

RELIANCE RETAIL LIMITED
6- 3- 1090 / B, LAKE SHORE TOWERS
RAJBHAVAN ROAD, SOMAJIGUDA

HYDERABAD - 500082 , Telangana India
Telephone :

WORK ORDER

To 10293103 JYOTHI FACILITY MANAGEMENT PRIVATE PLOT NO 65 2ND FLOOR SHAKTI SAI NAG MALLAPUR MALKAJGIRI, 500076 Hyderabad TELANGANA Pin Code: 500063 INDIA PHONE : E-Mail : Durgarao.jyothifm@gmail.com PAN No. : AAFCJ4631G Vendor Status: 01 - REGISTERED GSTIN No: 36AAFCJ4631G1ZO Attention :	Work Order No. : PG8/4503711621 Date: 29.07.2022 Site: TY5S
	Contractor's Quot. Ref : Date : Our Ref :

In accepting this WORK ORDER, CONTRACTOR agrees to furnish the GOODS/Do WORK specified in full accordance with all conditions set forth herein and / or attachments hereto. All drawings, designs, specifications and other data prepared by OWNER and related thereto are the property of the OWNER and must be returned to OWNER upon completion by CONTRACTOR of the obligations under this WORK ORDER. The information contained herein is not to be released or disclosed for any other use or purpose other than for the execution of this WORK ORDER.

It is important that CONTRACTOR signs and returns the Work Order copy within three (3) days of receipt.

No other form of Order acceptance will be accepted. Failure to return the Order acceptance does not diminish the responsibilities as set forth herein, but may result in delay to any payment(s) that may be due and may be the cause for termination of this WORK ORDER.

For all correspondence, Please quote Contract/Work Order No.

For detailed commercial terms & conditions, please refer line items terms/enclosures.

WO Period From DT: 01.08.2022 To DT:31.03.2023	Value of Work	INR	39,008.00
	CGST	INR	3,510.72
	SGST/UGST	INR	3510.72

TOTAL ORDER VALUE: INR 46,029.44

Value in Words :(Rs. Forty Six Thousand Twenty Nine and Paise Forty Four only)

For other details, please refer line items.

Delivery Terms : N/A At Site
Engineer in Charge :

Payment Terms : See Page Inside

BUYER: Supriya Jadhav Phone :	for RELIANCE RETAIL LIMITED Authorised Signatory	CONTRACTOR'S Acceptance Signature Title Date
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No	Item Code	Material/Work Description HSN/SAC Code	Quantity	UOM	PriceDetails	Unit Rate	Amount (INR)
1		CAMC-TY5S (01.08.22 to 30.09.22) 998718	1	AU	Value of Work CGST SGST/UGST	INR/AU % %	9,752.00 877.68 877.68
The item covers the following Work :							
10	3001342	CAMC ELEVATORS WITH SAC CODE 998718	2	MCM	- Machine Month Net value of item	4,876.00	9,752.00
2		CAMC-TY5S (01.10.22 to 31.12.22) 998718	1	AU	Value of Work CGST SGST/UGST	INR/AU % %	14,628.00 1,316.52 1,316.52
The item covers the following Work :							
10	3001342	CAMC ELEVATORS WITH SAC CODE 998718	3	MCM	- Machine Month Net value of item	4,876.00	14,628.00
3		CAMC-TY5S (01.01.23 to 31.03.23) 998718	1	AU	Value of Work CGST SGST/UGST	INR/AU % %	14,628.00 1,316.52 1,316.52
The item covers the following Work :							
10	3001342	CAMC ELEVATORS WITH SAC CODE 998718	3	MCM	- Machine Month Net value of item	4,876.00	14,628.00
					Total Value of Work	INR	39,008.00
					Total CGST	INR	3,510.72
					Total SGST/UGST	INR	3,510.72
Total Order Value:						INR	46,029.44

Terms of payment :

Pro-rata payment(s) shall be made within 30 days from the date of receipt of GOODS, or receipt of correct invoice & dispatch documents whichever is later.

:
SLA Requirement / Mandatory Compliance:

SLA for Minor Faults-24 Hours (Minor Electrical Faults where Spare parts are not required for resolution)

SLA for major faults -72 Hours (Major Faults where spare parts are required to be replaced)

A) Liquidated damages # 1% per week to Max. of 5% of contract value for that equipment.

B) If you fail to provide the scheduled preventive maintenance services then, we shall deduct pro-rata amount from your bill for the number of services not rendered to us.

C) In case of any default in attending to the breakdown calls, LD clause as per Point (A) is applicable.

D) Any loss / damages to the machines occurred due to the negligence of your operator / mechanics / service personnel while operating or servicing the machine shall be at your own cost and consequences.

E) Your representative shall report to the Our Engineer-in-charge regularly and appraise of the difficulties, if any immediately in writing.

F) You shall observe all statutory laws viz PF, FPF, ESIC, Minimum Wages Act, Contract Act and all such Acts as may applicable to you from time to time. In case any complaint received from any such authorities regarding non-observance/non-compliance of any of the statutory provisions and any liability incurred thereon shall be recovered from your bills. In case of non-compliance of 100% amount shall be hold from the every bill & all statutory compliances duly certified by our Engineer in-charge.

Payment will be made against the bill with preventive maintenance service reports for the subject period.

In case of any future tax liability on account of taxes, interest and penalty due to any demand by any tax authority on account of this contract, contractor shall be responsible to discharge fully and Reliance shall not reimburse any such liability, except due to changes in statute.

The Equipment Fit for use certification to be provided by the service provider in their preventive maintenance report

Service Provider will also help Reliance to get PWD Certificate for new installation and also renewal after validity of expiry for which Reliance will bear the charges towards the same.

Date:

Reliance
Reliance Corporate Park,
Thane Belapur Road, Ghansoli,
Navi Mumbai- 400701

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Dear Sir,

Sub: Declaration for compliances of Annual Maintenance Work & Out of Scope Services

We have been awarded Work orders to render for Annual Maintenance Services of _____, _____
etc. Our Vendor codes are _____, _____. (Give all vendor Codes)

In this connection, we hereby declare that we render Services through our Direct employees and OR through our dealers and we take complete responsibility of all Labour Law related compliances related to these Direct employees as well as dealer employees. In the event of any non-compliance liability, notice, action etc by any Statutory Authority the same will be handled by us for our direct employees as well as the dealer employees.

We are also enclosing a Original Notarised Indemnity bond for your perusal.

Thanking you,

Yours faithfully
For _____

Authorised Signatory
Encl: a/a

(To be executed on Rs.500/- Non-Judicial Stamp Paper & to be notarized.
Initials of both parties to be put on each page of the indemnity bond)

(To be submitted by Contractor at the time of Work Commencement)

DECLARATION CUM INDEMNITY BOND

THIS DECLARATION CUM INDEMNITY BOND made at _____ by _____ having their
registered office / works at _____ hereinafter referred to
as "Contractor" (which expression shall unless it be repugnant to the context or meaning thereof,
be deemed to mean and include its successor/s and/or assigns) of the ONE PART (in case the
Contractor is an individual add executors and/or administrators).

In favor of

_____ a Company Registered under the Companies Act, 1956, and having its registered office at _____ hereinafter referred to as the "Company") which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns and successors) of the OTHER PART.#

WHEREAS the Company has entered into a contract with the Contractor for the _____. (hereinafter called the "Contract");

AND WHEREAS it is an essential condition of the Contract that the Contractor shall comply with all statutory requirements for the discharge and completion of the Contract, particularly the provisions of all labour and industrial laws, as may be applicable to the Contract from time to time in relation to the works and/or services covered under said Contract, including but not limited to the observance and compliance of The Contract Labour (R & A) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Employees Compensation Act.1923, and other labour laws applicable to the Contractor (hereinafter referred as the 'Laws').

AND WHEREAS the Contractor has agreed to execute this Declaration cum Indemnity Bond to the effect as stated hereinabove and has agreed to hold harmless, indemnify and keep the Company, its directors and employees and representatives indemnified against all third party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against the Company and/or the Management that may arise on account of the Contractor's failure to observe or follow the Laws.

NOW THIS DEED WITNESSETH AS UNDER:

1. In consideration of the Company awarding the Contract to the Contractor subject to the condition of execution of this Declaration cum Indemnity bond, the Contractor hereby declares and represents to the Company that the Contractor has obtained all statutory registrations, certificates, licenses and approvals required under the Laws enabling the Contractor to execute the Contract in a legal and lawful manner.

2. That in the event of any loss or liability arising or accruing to the Company on account of or by reason of the Contractor's failure to observe or non-compliance by the Contractor of any provisions of the Laws in connection with the performance of the Contract, then and in such an event, the Contractor shall bear and pay all liability(ies), if any, arising therefrom and that the Company, its directors, employees, representatives, shall not be liable for any such loss / liability(ies) in any manner whatsoever.

3. The Contractor agrees to indemnify and hereby keeps the Company and its directors, employees, representatives indemnified, defended and hold the Company and/or the officers of the Company harmless, against all losses, costs, damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, suits etc. which may be suffered, incurred, undergone and / or sustained by the Company including the costs and expenses that may be incurred by the Company in defending any such liability(ies) claim(s), proceeding(s) etc. that may be made or taken or arise out of the same by any person, body, authority, government, judicial / quasi-judicial authority due to the failure or non-compliance of the Contractor with any of the Laws and rules framed there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.

4. The Contractor hereby agrees and undertakes to make good to the Company all/any loss, damage,

claims, suits, demands, decrees, expenses that the Company may incur or suffer on account of the Contractor's failure to comply with the Laws to the fullest satisfaction of the Company and if the Contractor fails to make good the same, then the Company shall have the right to recover the same and/or any other loss sustained on account of the Contractor's failure, as aforesaid, without any restriction or limitation, together with any other incidental expenses, costs, and all incidental logistic expenses etc. that may be suffered by the Company from the Contractor.

5. The Contractor hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable and shall be final and binding on it / him, their heirs, executors, administrators, legal representatives, successors and assigns.

6. The Company shall be entitled to adjust and set-off all/any claims, demands, outstandings that the Company may have against the Contractor against any amount due and payable by the Company to the Contractor and the Company shall have the right to withhold any amounts due and payable to the Contractor, till the settlement of such claims, disputes to the satisfaction of the Company or alternatively, the Company shall demand sufficient security by way of Bank Guarantee or otherwise, from the Contractor towards discharge of such claims, outstanding obligations etc.

7. This Declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties with regard to this Declaration cum Indemnity Bond shall be resolved through the dispute resolution process mentioned in the General Conditions of the Contract (GCC).

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first hereinabove written. #

SIGNED SEALED AND DELIVERED
By the within named "CONTRACTOR")

(Authorised Signatory)
Rubber Stamp of Firm/Company
Name:
Designation:
Date :

In presence of
Witness
Name & Address of Witness
Signature

1. _____
2. _____

Annexures :

Compliance documents requirement from AMC Contractors: only once during the Financial year.

Sr. No. Documents

Initial / One Time Documents

1 Wage register/Payslip along-with Columns indicating PF A/c No. & I P No., separately for the workmen exclusively employed for our business & wages should be as per prevailing rate of Minimum wages notified by appropriate Government & No. of Days Certified by Reliance site in charge.

2 Indemnity Bond on Non-Judicial stamp paper of Rs.200/- duly notarized

3 PF Code Draft letter & Electronic Challan

4 ESIC Challan or Employee Compensation (WC) Policy

5 Labour Welfare fund challan (As & When applicable in respective States)

Compliance documentation for Corporate Vendors : Public Limited and listed companies (Only once in

- FY)
1. Indemnity Bond as per Annexure A below
 2. Copy of PF Code Draft letter, ESI Coverage letter
 3. A declaration on a prescribed format on the letterhead of the establishment. Format as per Annexure B, below alongwith IP Nos (Insured Person Nos, as issued by ESI Corporation)
 4. Workmen's Compensation Policy (If applicable i.e. in Non-ESI area or for employees drawing in excess of Rs.21000/-)
 5. In case the vendor is having his own Trust then declaration as per Annexure D, below

Compliance documentation for the dealers (Sub-contractors of AMC Contractors) (Quarterly basis to clear the next quarter invoices)

1. List of Dealers and their PF / ESI Code number
2. Copies of PF Challan , ESI challan

Annexure A

DECLARATION CUM INDEMNITY BOND

Date:

THIS DECLARATION CUM INDEMNITY BOND made at _____ by M/s _____ having their Office / works at _____ (hereinafter referred to as "Contractor" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective assigns, successors, executors and/or administrators) of the ONE PART in favour of _____, a Company Registered under the Companies Act, 1956, and having its factory / office at _____ (hereinafter referred to as the "Company", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns) of the OTHER PART.

WHEREAS the Company has entered into a contract with the contractor for the _____ . (hereinafter called the "Contract");

AND WHEREAS it is one of the conditions of the Contract that the Contractor shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the said contract by the Contractor including but not limited to the observance and compliance of The Contract Labour (R & A) Act, 1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, and other Labour Laws applicable to the contractor (hereinafter referred to as the 'Laws').

AND WHEREAS the Contractor has agreed to indemnify and keep the Company and the management indemnified against all claims, charges, penalty, fine or any other levy against the Company and/or the management due to the failure of the Contractor to observe or follow any legal and statutory provision and the Contractor has agreed to execute an indemnity bond to this effect.

NOW THIS DEED WITNESSETH AS UNDER:

1. In consideration of the Company awarding a contract to the Contractor subject to the condition of execution of this declaration and indemnity bond the Contractor declares and represents to the Company that the Contractor has obtained all statutory registrations, certificates, licenses and approvals required under the law enabling the Contractor to execute the contract in a legal and lawful manner.

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2. THAT in the event of any liability arising out of failure to observe or non-compliance of any such 'Laws' by the Contractor in discharge of the said contract, the Contractor shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the Company and the management shall not be liable for any such liability(ies). The Contractor agrees to indemnify and keep the Company and the management indemnified against all losses, costs, damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, etc which may be suffered, incurred, undergone and / or sustained by the Company including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that may be made or taken or arise on the same by any person, body, authority, government, judicial / quasi judicial authority due to the failure or non-compliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said contract.

3. This declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties as regards the contract of indemnity shall be settled in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, including the method and manner of appointment of the Arbitrator. The place of Arbitration shall be at _____ and the Courts of _____ shall have the proper jurisdiction.

IN WITNESS WHEREOF, the said Contractor has hereunto set their hand the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED
by the within named "CONTRACTOR")

(Authorised Signatory)
Rubber Stamp of Firm/Company

Name :

Designation :

in presence of

Witness

Name & Address of Witness Signature

1. _____

2. _____

To be executed on :

1. Rs.500/- Non-Judicial Stamp Paper

2. To be Notarised &

3. To put initial on each page of the indemnity Bond by Vendor

4. To be signed by the Vendor i.e. Proprietor/Partner/Director/Authorised Signatory

5. To put A) Names; B) Addresses & C) Signatures of 2 (Two) Witnesses

Annexure B

ON THE LETTERHEAD OF THE COMPANY

To

Reliance _____

Address

Dear Sirs,

Sub:Declaration

This is in reference to the service work order(s) awarded to us for various job work(s) to be carried out at Reliance _____ (Location)

These job(s) entail deputation of workmen at site.

The following persons have been deployed by us at Reliance _____, _____ site for the said

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jobs. Their details are as follows:

Sr.No. Name IP No (ESI No) PF Account No.

1.

2.

3. #

We also confirm that the deployed employees are our own and not sub-contractor's employees.

We hereby declare that we are complying with all the relevant statutory requirements as applicable under the respective Shops & Establishment Act, The Minimum Wages Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees State Insurance Act 1948, Workmen's Compensation Act 1923, and all other Industrial & Labour laws as applicable to us from time to time, for the discharge and completion of the said work(s).

We further wish to indemnify M/s Reliance _____ against all claim(s), charges, penalty, fine or any other levy against the Company and/or the management due to the failure to observe or follow any legal and statutory provision/or emerging out of any non-compliance and also confirm that in case the Statutory Authorities request you to submit these compliance documents, the said documents would be produced on demand, from our end.

Yours faithfully,

(Authorized signatory's stamp & sign)

Annexure C

Statutory Auditors Certificate

To: Name of the Reliance company from which the work order is issued

Address

Based on the records and information provided to us, we hereby certify that M/s _____ (hereinafter referred to as "Company") is in compliance with the all Provisions of Employees Provident Fund & Miscellaneous Provisions Act, 1952 and other labour laws as may be applicable to them in respect of all resources deputed by them at _____ (in respect of _____ employees) and we further confirm that

a. _____ (Vendor) has remitted EPF contributions in respect of all the employees as per Section 2 (f) at the applicable rates.

b. We further confirm that _____ (Vendor) has also complied with all applicable provisions of other relevant Labour Laws from time to time including but not limited to The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, Employee Compensation Act, 1923, ESI Act, 1948 etc. etc.

The above certification covers the period from _____ to _____.

For##.

Registration No.

Chartered Accountants

XXX

Partner

Membership no.:

Date:

Annexure D

CERTIFICATE ON THE LETTERHEAD OF THE EPF TRUST OF VENDOR

We the Trustees' of _____, hereby confirm and certify that the following employees have been enrolled and allotted Provident Fund Account No.s in our Trust and we have received the contributions for the period _____ to _____ as required to be received under Employees Provident Fund & Miscellaneous Provisions Act, 1952.

The details of the Indian employees are as under:

Sr.No.	Name of the employee	Indian	Date of Membership	PF Account No.	Remarks
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The information submitted above is True & Correct to the best of our knowledge.

For xxxxxxxxxxxx

Employer Trustee Employee Trustee

Note(S):

1. It is essential that the Contractor shall mention ItemNo. & Item code along with corresponding Material/Work Description and W.O.No. as mentioned above, in the Delivery challan (On-Shore Order), Measurement sheet and invoice for ease of material Inwarding, Certification of work and Bill Processing. Failure to do so may be the grounds for the rejections(s) or delay in release of payment(s).

GSTIN No.: 36AABCR1718E1ZQ
PAN No. : AABCR1718E

- As per recent amendment(s) in the Income-Tax Rules ("Rules") made vide the Income-tax (22nd Amendment) Rules, 2015, effective 1 January 2016. Rule 114B of the Rules as substituted, mentions transactions in relation to which Permanent Account Number (PAN) is to be quoted on all documents and includes sale or purchase of goods or services of any nature for an amount exceeding two lakh rupees per transaction (Sl. No 18 of the Table in Rule 114B).
- Rule 114C (2) of the Rules as substituted reads as follows: "Anyperson, being a person raising bills referred to at Sl. No 5 or 6 or 18 of rule 114B, who, in relation to a transaction specified in the said Sl. No., has issued any document shall ensure after verification that permanent account number has been correctly furnished and the same shall be mentioned in such document, or as the case may be, a declaration in Form 60 has been duly furnished with complete particulars". In case PAN is applied for and / or not available, Form 60 is to be duly filled and signed / verified and submitted with identity and address proof (KYC documents) as per the page 3 of form 60.
- You are therefore requested that your invoice / bill / payment acknowledgement / debit note / credit note, etc. should mention PAN of your entity as well as our PAN.

DEFINITIONS AND INTERPRETATION

1.1 Definitions:

The following terms, unless the context requires otherwise, shall have the following meanings:

- (a) ACCEPTANCE OF GOODS means (i) if acceptance criteria are set forth in this CONTRACT, the BUYER'S preliminary determination that the GOODS satisfy all such acceptance criteria, including commissioning and performance tests, if applicable; or (ii) if no such criteria are provided, the BUYER'S preliminary determination that the GOODS comply with all requirements set forth in this CONTRACT. ACCEPTANCE OF GOODS shall be evidenced by the issuance of an acceptance certificate by the BUYER.
- (b) AFFILIATE means, with respect to any PERSON, any other PERSON, directly or indirectly controlling, controlled by or under direct, indirect or common control with, such PERSON. For the purposes of this definition, #control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such PERSON, whether through the ownership of voting securities, by agreement with respect to the voting of securities, by other agreement conferring control over management or policy decisions, by virtue of the power to control the composition of the board of directors or managers, or otherwise. The terms #controlling" and #controlled" shall have correlative meanings.
- (c) BUYER means and shall include its successors and assigns. Terms such as 'Purchaser', 'Owner', or 'Customer', as may be used in any CONTRACT DOCUMENTS shall be construed to mean BUYER.
- (d) CHANGE is defined in Section 19.1.
- (e) CHANGE NOTICE is defined in Section 19.1.
- (f) CONFIDENTIAL INFORMATION is defined in Section 12.
- (g) CONTRACT means the totality of the agreement between the BUYER and the SELLER as expressed in the CONTRACT DOCUMENTS.
- (h) CONTRACT DOCUMENTS means the following and in the event of any conflicting provisions within the CONTRACT DOCUMENTS, the order of precedence of the documents shall be as provided below:
PURCHASE ORDER, including any amendments thereto;
SPECIAL CONDITIONS and annexures thereto;
GCP; and
any other document (A) referred to in any of the documents referred to in clauses (i) through (iii) above, or (B) agreed by the PARTIES to constitute a part of the CONTRACT DOCUMENTS and incorporated herein by specific reference.
- (i) DEFECT means any defect, deficiency, error, failure, flaw, omission, damage, fault, inadequacy or discrepancy in the workmanship or in the materials used in the fabrication and manufacture of GOODS or any part or component thereof and the word 'DEFECTIVE' shall be construed accordingly.
- (j) DELIVERY POINT is defined or described in the SPECIAL CONDITIONS.

(k) DELIVERY SCHEDULE is defined or described in the SPECIAL CONDITIONS.

(l) DELIVERY TERMS means the terms for the delivery of the GOODS, including the DELIVERY SCHEDULE, DELIVERY POINTS and locations and shipping terms, as set out in this CONTRACT. Except as otherwise specified in this CONTRACT, terms for the delivery of the GOODS shall incorporate the INCOTERMS.

(m) DISPUTE is defined in Section 18.

(n) DRAWINGS and DOCUMENTS mean the design calculations, drawings, analysis patterns, specifications, construction and fabrication drawings and documents, certificates, test results, installation, operating and maintenance manuals and any other documentation or materials prepared or provided by the SELLER under this CONTRACT (whether recorded in physical form or on electronic storage media).

(o) GOODS means each item to be provided to the BUYER by the SELLER, or by a SUB-SELLER on behalf of the SELLER, including raw materials, processed materials, equipment, components, fabricated goods, finished products, spares, DRAWINGS and DOCUMENTS, data, related firmware or software and any other documentation described in this CONTRACT.

(p) GOODS WARRANTY and GOODS WARRANTIES are defined in Section 9.

(q) GOODS WARRANTY PERIOD is defined or described in the SPECIAL CONDITIONS. (r) GENERAL CONDITIONS OF PURCHASE or GCP means this General Conditions of Purchase.

(s) INCOTERMS means the most recent International Commercial Terms published by the International Chamber of Commerce, Paris, which are in effect as on the date of the PURCHASE ORDER.

(t) INVOICE PAYMENT DETAILS is defined in Section 5.

(u) MAKE GOOD means to repair, correct, re-perform, replace, re-install or re-erect, as appropriate, any part, section, component or functionality of the GOODS, including all testing and re-testing related thereto, such that the GOODS fully comply and conform to the requirements of this CONTRACT.

(v) MALICIOUS CODE means any (i) computer virus, worm, bot or trojan or (ii) spyware, malware, malicious, destructive or corrupting code, program, or macro, or any other code, program or macro that is hostile or damaging to information systems or components thereof.

(w) PARTY means either the BUYER or the SELLER, as the context requires, and the PARTIES mean both the BUYER and the SELLER.

(x) PERFORMANCE SECURITY is defined in the SPECIAL CONDITIONS.

(y) PERSON means any individual, firm, corporation, limited liability company, voluntary association, partnership, joint venture, trust, limited organization, society, unincorporated organization, governmental authority or other legal entity or organization.

(z) PURCHASE ORDER means the document entitled #Purchase Order" to which the documents referenced in Section 1.1 (h) (ii) to (iv) are attached.

(aa) SCOPE OF SUPPLY means all of the requirements of the BUYER with respect to the supply of the GOODS by the SELLER as set forth in the CONTRACT DOCUMENTS.

(bb) SELLER means the PERSON with whom the BUYER has entered into this CONTRACT for purchase of the GOODS, as identified on the face of the PURCHASE ORDER, and shall include such PERSON'S successors and permitted assigns. Terms such as 'Vendor', 'Supplier' or 'Contractor' as may be used in any CONTRACT DOCUMENTS shall be construed to mean SELLER.

(cc) SITE means the BUYER'S premises at which the GOODS are to be stored, located or used as determined by the BUYER.

(dd) SPECIAL CONDITIONS means the document entitled #SPECIAL CONDITIONS" and attached to the PURCHASE ORDER.

(ee) SPECIFICATIONS means the description of the GOODS to be supplied under this CONTRACT, including, where appropriate, all specifications, requirements, technical standards, quality standards, performance standards, compatibility, interoperability, instructions, DRAWINGS and DOCUMENTS and other related criteria.

(ff) SUB-ORDER means an agreement entered into between the SELLER and a SUB-SELLER for the supply of raw materials, components, equipment, services or such other items as may be required by the SELLER to enable the fulfilment of the SELLER'S obligations under this CONTRACT.

(gg) SUB-SELLER means any third party from whom the SELLER sources raw materials, components, equipment, services or such other items as may be required by the SELLER to enable the fulfilment of the SELLER'S obligations under this CONTRACT.

(hh) SUPPORTING DOCUMENTS is defined in Section 5.

(ii) TAX or TAXES means all taxes, levies, cess, duties, fees, charges and other assessments imposed or assessed on or payable by the SELLER in any jurisdiction in relation to this CONTRACT or the SELLER'S performance of this CONTRACT.

(jj) TOTAL BASIC VALUE means the amount identified as the #Total Basic Value" set forth on the face of the PURCHASE ORDER, as the PURCHASE ORDER may be amended from time to time.

(kk) TOTAL ORDER VALUE means the amount identified as the #Total Order Value" set forth on the face of the PURCHASE ORDER, as the PURCHASE ORDER may be amended from time to time.

1.2 In this CONTRACT:

The singular shall include plural and vice versa, and words denoting natural persons shall also apply to partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations and other entities. All references to Sections, sub-sections, clauses, paragraphs and annexures are to Sections, sub-sections, clauses, paragraphs and annexures in or to this GCP unless otherwise specified. Reference to any statute shall include reference to applicable rules, regulations, ordinance, notification, orders or any other instrument having force of law prescribed, issued or passed under such statute with amendments thereto and replacements thereof. Unless otherwise required by the context in which any term appears, capitalized terms used in the CONTRACT DOCUMENTS shall have the meanings specified in this GCP, or if not defined in this GCP, as defined elsewhere in the CONTRACT DOCUMENTS. For the purposes of this CONTRACT, the words and abbreviations that have well-known technical or trade meanings used but not defined in this GCP or elsewhere in this CONTRACT, shall be construed in accordance with such recognized technical or trade meanings. The words #include" and #including" are to be construed without limitation. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The term #or" is not exclusive. The word #extent" in the phrase #to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply #if." The words #herein," #hereof" and #hereunder" and words of similar import when used shall refer to this CONTRACT as a whole and not to any particular Section or sub-section of this CONTRACT.

SUPPLY OF GOODS

The SELLER shall complete the delivery of the GOODS in accordance with the DELIVERY TERMS. All the obligations of the SELLER to be performed on the dates as specified in this CONTRACT, including the delivery of the GOODS in accordance with the DELIVERY SCHEDULE are essential conditions of this CONTRACT. The SELLER shall at all times comply with all applicable laws in the SELLER'S performance of this CONTRACT. The SELLER shall obtain or procure any and all licences, permits, consents and approvals which may be required by any governmental authority to enable the supply of the GOODS in accordance with this CONTRACT.

PRICE

Unless otherwise expressly stated in this CONTRACT, the prices and rates set forth in this CONTRACT for the GOODS are not subject to any escalation on any account, including due to any increase in the cost of production, raw materials, labour, TAXES, any fluctuations in exchange rates, changes in applicable law or any other reason. Unless otherwise specified in the SPECIAL CONDITIONS, all prices and rates set forth in the PURCHASE ORDER includes all packing costs, crating, handling charges or any other charges, and may, in accordance with the DELIVERY TERMS, include the costs of carriage/shipping of the GOODS and costs of insurance covering the GOODS. The SELLER shall ensure that the packing of the GOODS is as per the best standards in the industry for packing similar type of material, including that such packing is transport worthy. Neither the SELLER nor any other PERSON shall be entitled to any payments whatsoever towards any license fees, royalties, levies or the like for use of any intellectual property embodied or utilized in or for the use, operation, manufacture, fabrication, assembly or supply of the GOODS.

TAXES & DUTIES

The prices and rates specified in this CONTRACT include (i) all TAXES, and (ii) all withholding taxes or taxes deducted at source, as applicable, in India; with the exception of any taxes payable by the BUYER in India as specified in the SPECIAL CONDITIONS. The BUYER shall provide to the SELLER the certificates for the withholding taxes or taxes deducted at source, as applicable, in India deducted by the BUYER. Notwithstanding anything to the contrary in this CONTRACT, the SELLER shall be responsible for and shall bear and pay all TAXES imposed on the SELLER'S income, earnings or profits and the SELLER shall bear all withholding taxes or taxes deducted at source, as applicable, in India related to payments made by the BUYER to the SELLER. The BUYER shall deduct applicable withholding taxes or taxes deducted at source, as applicable, in India from payments due to the SELLER and deposit such withholding taxes or taxes deducted at source, as applicable, with the tax authority in India and pay the SELLER the net amount after deducting the applicable withholding taxes or taxes deducted at source.

INVOICING

The SELLER shall be entitled to raise invoices in accordance with the payment terms and invoicing instructions set forth in this CONTRACT. The SELLER shall provide the BUYER at the address specified in the SPECIAL CONDITIONS with correct invoices in triplicate along with all supporting documents required by the BUYER, including payment certification documents, shipping documents required for clearance of the GOODS, documentation required at the ports located in the country of the DELIVERY POINT and any other documents referred to in this CONTRACT or requested in writing by the BUYER (collectively #SUPPORTING DOCUMENTS"). Each invoice shall in all cases include all details requested by the

BUYER, including the PURCHASE ORDER number, details for making payment, including the name of the SELLER'S bank, account number, RTGS / NEFT code (as applicable), and SWIFT codes (collectively, #INVOICE PAYMENT DETAILS"). Payment of any invoice shall only be made after BUYER'S receipt of correct invoice containing all INVOICE PAYMENT DETAILS and accompanied by all SUPPORTING DOCUMENTS.

PAYMENT

Unless otherwise expressly stated in the SPECIAL CONDITIONS, the BUYER shall make payment for GOODS within thirty days after the BUYER'S receipt of a correct invoice covering such GOODS containing all INVOICE PAYMENT DETAILS and accompanied by all SUPPORTING DOCUMENTS. Payments of any invoice or other amounts to the SELLER shall not constitute ACCEPTANCE OF GOODS. To the extent that an invoice (i) does not include SUPPORTING DOCUMENTS or INVOICE PAYMENT DETAILS; or (ii) is otherwise incorrect or deficient, then the time period for payment of such portion of the corresponding invoice shall be suspended until thirty (30) days or such other period as agreed by the PARTIES after the date of receipt of the SUPPORTING DOCUMENTS or INVOICE PAYMENT DETAILS, or receipt of a correct invoice, as the case may be. Neither ACCEPTANCE OF GOODS nor payment for the GOODS shall mean that the GOODS comply with the requirements of this CONTRACT.

TITLE TO THE GOODS

Except as otherwise provided in this CONTRACT, title to and ownership of the GOODS shall transfer to the BUYER and the GOODS shall become the property of the BUYER upon the first to occur of the following events: (a) when BUYER pays for the GOODS or part thereof; or (b) when such GOODS or part thereof are delivered to the BUYER or to an agent or freight forwarder nominated by the BUYER. Upon transfer of title to the GOODS, the BUYER shall have absolute ownership and good, marketable and clear title to all such GOODS, free and clear of any and all liens, charges, security interests or any other encumbrances. The SELLER shall, at its sole risk and cost, either self-insure or purchase insurance for the GOODS against the risk of loss of or damage to the GOODS for the full replacement value of the GOODS until delivery thereof to the BUYER in accordance with the terms of this CONTRACT.

QUALITY

The SELLER shall supply the GOODS in accordance with the requirements of this CONTRACT, including with respect to the description, SPECIFICATIONS, and quality and standards as specified in this CONTRACT. Unless otherwise specified in this CONTRACT, the SELLER shall, at SELLER'S cost, examine, test, and inspect the GOODS.

GOODS WARRANTIES

1.1 The SELLER warrants that all GOODS shall: (a) be free from DEFECTS; (b) be new and unused, fit for the purposes intended; (c) comply with the requirements of this CONTRACT and applicable laws; (d) be provided with and accompanied by all DRAWINGS and DOCUMENTS as specified in this CONTRACT and all other information, necessary for the operation, maintenance, repair, storage and safe use of the GOODS; and (e) with respect to any firmware or software embedded or accompanying the GOODS, be free from and shall not contain any MALICIOUS CODE. The foregoing warranties are collectively referred to as #GOODS WARRANTIES" and individually as a #GOODS WARRANTY".

1.2 Without prejudice to any other obligations and liabilities of the SELLER, if the BUYER notifies the SELLER of any breach of any of the GOODS WARRANTIES, then SELLER shall, at its sole cost and expense, immediately following notification, but in any event within seven (7) days of such notification, take all actions and measures, to MAKE GOOD the breach without reducing the functionality of the GOODS or affecting the performance guarantees, if any, given by the SELLER with respect to the GOODS. The SELLER shall be liable for all costs and expenses relating to all MAKE GOOD activities and SELLER'S obligations under any of the GOODS WARRANTIES, including inspection, removal, warehousing, return, re-installation and all taxes, duties and levies. The SELLER'S MAKE GOOD obligations shall be applicable for one or more breaches of the GOODS WARRANTIES that existed prior to the expiration of the WARRANTY PERIOD and such one or more breaches were notified to the SELLER either during the WARRANTY PERIOD or within six (6) months after the expiration of the WARRANTY PERIOD.

PERFORMANCE SECURITY

The BUYER shall be entitled to make a claim and be permitted to draw the amount of such claim under the PERFORMANCE SECURITY, inter alia, in the event of SELLER'S failure of due and proper performance and observance of the stipulations, terms and conditions of this CONTRACT, including the occurrence of any event of default as set forth in Section 16.

INTELLECTUAL PROPERTY RIGHTS

The SELLER further represents and warrants and covenants that the GOODS, DRAWINGS and DOCUMENTS and the BUYER'S proposed use (as contemplated by this CONTRACT) of the GOODS and all other property provided by the SELLER under this CONTRACT, do not and will not infringe or misappropriate the intellectual property rights of any third party. The SELLER hereby grants to the BUYER a perpetual, irrevocable, non-exclusive, royalty-free, fully paid-up right and license, with the right to use, copy, modify and prepare derivative works of the SELLER'S intellectual property incorporated in the GOODS or the DRAWINGS and DOCUMENTS.

CONFIDENTIALITY

Save as expressly permitted by this Section, any confidential information of the BUYER (the #CONFIDENTIAL INFORMATION") disclosed to the SELLER shall not, without the prior written consent of the BUYER, be disclosed, used, copied, modified or otherwise transferred by the SELLER to any third party, other than to the SELLER'S AFFILIATES and the SELLER'S and the SELLER'S AFFILIATES' respective directors, officers and employees (i) who have a need to know in connection with the supply and/or usage of the GOODS under this CONTRACT, and (ii) who are bound by a written obligation of confidentiality to the SELLER no less restrictive than the provisions of this CONTRACT; in each case only to the extent necessary for the purpose of performing its obligations under this CONTRACT and for no other purpose. The SELLER agrees to protect the CONFIDENTIAL INFORMATION with the same degree of care that it uses to protect its own confidential information, but in all events will use at least a reasonable degree of care. Upon notice by the BUYER, the SELLER shall promptly return or destroy the CONFIDENTIAL INFORMATION as directed by the BUYER and provide a written confirmation thereof to the BUYER.

ETHICAL CONDUCT

In addition to the other representations and warranties contained in this CONTRACT, the SELLER further represents, warrants and covenants that: (a) neither the SELLER nor any of its AFFILIATES and to the best of its knowledge, none of its SUB-SELLERS, nor any of its or its AFFILIATES' or SUB-SELLERS' respective employees, officers, directors or representatives, has made, offered to make or agreed to make any loan, gift, donation, commission, kick-back, bribe or other payment or facility, directly or indirectly, whether in cash or in kind, to or for (i) any official, employee or representative of any governmental authority, (ii) any employee, officer, director or representative of the BUYER or its AFFILIATES, or (iii) any third party, by whatsoever name called, related to the negotiation or execution of this CONTRACT or in connection with the performance of this CONTRACT; (b) the SELLER will not, and it will cause its AFFILIATES and SUB-SELLERS, and its and their respective employees, officers, directors or representatives to not, make, offer to make or agree to make any loan, gift, donation, commission, kick-back, bribe or other payment or facility, directly or indirectly, whether in cash or in kind, to or for (i) any official, employee or representative of any governmental authority, (ii) any employee, officer, director or representative of the BUYER or its AFFILIATES, or (iii) any third party related to the negotiation or execution of this CONTRACT or in connection with the performance of this CONTRACT; and (c) if the SELLER learns of or has reason to know of any such payment, offer or agreement described in Section 13 (a) or (b) above, to make any such loan, gift, donation, commission, kick-back, bribe or other payment or facility to any of the persons described in Section 13 (a) or (b) above, it will immediately inform the BUYER in writing communicating to the BUYER all relevant information in respect of the above within the knowledge or possession of the SELLER. Without prejudice to the SELLER'S obligations as above, the SELLER agrees not to, and to cause its AFFILIATES and SUB-SELLERS not to, offer or give, or agree to give, to any employee, officer, director or representative of the BUYER any consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or performance of this CONTRACT, or for showing or refraining from showing favour or disfavour to any third party in relation to this CONTRACT.

INDEMNIFICATION

1.3 The SELLER shall defend, indemnify and hold harmless the BUYER from and against (a) any and all claims brought against the BUYER; and (b) any and all losses incurred or suffered by the BUYER, in each case for or relating to or arising out of sickness, injury to or death of any person, or damage to or destruction of property owned or leased by any person or entity, to the extent caused by the gross negligence or wilful misconduct of the SELLER or any SUB-SELLER.

1.4 The SELLER shall defend, indemnify and hold harmless the BUYER from and against (i) any and all claims brought against the BUYER; and (ii) any and all losses incurred or suffered by the BUYER, in each case for or relating to: (a) violation of any applicable laws by the SELLER or a SUB-SELLER, including any penalty, interest, tax or other charge that may be levied or assessed as a result of any delay or failure of the SELLER or SUB-SELLER to pay any TAXES payable by the SELLER or SUB-SELLER or file any return or information required to be filed by the SELLER or the SUB-SELLER under any applicable laws; and (b) failure of the SELLER to pay any PERSONS, including the SUB-SELLERS, furnishing labour, equipment, materials, software or intellectual property used by the SELLER in performing the SELLER'S obligations under this CONTRACT.

SUSPENSION AND TERMINATION FOR CONVENIENCE

1.5 Notwithstanding anything contained to the contrary in any other provisions of this CONTRACT, the BUYER may at any time upon prior written notice to the SELLER, terminate all or any part of this CONTRACT for convenience or suspend all or any part of this CONTRACT for such period of time as the BUYER may determine.

1.6 In the event BUYER terminates the whole or part of this CONTRACT, the SELLER shall, as and by way of full compensation for such termination, only be entitled to reasonable and necessarily incurred termination costs that are appropriately substantiated by the SELLER; provided, however, that the SELLER shall take all reasonable actions to mitigate any cost, loss or damage which the SELLER may incur as a result of such termination.

TERMINATION FOR CAUSE

The BUYER may, without prejudice to any other rights or remedies of the BUYER in this CONTRACT or at law or in equity, terminate this CONTRACT by a written notice of termination and without any penalty to, or payment obligation of, the BUYER (other than undisputed payment obligations outstanding as of the date of any such termination, with disputed payment obligations being subject to the dispute resolution provisions of Section 18) due to the occurrence of any of the following events: (a) the SELLER commences or is subject to any proceeding for relief from its creditors or bankruptcy; or (b) the SELLER commits any misrepresentation, fraud or wilful misconduct or breaches the provisions of Sections 7, 8, 9, 12 or 13, or any other material stipulation, term, or condition of this CONTRACT.

LIMITATION AND EXCLUSION OF LIABILITY

1.7 Subject to Section 17.2, the aggregate liability of a PARTY in respect of any and all claims or liabilities arising out of or in connection with any breach of this CONTRACT shall not, in the aggregate, exceed the TOTAL BASIC VALUE. The foregoing limitation of liability shall not apply to: (i) SELLER'S breach of Sections 11 and 13; (ii) all of the SELLER'S internal costs and expenses and TAXES in connection SELLER'S obligations under any of the GOODS WARRANTIES; (iii) any breach by the SELLER of applicable laws; and (iv) SELLER'S gross negligence, wilful misconduct, fraud or wilful misrepresentation.

1.8 Neither PARTY shall be liable to the other PARTY for any indirect, remote, special, exemplary or punitive damages or consequential damages of such other PARTY, such as loss of business opportunity, goodwill or loss of profits, provided however, the foregoing limitation and exclusion shall not apply to liabilities arising from the SELLER'S breach of Sections 11 and 13, or for SELLER'S, gross negligence, wilful misconduct, fraud or wilful misrepresentation.

GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This CONTRACT shall be governed by and construed in accordance with the laws of the Republic of India excluding its conflicts-of-laws provisions which would refer construction hereof to the laws of another jurisdiction. Any PARTY claiming that one or more questions, claims or differences of opinion (each a #DISPUTE") has arisen which is attributable to the construction, interpretation or performance or breach of the terms and conditions of this CONTRACT, then the PARTIES shall first make good faith efforts to amicably resolve the DISPUTE. If despite good faith efforts the PARTIES cannot amicably resolve the DISPUTE, then either PARTY shall have a right to refer such DISPUTE to arbitration by a sole arbitrator

to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Ahmedabad, Gujarat, India, shall be conducted in the English language and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator on any DISPUTE shall constitute an award and shall be final and binding on the PARTIES.

MISCELLANEOUS

1.9 The SELLER represents and warrants to the BUYER that (i) this CONTRACT has been duly authorized, executed and delivered by the SELLER and constitutes the legal, valid and binding obligation of the SELLER, enforceable against the SELLER in accordance with its terms; (ii) the GOODS comply with the requirements of this CONTRACT and applicable laws; and (iii) the SELLER will deliver to the BUYER good and marketable title to GOODS, and upon delivery, all GOODS shall be free and clear of any and all liens, claims, security interests, encumbrances and rights of third parties.

1.10 The BUYER may, at any time, by written notice to the SELLER signed by the BUYER'S authorised representative (#CHANGE NOTICE") direct changes to this CONTRACT (#CHANGE"), including changes in any one or more of the following: (1) the DRAWINGS and DOCUMENTS, SPECIFICATIONS or SCOPE OF SUPPLY; (2) any additions to or deletions from quantities ordered; and (3) the DELIVERY TERMS. Upon receipt of the CHANGE NOTICE, if no equitable adjustment is required, then the SELLER shall diligently implement and perform the CHANGE such that it shall meet all the performance obligations, including delivery of GOODS as agreed in this CONTRACT. However, if the SELLER believes that it is entitled to an equitable adjustment then the SELLER shall assert its claim for an adjustment for any CHANGE under this Section 19.1 within ten (10) days from the date of the SELLER'S receipt of the CHANGE NOTICE, accompanied by all documents (including technical documents and calculations) supporting or evidencing its claim. The SELLER shall not suspend or delay performance of this CONTRACT during the review, negotiation and settlement of any CHANGE. In the event of a DISPUTE in relation to the validity or interpretation of a CHANGE NOTICE or if the BUYER and the SELLER cannot agree on the terms of the CHANGE, then the BUYER shall have the right to direct the SELLER to implement such CHANGE and the SELLER shall be bound to implement such CHANGE notwithstanding such DISPUTE. The SELLER shall keep auditable records relating to the implementation of such CHANGE. Any such DISPUTE shall be subject to resolution in accordance with Section 18.

1.11 At the sole option and written direction of the BUYER, the SELLER shall store the GOODS up to sixty (60) days beyond the delivery dates stipulated in this CONTRACT, at no cost to the BUYER. The SELLER shall continue to maintain the insurance on the GOODS in accordance with Section 7 for the period of such storage. For storage after sixty (60) days, the SELLER shall be entitled to reimbursement of all direct out of pocket expenses and insurance costs incurred for storage of the GOODS beyond the initial sixty (60) days subject to production of evidence of such payment.

1.12 The BUYER may, at the BUYER'S option, offset any amounts due to the BUYER from the SELLER under this CONTRACT or any other purchase order or contract between the BUYER and the SELLER against any amounts due or to become due to the SELLER from the BUYER under this CONTRACT.

1.13 Neither PARTY may assign, transfer or delegate all or any portion of its rights or obligations under this CONTRACT in any manner, without the prior written consent of the other PARTY, except that this CONTRACT may be assigned or transferred in whole (both as to the benefits and/or the obligations contained therein) or in part by the BUYER to any AFFILIATE of the BUYER and/or to any leasing or financial institution without the consent or approval of the SELLER. Subject to the provision of this Section 19.4, this CONTRACT shall inure to the benefit of and be binding upon the successors and assigns of the PARTIES.

1.14 The performance by the SELLER of its duties and obligations under this CONTRACT is that of an independent contractor and nothing contained in this CONTRACT creates or implies an agency relationship or constitutes a joint venture or partnership between the BUYER and the SELLER. The SELLER shall have no right or authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the BUYER in any manner whatsoever.

1.15 No change, amendment, waiver or modification of this CONTRACT shall be valid or binding upon the PARTIES unless such change, amendment, waiver or modification shall be in writing and duly executed by the authorized representatives of both PARTIES. In case any one or more of the provisions contained in this CONTRACT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this CONTRACT, and this CONTRACT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

1.16 The obligations under this CONTRACT which by implication or by express stipulation of the PARTIES survive the termination or expiry of this CONTRACT shall be performed by the PARTIES even after the termination or expiration of this CONTRACT. In addition to and without limiting the generality of the foregoing, Sections 4, 7, 9, 10, 11, 12, 14, 17, 18 and 19 shall survive any termination or expiration of this CONTRACT or any portion thereof.

1.17 Nothing contained in this CONTRACT shall have an effect of limiting either PARTY'S remedies that are otherwise available to a PARTY in law or equity against the other PARTY. Neither this CONTRACT nor any provision thereof will be construed in favour of or against a PARTY due to that PARTY'S drafting of this CONTRACT or any provision thereof. No course of dealing or course of performance under any other contract between the PARTIES shall be considered in the interpretation or enforcement of this CONTRACT.

1.18 This CONTRACT embodies the entire agreement between the BUYER and the SELLER with respect to the subject matter of this CONTRACT and supersedes all prior agreements, understandings, commitments, promises, representations, negotiations, discussions and correspondence, whether oral or written, between the PARTIES with respect to the subject matter hereof, including any other conditions proposed by the SELLER on the SELLER'S invoices, standard forms and correspondence with the BUYER. Nothing contained in any invoice or other document signifying the agreement, acknowledgement or confirmation, or conditional acceptance of this CONTRACT by the SELLER or communication thereof shall have any effect of amendment or variation to this CONTRACT unless such amendment or variation is specifically accepted by the BUYER in writing and included in this CONTRACT.

WORK ORDER

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FORCE MAJEURE

For the purposes of this contract, an event of "force majeure" shall mean any strikes, work stoppages or other labor difficulties, fires, floods or other acts of God; acts of government or any subdivision or agency thereof; which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under this contract. Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Seller's supplies or reserves or any other supplies or materials of Seller shall not be regarded as an event of force majeure. The party affected by a force majeure event shall give notice thereof to the other party within (10) days following the occurrence thereof and shall apprise the other party of the probable extent to which the affected party will be unable to perform or will be delayed in performing its obligations hereunder. The affected party shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the other party prompt notice when that has been accomplished. Notwithstanding the foregoing within (5) days following Seller's declaration of a force majeure event which prevents its full and/or timely delivery of the goods hereunder, Buyer may at its option and without liability (1) require Seller to apportion among its customers the good available for delivery during the force majeure period; (2) cancel any or all delayed or reduced deliveries; or (3) cancel any outstanding deliveries hereunder and terminate this contract. After cessation of a force majeure event declared by Seller, Seller shall, at Buyer's option but not otherwise, be obligated to deliver goods not delivered during the force majeure period. After cessation of a force majeure event declared by the Buyer, neither party shall be obligated to deliver or purchase goods not so delivered and purchased during the force majeure period.

ANNEXURE FOR SITE DETAILS

Site	Site Name	Address	Site GSTIN No.
TY5S	KFPL Kukatpally Womens World	Reliance Retail Limited Divya Chamber H No 347/ Mig 1 Kphb Colony Kukatpally Hyderabad TG - 500072	36AABCR1718E1ZQ