inspection : 18.02.2013
2) Date for Readiness for Delivery : 20.02.2013

Delivery date means FOT, BARODA (At Manufacturing Works) Duly Packed and Tested.

A) Material has to be Delivered as per Delivery Schedule only

Above Delivery Schedule must be Adhered to the same shall not be changed without our consent.

3. LATE DELIVERY CLAUSE

If Material does not reach us as per delivey schedule mentioned in purchase order then 5% of basic cost as Penalty will be deducted from the Amount Payable


4. ACCEPTANCE OF ORDER

a) Please send a copy of Purchase order Duly Stamped and Signed by your Authorised person on Acceptance of all terms and Conditions within 7 Working Days from the date of Purchase order otherwise it is considered as accepted.

5. QUALITY

M/s. Kaivan Engineers Will Submit QAP as well as Delivery Schedule along with Order acceptance.

then M/s Zeppelin Systems india Pvt. Ltd, reserves right to depute inpector or offload the inspection activity to Third party inspection agency. However Charges for the same will be borned by ZSI only.



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Vadodara**PURCHASE ORDER**

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ANNEXURE - III**1. TERMS OF PAYMENT****Detail Payment Terms are as follows**

A). 100% Payment within 30 Days from the Date of Submission of Invoice duly signed & stamped.

DOCUMENTS REQUIREMENT IF PAYMENT WILL BE THROUGH LETTER OF CREDIT**A). Final Payment**: 1). Commercial Invoice duly signed by Authorised Person
2). Delivery challan Duly Signed by Authorised Person
3). IRN Duly Certified.**2. NAME AND CONTACT DETAIL OF REPRESENTATIVE**

: Mr. Atit Christian (M : 9909915275)

3. INCO TERMS

: FOT, BARODA

4. SCOPE OF FREIGHT

: Exclusive, However Vendor has to submit quote for for Transportation from chennai to Delivery Location sep if we find Suitable to us then we will place Order for Transportation for the same separately.

5. TRANSIT INSURANCE

: To Our Scope

6. PACKING INSTRUCTION: All Equipments and Material shall be suitably Packed in Weatherproof Packing with Wooden Crate for Appropriate Transport in India. The Packing Shall be Strong and Efficient Enough to ensure safe preservation upto the final point of Destination.
Packing should be such that I can withstand one Rainy Season before Commissioning.**7. LOADING AND HANDLING AT VENDOR LOCATION**

: Inclusive

8. UNLOADING AT SITE

: To Our Scope

9. COMMISSIONING CHARGES

: Exclusive

10. GUARANTEE

: Material should free from any manufacturing defects if found any Problem then M/s. Kaivan Engineers will change them without additional cost to us within minimum possible time.

11. WARRANTY

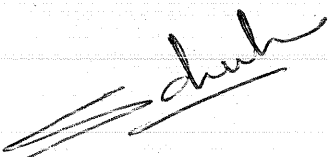
: Warranty of supplied Goods will be 12 months from Date of Commissioning and 18 Months From the Date of Supply Whichever is Earlier.

12. DOCUMENTATION

: All Material has to sent with all relevant Documents.

13. INSPECTION CALL

: M/s. Kaivan Engineers has to raise inspection call before 15 Working Days from the date of readiness of equipments.



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14. IMPORTANT

: M/s. Kaivan Engineers has to submit us the Draft of invoice before dispatch of material to site and has to accommodate changes without addition to cost to us.

15. RELEASE OF PAYMENT

: Detail Payment is applicable for Batches only.

16. RESPONSE TIME

: M/s. Kaivan Engineers has to appoint concern Person at Site within 03 working days After Receiving our Call with Necessary equipments for Repairing or Replacing Faulty instruments if any.

17. PLACE OF DELIVERY

: M/s Zeppelin Systems India Pvt. Ltd.
Survey no. 200 & 201, 3D, Paint shop,
Village : Chandrapura, Halol,
Dist. Panchmahal, Gujarat.

However Supplier has to reconfirm in writing from our end for these details before physical movement of goods

18. TEST CERTIFICATES

: M/s. Kaivan Engineers has to Submit Test Certificates of Material which are to be supplied along with Lot of Material.

19. METHODOLOGY OF PREPARATION OF EXCISE INVOICE

: During Preparation of Excise Invoice please focus on Following Terms

Name of Buyer :

Zeppelin Systems India Private Limited
Level 4, ADM Building, Alembic Campus
Alembic Road , Vadodara - 390003
Gujarat, India

However Supplier has to reconfirm in writing from our end for these details before physical movement of goods

20. ALTERATION OF DESIGN

: Supplier has to fabricate as per Design Provided by us Duly Checked and Authorised By us. For Any Changes or For new innovation supplier has to take Prior Permission from us in written.



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21. PAYMENT

: All payments will be released Within 10 Days From the Date of Receipt of Acceptable Invoices After Deduction of Applicable TDS.

22. PAYMENT

: All Payments Will be Settled Settled Down upon Presentation of a Verifiable Invoice in the Amount of Value of the supplies and Services which are proven to have been carried out in accordance with the contract inclusive of the respective taxes and duties which must be shown explicitly. All payments are Payable within 10 Days from the Receipt of invoice and receipt of complete Documents.

23. IMPORTANT INSTRUCTION FOR INVOICING

: In Preparing the Invoice Seller shall adhere to the following Instructions :

- A). The Invoice Shall be raised in the Name of Consignee
- B). The Description of Goods, Quantity unit and Value Indicated your invoice should STRICTLY match with relevant details as indicated in Purchase Order.
- C). The invoice Shall bear your Invoice Number date and number of this Purchase Order
- D). In the event of non-compliance of above requirements you will be fully responsible to indemnify the Co sequential expenses / loss may be incurred by us our client for clearance of shipment at destination.

24. INSPECTION AND TESTING

: The goods shall be thoroughly inspected and tested by ZSI or ZSI Nominated Inspector, Who will have full Powers to reject any or all materials which do not Confirmed to the specification of order and their decision on every question of intent and meaning of of specification shall be final and conclusive. The Certificates issued by ZSI or ZSI Nominated Inspector to this effect should be part of Shipping Documents indicates the tests conducted with the results thereof as required under the relevant specifications.

25. PAYMENT CERTIFICATE

: The seller shall furnish a separate certificate as part of the shipping documents certifying the amount received.

26. WEIGHTS AND MEASUREMENTS

: The shipping Documents, Invoices, Packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Purchase's Purchase Order.

27. ACCEPTANCE OF ORDER

: Kindly Send a copy of Purchase Order Duly Stamped and Signed by your Authorised Person on Acceptance of all terms and Conditions within 07 Working Days from the Date of Purchase Order otherwise it is Considered as accepted.

28. ATTACHEMENTS

1). General Terms and Conditions

: Annexure - 1



GENERAL TERMS AND CONDITIONS

1. Any special condition mentioned in the Purchase Order (PO) shall be read in conjunction with these General Conditions of Purchase and variance with any provisions of the terms of PO shall be deemed to override the provisions of these general conditions and shall to the extent of such repugnancy, or variance, terms of PO shall prevail.
2. The Vendor shall acknowledge the receipt of the PO within seven days following mailing of the order and shall thereby confirm his acceptance of the PO in its entirety without exception. If the Vendor fails to acknowledge, he shall be deemed to have accepted the PO, unequivocally.
3. Subject to Clause 1 above, the terms and conditions of POs constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by the authorized representatives of Zeppelin Systems India Pvt Ltd (ZSIL) and the Vendor
4. **DELIVERY TERMS:**
 - a. **Delivery Date:** - Time of delivery as mentioned in the PO, shall be the essence of the PO and no variation shall be permitted, except with prior authorization in writing from ZSIL.
 - b. **Place of Delivery:** - The goods shall be delivered / dispatched strictly as per the instructions in the PO. All materials to be delivered at the designated delivery place as per the time stipulated by the receiving stores.
 - c. **Delayed Delivery:-** The time and date of delivery as stipulated in the order shall be deemed to be the essence of the PO. In case of delay in execution of the order beyond the date of delivery as stipulated in the order or any extension sanctioned, ZSIL shall at his option either:
 - i) Accept delayed deliveries at price reduced by a sum / percentage mentioned in the PO for every week of delay or part thereof.
 - ii) Cancel the order in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of the Vendor without prejudice to his rights under (i) above in respect of Goods delivered.
 - d. **Delays due to force majeure:-** In the event of causes of force majeure occurring within the agreed delivery terms, the delivery date can be extended by ZSIL on receipt of application from the vendor on such Terms and Conditions as may be decided by ZSIL. Only those causes which depend on natural calamities, Civil Wars and national strikes which have a duration of more than seven consecutive calendar days are considered force majeure . The vendor must advise ZSIL by a registered letter duly certified by the local Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause/s of delay immediately, but in no case later than 4 days from the beginning and the end of each cause of force majeure as defined above.
 - e. The goods shall correspond with the description or the samples or the original specification thereof, as the case may be, in full detail and must be delivered and dispatched within the stipulated time, otherwise, the same shall be liable to be rejected and the Vendor shall be deemed to have wrongfully neglected to deliver the Goods according to the PO. ZSIL shall in that event, at discretion, be entitled to either purchase such goods from other sources on Vendor's account in which case the Vendor shall be liable to pay to ZSIL any difference between the price at which such Goods have been purchased and the price calculated at the rate set out in corresponding related purchase order or to hold the Vendor liable to pay ZSIL damages for non-delivery of Goods for such wrongful negligence.
 - f. **Packing:** - Goods supplied against orders must be suitably and properly packed, (conforming to special conditions stipulated by ZSIL, if any) for safe and / or undamaged transport by road or rail.

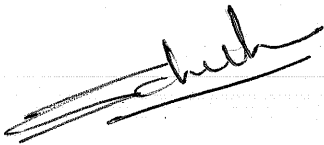


5. **EXAMINATION OF GOODS:-** Irrespective of fact that the Goods have been delivered or / are dispatched as per ZSIL's instructions, the Goods shall always be supplied, subject to detailed inspection upon receipt, at ZSIL's Works or such other destination as specified in the PO for ascertaining whether the Goods are in conformity with the PO or not and until then in no event ZSIL shall be deemed to have accepted such Goods and upon any rejection of Goods in question, the Vendor shall be deemed to have failed to deliver the concerned Goods in accordance with the PO
6. **REJECTION / REMOVAL OF REJECTED GOODS AND REPLACEMENT:** - ZSIL shall have a right to inspect the Goods during any stage of manufacture, irrespective of whether the Goods have been inspected by ZSIL before the dispatch, ZSIL shall have a right to reject the goods within 15 days from the date of receipt of Goods by ZSIL if the Goods do not conform to the PO specification. Within 15 days from the receipt of the intimation from ZSIL of rejection of the Goods, the vendor shall remove at his own cost the rejected Goods from the place indicated by ZSIL. ZSIL shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected Goods whatsoever and such Goods shall be at the Vendor's risk entirely, the Vendor shall pay to the ZSIL reasonable storage charges for storing such rejected Goods for a period exceeding 15 days as aforesaid.
7. **BILL & INVOICES:** - Invoice is preferred (in triplicate). Challan / Invoice should carry following information (1) Sales Tax No., (2) PO No. & Date, (3) Line Item No. as per our PO, (4) Quantity, (5) Rate, (6) Excise Duty (if applicable) to be calculated and rounded off at each line item, (7) Date of mfg / date of shelf life items, (8) Indication of applicability of 57-F(4) Transaction, (9) Indicate return of ZSIL's material – non invoiceable – goods / defective / rejection. While receiving the goods, we will retain first two copies and third copy will be endorsed and returned. In case challan and invoice are different, then invoice be submitted to the concerned Accounts Department for invoice verification.
8. **WARRANTY:** - The vendor warrants that all materials and or workmanship shall be of the first class quality and the material supplied under POs shall be suitable for the purpose for which the same is to be used. The vendor shall guarantee that the material shall be in strict compliance with the specifications and requirements agreed upon and further agrees that all materials / goods shall be repaired or replaced as the case may be at his expenses, in case the same have been found to be defective in respect of materials, workmanship, design or process of manufacturing, within a period of twelve months after the same have been put in use or 18 months from the date of acceptance of the Goods by ZSIL whichever is earlier. If any warranty period described in Purchase Order specifically then please read it applicable other than this standard term.
9. **RIGHT OF ZSIL TO SET OFF:** - ZSIL shall be entitled to recover from the Vendor any sum/s due to the ZSIL on account of any damage/s or otherwise whether in respect of supplies under any of the POs, by deduction of sums from the amount due by them to the Vendor in respect of supplies made under any earlier or subsequent PO.
10. **CANCELLATION :-** ZSIL reserves the right to cancel the PO or any part thereof and shall be entitled to rescind the PO entirely or in part in a written notice to the Vendor if, (i) the Vendor fails to supply in accordance with the terms of the PO, (ii) the Vendor goes bankrupt or goes into liquidation, (iii) the Vendor fails to deliver the Goods on time and / or replace the rejected Goods promptly, (iv) the Vendor makes general assignment for the benefit for the creditors, (v) Receiver is appointed in respect of property of the Vendor, ZSIL shall also be entitled to cancel this order without assigning any reasons/s or becoming in any way liable in such cancellation, provided that in such event ZSIL shall accept the Goods already manufactured in accordance with this order and pay for the same.
11. **NON-WAIVER :-** Failure of ZSIL to insist upon any of the terms of conditions incorporated in the PO or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment, of any Goods hereunder or approval of design shall not release the Vendor and shall not be deemed to waiver of any right of ZSIL to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such Goods regardless of when Goods are dispatched, received or accepted.
12. **DESIGN & DRAWINGS:** - The goods shall be manufactured by the Vendor to ZSIL's design, drawings and specifications (hereinafter collectively referred to as "specifications"). The specifications



furnished to the Vendor are ZSIL's exclusive property and for ZSIL's exclusive use. The vendor agrees that he shall have no right to dispute the ownership of ZSIL on the specifications. It shall be obligatory on the part of the Vendor not to divulge or cause to divulge the process details or manufacture or caused to be manufactured or enter into any direct or indirect sale of Goods, manufactured on the basis of the Specifications, to any third party nor solicit or entertain any enquiries for these goods, at any time hereunder. Any enquiries received by the Vendor for the Goods / parts of Goods, howsoever should be forwarded to ZSIL forthwith. Vendor's failure to carry out the obligations herein shall mean breach of PO which shall entitle us for injunctive relief and also to claim damages for such breach

13. **NO ASSIGNMENT:** - Purchase Orders shall not be assigned to any other party by the vendor without obtaining prior written consent of ZSIL.
14. **DISPUTES AND JURISDICTION OF VADODARA COURTS:** - This agreement and the POs issued under this agreement shall be subject to exclusive jurisdiction of courts situated within the limits of Vadodara. Neither the Vendor nor ZSIL shall take or adopt any legal proceedings to enforce any claim against the other relating to this order to arising there from in any Court other than the Court of Competent jurisdiction located within the limits of Vadodara
15. **ARBITRATION:** - All disputes between the Vendor and ZSIL, either under or in relation to these general conditions of purchase or any PO in particular shall be referred for arbitration in accordance with provisions of Arbitration and Conciliation Act, 1996, by reference to sole Arbitrator, who shall be appointed by ZSIL. The vendor shall concur in the appointment of Arbitrator made by ZSIL and vendor shall have no right to dispute such appointment. The venue of arbitration shall be Vadodara.
16. **Pricing Types :** The Prices shall remain FIRM till the execution of the order and shall not be subject to any escalation whatsoever. Invoices have to be accompanied with signed acceptance of the material by our site supervisor.
17. **Specifications:** - All specifications, documents and Prototype articles delivered by Buyer to Seller are the property of Buyer. They are delivered solely for the purpose of Seller's performance of this order and on the express conditions that neither they nor the information contained therein shall be disclosed to others nor used for any purpose other than in connection with this order without the prior written consent of Buyer. Such Specifications, documents and articles shall be returned to Buyer promptly upon Buyer's request. Such request may be made at any time during or after completion of seller's performance.
18. **Inspection:** - All products shall be subject to inspection and testing by Buyer prior to acceptance and payment of the Purchase Price therefore. Any product requiring installation shall not be deemed finally accepted until Buyer establishes that such product conforms to the Performance warranty through installation, inspection, or use thereof. The performance Warranty on each Product shall survive any testing, inspection, delivery, payment, and acceptance of any product By Buyer.

A handwritten signature in black ink, appearing to be 'Shubh', is written over a horizontal line. The signature is stylized and includes a long horizontal stroke extending to the left.