

PURCHASE ORDER

 <small>ECONOMY • EXCELLENCE • ETHICS</small>	MERINO INDUSTRIES LIMITED	Purchase Order No. : 3200033081
	Merino Industries Limited MIL Motinagar 70, KLJ Complex, 2nd Floor, Moti Nagar New Delhi 110015 Delhi India CIN : U51909WB1965PLC026556 Phone : 011-45557000 Email : merinodelhi@merinoindia.com Website : www.merinoindia.com Reg & HO : 5, Alexandra Court, 60/1, Chowringhee Road, Kolkata-700020	Date : 22.03.2025 Quotation/Order Ref No: Amendment No : N/A Amendment date : N/A Buyer Detail : Vikash Mishra vikashmishra@merinoindia.com

Vendor Name & Address	Vendor Details
Vendor Name : Market Xcel Data Matrix Pvt. Ltd. Vendor Address : 16 Lgf, Sant Nagar, East Of Kailash, New Delhi 110065 Delhi India	PAN : AAECM5086D GSTIN : 07AAECM5086D1ZI

Billing Address	Order Information
MERINO INDUSTRIES LIMITED 70, KLJ Complex, 2nd Floor, Moti Nagar New Delhi 110015 Delhi India	Delivery Terms / Inco Terms : Free on Board, Motinagar Payment Terms : 30 Days from DT of INV Currency : INR Insurance to be paid by : Mode of Shipment : Port of Discharge : Final Destination : Inland Haulage to be paid by : MIL PAN : AAACC9186C MIL GSTIN : 07AAACC9186C3ZN
Shipping Address	
MERINO INDUSTRIES LIMITED 70, KLJ Complex, 2nd Floor, Moti Nagar New Delhi 110015 Delhi India	

SL.No	Item Detail	Quantity & Uom	Unit Price	Discount	Net Price	Taxable Val	Tax Details	Value
1	Carpenter survey Market Research Service PI-24-25/MXDMPL/94	1.000 AU	481,250.00	0.00	481,250	481,250.00	Tax Val: 86625.00	567,875.00
	27000105 SAC Code: 998371 Research & Analysis(Loyalty Humrahi)	1.000 AU	481,250.00	0.00	0	481,250.00	CGST:9.00% SGST:9.00% Tax Val:86625	567,875.00

Total Taxable Value	INR	481,250.00
Freight	INR	0.00
Other Charges	INR	0.00
GST	INR	86,625.00
Total Value	INR	567,875.00

Amount in Word : Five Lakh Sixty Seven Thousand Eight Hundred Seventy Five Rupees

Remarks:

For Merino Industries Limited

Praveen Gupta

Authorized Signatory

TERMS & CONDITIONS

Terms & Conditions (for service PO)

1. Agreement by Service Provider to furnish the goods, items, materials products, or services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute acceptance by Service Provider of this Purchase Order subject to these terms and conditions.
2. The Service Provider will ensure that service will strictly as per specification mentioned in Purchase Order.
3. The Buyer may distribute the task into parts, requiring completion of respective parts of work on daily, weekly, fortnightly or monthly basis, depending upon the nature of service. The supplier, on a periodic basis (as informed by the Buyer) will be required to submit a Work Completion Report (WCR) having details of any Service/work completed by Service provider within a given period in reference to the PO. WCRs must be submitted electronically to Buyer by the service provider prior to raising any invoice.
4. WCR Should Include (i) PO number & Description of work/service (ii) Start date of work included in WCR (iii) End date of work included in WCR (iv) Service Master Record (SMR) numbers, descriptions, quantity, units of measure and other details as per requirement of the Buyer.
5. Any work/service exceeding PO spend limits will have to be approved by the Buyer in writing and then authorized with a revised PO.
6. Any new regular Services that are not defined in the PO will need to be approved by the Buyer in writing before that service can be included in a WCR. invoice against any unapproved service will not be payable by Buyer.
7. After two working days of submission of periodic WCRs, service providers can submit the invoice with the buyer. In case the agreed invoice raising period is greater than the agreed WCR submission period, the Invoices must cover details of the entire period covered by all respective WCR's.
8. Payment will be released after submission of Original invoices/ Digitally Signed Invoice Copy only after due verification. All invoices must bear our full Purchase Order No /reference No. and must include the Defined Activities and Activity Numbers outlined in the WCRs for the period(s) invoiced. The Service Provider/Supplier should not cover two or more PO in one single invoice, separate invoice should be made against individual PO.
9. In case Bank Guarantee is precondition of payment, no payment will be released without receipt of required BG from the Service Provider.
10. In case of any anticipated delay in Completion of services, the reasons must be notified to the Buyer sufficiently in advance by the Service Provider. Such notice shall include a proposed revised completion schedule but such notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.
11. The services provider confirms the warranty condition/defect liability period attached to the services, as agreed separately between parties. Acceptance of any service by Buyer shall not relieve Service Provider from any of its obligations, representations or warranties related to services.
12. In the event of breach of any of the warranties and without prejudice to any other right or remedy available to Buyer, the Service Provider will, at Buyer's option and Service Provider's expense, refund the purchase price for, or correct or replace the affected goods, or re-perform the affected services, within 10 day(s) after notice by Buyer to the Service Provider of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods (if required) from Buyer to the Service Provider, and return shipment to Buyer, and costs resulting from supply chain interruptions, will be borne by the Service Provider. If Services are re-performed, the warranties will continue to apply to the re-performed service commencing from the date of re-performance. If Supplier fails to complete the service within the stipulated schedule, or if completed the delivery of service within stipulated schedule but not found as per desired specification & quality, Buyer reserves the right to get the contract completed from alternative sources at the sole risk, responsibility and cost of the Service Provider. Any extra cost incurred to get the contract completed from an alternative source will be recovered from the Service Provider, if necessary by due legal process or withholding payment against any due payable to the Service Provider.
13. For the abundant clarity, the Service Provider agrees that services supplied, which are not as per the agreed specification or in breach of any warranties and using as an input, shall damage the resulting/final services of customer/client, to which the Service Provider shall indemnify and keep indemnified and compensate Buyer against all losses, claims, damages, liabilities, costs including legal costs, charges etc. of any third parties more specifically any clients to whom such services sold or rendered by Buyer.
14. Unless otherwise expressly agreed in writing, any work, copyright, invention or intellectual property derived from or based on performance of this purchase order shall be considered to be the property of Buyer; and Service Provider shall execute such documents necessary to perfect Buyer's title thereto.
15. All Drawings, samples, data and other properties related to orders etc., provided by Buyer shall be used only in the performance of work/services under this Purchase Order unless Buyer consents otherwise in writing. All such properties will always remain property of Buyer only and same must be returned to the Buyer with supply by the Service Provider and if Service Provider fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Service Provider's premises and remove any such property at any time without being liable for trespass or damages of any sort.
16. Service Provider warrants that it shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. These warranties shall survive final acceptance and payment. Service Provider shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties.
17. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of Buyer.
18. Buyer may, by notice in writing, terminate this Purchase Order or work/Service under this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Service Provider is not excused from performance of the non-terminated balance of work under the Purchase Order.
19. In the event of termination for convenience by Buyer, Service Provider shall be reimbursed for actual, reasonable, substantiated and allocable costs for work performed to date of termination. Any termination settlement proposal shall be submitted to Buyer promptly, but no later than thirty (30) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Purchase Order value.
20. Buyer may, by notice in writing, terminate this Purchase Order in whole or in part at any time in the event that Service Provider breaches any one or more of its terms, fails to make progress so as to endanger performance of this Purchase Order, fails to provide adequate assurance of future performance, becomes insolvent, makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy etc.
21. Upon termination of PO Buyer may require Service Provider to transfer title to, and deliver to Buyer, as directed by Buyer, any (a) work so performed/completed upon written notice of termination to Service Provider, and (b) at option of Buyer, partially completed supplies and materials, parts, tools, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that Service Provider has specifically produced or acquired for the terminated portion of this Purchase Order. The Buyer shall pay the Purchase Order price for completed supplies delivered or services performed and accepted. Service performed and accepted. Service Provider and Buyer shall agree on the fair and reasonable amount of payment for manufacturing materials delivered and accepted.
22. Buyer shall have the right at any reasonable time or times, to inspect the quality of service in process, and records relating thereto. Buyer's failure to detect any lack of progress or failure in Supplier/Service Provider's performance of its obligations, or Buyer's failure to bring such lack or failure to Supplier/Service Provider's attention, shall not constitute acceptance of Products by Buyer, or relieve Supplier/Service Provider of any of its contractual obligation.
23. Service Provider/Supplier is fully responsible for strict compliance and adherence to all statutory, legal and safety norms while providing the services to the Buyer. That, the Service Provider shall comply with all the applicable Legal provision and any subsequent amendments therein, applicable while performing services and applicable to equipment, tools, goods etc. used by the service provider while performing services under this purchase order and the rules made there under, as may be applicable. Service Provider/Supplier is solely responsible for consequences of any deviations thereby.
24. The Service provider shall be solely responsible to ensure that the equipment. Tools used by it under this Purchase Order comply with the fitness standard as per applicable statutory norms and hereby indemnifies the Buyer (Company) against any liability/damage/claim etc. arising due to any default in maintaining the trucks as per statutory requirement.
25. The labour, staff, manpower etc. (hereinafter jointly referred as manpower) used by service providers for performing service shall be directly engaged Service provider. The Buyer will not have any direct or indirect control, supervision, any relationship or any obligation with any manpower of service provider and Service Provider will solely be responsible to meet and full-fill all liabilities, obligations of any nature under any act, law and statute. The Service Provider hereby indemnifies the Buyer of all criminal, civil, legal, financial and/or any other statutory liabilities in case of any default.
26. Buyer (MERINO) strongly believes in high ethical standards and has an established vigil mechanism in place to provide direct access to the Vigilance Committee. You are encouraged to write to vigilance@merinoindia.com in case of any grievances or complaints against any employee / partner / entity and support us in upholding high ethical standards.
27. Buyer(Merino) shall not be held liable for any failure or delay in the performance of any of its obligations in case of any force majeure event or any event beyond Merino reasonable control including but not limited any act of God, war, epidemics, pandemic, fire, flood, earthquake, strikes, terrorist attack, civil unrest, lock-outs, embargo, restrictions or requirements or other acts by any government or other lawful authority.
28. The terms of Purchase Order shall be interpreted, construed and governed by the laws of India. Any dispute or difference whatsoever arising out of or relating to this agreement or any other dealing between the parties hereto or the subject matter thereof, shall be settled by arbitration conducted under the provisions of Arbitration & Conciliation Act or any subsequent amendment thereof, by reference of Sole Arbitrator appointed by the Buyer. The award made in pursuance thereof shall be binding on the parties hereto. The arbitration proceedings shall be held at New Delhi in English Language. Each party shall bear its own costs of Arbitration.
29. Transit Insurance may or may not be covered by us (Buyer) under the New India Assurance CO. LTD. Annual Turnover Policy (ATOP) No. 9500002123050000011 for the period from 01/06/2023 12:00:00 to 31/05/2024 11:59:00 in Service Order.

TERMS & CONDITIONS

30. All onsite services provided by the service provider including but not limited to repair, erection, maintenance, the service provider and its team/sub-contractor/s shall keep the work area/site free from all unnecessary obstruction by proper and neat storage of materials at Site and remove any wreckage, rubbish or temporary works from the Site on a daily basis, as per guidelines of work area. If the service provider fails to comply with above requirements and Company (Merino) proceed to clear those areas, the expenses incurred in this regard shall be deducted from the payable to the service provider and continuous ignorance of same may lead to termination of contract. The service provider must follow all applicable safety norms and statutory compliances w.r.t all equipment's and manpower used for the work. The Service provider shall release, indemnify, defend and hold harmless the Company (Merino) against any and all liabilities, arising out of or in connection with any non-compliance, to the fullest extent permitted by Law.