

Hycons Bioenergy Private Limited

815, 2nd Floor, 100 ft Outer Ring Road, 7th block Banashankari 3rd Stage,
Bangaluru, Karnataka 560085, India



GENERAL TERMS & CONDITIONS OF PURCHASE

Hycons® Bioenergy Private Limited [GSTIN: 29AAFCH1326J1ZK]

(Applicable to all Purchase Orders unless expressly varied in writing)

1. Scope & Precedence

These General Terms & Conditions of Purchase ("GTCP") apply to all Purchase Orders ("PO") issued by Hycons Bioenergy Private Limited ("Buyer"). Any deviation shall be valid only if expressly stated in writing in the PO. Vendor's standard terms shall not apply unless accepted by Buyer.

2. Purchase Order Acceptance

The PO shall be deemed accepted only upon written confirmation. Commencement of work without written acceptance constitutes deemed acceptance.

3. Definition of Supply, Delivery & Acceptance

Supply is complete only when material reaches destination and is offered for inspection. Acceptance occurs only after verification against specifications and as per clause (6). All payments prior to acceptance are advances.

4. Payments & Payment Cycle

Payments are processed only on Tuesdays and Thursdays. Payments are final only after acceptance. Payments shall be used only for intended purpose.

5. Taxes, Duties & GST

GST will be paid only after supply and acceptance for the goods. For custom-made items, minimum 10% of the value plus GST payable after supply. Vendor responsible for all statutory compliance. On the event of rejection of Goods or service the transaction to be reversed as per statutory guidelines prevalent on the date of its effectiveness.

6. Installation, Commissioning & Performance

Installation date means actual production operation. Minimum 100 continuous operating hours required for commissioning the material shall be considered as finally handed over after this minimum continuous operating hour.

7. Maintenance, Spares & Consumables

Vendor shall define minimum guaranteed running hours. Until then, all spares, consumables, and maintenance included. Spares availability for 10 years mandatory.

8. Completeness & Scope Integrity

Any item required for complete and safe operation shall be deemed included even if not explicitly mentioned.

9. Vendor Expertise & Due Diligence

Vendor confirms specialist responsibility to verify specifications prior to acceptance. No escalation due to omissions.

10. Inspection & Acceptance Documentation

Formal written acceptance note must be obtained. Absence means supply not accepted.

11. Communication & Coordination

Vendor shall nominate minimum two contact persons for commercial, logistics, and technical coordination.

12. Dispatch, Logistics & Risk Transfer

Dispatch only after written clearance. Risk transfers only after delivery and acceptance.

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13. Cancellation & Termination

Buyer may cancel. Vendor liability limited to raw material cost and proven progress. Material handed over as-is.

14. Site Support & Handover

For material costing INR 3,00,000 and above, minimum three days site support required.

15. Warranty & Defect Liability

Vendor warrants goods free from defects. Defects to be rectified at Vendor cost.

16. Confidentiality & Intellectual Property

All information confidential. IP developed during execution vests with Buyer.

17. Force Majeure

Delays due to force majeure excused with timely notification and mitigation.

18. Indemnity & Liability

Vendor indemnifies Buyer against statutory, IP, injury, or third-party claims.

19. Governing Law & Jurisdiction

Governed by laws of India. Jurisdiction at Buyer's registered office.

20. Entire Agreement

These GTCP and PO constitute to an agreement along with the PO specific terms and conditions. Vendor terms excluded.