

General Terms and Conditions of Purchase – Johnson Matthey India Private Limited (JMI)

1. [PRELIMINARY] : Purchase Order (PO) issued on standard order form of JMI and duly signed by authorized signatory of JMI alone shall be valid.
2. This Purchase Order, and any document referred to on the face thereof, constitute the entire agreement between the parties. This Purchase Order may not be modified orally, and the modifications must be in writing signed by JMI.
3. Details of PO should be quoted on all correspondences, advices, challans, invoices etc relating to the PO.
4. PO must be acknowledged within a week from the date of its receipt, along with queries, if any, relating to its terms and conditions. In case the acknowledgement is not received within the said period, it shall be deemed that the PO has been fully accepted by Supplier to effect supplies in accordance with the applicable terms and conditions there under.
5. Any special terms and conditions agreed between JMI and Supplier shall override these General Terms and Conditions to the extent of conflict only.
6. [PRICES AND TAXES] : Prices indicated in the PO are firm and can be revised only by mutual consent in writing.
7. All payments due under this PO are subject to deduction of taxes at source at the rates prevailing at the time of payment. Supplier shall furnish document evidencing payment of excise duty on goods, failing which JMI would deduct value of excise duty from the invoice amount.
8. [PACKING, DELIVERY AND TITLE] : Goods should be dispatched, clearly indicating the description, quantity and the weight of each consignment. Delivery note, copy of the invoice and necessary documents shall accompany the goods.
9. Packing method for both returnable/one way packaging shall be as per agreed terms. Supplier shall properly secure and pack the goods against loss, damage or corrosion in transit. Supplier shall be responsible for transit damage. Each case must be separately identified & content of each case must be indicated separately in the delivery note.
10. Time and place of delivery are of the essence in the performance of this Purchase Order and JMI may, but has no obligation to, terminate this Purchase Order or any shipment of goods, if supplier fails to timely dispatch the involved goods within 15 days of the scheduled dispatch date. Supplier shall promptly notify JMI if it anticipates any shipment of goods that would be delayed.
11. Delivery of goods shall be complete on their physical delivery at JMI's works or any other designated place; and title shall pass to JMI and final inspection for their defects and acceptance of goods by JMI.
12. Transportation cost shall be paid by JMI to Supplier along with price of the goods if it is agreed between JMI and Supplier and mentioned in PO. However all supplies to JMI shall be made on payment of full freight cost to the carrier i.e. On 'Freight Paid' basis and not on 'Freight to pay' basis.
13. All shipments must be made in accordance with specified shipping and routing instructions if any, are specified by JMI and supplier shall assume full responsibility for failure to comply with such instructions. All excess transportation expense incurred by JMI as a consequence of improper shipping or routing shall be paid by the supplier to JMI. No charges shall be allowed for Boxing, Crating, packing, Cartage or Trucking unless provided for herein or agreed to in writing by JMI. Supplier shall be held liable for any loss or damage incurred in Transit or delivery through improper Boxing, Crating, Packing, Cartage or Trucking.
14. Supply shall be as per the schedule indicated by JMI. Goods supplied in excess of quantities ordered and scheduled by JMI will not be accepted. Supplier shall be responsible for all consequences arising due to unscheduled supply.
15. In case of force majeure events and other circumstances beyond the control of JMI, JMI may suspend the PO or amend the delivery schedule to such extent as JMI may consider necessary, without incurring any liability.
16. [CONFIDENTIALITY] : Supplier agrees that all information supplied by JMI relating to this purchase order, shall be treated as confidential and Proprietary belonging to JMI, and are furnished under the express undertaking that such material may not, in whole or in part, be disclosed to any other person or used for any purpose other than performing this contract, without the prior written permission of JMI. All documents containing confidential information are to be returned to JMI upon request or upon completion of this Purchase Order.
17. [DELAY AND LD] : If the delivery dates set forth in the contract are not met due to any reason attributable to Supplier, except under standard force majeure conditions, JMI shall have the right to claim liquidated damages (LD) of zero point one (0.1) percent, per day, on the portion of the goods due for delivery. However the aggregate of LD amount would not exceed ten (10) percent of the price of the goods due for delivery. In the event failure of Supplier to deliver the goods even after lapse of maximum LD period, JMI shall have the right to cancel the PO, without payment of any compensation to Supplier.
18. Contractor shall be responsible for ensuring full compliance of all rules and conditions prescribed by concerned divisions of JMI in relation to safety, environment and security, without any lapse, in respect of its workforce to be deployed for the purpose of execution of this contract, and shall take all necessary measures to comply with the same. In case of any shortcomings in compliance of such rules and conditions relating to and security by any person connected to the Contractor, JMI shall be at liberty to impose penalty on the Contractor as may be solely determined by JMI and recover the same from the payments due to the Contractor.
19. [GENERAL] : Unless otherwise specifically indicated in the Purchase Order, payment shall be made to all suppliers/service providers on or around 20th of the month following the month in which the supplies are made and accepted or service rendered and accepted.
20. Supplier warrants that the sale or use of the goods or services covered by this Purchase Order will not infringe any patent or other intellectual property right, and supplier agrees to indemnify, save harmless, and defend JMI, at supplier's cost, from all loss and liability, including claims for profits, by reason of any actual or alleged infringement by JMI or persons selling or using JMI's products of any patent or any intellectual property right applicable to the use or sale of the goods or services provided hereunder.
21. Supplier warrants that all goods and services provided hereunder will conform to guaranteed specification sheet and samples. These warranties are in addition to all other warranties, express, implied or statutory. Payment for, use, inspection of, or acceptance of goods or services shall not constitute a waiver of any breach of warranty.
22. Supplier shall defend, indemnify and hold harmless JMI against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in or breach of warranty for the goods or services purchased hereunder, or from any act or omission of supplier, its agents, employees or subcontractors.
23. JMI will claim CENVAT benefit through the suppliers Excise Invoice (if the item is eligible for CENVAT). If due to any error on the part of the supplier, JMI is unable to avail the CENVAT benefit, the supplier will be liable to compensate JMI fully for the consequent loss. The same will apply even if the CENVAT claim is disallowed by JMI's local Excise Department at a future date.
24. [MICRO AND SMALL ENTERPRISES] : Micro and Small Enterprises as defined under the "Micro, Small and Medium Enterprise Development Act, 2006" (Act), shall be paid in a monthly payment cycle i.e. on 10th of the following month for supplies made and accepted between 1st and 30th of the previous month.. [SPECIAL PAYMENT TERMS FOR MICRO AND SMALL ENTERPRISES]: The special payment terms applies only to Eligible Micro or Small Enterprises as defined under the Act. Eligible Micro or Small Enterprises shall mean such enterprises who have filed an Entrepreneurs Memorandum (EM) with District Industrial Center (DIC) as prescribed and a copy of such EM has been filed with JMI under an acknowledgement. The special terms shall be effective for such enterprises for all supplies effected or services rendered subsequent to filing of EM with JMI. Failure on the part of the supplier to notify its status under the Act and file EM with JMI shall discharge JMI's liability under the Act and as such, Supplier hereby agrees that he, shall not be entitled to any Recourse, Claims, Damages or any legal action against JMI.
25. [ANTI-CORUPTION AND BRIBERY] The supplier agrees that it will not directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of any anti-corruption laws and in particular (but without prejudice to the generality of the foregoing) the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977. Further, the supplier confirms that it has not taken nor will take directly or indirectly, any action that would cause JM PLC's officers, directors, employees and/or affiliates to be in violation of any anti-corruption laws including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977. In circumstances where we determine, in good faith, that the supplier has breached this provision we will be entitled, in addition to our other rights, to terminate any contract with the supplier by giving written notice with immediate effect. The supplier will indemnify us from any claims, suits, investigations, penalties and fines of any kind arising from any breach of this provision. This provision shall survive the termination of any contract.
26. [DISPUTES] : Failure of Supplier to comply with any of the conditions under this PO shall entitle JMI to cancel this PO without any liabilities.
27. All disputes, which may arise in connection with this PO shall be resolved by recourse to arbitration. Only the courts in Haryana shall have exclusive jurisdiction over all issues relating to this PO.