

Mr. Arunangshu Paul  
Manager, Sales and Marketing  
Cross World Power Ltd  
Plot 1/B, Road 90, Gulshan-2, Dhaka 1212

**Purchase Order**

PO number : GAL/B/0087/2021  
PO date : 16-06-2021  
Contact Person :  
Internal Reference Number: ,CWPL-AM/6411/20-R02F

Please deliver to:

**GLOBAL APPLIANCES LIMITED**

Factory Address:

Ghashirdia, Union Parishad-Ayubpur, P.S.-Shibpur,  
District-Narsingdi (adjacent to Dhaka-Sylhet  
Highway), Bangladesh

Kindly acknowledge the acceptance of this purchase order along with the clauses and prices. Any disagreement, should be notified to Global Appliances. The below items rate and quantity of Manufactured Local canopy for 650 KVA genset are to be delivered with the terms and conditions mentioned.

**Details of the material as follows:**

Item	Description	Order qty	Unit	Price per unit	Total Value
1	Local canopy for 650 KVA genset	2.00	Set	462,500.00	925,000.00
Sub total Without VAT		2.00			925,000.00
VAT (7.5%)					69,375
AIT (2%)					18,500.00
Total		2.00			1,012,875.00

In Word: Total Taka Ten Lac Tweleve Thousand Eight Hundred and Seventy Five Only.

**Note:**

- 1 Loading and unloading will be done by Cross World Power Ltd
- 2 Tax will be deducted as per Govt. rules.

**Mode of payment:**

- 100% of total value will be paid 15 days later after bill submission.

**Delivery Schedule : 15 Days from the date of PO**

**Terms & Conditions:**

- 1 Please quote the Purchase Order (P.O.) number on your challans, bills and on any other correspondence in connection with this order.
- 2 The Company does not accept any responsibility for any order unless it is issued on Company's official P.O. duly signed by authorized signatory. However no physical signature is required in case of electronic copy generated through system.
- 3 If scope involves any installation / commissioning activity by supplier in Company's premises, then use of PPE by the Supplier while doing such activity is compulsory. Equipment to be arranged by the Supplier on their own.
- 4 Before conducting any service activity in plant, supplier has to ensure that all work related applicable statutory compliances are being followed.
- 5 During commissioning activity in plant premises supplier has to ensure that all Rules & regulations set by the company is to be followed by the Supplier.

- 6 If the Supplier, by the terms of this P.O., is required to perform any work in the Company's premises, the Supplier shall be responsible for any damages or injuries to persons or property including Company's employees and property, caused as a result of fault or negligence or for any reasons whatsoever, including omission or commission in doing or complying with certain requisites, statutory or otherwise by the Supplier and/or his agents. Before commencing contract work the Supplier shall furnish to the Company policies of insurance showing that the Supplier has taken adequate cover for public liability, property damage and workmen's compensation and cover the risk to property and Supplier's employees.

- 7 Goods should be accompanied by all necessary delivery challans and duplicate copy of invoice in the formats and manner as prescribed in the relevant laws. Any loss of tax credit due to failure to furnish the necessary documents will be to the Supplier's account

8 Original copy of invoice in the formats and manner as prescribed by the relevant laws and/or commercial invoice together with a copy of delivery challan should be submitted to the accounts department within 7 days from delivery of the goods covered under this P.O.

9 Goods are to be delivered within the time specified in the P.O. failing which the Company shall be at liberty to cancel the order (in part or in full) and / or purchase the undelivered quantity of goods from other sources. The Supplier shall reimburse the Company the additional cost incurred by way of increase in price and incidental expenses in connection with such purchases from other sources, if any.

10 The Company reserves the right to cancel the P.O. or amend the quantities indicated in the P.O. arising out of any change in Company's sales requirements / manufacturing programmed or from any cause or causes beyond the Company's control

11 Goods not conforming to the Company's specifications / standards / pre-shipment samples are liable to be rejected and the Company's decision in this regard will be final. Rejected goods will be held at the Supplier's risk. Rejected goods must be collected back within seven days on receipt of intimation by the Supplier at his own cost and expenses, failing which the rejected material will be booked to the Supplier on freight to pay basis at Supplier's risk and cost. Upon rejection Supplier shall immediately reverse the invoices and issue credit notes and in case of advance payment shall repay advance so received before taking back the rejected goods. If any defects or discrepancies are notified in the supply at a later date, which went undetected at the time of supply, they shall be freely replaced by the Supplier.

12 The Company reserves the right to reject/accept goods delivered in excess of quantities ordered. If rejected by the Company, the Supplier shall comply with the requirements of clause 11 above pertaining to the manner in which the rejected goods are to be dealt with

13 Company's own offices, godown at Narshigndi address mentioned as above and Plant will remain closed on Fridays and other notified holidays. Goods will be accepted at destinations as mentioned in the P.O. on all working days between 9.00 am to 4.00 pm.

14 The Supplier shall be responsible to pay all extra expenses or any loss arising on account of improper/damaged packing.

15 All items manufactured by the Supplier according to the Company's blueprints, drawings/designs/ manufacturing data/specifications or information pertaining to therein furnished to the Supplier by the Company shall not be utilized by the Supplier or anyone on his behalf for sale, manufacture or for any other purpose unless agreed by the company in writing. All such blue prints/drawings/designs/prototypes/blocks/moulds etc. made by the Supplier against specific orders shall be the property of the Company and shall be returned to the Company on demand.



16 The Supplier guarantees that the sale or use of his products will not infringe any legislation, concerning patent, design copyright or trademark and undertakes to indemnify and keep the company indemnified against any action, judgement, decree, cost, claim, demand and expense resulting from any actual or alleged violation / infringement of statutes concerning patent, design or trademark, copyrights etc. The Supplier further undertakes at his own expense to defend or assist in the defence of any suit or action which may be brought in this connection against the Company by any third party

17 The Company reserves the right to cancel the P.O. or part thereof if a stoppage of Company's manufacturing, trading or distribution activities, in total or in part occurs due to fire, worker's agitation, strike, lockout, Government legislation, force majeure or from any cause or causes beyond the Company's control.

18 Any litigation arising out of or in connection with this order shall be subject to **DHAKA** Jurisdiction only

19 Packing & Forwarding charges are Included in PO Cost unless otherwise specified in the PO. No charges will be allowed for containers packing or crating unless specified in the P.O. Packing material used for supplies are on non-returnable basis unless otherwise agreed to by the Company in writing.

20 Freight charges in supplier scope without extra cost to customer.

21 Transit insurance will be covered by Supplier for all risks up to delivery center and insurance charges will be to the Supplier's account unless otherwise specified.

22 The terms and conditions indicated above supersedes all terms and conditions mentioned in the Supplier's/agents quotation/indent/invoice or any other documents pertaining to the transactions covered by this PO.

#### **SUPPLIER CODE OF CONDUCT**

This Supplier Code of Conduct ("Code") formalizes the key principles under which the Suppliers to Global Appliances Limited are required to operate.

This Code formalizes Global Appliances' practices and makes clear that, recognizing differences in cultures and legal requirements, we expect that wherever our suppliers are located, producing products for us, producing components that we use in our products, and wherever services are performed for us, that they are produced and/or provided in a manner compatible with the high standards that contribute to the outstanding reputation of our brands. Suppliers are required to comply with this Code and to have and maintain practices similar to those in Global Appliances limited

This Code applies to all Suppliers of Global Appliances including every facility of a Supplier.

Global Appliances strongly encourages suppliers to exceed the requirements of this Code and promote best practices and continuous improvement throughout their operations and those of their suppliers, service providers, and extended networks. If there is a conflict between applicable laws and this Code, or there is no local legal requirement, the stricter

#### **Laws and Regulations :**

Suppliers must operate in full compliance with all applicable laws and regulations of the countries in which they operate and also in full compliance with this Code.

#### **Corruption :**

Bribery, extortion and kickbacks are prohibited. Suppliers must comply with all applicable anti-bribery and anticorruption laws. Global Appliances is subject to the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits bribery of foreign government officials (including employees of state-owned enterprises). Improper payments by Suppliers can create FCPA liability for Global Appliances and Suppliers.

**Child Labor :**

Suppliers must comply with local laws regarding the minimum age of employees. The minimum age for workers must be the greater of: (a) 15 years of age or 14 years of age where local law allows such an employment age consistent with International Labor Organization guidelines; or (b) the age for completing mandatory (compulsorily) education; or (c) the minimum age established by law in the country of manufacture.

In addition, Suppliers must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, safety, working conditions, and the handling of certain materials.

**Forced Labor :**

Suppliers must not use any type of involuntary or forced labor, including indentured, bonded, prison, slave or human trafficked labor

**Harassment :**

Suppliers must treat all workers with respect and dignity. No work shall be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. In addition, Suppliers will not use monetary fines as a disciplinary practice

**Wage and Benefits :**

Suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime hours at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. In addition, Suppliers must provide accident insurance to their workers for work-related accidents and compensation for work-related accidents resulting in permanent disability.

**Hours of Work :**

Suppliers must ensure that on a regularly scheduled basis, except in extraordinary business circumstances, workers are not required to work more than (a) 60 hours a week, including overtime, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture. In addition, except in extraordinary business circumstances, all workers are entitled to at least one day off in every seven day period.

**Health and Safety :**

Suppliers must provide workers a clean, safe and healthy work environment in compliance with all legally mandated standards for workplace health and safety in the countries in which they operate. This includes any residential facilities a Supplier provides to its workers

**Nondiscrimination :**

Suppliers must ensure employment - including hiring, payment, benefits, advancement, termination and retirement - is based on ability and not on beliefs or any other personal characteristics such as color, race, caste, religion, age, maturity, nationality, social or ethnic origin, status, sexual orientation, gender, gender identity or expression, HIV, marital status, pregnancy, political affiliation, military service (Veterans), union membership, disability or any other status or characteristic that is not related to the individual's merit or the inherent requirements of the job.

**Women's Rights :**

Suppliers will ensure women workers receive equal treatment in all aspects of employment. Pregnancy tests will not be a condition of employment and pregnancy testing - to the extent provided - will be voluntary and the option of the worker. In addition, workers will not be forced to use contraception.

**Freedom of Association and Collective Bargaining :**

Suppliers must recognize and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association. Suppliers also must respect any legal right of workers to bargain collectively.



**Environment :**

Suppliers must comply with all local environmental laws applicable to the workplace, the products produced, and the methods of manufacture. Additionally, Suppliers must not use materials that are considered harmful to the environment, but should encourage the use of processes and materials that support sustainability of the environment.

**Subcontracting :**

Suppliers must not use subcontractors to manufacture Global Appliances products or product components that contain **Whirlpool's and Transtec's** trademarks or tradenames without prior approval from Global Appliances, and only after the subcontractor has agreed to comply with this Code. Suppliers must ensure that their suppliers, service providers, and extended networks have ethical and business practices that are similar to Global Appliances' practices.

**Communication :**

Suppliers should communicate, through their existing ethical operating standards/practices or through this Code, so that their workers, supervisors and permitted subcontractors are aware of the expectations /requirements detailed in this Code.

**Monitoring and Compliance :**

Global Appliances will take affirmative measures, such as announced and unannounced inspections of production facilities, to ensure compliance with this Code. Suppliers must allow employees from Global Appliances or its designated representatives full access to facilities, documents, worker records and workers for confidential interviews in compliance with local laws. In certain circumstances, Global Appliances may require Suppliers to allow Global Appliances' customers to accompany Global Appliances' representatives during an audit. Those customers may also require full access to facilities, documents, worker records and workers for confidential interviews in compliance with local laws under the terms of a customer's code of conduct.


Suppliers are expected to take necessary corrective actions to promptly remedy any identified noncompliance. Global Appliances reserves the right to terminate its business relationship with any Supplier who is unwilling or unable to comply with this Code when termination is allowed by local laws.


Received and Accepted

For Cross World Power Ltd

For Global Appliances Limited

  
Ikhtiar Hossain  
Executive Director Technical

  
Shakil Ohoudhury  
CFO, TEL

  
K M Mahbubur (Faisal)  
DGM Project Engineering