

Purchase Order

Order Number PO/SKPL/23-24/001068

15-08-2023 13:33:10

Shipped Location

Invoice Location

Corporate Address

GWH Central Kitchen
 GIAL Bldg LGB Intl Airport
 Borjhar Dharapur Kamrup Metrp.
 Assam, 781015
 India
 India
 Contact Person
 Contact No. 022-43224304
 E-Mail kumar.dhulap@travelfoodser
 vices.com

GIAL Bldg LGB Intl Airport
 Borjhar Dharapur Kamrup Metrp.
 781015
 India
 IN
 022-43224304
 kumar.dhulap@travelfoodservices.com

SEMOLINA KITCHENS PVT LTD
 1ST FLOOR, Block A, Shiv Sagar Estate,
 Dr Annie Besant Road,Worli, Mumbai
 MUMBAI, 400018
 State 32
 State Name Kerala
 Comp GST No. 32ABICS8699F1ZS

ETA:
 Order Address

Payment Terms
 GSTIN 18ABICS8699F1ZI
 No.

Requisition No.
 PO Entry Date 15-08-2023
 Project ID GEN

Vendor No. V000107
 HARMONY INTERNATIONAL
 302, SATYAM CHS, MAROLI CHURCH, MAHUL ROAD
 CHEMBUR EAST, MUMBAI
 MUMBAI, 400074
 India
 P.A.N. No. AREPA2226M
 State Code
 Vendor GST No. 27AREPA2226M2ZY
 Vendor Inv. No. 01
 Vendor Fax No.
 Vendor Email bharat@harmonyinternational.
 co

SN	Item Code	Code	Item Description	Description 2	Item Category	UOM	Unit Cost	Qty	GST%	VAT %	Excise	Total Tax Amount(ININR)	Total Amount (ININR)
1	7000426	73230000	SMALL WARE	As per attach annexure Main Kitchen SOE 12%		NOS	4,19,540.00	1	12.00	0.00		0	419540.00
2	7000426	76150000	SMALL WARE	As per attach annexure Main Kitchens SOE 18%		NOS	2,25,690.00	1	18.00	0.00		0	225690.00

Total Unit **2.00**

70% Advance Balance 30 Days after receipt of the invoices Mani Kitchens SOE Guwahati

Total Taxable INR 6,45,230.00
 Excise Amount 0.00
 IGST Amount 90,969.00
 Cess 0.00

- a) Products to be Supplied by Supplier at own cost
- b) Any deficiency in Documents and Process will be liability of the supplier only
- c) Delivery schedule to be taken from the Buyer before Despatching the mater
- d) PLEASE SEND THE ORIGINAL COMMERCIAL/GST INVOICE ALONG WITH THE MATERIAL TO THE DELIVERY ADDRESS.
- e) The Payment of taxes will be Released once the Taxes is Credited to our Account or the GST Portal

Total INR Incl. Taxes 7,36,199.00

Disclaimer - Unless informed to us it is assumed that you are not registered as MSME with the respective government authority. If you have not yet provided the MSME details along with proof kindly provide the same at the earliest. Alternatively once you get registered then provide us relevant proof to update our records.

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Corporate Address

SEMOLINA KITCHENS PVT LTD
1ST FLOOR, Block A, Shiv Sagar Estate,
Dr Annie Besant Road,Worli, Mumbai
MUMBAI, 400018
State 32
State Name Kerala
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HARMONY INTERNATIONAL
302, SATYAM CHS, MAROLI CHURCH, MAHUL ROAD
CHEMBUR EAST, MUMBAI
MUMBAI, 400074
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P.A.N. No. AREPA2226M
State Code

Vendor GST No. 27AREPA2226M2ZY

Vendor Inv. No. 01

Vendor Fax No.

Vendor Email bharat@harmonyinternational.
co

Annexure-I

PO No #	PO/SKPL/23-24/001068		Order Date :	15-Aug-23
<i>The above no must appear on all challans, invoices and all documents relating to this PO.</i>			Quotation / PI No:	Mail
			Quotation / PI Date :	Mail
			Department:	Guwahati Main Kitchen
To :	HARMONY INTERNATIONAL 302,SATYAM CHS,MAROLI CHURCH, MAHUL ROAD, CHEMBUR EAST, MUMBAI-400074.		Billing Address :	SEMOLINA KITCHENS PRIVATE LIMITED GIAL Building, Lokpriya Gopinath Bordoloi international Airport, Borjhar, Guwahati, Dharapur, Kamrup Metropolitan, Assam, 781015
Tel :	7977271899		Tel:	
Fax :			Fax:	
Contact Person :	Mr. Bharat		Contact Person:	
Mobile :	9823674722		Mobile:	
Email :	bharat@harmonyinternational.co		E Mail:	
GST No:	27AREPA2226M2ZY		GST No:	18ABICS8699F1ZI
Pan No:	AREPA2226M		Pan No:	ABICS8699F

We are pleased to confirm to provide the material/services as per details given below.Please arrange to supply as per the delivery period and the terms mentioned below.

Sr. No	Item	Specp	UOM	Qty	Rate	Amount
1	Copper Lagaan	19" Heavy Duty		4	₹ 16,500.00	₹ 66,000
2	THAI PEELER	EA	EA	4	₹ 65.00	₹ 260
3	STOCK POTS(SANDWICH BASE-HANDLE ON BOTH SIDES)HEAVY DUTY WITH LIDS(HANDLE ON TOP)	40 ltrs	EA	2	₹ 8,600.00	₹ 17,200
4	STOCK POTS(SANDWICH BASE-HANDLE ON BOTH SIDES)HEAVY DUTY WITH LIDS(HANDLE ON TOP)	45 Cms	EA	2	₹ 12,000.00	₹ 24,000
5	SS SAUCE PANS WITH SS HANDLE HEAVY DUTY	8"	EA	2	₹ 1,400.00	₹ 2,800
6	SS SAUCE PANS WITH SS HANDLE HEAVY DUTY	10"	EA	2	₹ 2,350.00	₹ 4,700
7	SS SAUCE PANS WITH SS HANDLE HEAVY DUTY	12"	EA	2	₹ 2,700.00	₹ 5,400
8	SS DORI - STANDING TYPE	6" ROUND	EA	3	₹ 285.00	₹ 855
9	SS DABBU	8 NO/ 6 NO	EA	6	₹ 210.00	₹ 1,260
10	SS PLATES	10" DIA	EA	6	₹ 95.00	₹ 570
11	STAINLESS STEEL PARATH	30" DIA	EA	2	₹ 2,950.00	₹ 5,900
12	RICE COLLANDER SS WITH RING HANDLE ROUND BOTTOM	22"	EA	2	₹ 2,400.00	₹ 4,800
13	CONICAL STRAINER HEAVY DUTY (SINGLE SHEET)	12"	EA	1	₹ 350.00	₹ 350
14	CONICAL STRAINER HEAVY DUTY (SINGLE SHEET)	10"	EA	1	₹ 300.00	₹ 300
15	CONICAL STRAINER HEAVY DUTY (SINGLE SHEET)	8"	EA	2	₹ 275.00	₹ 550
16	ROUND STRAINER HEAVY DUTY (DOUBLE SHEET)	10"	EA	2	₹ 650.00	₹ 1,300
17	JUICE STRAINER (HEAVY DUTY)	8" (Single Mesh)	EA	2	₹ 400.00	₹ 800
18	SS OIL POURER CHINESE	1 lt	EA	1	₹ 310.00	₹ 310
19	CHINESE WEB STRAINER IMPORTED	10"	EA	2	₹ 475.00	₹ 950
20	SS OIL JHARA	10"	EA	3	₹ 475.00	₹ 1,425
21	SS PALTA (HEAVY DUTY ROD HANDLE3/4 ")	36" With Handle.	EA	2	₹ 800.00	₹ 1,600

22	SS PALTA (HEAVY DUTY ROD HANDLE3/4 ")	30" With Handle.	EA	2	₹ 725.00	₹ 1,450
23	SS ROUND SPOON(DOBBU) SALEM STEEL	12" (3" Bowl SS Handle.)	EA	6	₹ 155.00	₹ 930
24	HAND BLENDER/FROTHER INDUSTRIAL	Industrial / Milenium	EA	1	₹ 1,150.00	₹ 1,150
25	SS UDIPI LADLES		EA	12	₹ 110.00	₹ 1,320
26	SS ROUND CUTTER SET, Plain Edges (not Serrated)	TIMBALE MOULD DIFFERENT SIZES	EA	1	₹ 725.00	₹ 725
27	NOZZLE SET WITH PIPING BAG		EA	1	₹ 550.00	₹ 550
28	PIPING BAG	Nos	EA	2	₹ 75.00	₹ 150
29	BALLON WHISK	16"	EA	2	₹ 350.00	₹ 700
30	BALLON WHISK	12"	EA	2	₹ 195.00	₹ 390
31	BALLON WHISK	10"	EA	2	₹ 175.00	₹ 350
32	SS BOX TYPE GRATERS	STANDARD SIZE (INDUSTRIAL)	EA	2	₹ 120.00	₹ 240
33	SS TRAMOTINA/REMINGTON KNIFE/ Henckels	9"	EA	2	₹ 550.00	₹ 1,100
34	SS CHEF KNIFE ATLANTIC CHEF / Henckels	6"	EA	4	₹ 825.00	₹ 3,300
35	SS TRAMOTINA/ATLANTIC CHEF BREAD KNIFE/ Henckels	8"	EA	2	₹ 495.00	₹ 990
36	SS TRAMOTINA/ATLANTIC CHEF BREAD KNIFE / Henckels	12"	EA	2	₹ 725.00	₹ 1,450
37	WONDER CHOPPER / Henckels		EA	2	₹ 825.00	₹ 1,650
38	WOODEN SPATULAS	10 no. size	EA	2	₹ 120.00	₹ 240
39	LEMON SQUEEZER(INDUSTRIAL/ HEAVY DUTY ALUMINIUM)	NOS	EA	2	₹ 120.00	₹ 240
40	STEEL PESTLE MORTER	1 KG CAP	EA	1	₹ 1,350.00	₹ 1,350
41	MIXING BOWLS ROUNDS Tub Type.	15"	EA	2	₹ 350.00	₹ 700
42	PLASTIC SQUEEZE BOTTLE	1 LTS CAP(Good quality)	EA	6	₹ 60.00	₹ 360
43	PLASTIC SQUEEZE BOTTLE	500 ml	EA	6	₹ 45.00	₹ 270
44	COMMERCIAL PIZZA CUTTER	HEAVY DUTY	EA	2	₹ 250.00	₹ 500
45	FLOUR SIEVE ATTA/MAIDA	INDUSTRIAL15"DIA	EA	2	₹ 520.00	₹ 1,040
46	CHINESE BROOMS	IMP HARD	EA	2	₹ 250.00	₹ 500
47	DOUGH SCRAPER	METALLIC WITH WOODEN HANDLE	EA	4	₹ 180.00	₹ 720
48	SS GARNISH BOWL	6"	EA	6	₹ 65.00	₹ 390
49	SS GARNISH BOWL	5"	EA	6	₹ 50.00	₹ 300
50	SS GARNISH BOWL	7"	EA	6	₹ 80.00	₹ 480
51	SS SLICER FOR FISH	BIG SIZE BROAD BLACK HANDLE	EA	2	₹ 350.00	₹ 700
52	SS SLOTTED SPOON		EA	4	₹ 90.00	₹ 360
53	OIL BRUSH / SPRAY	3"WIDTH PLASTIC BRISTLES	EA	2	₹ 110.00	₹ 220
54	STEAK HAMMER	ss HANDLE	EA	1	₹ 450.00	₹ 450
55	POTATO MASHER (FULL SS)	LEVER TYPE LEMON SQUEEZER DESIGN	EA	1	₹ 1,250.00	₹ 1,250

56	MEASURING JAR	1 LTS SS	EA	1	₹ 325.00	₹ 325
57	MEASURING JAR	2 LTS SS	EA	1	₹ 575.00	₹ 575
58	NYLOCAST CHOPPING BOARDS SET (ALL COLOUR)2 " THICK	10" X12" (Blue, Green, Red, White, Yellow, Brown) 2 inches thick	EA	6	₹ 1,650.00	₹ 9,900
59	NYLOCAST CHOPPING BOARDS WHITE	10" x 12 "	EA	1	₹ 1,650.00	₹ 1,650
60	SS STAND TO KEEP CHOPPING BOARD IN TOT BOX	AS PER CHOPPING BOARD SIZE	EA	1	₹ 1,250.00	₹ 1,250
61	WEIGHING SCALE	TABLE TOP 1 GM TO 2 KG/ DIGITAL SBI 2K1	EA	1	₹ 900.00	₹ 900
62	WALL CLOCK		EA	1	₹ 575.00	₹ 575
63	POCKET THERMOMETER WITH PROTECTIVE CASING AND CLIP		EA	4	₹ 500.00	₹ 2,000
64	FIRST AID BOX	need to source from local market	EA	0	₹ 350.00	₹ 0
65	MASALA BOX CUBICAL BOX SIZE 4"X4"X4"	4X4 BOXES-16 Comp in one tray with lid	EA	1	₹ 2,750.00	₹ 2,750
66	CONDIMENT HOLDER (Lemon/garnishes)		EA	1	₹ 650.00	₹ 650
67	STEEL PESTLE MORTER	1 KG CAP	EA	1	₹ 1,350.00	₹ 1,350
68	ACRYLIC ROLLING PIN	10" Roomali.	EA	2	₹ 650.00	₹ 1,300
69	S.S ROLLING PIN ON	10"	EA	1	₹ 650.00	₹ 650
70	MIXING BOWLS ROUNDS Tub Type.	15"	EA	12	₹ 350.00	₹ 4,200
71	OVEN GLOVES (pairs)	GOOD INSULATION	EA	4	₹ 500.00	₹ 2,000
72	SS TONGS	SS STD SIZE	EA	6	₹ 120.00	₹ 720
73	FLOUR SCOOP	POLYCARBONATE 500 GMS	EA	2	₹ 280.00	₹ 560
74	AIRTIGHT RECTANGULAR PLASTIC CONTAINERS	1 KG CAP	EA	6	₹ 140.00	₹ 840
75	AIRTIGHT RECTANGULAR PLASTIC CONTAINERS	2 KG CAP	EA	12	₹ 180.00	₹ 2,160
76	AIRTIGHT RECTANGULAR PLASTIC CONTAINERS	5 KG CAP	EA	12	₹ 350.00	₹ 4,200
77	PLASTIC CONTAINERS WITH LIDS	10 KG CAP	EA	6	₹ 695.00	₹ 4,170
78	SILICON SPATULA	HEAT RESISTANT HEAVY DUTY SMALL	EA	2	₹ 120.00	₹ 240
79	PIZZA LIFTER	10 X 4	EA	2	₹ 150.00	₹ 300
80	SS JHARA		EA	1	₹ 385.00	₹ 385
81	SAUTE PAN WITH HANDLE Induction	20 CM	EA	4	₹ 1,035.00	₹ 4,140
82	SAUTE PAN WITH HANDLE Induction	24 CM	EA	2	₹ 1,380.00	₹ 2,760
83	SAUTE PAN WITH HANDLE Induction	28 CM	EA	2	₹ 2,700.00	₹ 5,400
	Transportation Equipment	Description on PO	Unit	MAIN		₹ 0
1	Cambro Boxes		EA	4	₹ 20,000.00	₹ 80,000
	CRATES FOR REFRIGERATORS / DUST BINS	Description on PO	Unit	MAIN		₹ 0
1	Plastic Crate CH 64320 Blue		EA	6	₹ 850.00	₹ 5,100
2	Plastic Crate CH 64220 Red		EA	6	₹ 600.00	₹ 3,600
3	Plastic Crate JBC 64320 Green		EA	6	₹ 725.00	₹ 4,350

4	Food Grade Storage bins with lid	White color 80lt	EA	2	₹ 8,500.00	₹ 17,000
5	GARBAGE BINS (NIL KAMAL)	120 lt	EA	6	₹ 1,950.00	₹ 11,700
	BAKERY EQUIPMENT	Description on PO	Unit	MAIN		₹ 0
1	BAKING TRAYS 400 x 600 mm		EA	12	₹ 725.00	₹ 8,700
2	BAGUETTE MOULD		EA	12	₹ 1,350.00	₹ 16,200
3	POUND CAKE MOULD Ind	500 gms to 600 gms	EA	6	₹ 425.00	₹ 2,550
4	SILICONE MAT	1x1 GN Pan Size	EA	4	₹ 895.00	₹ 3,580
5	MOULDS FOR MUFFING	100 GM SIZE	EA	30	₹ 350.00	₹ 10,500
6	MOULDS FOR MUFFING	40 GM SIZE	EA	30	₹ 450.00	₹ 13,500
7	BAKING TRAYS(Aluminium)	Gn Pan size	EA	12	₹ 850.00	₹ 10,200
8	BROWNE MOULD (SQUER)	100 GM SIZE	EA	24	₹ 350.00	₹ 8,400
9	SILICON SPATULA	HEAT RESISTANT HEAVY DUTY SMALL	EA	2	₹ 120.00	₹ 240
10	disposable PIPING BAGS		EA	10	₹ 60.00	₹ 600
11	NOZZLE SET		EA	1	₹ 550.00	₹ 550
12	STAR NOZZLE		EA	1	₹ 80.00	₹ 80
13	BEND PALETTE KNIVES		EA	3	₹ 350.00	₹ 1,050
14	PALETTE KNIVES		EA	6	₹ 325.00	₹ 1,950
15	AIR TIGHT CONTAINERS		EA	3	₹ 350.00	₹ 1,050
16	RING MOULDS 1 KG		EA	6	₹ 275.00	₹ 1,650
17	2 INCHES TART MOULDS		EA	24	₹ 60.00	₹ 1,440
18	DOUGH CUTTER different shape		EA	2	₹ 650.00	₹ 1,300
19	MEASURING SPOONS SET		EA	1	₹ 120.00	₹ 120
20	MEASURING CUPS SET		EA	1	₹ 180.00	₹ 180
21	TURN TABLE		EA	2	₹ 950.00	₹ 1,900
	STAFF EQUIPMENT	Description on PO	Unit	MAIN		₹ 0
1	STAFF DINING PLATES 5 COMPT SS	5 COMPT SS	EA	48	₹ 150.00	₹ 7,200
2	SS GLASS	100 ML CAP	EA	48	₹ 20.00	₹ 960
3	SS SPOON		EA	120	₹ 18.00	₹ 2,160
4	SS WATER JUGS	3 lt cap - 2.5 Litre	EA	2	₹ 370.00	₹ 740
5	TEA URN(STAFF)	10 LTS CAP	EA	1	₹ 1,950.00	₹ 1,950
6	CASSEROLE FOR CHAPPATI BIG		EA	1	₹ 1,800.00	₹ 1,800
	Particulars	Description on PO	Unit	MAIN		₹ 0
1	SS GASTRONOME PANS 1/3 with lid	65 MM	EA	24	₹ 355.00	₹ 8,520
2	SS GASTRONOME PANS WITH LIDS 1/3 GN	150 MM	EA	12	₹ 490.00	₹ 5,880

3	SS GASTRONOME PANS 1/6 GN WITH LID	100 MM	EA	12	₹ 290.00	₹ 3,480
4	SS GASTRONOME PANS 1/6 GN WITH LID	150 MM	EA	12	₹ 355.00	₹ 4,260
5	SS GASTRONOME PANS 1/9 GN WITH LID	100 MM	EA	12	₹ 260.00	₹ 3,120
6	SS GASTRONOME PANS 1/1 with lid	65 MM / 2INCH	EA	12	₹ 730.00	₹ 8,760
7	SS GASTRONOME PANS 1/1 with lid	100 MM / 4INCH	EA	12	₹ 790.00	₹ 9,480
8	SS GASTRONOME PANS 1/1 with lid	150 MM/6INCH	EA	12	₹ 910.00	₹ 10,920
9	SS GASTRONOME PANS 1/1 with lid	200 MM/ 8 INCH	EA	12	₹ 1,150.00	₹ 13,800
10	SS GASTRONOME PANS 1/2 with lid	65MM / 2 inch	EA	12	₹ 470.00	₹ 5,640
11	SS GASTRONOME PANS 1/2 with lid	100 MM / 4 INCH	EA	12	₹ 535.00	₹ 6,420
12	SS GASTRONOME PANS 1/1 GN Perforated	150 MM PERFORATED	EA	1	₹ 755.00	₹ 755
13	S.S TRAY WITH LID	G.N PAN SIZE	EA	6	₹ 850.00	₹ 5,100
14	PRESSUR COOKER	20 LIT	EA	1	₹ 5,750.00	₹ 5,750
15	PRESSUR COOKER	5 LIT	EA	1	₹ 1,750.00	₹ 1,750
16	ALUMINIUM KADAI	22"	EA	4	₹ 2,750.00	₹ 11,000
17	ALUMINIUM HANDI	32"	EA	2	₹ 8,400.00	₹ 16,800
18	S.S MASALA DABBA WITH LID	1 KG	EA	24	₹ 350.00	₹ 8,400
19	S.S MASALA DABBA WITH LID	2 KG	EA	12	₹ 450.00	₹ 5,400
20	S.S DABBA WITH LID	5 KG	EA	12	₹ 950.00	₹ 11,400
21	S.S DABBA WITH LID	30 KG	EA	8	₹ 2,750.00	₹ 22,000
22	S.S DABBA WITH LID	50 KG	EA	2	₹ 4,500.00	₹ 9,000
23	S.S KADAI	22"	NO	2	₹ 5,500.00	₹ 11,000
24	DOMESTIC (MIXER PANASONIC) (SUJATA) HEAVY DUTY MIXER			2	₹ 5,250.00	₹ 10,500
					Basic Amount	₹ 6,45,230
TERMS & CONDITIONS					Discount in % or Amount	₹ 0.00
Payment Terms	70% Advance Balance 30 Days				Subtotal after discount	₹ 6,45,230
					Packaging & Freight	₹ 0
					IGST/CGST/SGST @ 12%	50344.8
					IGST/CGST/SGST @ 18%	40624.2
					GRAND TOTAL	₹ 7,36,199
Amount in words: Rupees Seven Lacs Thirty Six Thousand One hundred Ninety Nine Only						
SPECIFIC TERMS & CONDITIONS						
Warranty :	12 Months Warranty against manufacturing defects					
Delivery :	Immediate					
For SEMOLINA KITCHENS PRIVATE LIMITED						
Prepared By		Approved By			Authorised By	

GENERAL TERMS & CONDITIONS

Definitions

GOODS shall mean the materials, products or services to be purchased or to be supplied as specified in the PURCHASE ORDER and/or any part thereof.

PURCHASE ORDER shall mean the PURCHASE ORDER form, this document and any other document listed herein and shall constitute the entire agreement between the parties.

SUPPLIER shall mean any person or company having a contract for the supply of GOODS to PURCHASER.

Price

The price along with other terms & conditions as mentioned in the above Purchase Order herein shall be binding to the seller.

Delivery

Documents

The challan / Invoice should provide full particular of all articles with purchase order no. Obtain receivers signature and rubber stamp and attach copy of same with bill/invoices

Warranty

SUPPLIER warrants to PURCHASER and its clients that the GOODS shall comply in every respect with any specifications, drawings and other data forming part of the PURCHASE ORDER and shall be free of defective materials or workmanship and is complete without any omissions. SUPPLIER shall be fully responsible for making good immediately upon being notified by PURCHASER any omission and defects in the GOODS or any portion thereof which may appear or occur during the warranty period

SUPPLIER shall ensure that the warranty is directly extended to the PURCHASER and, at the PURCHASER's option, the PURCHASER may exercise any of the warranty herein directly against the manufacturer of the GOODS and its agents.

SUPPLIER's liability hereunder shall extend to all damages directly cause by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage. SUPPLIER shall not be liable for any indirect, remote or consequential losses.

License &

Permit

If execution of the PURCHASE ORDER requires any license or other permit issued in the country of shipment and/or origin, the PURCHASE ORDER shall be conditional upon such license or other permit being available at the relevant time. SUPPLIER shall be fully responsible for obtaining the necessary license and permit.

Confidentiality

Any PURCHASE ORDER placed by the PURCHASER including all accompanying designs, drawings, specifications and information which may be treated as confidential and in particular the SUPPLIER shall not make use of the PURCHASER'S NAME or the name of any companies associated with the PURCHASER for publicity purposes without the consent of the PURCHASER.

Insurance

SUPPLIER shall effect and maintain at its own cost, all applicable insurances as required by law and to cover SUPPLIER's responsibilities and liabilities under the PURCHASE ORDER. Nothing contained herein shall serve in any way to limit or waive SUPPLIER's responsibilities or liabilities under the PURCHASE ORDER.

Safety

Where a service is being provided on property occupied by PURCHASER, SUPPLIER shall be responsible for the safety of all persons engaged on the work, and all persons who may be affected by activities of SUPPLIER and shall comply with all PURCHASER's safety regulations and procedures.

Waiver

Any waiver by PURCHASER to any breach of the PURCHASE ORDER shall not constitute a precedent nor bind the parties to any subsequent breach by SUPPLIER.

Force Majeure

Neither party shall be liable for any failure to fulfill any term of the PURCHASE ORDER if fulfillment has been delayed interfered with or prevented by force majeure. Force majeure may only be involved if the event preventing the fulfillment is due to no fault of the obligor, is not for his risk and has occurred since the obligation came into being.

Liability &

Indemnity

SUPPLIER shall be responsible for and shall indemnify PURCHASER from and against all claims, proceedings, demands and causes of action in respect of any damage, loss or injury (including death) to any person or property arising out of SUPPLIER's negligence, acts or omissions, without regard to whether any negligence, act or omissions of PURCHASER contributed to such injury, death or property damage.

Change

PURCHASER reserves the right at any time to make changes in the PURCHASE ORDER or any part thereof.

No change to or modification of the items, specifications, terms, conditions and prices appearing in the PURCHASE ORDER shall be binding upon PURCHASER unless expressly agreed in writing by PURCHASER. SUPPLIER shall promptly notify PURCHASER in the event that any GOODS subject of the PURCHASE ORDER are affected by changes in drawings, specifications or design, but SUPPLIER shall not without prior written consent of PURCHASER incorporate any such changes in the order.

Acceptance

In the case of GOODS delivered by SUPPLIER not conforming with the PURCHASE ORDER whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, PURCHASER shall have the right to reject such GOODS within a reasonable time of their delivery and inspection and to purchase elsewhere and to claim for any additional expense incurred without any prejudice to any other right which PURCHASER may have against SUPPLIER. The making of any prior payments by PURCHASER shall not prejudice PURCHASER'S right of rejection.

Termination

In the event of any breach of any of the terms and conditions of the PURCHASE ORDER including failure to deliver by the due date, then PURCHASER without prejudice to any other rights, may terminate the PURCHASE ORDER and may return GOODS previously supplied under the PURCHASE ORDER for full credit by SUPPLIER. In the event of termination due to non-delivery or non-acceptance due to SUPPLIER's breach of the terms and conditions hereof, SUPPLIER shall undertake to reimburse all monies paid by PURCHASER prior to the date of termination including all direct costs and expenses incurred by PURCHASER arising from or in connection with the termination.