

General Terms & Conditions

General Terms and Conditions, shall apply to all Purchase Orders/service orders/work orders (hereinafter cumulatively referred as Purchase Order) issued by SKH Group entities and shall be binding upon the Supplier as if they form an integral part of such Purchase Orders/Service Orders/Work Orders etc.

1	Scope	i)	The Purchase Order together with these Terms and Conditions shall constitute the valid and binding contract between the SKH and Supplier. Any amendments / modifications /alterations etc. to the Terms and Conditions shall be invalid unless both the SKH and the Supplier/Service Provider/Contractor (hereinafter referred as "Supplier") duly agreed in writing.
		ii)	These General Terms and Conditions for purchase of the goods/materials, availing of services and/or contracting work shall apply exclusively to all goods/materials to be supplied, services to be provided or work to be executed by the Supplier in furtherance to a Purchase Order issued by SKH. The deviation or modifications are subject to mutual agreement in writing.
		iii)	In case a separate agreement is executed between SKH and the Supplier prior to and / or after the issuance of a Purchase Order along with these Terms and Conditions, Terms and Conditions of such separate agreement shall override these Terms and Conditions only to the extent provided under such agreement. However, the rest of these Terms and Conditions shall automatically be deemed to be part of such separate agreement. In the event of there being similar Terms and Conditions under these Terms and Conditions and the separate agreement, the Terms and Conditions, more elaborated and beneficial to SKH shall override the other similar Terms and Conditions.
2	Issuance, Confirmation and Modifications of Purchase Orders/Service Orders/Work Orders	i)	Only purchase orders with Electronic/ Digital signature will be valid and binding. Verbal Instructions and understandings, unless confirmed in writing will not be binding and admissible.
		ii)	In the event the Supplier does not return a copy of approved/signed Purchase Order /confirmation through email, within 7 days, it shall be deemed that the Supplier has accepted the Purchase Order along with the Terms and Conditions contained therein. Notwithstanding anything contained above, SKH shall, however, before the written acceptance (either via email or through regular post) of the Purchase Order or before the expiry of the above stipulated time for deemed acceptance of the Purchase Order, be entitled to cancel a Purchase Order without any liability of any nature or for any kind of consequences arising from such termination or cancellation.
		iii)	SKH shall not be liable or bound to receive supplies of the Goods under a Purchase Order if the Supplier reverts within the above-mentioned period with new Conditions, in addition to and or in deviation to these Terms and Conditions. However, subject to this clause and without prejudice to any of its rights or remedies, if SKH does accept delivery of the Goods or Services, then it should not be understood that SKH has accepted the deviations or modifications suggested by the Supplier. The deviation or modifications are subject to mutual agreement in writing.
		iv)	This PO terms shall commence from the date specified in the Purchase order till any specific delivery date mentioned or if any, further amendment agreed in writing.
		v)	SKH policies/guidelines/documents on Quality, Occupational Health and Safety, ESG (Environmental protection, Social & Governance) responsibility for suppliers, the delivery and packaging specifications shall form an integral part of the PO for supply of goods and services. On acceptance of the PO, Supplier confirms having automatically accepted such policies/guidelines/ Terms and Conditions etc.
		vi)	SKH may without prejudice to any of its rights against the Supplier, may accept the Goods or Services at its sole discretion. In the event it does so, any liability of the Supplier with regard to warranty on quality, health and safety shall be as per these Terms and Conditions and further to the extent as available under law to SKH.
		vii)	SKH reserves the right to cancel pending Purchase Order, to reduce the ordered quantity or vary delivery schedules during the validity of such Purchase Order, for which reasonable notice shall be given upon the happening of any unforeseen event, or anyone or more of the following events viz. intervention or control by Govt. authorities, strikes/stoppage, go slow, discontinuation of Model (EOP), lock out, accident or any other similar causes/disabling circumstances beyond SKH control, attributable to man-made/natural cause or cases arising due to force majeure reasons. Force majeure will not be the reason for late delivery of products or services by the supplier due to internal supplier reasons/concerns. For production Goods, delivery schedule is subjected to various parameters based on SKH/OEM production schedule.
		viii)	In above cases the price of Purchase Order shall be adjusted on pro-rata basis accordingly. Further the supplier shall not be liable for any sort of compensation/loss/damages due to reduction/cancellation in the scope of supply of Goods or Services.
		ix)	In the event of a cancellation made after the confirmation of the Purchase Order by the Supplier, both the parties shall discuss and arrive at a mutually acceptable viable Business Terms.
		x)	The price of each Product shall be separately set out in the Purchase Order. The prices shown in the Purchase Orders shall be conclusive and no extra claims/charges shall be made over by the supplier unless agreed in the writing and are exclusive of all taxes and duties, which shall be shown separately in the Purchase Orders.
		xi)	The Supplier agrees that SKH shall not be liable to pay any additional charges or costs resulting from the upgradation of the Supplier's facilities, shifting manufacturing facilities to another location or the optimization of the Supplier's systems to meet SKH's performance norms.
		xii)	Prices mentioned in Purchase order are the prices at which SKH agreed to purchase the Goods & Services. The agreed prices are valid throughout the period of this order. Please note that no escalation in the agreed price is binding on SKH without specific agreement and acceptance in writing. No Supplies are to be affected at price higher than those given in the order without SKH confirmation in writing. If required, Supplementary Invoices to be issued immediately after necessary discussion and approval with the concerned authorities.
		xiii)	In case there is a cost escalation due to modification of a Purchase Order only in case of additional scope of work or requirements by SKH, the rates for such escalation/requirements shall be at the same rates as enumerated under the original Purchase Order. An amendment to the Purchase Order shall be issued by SKH to the said effect.
		i)	The Supplier agrees to SKH's philosophy of Customer Delight by providing defect free product to the ultimate customer and achieve production efficiency by assembling defect free parts.
		ii)	Goods supplied against the order must in all respect confirm to the description given in the order and drawing/samples approved and or provided. Goods supplied against the order shall be perfect in material and workmanship and fully adaptable for the use intended.The Supplier must submit an Inspection Report (in the suggested format) for all the consignment supplied to SKH.
		iii)	First Production parts (FPP): First product parts tag shall be attached to the product parts. The first production lot supplied by the supplier after sample approved or supplies, after change in machine/equipment, mold/Die/processing/jig etc. is termed as FPP. SKH has discretion to evaluate the parts as a sample, (FPP) or regular supply for Production Parts.
		iv)	Any 4M change request by supplier/sub-supplier shall be informed to SKH and to be implemented only after written approval by SKH.
		v)	Supplier shall maintain the process control and inspection record as mentioned in approved process control standard.
		vi)	Material on arrival at SKH factory would be inspected by SKH inspection dept. and the provision in the matter shall be considered final. SKH reserve the right to check/inspect/audit raw material in process. Inspection and final testing of the product being done by supplier at supplier's works. In view of the self-certification scheme for quality being practiced by SKH (for many parts) supplier are requested to ensure 100% quality check at its works to eliminate quality rejection at SKH end.
		vii)	The Supplier shall, in accordance with the above technical information, provide, maintain and enforce all necessary measures to secure the quality of Products and the manufacturing process thereof, such as quality control standards, inspection standards and specifications. At the request of SKH, the Supplier shall, at Supplier's own expense, make available to SKH full details of such measures including the data, records and results of enforcement thereof.
		viii)	The Supplier shall allow the authorized representative of SKH, to inspect the facility, plant, machinery, building, warehouses, depots, raw material, semi-finished products and finished products, to ensure that the Supplier has taken all due care to manufacture/sell traded, Products/Parts of necessary quality. Notwithstanding any advance payment made or any prior inspection done by SKH/third party, SKH may revoke acceptance, reject or require correction and return the components to the Supplier (at the Supplier's expense and risk of loss) any parts delivered, or services rendered that do not conform to applicable requirements not limited to the quality standards. Without limited to its remedies, after notice to the Supplier, SKH may replace or correct any non-conformity at the cost of the supplier and SKH reserves its unconditional right to terminate this Purchase Order.

3	Quality	<p>ix) Any changes in the Supplier's production process, dies, moulds, materials, design, sub-Suppliers or localization of Parts or any other matters which may affect the quality of the Goods and Services shall be informed to SKH. These changes shall not be implemented without prior approval of SKH. SKH shall evaluate these Parts at its discretion as per the prescribed procedures. If Supplier does any changes (RM Source/BOC Source/Process/VA-VE/Job Work Source etc.) without SKH written approval, it will be considered as breach of PO terms and conditions and will be penalised accordingly.</p> <p>x) The Supplier shall maintain the complete records of entire production and quality control activities, including exact extent of in-house rejections and show or send details to SKH as and when required by the SKH for back tracking of the product failure.</p> <p>xi) The Supplier shall immediately take countermeasures whenever a quality problem is reported and shall inform SKH at the earliest.</p> <p>xii) The Rejected material shall be shifted to the rejection store at SKH. Such rejected material shall be dispatched back to the Supplier on freight to pay basis unless the Supplier expresses his desire in writing to collect all its rejection from SKH rejection stores by supplier's authorized agent. In such cases, if the rejected material is not collected by the supplier within 4 days, the same shall be dispatched to the supplier at supplier's cost. All handling and replacing charges for rejected material shall be debited to supplier's account. It shall be supplier's responsibility to make payment for the freight charges and demurrages, if any to the transporter. So long as the rejected material lie at SKH for any reason it shall be entirely at supplier's risk and responsibility. Advance Payment (if any) for the Goods under the Purchase Orders shall not constitute SKH's acceptance thereof nor shall SKH's acceptance revokes the Supplier's responsibility for any defect in the Goods.</p> <p>xiii) The Supplier shall ensure that defective/ deficient components will not be re-supplied to SKH.</p> <p>xiv) SKH reserves the right to audit, inspect, and make copies or extracts of Supplier's records and processes associated with Supplier's performance under this PO. Any audit or inspection will occur during Supplier's normal business hours.</p> <p>xv) Any Part/Assembly rejection/Line loss/ rework cost/Segregation Cost/Customer debit due to quality concern in the goods supplied by the Supplier will be debited to supplier's account. Actual cost of expenses incurred by SKH or the debit note generated by customer to SKH will be 100% debited to suppliers account.</p> <p>xvi) In the event of rejection of any products by SKH due to quality deficiencies, the Supplier shall not sell, pass on or in any way dispose of such rejected products to the general customers, competitors of SKH or to any third party and shall scrap such rejected products, if rework in respect of the same is not possible. SKH shall also be entitled and is hereby empowered to scrap the rejected products by itself with due intimation of the same to the Supplier, if in the judgment of SKH rework is not possible in respect of the same. The Supplier shall not have any objection or claim over SKH in such incidents.</p>
4	Delivery, Acceptance and Rejection of Supplies	<p>i) Deliveries of Goods by the Supplier deviating from SKH's Purchase Order Conditions are only admissible if prior written approval is received from SKH. Acceptance of such Goods by SKH in deviation shall not imply the waiver of right of SKH with regard to any claims against the Supplier for breach.</p> <p>ii) Deliveries shall be of the specifications, make and quality requested by SKH under the Purchase Order, namely with regard to the Goods which are traded or marketed by the Supplier.</p> <p>iii) Goods must be supplied / dispatched within the time and in the manner specified in the Purchase Order. The time and date of delivery stipulated in a Purchase Order shall be deemed to be of essence of the contract and delivery shall be completed no later than the date specified therein unless otherwise agreed by SKH in writing.</p> <p>iv) Since the time is the essence of the contract, any dispute or difference by Supplier shall not in any manner, entitle the Supplier to interrupt, suspend or completely stop supplies during such period. If the Supplier fails to deliver the Goods within the period prescribed for such delivery after acceptance of the Purchase Order, SKH shall be entitled to purchase such supplies from third parties at the cost and consequences of the Supplier and Supplier shall be liable for cost and losses arising therefrom.</p> <p>v) If the Supplier is required to set-up or install any Goods Machinery as required under the PO, such set up and installation shall be made at no additional costs to SKH (including costs of travel, transportation of personnel, allowances etc.) and it is agreed that such costs are inbuilt in the value of Purchase Order, unless agreed in writing to the contrary under the Purchase Order or under a separate agreement.</p> <p>vi) If the Supplier anticipates difficulties with respect to the delivery period or similar circumstances that could interfere with Supplier's ability to deliver punctually or to deliver the Goods as per agreed quality, the Supplier must immediately notify the same to SKH. The acceptance of a delayed delivery or extension of completion time for Supply/Service does not constitute a waiver of claims to damages or penalties which SKH is entitled due to the delayed delivery of Goods or Services provided. Partial deliveries are inadmissible unless agreed in writing by SKH.</p> <p>vii) All goods receipts must be made in the name of SKH and not in the Supplier's name. The following document must be given along with the consignment and presented at SKH gate & material receipt section: (a) Invoice/Delivery challan (Should contain Part Number , HSN Code and Purchase Order Numbers) (b) PDIR/Inspection/Packaging report (c) E-way Bill (d) Lorry Receipt (Bilty) These documents are required to be presented to the check post / and Govt. Authorities as and when needed and should be handed over to SKH while delivering the goods. Dispatches by road should be through SKH approved carriers (wherever applicable), Deviation, if any, have to be specifically confirmed by SKH.</p> <p>viii) The acceptance of Goods is subject to inspection or clearance by SKH upon arrival at the delivery destination provided under a Purchase Order. This shall, however, only be a preliminary acceptance based on initial verification of Goods for visible damage during delivery and shall not include checks on workability of the Goods for its intended use. If any defects are found during any stage of manufacture or use, SKH shall have the right to reject such Goods anytime, at the sole cost of the Supplier and the Supplier shall be bound by the warranty/guarantee Terms for such Goods, in addition to replacements for the same immediately.</p> <p>ix) Delivery against Schedule Agreement (BOM): If at SKH Stores, it is determined that there is a shortfall in quantity of any Goods received, it shall be communicated to I to the Supplier. If quantity discrepancy repeats, it needs to be treated as under: 1. Once in Financial Quarter: Short receiving as per actual quantities in SKH Stores followed up by information to supplier. 2. Twice in Financial Quarter: Short Receiving in SKH Stores as per actual quantities and Supplier to take Corrective and Preventive action against short receiving. 3. Thrice in Financial Quarter: Deduction of twice the value of short material not received against invoice. 4. More than 3 times in a Financial Quarter: Deduction of twice the value of short material not received against invoice and zero score in delivery performance in respective month's vendor rating. Delivery against Purchase Order (Non-BOM): If at SKH Stores, it is determined that there is a shortfall in quantity of any Goods received, it shall be communicated to the Supplier and the Supplier shall, at its own cost, supply and transport the supplemental Goods to such destination and at such time as designated by SKH. In case of failure in supplying supplemental material, SKH may, without affecting any other right or remedy available to it, obtain substitute Goods from a third-party supplier and SKH will deduct costs incurred by them in doing so from Suppliers account.</p> <p>x) Unless otherwise agreed between the Parties in writing through a separate agreement, replacement of the Goods, as and when requested by SKH by issuance of notice, shall be made by the Supplier within a time period agreed by SKH. If, however, the Supplier is unable to replace, SKH shall have the right to procure the same from a third party and recover all additional costs and damages from the Supplier.</p> <p>xi) Supplier is obliged to supply complete Goods containing all parts necessary for contractual use and in compliance with the agreed parameters, even if the parts necessary for this are/may not specified in full in the text of the Purchase Order. Additional expenditure necessary for preliminary acceptance, trial operation and/or evidence of the agreed parameters shall be borne by Supplier</p>

		xii)	Unless otherwise agreed by the Parties in writing, the Supplier bears all risks of loss or of damage to the Goods until the Goods are received by SKH at the location to which they are to be delivered and further subject to the conditions enumerated under these Terms and Conditions. Goods which are supplied to SKH but are not functional until installation and commissioning is completed shall remain at the risk of the Supplier within the premises of SKH or such other place as notified by the SKH. Without being liable for any kind of compensation, SKH shall ensure safety of such Goods to the best of its ability. The risk shall pass on to SKH only after the same has been commissioned and certified by SKH as completed. Till then the risk of loss or damage remains with the Supplier.
		xiii)	All installation, commissioning and completion certificate for the Goods and related Services shall be as per the Conditions enumerated under a Purchase Order and or as mutually agreed between the Parties in writing under any separate document, which could also include emails. If they are not separately agreed, then it shall be as per these Terms and Conditions.
		xiv)	The approval of designs, wherever applicable, shall be done by the Supplier with SKH before initiation of manufacturing process of the supplies.
		xv)	All details regarding the use of materials, services, specifications etc. must be finalized along with the approval of designs.
		xvi)	SKH shall do Preliminary inspection of supplies at the Supplier's place before dispatch, if required. The requirements as per the parameters of Purchase Order, in particular the quality and performance data, must be proven during preliminary inspection.
		xvii)	Defective Goods shall not be repaired but replaced with new Goods in the event of supply of defective Goods.
		xviii)	In case of repeated performance failure of Goods supplied on more than 2 occasions, then SKH shall have the right to purchase the same from a third party at the costs and consequences of the Supplier.
		xix)	The Supplier shall maintain ready supplies of spare parts of all Goods especially during the warranty period of the Goods supplied in order to ensure uninterrupted services as and when requested by SKH
		xx)	Unless otherwise agreed under a Purchase Order or under any kind of written document, the transit insurance of the Goods to the place of desired supply mentioned by SKH shall be the responsibility of the Supplier.
		xxi)	PATTERNS / TOOLS / DIES: It is mutually agreed that patterns, tools or dies or any equipment supplied or paid by SKH for the manufacture of any parts for SKH, are property of SKH and are to be used for sole use only for the manufacture of any parts for SKH and are to be returned at any time on demand. Also, the Tooling maintenance status to be shared on Half yearly basis with SKH, along with declaration of Tooling lying at Supplier's end.
		xxii)	Driver entering company premises must have valid license copy, PUC certificate & other safety related compliance to be adhered.
		xxiii)	Supplied Material must have test certificate & MSDS (Material safety data sheet).
		xxiv)	Supplier's declaration regarding 'Plant free from Strictly prohibited substance (SOC) like Cd, Pb, Hg, Cr6+ & Asbestos etc.' needs to be submitted on annual basis. If any Product, or component thereof, contains minerals which is anyway related to the conflict Mineral Legislation ("Conflict Minerals"), then supplier shall immediately notify SKH in writing of such Conflict Minerals usage and provide all information necessary to comply with the requirements of the relevant national/international regulations in force concerning Conflict Minerals. In any case, Supplier shall be required to send to SKH a report, on an annual basis, specifying the usage of Conflict Mineral. In the absence of receipt of annual report, SKH shall have the right to exclude Supplier from the list of eligible suppliers.
		xxv)	Material must be dispatched only in Approved Packaging standards by SKH.
		xxvi)	Any material delay/line stoppage will be 100% debited to Supplier's account based on SKH actual manpower cost or the debit note generated by customer to SKH
		xxvii)	Parts, material, assembly & consumable supplies to M/s SKH must be compliance ELV, ROHS, REACH, GADSL regulatory requirements
5	Delivery, Acceptance and Rejection of Services	i)	The Services shall be carried out in the manner enumerated under a work order to the satisfaction of SKH.
		ii)	The Services to be provided shall be completed within the period prescribed and or agreed between the parties in writing either under a work order or under a separate document for each kind of Services.
		iii)	Services provided shall be approved and certified by SKH once the services are performed to the satisfaction of SKH.
		iv)	Without prejudice to the other rights enumerated under this Terms and Conditions, if SKH is not satisfied with the Services provided by the Supplier and the Supplier fails to rectify the Services to the standards expected by SKH within agreed time period from the date of notice by SKH, then SKH shall have the right to hire third party service providers at the cost and consequences of the Supplier.
		v)	No additional payment shall be made for services to be rendered under these Terms and Conditions unless otherwise agreed to in writing by SKH.
		vi)	Irrespective of any Terms and Conditions of the Supplier for carrying out Services for annual maintenance, which is attached to any document provided to SKH, these Terms and Conditions and any other document mutually agreed in writing between the Parties for carrying out such Services shall prevail over the Supplier Terms and Conditions at all times.
		vii)	The Supplier shall, during the period of Services within the premises of SKH, ensure that the Services are provided in the manner expected and ensures that no damage of any kind occurs within the vicinity of the area or to the Goods wherein the Services are provided, . In the event of any damage to the property of SKH by the Supplier and or its employees, the Supplier shall be liable for all damages.
		viii)	While providing the Services, if any property or Goods are damaged by the Supplier for any reason whatsoever, then the Supplier shall replace the same within an agreed time period. If the Supplier breaches this condition, then SKH shall have the liberty to procure the same from a third party or make good such damages and recover all costs and damages from the Supplier.
		ix)	While providing manpower during service at SKH, Supplier shall ensure compliance of all Legal and Statutory requirements.
6	Packing	i)	Goods should be securely packed and protected against loss, damage, handling or corrosion in transit. Packing shall conform to specifications as provided in the PO or as specified by SKH. Any breakage, damage and/or pilferage in transit arising from faulty packing shall be borne by the Supplier. Supplier will mark the parts and make transport thereof through the mode and in accordance with the instructions given by SKH and assure delivery free of damage & deterioration. The mode of packing shall conform to the specification laid down by the carrier. The approximate weight and mode of packing must be indicated on the invoice.
		ii)	Each packed material must be plainly marked with details such as Purchase Order number and address along with position of the Goods and special instructions wherever necessary. Packing note giving reference of order number shall be included securely with the goods in closed envelopes.
		iii)	Packaging for traded Goods which are supplied by the Supplier should be delivered with original packaging from the original manufacturer without any kind of changes by supplier.
		iv)	In case the packaging is opened prior to delivery, the supplies shall be rejected without liability for any kind of compensation. If, however, the supplies are accepted due to oversight, it shall not imply the waiver by SKH of its right to return the Goods and it is the obligation of Supplier to deliver a fresh Goods which is sealed and packed properly without any kind of additional costs and within agreed period from the date of intimation by SKH.
		v)	No extra charges shall be paid for packing, forwarding, carriage or for any other account unless otherwise agreed with SKH in writing.
7	Invoicing	i)	Every delivery of Goods and/ or any Services connected therewith shall be accompanied by an invoice or copy of invoices bearing the same invoice number as well as other relevant details at the time of delivery at respective places of delivery at SKH.
		ii)	Invoices must strictly confirm to the descriptions of Purchase Orders in Terms of rates, quality and quantity of the Goods and Services.
		iii)	Invoices shall also contain/state necessary statutory information / statements / matters as required by law from time to time.
		iv)	The total price for the Products shall include all type of duty and taxes etc, as applicable, unless otherwise specified in the Purchase Order. The Supplier will separately mention on its invoice any duties, and GST or similar taxes, levied on the Products as per the PO terms. The Supplier shall provide required documents and informations which may be required evidencing taxes paid, tax reporting, or recovery of GST. The Supplier will comply with the requirements of Applicable Law.
		v)	If any invoices and/or accompanying documents are found to be incomplete and not in order, SKH shall intimate the same to the Supplier immediately and on resubmission of the fresh invoice and/or the rectified accompanying documents, as the case may be, by the Supplier , SKH shall make payment towards the same along with the next payment as per monthly Statements. However, incompleteness of any invoice will not hold the release of payment for other invoices that are in order and due for payment.

8	Payment Terms	i)	Payment shall be as per the Terms mentioned in the Purchase Order.
		ii)	In case of Advance payment, if any, Supplier shall provide either PDC/Advance Bank Guarantee as agreed in the format as specified by SKH.
		iii)	Payment will be made as stipulated in the Invoice subject to recovery of all pending rejection/rework/debit note.
		iv)	Dispatch document must reach SKH in time to enable SKH to take delivery of the goods or demurrage/detention or the charges likewise, if incurred, shall be debited to supplier's account.
		v)	The Performance Bank Guarantee wherever required as per the Terms of Purchase order/work order shall be issued in the format as specified by SKH.
		vi)	The validity of Bank Guarantee (Advance or Performance) shall be 1 year, period of supply or work plus 3 months or such other higher period as prescribed in Purchase Order with 3 months of claim period after the date of validity. The Bank Guarantee shall be issued from a bank of repute.
		vii)	The undisputed payments shall be made within 45 days of receipt of invoice by SKH unless any other period is agreed between the parties in writing or in Purchase Order.
		viii)	It is agreed between the parties that the payment does not constitute waiver of any of SKH right to reject and claim damages if Goods and Services do not meet the specified requirement of SKH. In such case SKH shall have the right to either set off such claims against payments from current or future Purchase Orders.
		ix)	In the event of breach by the Supplier of any of these SKH Terms and Conditions and or any separate agreement, Purchase Order etc. then SKH shall have the right to withhold all payment payable to the Supplier and in the event of the breach being proved, deduct whatever amounts due to SKH as per the provisions enumerated under these Terms and Conditions from any amounts due to the Supplier from any Purchase Order. Such Purchase Order includes all Purchase Orders issued by SKH to the Supplier which may or may not include the Goods or Services which are under dispute.
		x)	It is agreed between the parties that, in the event, the disputes between SKH and the Supplier are settled and the payments which were being withheld are released to the Supplier, then such released amount shall not attract any kind of interest or penalty.
		xi)	SKH shall not be liable for any delay in the payment caused by any event beyond its reasonable control, including delay in arrival of or errors in the bills, carriage documents or any such prescribed documents.
		xii)	SKH shall not be responsible for delays in the payment of invoice if the invoice is not in accordance with the applicable laws or does not contain any specific details as prescribed by the SKH.
9	Warranty	i)	The supplier warrants that the Goods will comply with all specifications, drawings, descriptions, or samples furnished and/or specified by the SKH and the Goods will be free from defects in material and workmanship. The supplier further warrants that all goods not designed by SKH will be fit for the purpose intended.
		ii)	The supplier understands that the Goods supplied by the supplier shall be used by the SKH for manufacturing of/ assembly in the products to be supplied to SKH's Customer and if there is any rejection by the SKH's Customer due to any default/ defect in the Goods supplied by the supplier, any resulting loss to the SKH, due to such rejection, shall be borne by the supplier and indemnified to the SKH.
		iii)	The warranty term will be co-terminus with the warranty extended to SKH's customers by SKH or three years from the date of supplier's invoice, whichever is longer. The supplier's liability for the breach of the warranties given herein will be determined by SKH's and/or its Customer's analysis of a sample of the Parts or the SKH's products to its Customer comprising Parts therein, against which claims are made with the finding that the Parts are defective.
		iv)	The Supplier shall, in respect of machinery, equipment, tools, chemicals and consumables, instruments, office and factory devices or any other supplies, replace free of cost, if any parts found to be defective in quality, finish, colour, design material and workmanship or in the event of failure or indication of failure within 12 months from the date of receipt, unless specifically agreed to in writing for a period higher than what is enumerated under this condition or normally provided by the original manufacturer of the Goods, whichever is higher.
		v)	If the Goods are not conforming to given specifications and are rejected, they shall be returned to the Supplier by sea/air/freight as the case may be, on freight to pay basis, or on receipt of Supplier's credit note and remittance for the CIF value plus the incidental charges or on receipt of free replacement of goods and acceptance.
		vi)	All after sales services shall be the sole responsibility of the Supplier with regard to all the Goods supplied by the supplier.
		vii)	Services shall be carried out by the Supplier in the manner specified in these Terms and Conditions and or under any warranty process accompanying an Item manufactured by the original manufacturer. It shall be the duty of the Supplier to co-ordinate with the original manufacturer and ensure that SKH gets the benefit of all after sales Services either provided by the original manufacturer as standard warranty and or as available to SKH under law.
10	Purchase of Materials	i)	The supplier shall purchase any Goods or child parts for the Parts being supplied by it to SKH from the suppliers/ sources approved by SKH.
		ii)	The supplier shall make timely payment to the approved suppliers as mentioned in above para as per the agreed Terms between them and SKH shall not be liable for any payment/liability whatsoever irrespective of the fact that such sources/suppliers have been approved by SKH.
		iii)	The supplier shall not, in any case, link the payment to be made by it towards purchase of raw materials from the approved suppliers against any amount receivables from the SKH towards the manufacture of the Parts to be supplied to SKH.
11	Material furnished by SKH (Jobwork / RM Sale)	i)	RAW MATERIALS: Where raw materials are provided by SKH. Proportionate replacement cost of such raw material towards rejections / short supplies will be debited to Supplier's account. The raw material parts will remain SKH property until the value there of debited to Supplier's account has been adjusted in full against the supplies made by supplier to SKH. Supplier shall not hypothecate/pledge the raw materials /parts or create any other charges there on, Supplier shall not use the raw materials /parts for any purpose other than for manufacturing Goods ordered by SKH.
		ii)	In case of order for job work, 2% of invoice value will be deducted and remitted to Government as per clause 194C of income Tax Act at prevailing rates.
		iii)	All SKH's Materials furnished by SKH to the Supplier in connection with these terms and conditions shall at all times remain as the sole and exclusive property of SKH and shall be entrusted to the Supplier only on the condition that SKH's materials shall be maintained by the Supplier at its own expense in very good condition.
		iv)	The Supplier agrees to permit SKH assignee/designees to inspect all SKH materials at any time, with or without prior notice, during normal business hours of the Supplier.
		v)	All SKH's materials not used in the production or inspection of the products shall, as directed, be returned to SKH at the Supplier's risk and expense, and if not accounted for or not so returned, shall be paid for by the Supplier. SKH may at the Supplier's expense, remove all SKH's materials from the supplier's premises at any time for any of the causes or events stated under clauses (Terms & Termination) hereof.
12	Goods & Service Tax and Other Laws	i)	Supplier shall maintain the records, registers, forms, returns and such other documents as statutorily required under Goods and Service Tax Act and such other laws as are applicable, in respect of the Goods manufactured in Supplier's plant and the Supplier is solely and exclusively responsible to maintain such record and deposit such tax with the concerned government authorities within prescribed time period.
		ii)	The SKH shall pay such amounts towards GST as applicable as raised in the invoice by the Supplier, which shall be as per the rate specified under the laws in force during the subsistence of these Terms and Conditions.
		iii)	Price is exclusive of GST applicable on the finished Goods. GST will be paid extra against tax invoice raised as per GST Act & Rules, 2017. The GST rate mentioned in the PO is only indicative and as prevailing on the date of issue of PO. Charging the correct GST against supply of goods and/or services is the sole responsibility of the Suppliers. As and when the GST rates are revised by the Govt., it is responsibility of the Supplier to contact SKH and get the GST rate revised in the PO. However, any increase in the rate of GST beyond the contractual delivery period shall be to Supplier's account, any decrease in the rate of GST shall be passed on to SKH. SKH shall not be held responsible/accountable, in any manner whatsoever, for incorrect levy of GST by Suppliers for supply of goods and/or services to SKH. Supplier has to ensure that the tax charged in respect of such supply has been actually paid to the account of appropriate Government either in cash or through utilization of input tax credit and has furnished the return under Section 34 of GST Act, 2017. If Input tax credit of SKH is disallowed by the concerned authority for the reason attributable to the Supplier, the equivalent amount of GST paid to such supply shall be recovered from the Supplier by SKH. Supplier has to inform HSN / SAC code of supply and GST registration number immediately. Supplier also undertake to indemnify and reimburse any loss due to non-availability of Input tax credit to the Company due to non-compliance at their end.
13	Insurance	i)	Supplier shall draw and maintain transit insurance and Insurance against Fire etc. as required under the laws of Land and ensure delivery of the Products by the Supplier and the passing of the title to the Products to SKH. Supplier shall be responsible for making and realizing the claims, if any, for the loss or damage to the Products.
		ii)	The Supplier shall, at its costs, keep such insurance policies with a reputable insurance company as required under the applicable statutes and/or as agreed to with SKH from time to time, especially the insurance for workmen's compensation, general public liability insurance, public liability insurance, property damage insurance or any other insurance sufficient in amounts and coverage, to cover all risks and claims hereunder.

		iii)	To the extent necessary to safeguard the interest of the SKH, such Insurance Policies will include the name of SKH as an additional Insured and shall, at the request of SKH, promptly provide satisfactory evidence of the nature, scope and amount of insurance obtained. The purchase of such insurance coverage shall not be deemed to satisfy the Supplier's liability hereunder or under any law nor in any way modify the Supplier's obligations towards SKH.
14	General Indemnity and Indemnity Against Defective Parts	i)	If the supplier provides the product details, design, specification, information, ingredients and data for Products to any third Party without written consent of the SKH, the supplier shall defend, indemnify and hold harmless SKH and its Directors, assignees, agents and customers, and users of its Products against all claims, losses, damages, liabilities, costs and expenses arising out of any infringement or alleged infringement of any patent, design, trademark, copyright or other rights of intellectual property, registered or unregistered, vested or alleged to be vested, in any other person resulting from the purchase, use or resale by SKH and its Directors, assignees / designees, agents or customers of Products or Work or any part thereof.
		ii)	The relationship of the supplier with SKH under this Agreement is solely that of an independent contractor. The supplier agrees to defend, indemnify and hold harmless SKH and its Directors, assignees / designees, agents and customers against all claims, demands, losses, liabilities, costs and expenses due to supplier's breach of a representation, warranty or covenant herein, including and without limitation to those for injury, death or damage to any person or property, arising out of the performance, or failure to perform, by the supplier, its subcontractor(s) or supplier(s) or employees, agents or representatives of any of them, under these Terms and Conditions and any Purchase Order or any other agreement in writing between the Parties. The supplier shall further indemnify and hold harmless SKH and its Directors, employees and agents from any third-party claim or Customers claim of any manufacturing defect, death, injury, consumer complaints etc. caused directly or indirectly arising out of the Products.
		iii)	Supplier shall at all times indemnify SKH against all claims, losses and damages arising out of supply of defective Goods. Supplier shall, at its own expense, either settle any such dispute and litigation arising between SKH and/or the Customer and/or any third party, due to such Goods in consultation with SKH and defend such litigation, at its own cost, that may arise therefrom. Any litigation that may arise shall be at the cost and consequence of supplier.
		iv)	CONSEQUENTIAL DAMAGE: Supplier shall be responsible and liable for any damages caused to the person or property of any Third Party, if the reason thereof attributes to the Goods supplied by supplier and shall indemnify SKH in this regard.
		v)	INDEMNITY AGAINST VIOLATIONS: Supplier will also indemnify SKH against violations and adoption of any prohibited process or the use of any poisonous substance in packing/ processing operations related to the supply of the Goods to SKH.
15	Confidentiality	ii)	Confidential Information shall include rights under the laws of confidential information, secrets, common law reputation or goodwill in trade, business and SKH's name and all trademarks, designs and drawings relating to "Intellectual Property Right" shall include all existing and future intellectual property rights connected thereto.
		iii)	All Technical Information furnished by SKH or its assignees/designees and all rights therein shall remain the property of SKH or its assignees/designees and the Supplier is licensed to use such Technical information only for the purpose of performing Transactions. Any Technical Information shall at all times be treated as strictly confidential and, together with any information falling within paragraph above, shall be kept safely and shall not be disclosed by the party except strictly as required in the course of performance of these Terms and Conditions, the Purchase Orders and any other relevant written agreement between the Parties. Each Party shall take charge of any Technical Information in accordance with the management procedure of drawings and related documents separately furnished by the other party.
		iv)	When any Technical Information furnished in a tangible form hereunder no longer reasonably necessary for other party as a result of Engineering Changes, termination of Purchase Order or any other cause, then the other party shall promptly return the same and all reproductions thereof at its own expense.
		v)	The Supplier further undertakes to take the responsibility of ensuring that its employees, representatives and/or sub-contractor(s), if any, breach their obligations as hereinabove, then the SKH shall be at liberty to take appropriate action(s) against the Supplier, its representatives and/ or sub-contractor(s), if any, in Law as the SKH may be advised, including compensation for any and all losses, damages and expenses incurred by the SKH as a result of such breach.
		vi)	The SKH hereby undertakes to the Supplier that the similar Information of the Supplier provided, supplied, or disclosed to it, shall be treated confidential and the SKH shall not disclose, convey or part with the same to any third party without the written consent of the Supplier. However, the Supplier hereby gives express consent to SKH to share confidential information of the Supplier to any other Suppliers or affiliates of SKH for the purpose of production and supply of related of parts & components to SKH, research & development in relation thereto, etc, subject to ensuring observance of similar confidentiality undertaking by such recipients.
		vii)	However, in case where the Information is required to be parted with by the Parties due to any obligations enforceable under any law or is otherwise known by public means, the concerned Party shall not be deemed to have violated the confidentiality undertaking.
		viii)	The above Terms of confidentiality shall continue to operate and bind both the Parties at all times, even after the expiry/termination/completion of Purchase Order and forever.
		ix)	The Supplier shall indemnify and keep the SKH harmless all the time from any loss, liability or expense suffered by it as a result of improper disclosure, transmittal, reproduction or use of the Information by the Supplier or its agent.
		x)	In case the SKH and the Supplier enter into a separate Confidentiality Agreement, the provisions of the Confidentiality Agreement will supersede in so far as there is any discrepancy between the two, about the parts covered by the Separate Confidentiality Agreement.
		16	Intellectual Property rights
ii)	The Goods supplied by Supplier under the Purchase Order does not infringe any patent, copyright or trademark of any third party. Supplier shall be liable to defend and indemnify SKH against any direct loss, damages or expense that SKH suffers or incurs, as a direct result of a breach of third party's intellectual property rights by the Supplier.		
iii)	Without prejudice to the rights or remedies available to SKH either under the Law or Equity, the Supplier shall also undertake either to acquire necessary rights over such intellectual property rights of the third parties which are the subject matter of violation or re-designing and development of the existing Goods to ensure that they do not violate any existing intellectual property rights of third parties. Provided that the re-designing and development by the Supplier shall be at its own cost and expenses and such re-designing and development shall be completed within a mutually agreed time to avoid any losses or consequences to SKH.		
17	Right to entry	i)	SKH shall have right to enter Supplier's place of processing or any other premises at any time, with or without any prior intimation. It has also been agreed upon that in the event of failure on Supplier's part to process the product/Goods as per Terms of Purchase order for whatever reasons, the Supplier shall unconditionally allow the SKH/its representatives or authorised third parties to enter the premises for getting the unfinished job completed either by the SKH or third party at Suppliers end.
18	SKH Anti-Slavery policy	i)	SKH strictly prohibits any use of slavery or human trafficking in the manufacture and distribution of its products and fully supports the promotion of ethical and lawful business practices within our workplace. The Zero Tolerance Policy aimed at eliminating any form or practice that constitutes human trafficking or slavery in any part of our organization across continents. As a matter of Policy, any act or conduct that constitutes the offences of slavery, servitude, forced or compulsory labour and human trafficking, will be treated as an offence and immediate remedial measures will be taken to prevent or punish such offence.
		ii)	SKH take steps to ensure to verify, evaluate and address risks of slavery and human trafficking in its supply chains. SKH prohibits usage of servitude, forced or compulsory labour and further prohibits slavery and human trafficking. SKH regularly notify its suppliers about their obligations to comply with the Code of Conduct and further the applicable laws.
		iii)	Suppliers will periodically certify that they conform to the expectations described above and that all materials incorporated into their products comply with the laws regarding human trafficking and slavery of the country or countries in which they are doing business.

19	Environmental Social Governance	<p>Suppliers must respect the applicable laws and establish the highest standards in Terms of Environmental, Social and Governance responsibility.</p> <p>Environmental:</p> <p>a. Environmental management: Suppliers must comply with environmental legislation and implement, operate and improve their procedures on an ongoing basis, giving particular consideration to the environmental aspects.</p> <p>b. Saving resources: Suppliers must consume natural resources responsibly, which includes the consumption of water and the use of raw materials.</p> <p>c. Reduction of greenhouse gas emissions: Suppliers must monitor the greenhouse gas emissions originating from their activities and make an effort to reduce those emissions, when possible design a decarbonization plan to reduce those emissions throughout its value chain, consume renewable energy, and make efficient use of energy and fuels in general.</p> <p>d. Water, air and soil quality: Suppliers must prevent any contamination of the water, air and soil by means of continuous monitoring and reducing the use of pollutants.</p> <p>e. Noise: Suppliers must monitor and control industrial noise levels to avoid sound pollution.</p> <p>f. Reduction of waste and promotion of the circular economy: Suppliers must cut down on the generation of waste at the source and encourage recycling, reuse and recovery as much as possible.</p> <p>Social:</p> <p>a. Policies: Supplier shall plan and implement policies like No Child Labour, POSH, OHS Policy etc.</p> <p>b. Working Conditions: Suppliers must offer fair pay, which should enable its workers and their families to cover their needs.</p> <p>c. Non-discrimination: Suppliers must contribute to the eradication of all forms of discrimination and harassment based on race, ethnicity or caste, religion, ideology, age, nationality, sexual orientation, gender, marital or family status, social origin, disability or opinion.</p> <p>d. Health and safety in the workplace: Suppliers must commit to implementing effective health and safety policies that are adapted to the work in question and based on prevention, through specific action plans, emergency response, management of incidents and accidents, corrective actions and commitments that are applicable to all employees, including subcontractors.</p> <p>Governance:</p> <p>a. Legal compliance: Suppliers are required to act at all times in accordance with the legal requirements that apply to their activity and to their business relationship with SKH Group.</p> <p>b. Responsibility and Transparency: Suppliers must conduct their financial transactions in a transparent and rigorous manner.</p> <p>c. Corruption: Suppliers must not participate in or support any kind of fraudulent or corrupt behaviour, which includes the offering and acceptance of bribes, gifts and facilitating payments.</p> <p>d. Conflicts of interest: Suppliers will encourage measures aimed at ensuring that their employees avoid situations in which their financial interests enter into conflict with their job responsibilities, and that they report any such situations should they occur.</p>
20	Miscellaneous provisions:	<p>i) If the performance by either party of any of its obligations shall be in any way prevented, interrupted, or hindered in consequence of any act of God, war, civil disturbance, cessation of work, combination of workmen or employees, legislation or restriction of any Government or other authority, break-down or force majeure or any other circumstances beyond the control of such party, the obligation of the party concerned shall be wholly or partially suspended during the continuance and to the extent of such prevention, interruption or hindrance. If force majeure Conditions continue for a period of more than two (2) months, SKH will, unless agreed otherwise, be at liberty to terminate the Purchase Order</p> <p>ii) Governing Law: This Purchase Order shall be subject to the Laws of India and will be under the jurisdiction of the Courts at Gurugram (Haryana) only.</p> <p>iii) Dispute Resolution: All disputes, controversies and/or differences arising out of or relating to the present Agreement which cannot be settled between the parties shall be referred to arbitration of a sole arbitrator, appointed under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force.</p> <p>a. The venue for such arbitration shall be Gurugram (Haryana), India.</p> <p>b. The decision of the arbitrators shall be final and binding on the parties.</p> <p>c. The arbitration proceedings shall be in English language.</p> <p>d. Parties agree that the Tribunal shall be empowered to pass an Award unless otherwise provided by the Tribunal, the cost shall be borne by Supplier. Pending resolution of any dispute/s, through mutual discussions, the Supplier shall and hereby undertakes to continue to supply the Products to SKH without any interruption, subject to these Terms and Conditions and the normal business Conditions.</p> <p>iv) Entire Agreement: The Purchase Order, these Terms and Conditions along with the other agreements executed subsequently, supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written made between the Supplier and SKH and constitutes the entire understanding with respect to the subject matter of these Terms and Conditions. These Terms and Conditions may be modified, changed, altered or amended from time to time without prior notification to the Supplier.</p> <p>v) Notice : Any notice regarding non-performance, breach, termination or renewal required or permitted to be given under these Terms and Conditions shall be given in writing and shall be delivered by personal delivery, by commercial courier with written verification of delivery or by certified mail, postage prepaid, return receipt requested, addressed to the Supplier or SKH, as the case may be, at the addresses provided in the Purchase Order or at such other address as shall be given by either one to the other in writing. All other notices may be sent by regular mail.</p> <p>vi) Waiver : No waiver by SKH of a breach of or a default by the Supplier under any of the provisions of these Terms and Conditions or under any other agreement, nor the failure by SKH, on one or more occasions, to enforce any of the provisions of these Terms and Conditions to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights, or privileges hereunder.</p> <p>vii) Sub-contracting: The Supplier shall not sub-contract any and or all part of the works contemplated either under these SKH Terms and Conditions contained hereunder or under a particular Purchase Order to any third party, firm or company without prior express written permission of SKH. Without being obligated to do so, if SKH gives permission for subcontract, it would be under the express understanding that in the event of breach by the sub-contractors of any of these Terms and Conditions, then the Supplier shall be solely liable for such breach as if the Supplier has breached the Terms and Conditions and SKH shall have right to enforce the remedies as provided under these Terms and Conditions against the Supplier.</p> <p>viii) Non exclusivity: The work issued to Supplier under Purchase Order along with these Terms and Conditions is on a non-exclusive basis and SKH is free to contract with other entities or persons to supply Goods or perform services same or similar to or related to or within the scope of the supplies/Services set forth under the Purchase Order. Proper and applicable GST rates are charged in the invoice while supplying goods/services to SKH. In case, any variation, in respect of wrong classification of HSN/SAC Code and increase/decrease in rate of GST, after goods/services are supplied to SKH, it shall not be responsible for the same and no differential payment, interest, penalty etc. shall be paid/borne by SKH.</p> <p>ix) The Parties acknowledge that considering the transactions involved, the Supplier shall also take into cognizance the guidelines, if any, issued by the SKH from time to time in the best interest of both Parties and to enable the Supplier to achieve the purposes of these Terms and Conditions. The Supplier agrees that these Terms and Conditions constitute advice from the SKH only and final responsibility of executing its obligations under these Terms and Conditions remains with the Supplier without excuse.</p> <p>x) Warranty: unless or otherwise stipulated, the goods supplied against the order shall be replaced and/or repaired at Supplier cost within a period of the 12 months from the date of receipt.</p>

**Term &
Termination**

	<p>SKH may also, with written notice to the Supplier, terminate this Purchase Order, which termination shall be effective immediately upon issuance of the notice or as may be indicated by SKH, in the following or any other comparable events:</p> <p>(i) on failure of the Supplier to comply with these Terms and Conditions or if the Supplier commits breach of these Terms and Conditions in respect of performance and/or compliance of any of the obligations placed on it under these Terms and Conditions or otherwise and the Supplier not remedying the breach, if indicated by SKH, within the permitted time period specified thereon;</p> <p>(ii) The equity holding pattern of Supplier changes so as to result in a change of ownership, or</p> <p>(iii) on the Supplier becoming insolvent or committing an act of insolvency or if any receiving order is made against the Supplier;</p> <p>(iv) on the Supplier entering into any arrangement with its creditors or compounds with its creditors;</p> <p>(v) on the Supplier being the subject of a petition to go into voluntary liquidation;</p> <p>(vi) in case of the Supplier being a company, if an order is made or a resolution is passed for the winding up of the Supplier, otherwise than for the purpose of its amalgamation or reconstruction which is accepted by SKH in writing in advance;</p> <p>(vii) if a receiver is appointed for any of the assets or undertakings of the Supplier or if a circumstance arises which entitle the court or a creditor to appoint a receiver or a manager or which entitle a court to pass an order of winding up of the Supplier;</p> <p>(viii) if the Supplier takes or suffers from any similar or analogous action as a consequence of its debts;</p> <p>(ix) on the Supplier having recourse to any action which in the opinion of SKH would substantially affect the ability of the Supplier to perform its obligations under these Terms and Conditions effectively or would alter the nature of the Supplier making it unfit or incapable of performance of these Terms and Conditions;</p> <p>(x) on the cessation of the Work/operations of the Supplier, be it the lockout or otherwise, or on the closure of the business of the Supplier, whether temporary or permanent, or on the Supplier becoming defunct, for whatsoever reason;</p> <p>(xi) on the creation of any charge by the Supplier over the SKH's Tools and Tooling, whether by way of mortgage, pledge, hypothecation, lien, security or otherwise; or</p> <p>(xii) Supplier transfers by means of sale or otherwise, a material proportion of the assets used to manufacture and supply the Parts to a third party to the extent that the Parts can no longer be manufactured and supplied to the SKH under these Terms and Conditions except through the intervention of the third party to which the transfer has been made,</p>
i)	
ii)	<p>Except that the SKH may, at its sole discretion, enter into a similar Purchase Order with the new entity resulting from the change in ownership of Supplier or Supplier's assets as given above, and may further transfer or assign the obligations and rights under or arising from this Purchase Order to the new entity. It is further agreed that till the time the abovesaid change or event is not brought to the written notice of the SKH, the Supplier as well as the third Party resulting out of the abovesaid change shall be liable to the SKH jointly as well as severally for all the obligations of these Terms and Conditions.</p>
iii)	<p>On termination of this Purchase Order for any reason whatsoever and irrespective of any disputes or differences that may arise and irrespective of any outstanding, notwithstanding anything contained in this Purchase Order, the SKH shall be entitled to take back, and Supplier shall ensure their cooperation in doing so, all inner parts, tools, zigs, moulds or such other material provided and supplied by the SKH to the Supplier within 24 hours of issue of termination letter. On termination, Supplier shall send immediately on receipt on the termination notice, the complete details of the existing stocks of products, material lying with Supplier and forward the same to the SKH and the SKH can inspect, check or verify any or all records related to the above tools.</p>
iv)	<p>Supplier shall continue to have the following obligations after expiration or termination of this Purchase Order:</p> <p>(i) The warranty of quality set forth in Clause 9 for the Parts supplied to and accepted by the SKH</p> <p>(ii) Satisfactory indemnification of claims, if any raised on the Parts supplied by it.</p> <p>(iii) The matters of intellectual property right set forth in Clause 16 of this Purchase Order.</p> <p>(iv) Observe confidentiality as set forth in Clause 15.</p> <p>(v) Supply the balance Parts due under this Purchase Order on the date of termination/expiration of the Purchase Order.</p>
v)	<p>On the part of the SKH, if the Purchase Order is terminated as aforesaid, the Supplier shall be paid for all the Parts supplied and accepted in accordance with these Terms and Conditions after considering and deducting all payables and receivables and reconciliation of the accounts.</p>