

# DAIMLER

Daimler India Commercial Vehicles Pvt. Ltd.

SIPCOT Indl Growth Centre, Oragadam, 602015  
Tamilnadu

SC: 15677264

PAMAC Finserve Private Limited  
Mr. Sameer Kudalkar  
A21, Shriram Indl Estate, 13 GD

400031 Mumbai

1560701351

## Purchase Order

Our Purchase Order Number	Date	Page
1560701351	03.06.2013	1 of 2
Our reference	Contact	
IPS/EI2	Mr. Kuldeep Sharma	
Telephone	Alternative mobile phone	
+91 44 49695387	+91 8754485689	
Telex	Net post code	
+91 44 42853620		
E-mail address		
kuldeep.sharma@daimler.com		
Your number	Date	Your reference
Contact	E-mail address	
Telephone	Alternative mobile phone	

Dear Sir/Madam,

Daimler India Commercial Vehicles Pvt Ltd., ("DICV") has offered the Vendor / Supplier to supply goods / Service to DICV as specified in this Purchase Order. The supply of Goods / Services covered under this P.O is meant for Daimler Financial Services India Pvt Ltd., ("DFS"), a group company of DICV and DICV has been authorised by DFSI for handling their procurement services. The supply of the Goods/Service by the Vendor/Supplier is exclusively governed and regulated by this Purchase Order, Special Purchase Conditions and General Purchase Terms and Conditions, annexed herewith and in case of any discrepancy or inconsistency, the documents shall prevail over each other in the priority listed before.

You will not receive any payment if you provide services out of the validity period which is mentioned in this Purchase Order

The invoice shall be in the name of "DFS" and payment will be effected directly by DFSI.

Taxes and duties extra as applicable

Discharge point / shipping address:

Daimler Financial Services India Private Limited, Millennia Business park, No 143, 602105 Chennai, Discharge point no. 0001

Date arrangements and technical further inquiries to: Vinayak, GO/IND, phone: +91 44 71118165, E-mail address: rajshree.vinayak@daimler.com.

1. Total value of this Purchase Order is INR 250,000.00
2. The above mentioned value is tentative only. The total basic amount in context to this Purchase Order should not exceed the above mentioned value of INR 250,000.00. DFSI reserves the right at any time to withdraw / shortclose its Purchase Order based on its requirement. At such an event there should be no claim for the balance amount.
3. All the payment will be as per actuals
4. Scope of work and price breakup as per "Annexure A"

Appendix:

- Attachment: "DICV IPS Special Purchase Conditions for Services 20111102"
- Attachment: "Annexure A"
- Attachment: "GBA"

Item	Code no. ES1-ES2-ZGS / Description / Dimensions / Deadlines	Quantity/Unit	Price/Unit
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# Purchase Order

SIPCOT Indl Growth Centre, Oragadam, 602015 Tamilnadu

Our Purchase Order Number: 1560701351 Date: 03.06.2013 Page: 2 of 2

SC: 15677264

PAMAC Finserve Private Limited

1.00	B 999612878300 ---- ECS Mandate verification DFS India Pvt. Ltd., Date of delivery: 31.12.2013	1 AU/one-time	Fixed price per 1 AU 250,000.00 INR
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The following conditions apply to all items unless a differing description is given.

Payment: 100% within 30 days from the date of invoice receipt and duly certified by DICV for service

Delivery: FH, Free delivery

Daimler India Commercial Vehicles Pvt. Ltd

Gopalakrishnan G

Authorized Signatories

G. Gopalakrishnan

Sr. Manager - Procurement

Daimler India Commercial Vehicles Pvt. Ltd.

Kuldeep Sharma  
Kuldeep Sharma

Manager - Procurement

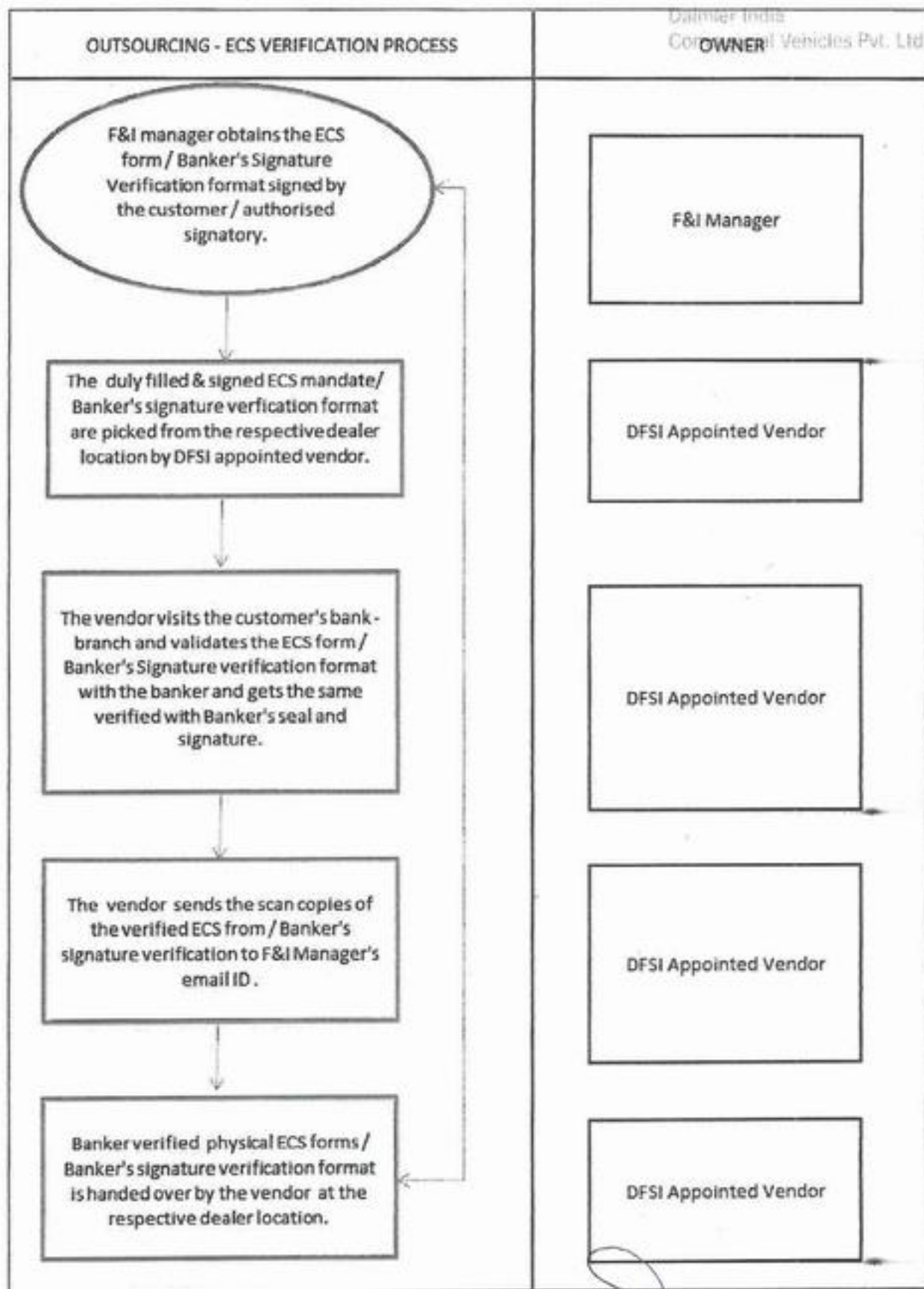
Daimler India Commercial Vehicles Pvt. Ltd.

03 JUN 2013

03 JUN 2013

ANNEXURE - A.

DAIMLER Po: No: - 15/0701351 DATED: - 03/06/13.



Corporate Office  
Unit 201, 2nd Floor, Campus 3B,  
RMZ Millennia Business Park,  
No.143, Dr. MGR Road, Porur,  
Chennai - 600096, Tamil Nadu, India  
Phone: +91 44 4559 6000  
Fax: +91 44 4285 3620

*Hoang*

*Sanjay*

Corporate Office  
SPECS Industrial Growth Centre, Oragadam,  
Nagpur Road, Singaperumbalur Taluk,  
Kancheepuram District, PIN - 602105,  
Tamil Nadu, India  
Phone: +91 44 4559 4000  
Fax: +91 44 4559 4881

# DAIMLER

Daimler India  
Commercial Vehicles Pvt. Ltd.

## Cost Analysis PAMAC :

ECS / Banker's Signature Verification Cost	
Vendor Proposals	PAMAC (In Rs.)
Cost per Verification	200 + Service Tax
Adhoc banker Charges at Actuals for verifications	Not applicable
Presence	Cost of Rs.275 & Additional TAT of 1 banking day for below 5 locations, viz., Goa , Karnal , Madurai , Raipur , Jamshedpur



Corporate Office:  
Unit 201, 2nd Floor, Campus 3B,  
RMZ Millennia Business Park,  
No.143, Dr. MGR Road, Perungudi,  
Chennai - 600096, Tamil Nadu, India  
Phone: +91 44 4599 0000  
Fax: +91 44 4285 3620



Registered Office:  
SIPCOT Industrial Growth Centre, Oragadam,  
Madurai Road, Senthurumbedi Taluk,  
Kanchipuram District, TN - 602105,  
Tamil Nadu, India  
Phone: +91 44 4909 4000  
Fax: +91 44 4909 4881



## GENERAL PURCHASE TERMS AND CONDITIONS

These General Purchase Terms and Conditions (hereinafter called "GPC") shall apply to the relationship between Supplier and Daimler India Commercial Vehicles Pvt. Ltd. (hereinafter called "DICV") save as varied by express agreement or by additional terms, if any, accepted in writing by both parties. This GPC shall be conclusive and binding between the parties and will override any other Terms & Conditions of the Supplier.

### 1. GENERAL

- 1.1 Orders and acceptance of orders, as well as any alteration or amendment thereof, must be made in writing in order to be effective. If acceptance of P.O. is not completed by the Supplier within 7 working days from the date of receipt of P.O., then the Payment payable under the P.O. will be deferred accordingly. Subsequent agreements made verbally shall only be valid when confirmed in writing by DICV. If the Supplier does not accept the Purchase Order (hereinafter called "P.O.") within 7 days of its submission, DICV shall be entitled to revoke the P.O. in writing. No increase in prices shall be permitted during the tenure of P.O.
- 1.2 All other additional terms and conditions shall be governed by Special Purchase Conditions of DICV (hereinafter called "SPC"), to which reference shall be made in the Purchase Order or hereinafter, where appropriate. In case of any discrepancy or inconsistency among the P.O., SPC and GPC, the documents shall prevail over each other in the priority listed below.
- 1.3 Any other general term(s) and condition(s) contrary to or different from these GPC or SPC will not apply and shall not form part of the P.O. between the Parties even if they were not rejected explicitly in any individual case, unless otherwise specifically agreed in Written Form.
- 1.4 All communications between DICV and the Supplier shall be in English language only.

### 2. BILLS AND INVOICES

The bills and invoices shall be made out and sent in duplicate clearly indicating the vendor code number, P.O. number & date, description of the arrangement, GST/VAT/GST, Excise Registration number, Service Tax Registration number, Permanent Account Number (PAN), Bank details including account number and IFSC code shall be sent to the Technical Contact person mentioned in the P.O.. Each consignment shall relate to one P.O. only.

### 3. PRICE & PAYMENTS

- 3.1 Payment terms will be as discussed and agreed and will be mentioned in P.O. In the event of any dispute as to dimensions, weight, quality, quantity, finish, colours, design or heading, and performance of services from the P.O., the said payment terms shall not be binding.
- 3.2 If any sum of money is recoverable from the amount payable to the Supplier, DICV shall be entitled to recover such sum from any sum due to Supplier or which at any time thereafter may become due to the Supplier, under this or any other purchase order. Should the sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to DICV on demand the remaining balance due.
- 3.3 Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Supplier's account.
- 3.4 If there is any change in tax structure notified by the Government and applicable to the arrangement covered under the P.O., then the same will be borne and paid by DICV.

### 4. EXECUTION OF P.O.

The Supplier shall comply with the latest accepted technical rules, safety regulations and the agreed technical data in respect of the goods or services to be supplied. If services on DICV premises are to be provided, the Supplier shall notify the coordinator appointed by DICV of the start and the scope of work involved and agree with the coordinator on how the work is to be conducted.

### 5. WARRANTY, LIABILITY AND INDEMNITY

- 5.1 Supplier warrants that it has and will maintain sufficient rights and interests in the Goods/Services provided hereunder, in order to grant the rights granted under this arrangement.
- 5.2 Supplier warrants that the Goods/Services are free from any defects in design, material and workmanship according to the agreed specifications, drawings, descriptions or samples, all technical standards applicable, the state of the art and the suitability for the purposes contemplated by the P.O. Supplier further warrants that the Goods/Services shall comply with all applicable national, state and local laws and regulations in the relevant sales markets related to the Goods.
- 5.3 Supplier further warrants that it has valid title to the Goods/Services and will deliver them free and clear of all liens and encumbrances, and that the Goods/Services will not infringe the patent, copyright or other intellectual property rights of any third parties.
- 5.4 The Supplier shall replace free of charge any part or parts found to be defective in quality, finish, colour, design, material or workmanship or in the event of the failure or indication of failure within a maximum period of 12 months from date of acceptance of Goods/Services (OR) as per the agreed warranty terms in P.O.
- 5.5 Supplier's responsibility under the said warranty shall be at its own option and cost, repair or replace any Goods found to be faulty as soon as possible after notification by DICV, but not later than twenty four (24) hours for critical or other emergency situation.
- 5.6 If the Supplier fails or refuses to fulfil its obligations under warranty, DICV may, in addition to exercising any other rights available to this arrangement, law and/or equity, at its option elect to have the defective Goods/Services replaced, repaired or corrected or by any third party, and the Supplier shall in such an event reimburse DICV for all costs and expenses incurred in connection with such repair, replacement, correction or performance. In the event repair, replacement, correction of the defective Goods/Services is not reasonably possible, the Supplier shall provide a cash refund for the price of the defective Goods/Services.
- 5.7 The Goods returned under warranty will be delivered to the Supplier at Supplier's expense and risk. The complete replacement Goods shall be delivered to DICV at Supplier's expense and risk.
- 5.8 The Supplier shall defend, indemnify and hold harmless DICV, from and against any and all damages suffered and costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, suit or proceeding brought against any of them based on the allegation that the use, sale, distribution or other disposal of the Goods furnished by Supplier under this arrangement constitutes an infringement of any intellectual property rights or applications thereof (including but not limited to patents, utility models, mask work protections, industrial designs, copyrights and trade marks) or an unauthorized use of know-how, trade secrets, or other proprietary rights.
- 5.9 The Supplier also agrees to indemnify and hold harmless DICV, for any loss of profit or any indirect, special or consequential loss, damage, cost, expenses or other claims (whether caused by the negligence of the Supplier, its agents or employees or otherwise) which arise out of or in connection with the breach of P.O./GPC/SPC terms and conditions including delayed supply of Goods/Services and quality of Goods/Services.

### 6. CONFIDENTIALITY AND ADVERTISING

- 6.1 The Supplier commit themselves to deem as business secrets and to keep confidential all commercial and technical information of DICV, which comes to their knowledge during the course of their business relationship, unless such information is or becomes public through no breach of the Supplier of any of its obligations and to keep such information confidential during the term of the P.O. and for a period of 5 (five) years thereafter.
- 6.2 The specifications, designs, manufacturing data, drawings, models, patterns, samples and similar objects relating to the Goods/Services and provided by DICV in connection with the performance of the P.O. shall at all times be the property of DICV and shall not be disclosed or made available or otherwise be made accessible to any third parties/Government Officials, without the prior consent of DICV in written form. Supplier will use and maintain all of this information in such a manner that it is ensured the same is not used for any purpose detrimental to the interests of DICV.

6.3 The Supplier agree that its personnel present in the offices of DICV (if applicable) will agree and abide by office discipline of DICV and will ensure that such personnel shall comply with the provisions of confidentiality with respect to all information that come into their possession or that comes to their knowledge while being present in the offices of DICV.

6.4 The Supplier shall also ensure that all its employees who are provided access to DICV's confidential information/proprietary information shall follow the confidentiality obligations imposed by DICV on the Supplier.

6.5 Sub-supplier, if any, shall be made to commit themselves accordingly to the confidentiality provisions contained in this GPC.

6.6 Unless otherwise agreed in written form or unless required by mandatory applicable law, Supplier will not in manner publish the fact that Supplier has furnished or contracted to furnish Goods/Services for DICV. Supplier will not use the name or trademarks of DICV, or its products in Supplier's advertising or other publication.

6.7 The provisions of confidentiality shall survive the expiration/termination/withdrawal of the P.O.

### 7. TRADE MARKS

Trade Marks of which the DICV is either the registered owner or registered user, if so approved by DICV shall be used by the Supplier only in the manner approved by DICV. The usage of trade marks in the manner not approved by DICV shall be strictly prohibited and in case of default, shall render the supplier liable to legal action.

### 8. THIRD PARTY RIGHTS

If the goods/services supplied are used within the scope of contractual terms, the Supplier shall be liable for claims resulting from the infringement of intellectual rights of third parties, either granted or applied for. The Supplier shall indemnify DICV from the use of such rights.

### 9. FORCE MAJEURE

9.1 In case Force Majeure arises, the time period for the fulfillment of any obligation, which is affected by Force Majeure, will then be extended by a reasonable period of time and no party (Supplier and DICV) shall be compensated for delay or non-execution of obligations due to such Force Majeure. However, the party affected by Force Majeure shall use its best efforts to minimize the consequences to remove the cause of non-performance.

9.2 Force Majeure shall, however, not relieve any party from its obligation to effect any obligation not affected by such Force Majeure and any contractual payment on the date when it is due except effecting of such payment hindered by Force Majeure (e.g. earthquake, fire, flood, accidents, war, and riots).

9.3 Should an event of Force Majeure continue for more than three (3) months, DICV shall have the right to terminate the pending P.O.s with the Supplier. In such a case, DICV shall pay to Supplier the price of goods/services delivered/completed in terms of the P.O. up to the date of termination.

### 10. ARBITRATION

The Parties shall endeavor to settle by mutual negotiations any claim, dispute or controversy (dispute) arising or in relation to P.O., GPC and SPC. That any claim, dispute or controversy which cannot be resolved through negotiations, the aggrieved party may refer the matter to arbitration as herein under provided. CEO or CFO or II of Procurement of DICV will appoint the Arbitrator, who will be the sole Arbitrator. The Arbitrator so appointed shall adjudicate the matter referred to him in accordance with the provisions of Arbitration and Conciliation Act, 1996. The Arbitration award shall be final and binding on the Parties. The Arbitrators shall have the power to o specific performance. The venue of such arbitration shall be at Chennai, India and each Party shall bear their costs and expenses. The Arbitration proceedings shall be conducted in English language.

### 11. GOVERNING LAW AND JURISDICTION

This arrangement shall be governed under Indian Laws. All disputes and differences arising out of the arrangement shall be finally resolved and decided by a Court of competent jurisdiction in Chennai only.

### 12. ENVIRONMENT, HEALTH & SAFETY

12.1 Supplier shall achieve exemplary environmental performance in all areas of operations and thereby meet statutory requirements. Supplier undertakes to comply with the applicable requirements in the ISO 9000 or system standards and ISO 14000 environmental system standards, or such equivalent standards as are specified by Supplier and agreed with DICV.

12.2 Vehicle carrying the goods ordered by DICV must have valid PUC certificate, RT/TC book and the driver should have valid driving license. DICV reserves the right to deny entry in its premises, if above conditions are not met.

12.3 OHSAS 18001: Supplier must ensure that the necessary PPE (Personal Protection Equipments) of state make/ISI certified equipment must be used appropriately by the Supplier personnel. In case of transport of hazardous/inflammable goods, you must ensure that the driver of the vehicle being used for transportation is trained for safety measures and for measures to be taken in case of emergency.

12.4 The Supplier shall ensure that all safety norms, environmental regulations are duly fulfilled when they perform the services at DICV's premises. They shall also ensure that all policies, rules and regulations relating to Environment and Safety of DICV are adhered to at the respective DICV's premises.

12.5 In case of any clarifications from the Supplier on applicable safety norms, environmental regulations, Supplier is required to contact DICV's Safety Office (safety@dicv.com).

### 13. NON-EXCLUSIVE

This arrangement is on a non-exclusive basis and does not prevent DICV from availing similar goods/services from any other person or party.

### 14. SEVERABILITY

Should one of the provisions of the GPC or SPC or of any additional stipulations agreed upon to or become invalid, the validity of the remaining part of these GPC and SPC shall not be affected thereby. The Parties are committed to replace the invalid provision by another provision with an equivalent commercial effect so far as possible.

### 15. AMENDMENTS

DICV reserves the right to add or amend or to add or to alter or modify or render inoperative any one or more of these terms by prescribing special conditions in the P.O. and to the extent such addition or modification is made altered and the additional clauses shall have effect.

### 16. SUSTAINABILITY CLAUSE

In addition to the above terms and conditions, the Supplier shall adhere to the standards and requirements of Daimler AG regarding sustainability and environmental protection as specified in MBST 36. Daimler AG is the holding company of DICV. The MBST 36 can be found in the Daimler Supplier Portal <http://www-download.daimler.com/docmaster/en/index.html>

### 17. COMPLIANCE WITH LAWS

The Supplier shall also comply with the requirements as set forth in the current version of Compliance with Laws, which can be found in the Daimler Supplier Portal <http://www-download.daimler.com/docmaster/en/index.html>

### 18. HOUSE-BAN CLAUSE

The Supplier has a duty to ensure that any employees used on site at DICV and/or that any employees given access to any IT-systems in connection with fulfilling the requirements of this P.O. must receive an admission and/or an authorization from DICV, individuals to whom DICV or DICV affiliate has declared a house ban, an admission and/or an access ban can not be used by the Supplier in the fulfillment of this P.O.



## SPECIAL PURCHASE CONDITIONS

This Special Purchase Conditions (hereinafter called "SPC") shall apply for manpower services to Daimler India Commercial Vehicles Pvt. Ltd., (hereinafter called "DICV") save as varied by express agreement or by additional terms, if any, accepted in writing by both parties.

### 1. GENERAL

- 1.1 All additional terms and conditions for manpower services ("Services") by the Supplier shall be governed by this SPC, to which reference shall be made in the P.O. or hereinafter, where appropriate.
- 1.2 Any other special conditions of the Supplier contrary to or different from this SPC will not apply and shall not form part of the P.O., even if they were not rejected explicitly in any individual case, unless otherwise specifically agreed in Written Form.

### 2. RELATIONSHIP

The relationship between the Supplier and DICV shall be on a Principal-to-Principal basis and does not create and shall not deem to create any Principal and Agent relationship or Employer-Employee relationship. The Supplier shall not by any acts, deeds or otherwise represent to any person that the Supplier are representing or acting on behalf of DICV.

### 3. PAYMENT TERMS:

- 3.1 DICV shall pay the service charges, as per the rates mentioned in the Purchase Order.
- 3.2 DICV shall make payment to the Supplier after deducting applicable taxes, if any. Necessary certificates for such deduction shall be provided by DICV to the Supplier.
- 3.3 The Supplier shall submit their invoices on the 5th day of every month for services rendered for the previous month (i.e. invoices of January by 5th of February) and DICV shall thereafter arrange to make the payment after the invoices are duly certified by DICV, unless otherwise specifically agreed upon as per the terms of the Purchase Order.
- 3.4 The service charges shall vary, if the number of personnel required to discharge the services are increased or decreased.

### 4. PERFORMANCE REVIEW:

DICV shall at any time carry out a review of the services performed by the Supplier. In case of any improvements/action points identified, DICV shall intimate the same to the Supplier and the Supplier shall immediately implement the same without fail.

### 5. REPRESENTATION AND WARRANTIES:

- 5.1 The Supplier represents that they have the necessary manpower, experience, expertise, systems and procedures to perform the Services and to the satisfaction of DICV.
- 5.2 The Supplier shall always meet the required standards and specifications agreed with DICV.
- 5.3 The Supplier represents that they are aware of all laws, regulations, orders, and other governmental requirements pertaining to performance of the Services.
- 5.4 The Supplier warrants that they shall obtain and/or will obtain all permits and licenses necessary to perform the services.
- 5.5 The Supplier represents that no actions have been brought or are likely to be brought against them that could prevent the Supplier from performing the services and/or have an adverse effect on DICV.
- 5.6 The Supplier represents that they are under no contractual or other restrictions or obligations which are inconsistent and/or interfere with the performance of the Services.

### 6. DUTIES AND OBLIGATIONS:

- 6.1 The Supplier shall carry out the obligations and functions pertaining to the Services in accordance with the guidelines, instructions and procedures, prescribed by DICV from time to time.
- 6.2 The Supplier shall provide sufficient number of manpower and agrees to increase or reduce the number of manpower in accordance with the requirements of DICV from time to time.
- 6.3 The Supplier shall, if required, depute their manpower at different shifts as per the requirements of DICV.
- 6.4 In case of any absence of Supplier's manpower, the Supplier shall immediately depute suitable alternate manpower to carry out the Services.
- 6.5 The Supplier shall always ensure that their manpower deputed are properly dressed with neatly ironed shirts and pants. The Supplier shall be responsible for providing their manpower with proper uniform and shoes, if required.
- 6.6 The Supplier shall be liable and responsible for payment of salaries and wages and other legal dues to their manpower and shall maintain proper books of accounts, records and documents as prescribed under various statutes, rules and regulations.
- 6.7 The Supplier shall ensure that all their manpower are duly covered by the protection given under various labour legislations. If the provisions of the Employees State Insurance Act, Employees Provident Fund Act & Miscellaneous Provisions Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act, Shops and Establishments Act and other labour legislations are applicable, then the Supplier shall comply with the provisions of the said Acts and Rules.
- 6.8 The Supplier shall always employ only competent persons with unblemished track record for carrying out the services. In the event of any adverse report about the deputed manpower, DICV shall immediately demand for replacement of such manpower within the time frame stipulated by DICV.
- 6.9 The Supplier shall not at any time use or attempt to use DICV's Trade Mark/name or logo for any purpose, including for the purpose of this Services unless specifically authorized by DICV in writing.
- 6.10 The Supplier shall ensure that all their manpower shall at all times abide by the rules & regulations and the policies as applicable at DICV's premises.
- 6.11 The Supplier shall ensure that their manpower shall at all times conduct themselves within the parameters prescribed by DICV and shall not commit, abet or permit the

commission of any illegal act while working and in the event of any illegal act being committed or abetted, the Supplier shall be liable for all consequences thereof and DICV shall not be liable either directly or indirectly.

- 6.12 The Supplier shall always employ personnel who has attained the age of majority as per law and undertakes not to act in violation of any Labour Laws or any other laws in force.
- 6.13 The Supplier shall ensure that the manpower employed by them acts in contravention of any of the instructions issued by DICV from time to time, or misbehaves or commits any fraud or is involved in any criminal or civil case. If the Supplier's manpower is involved in such activities, then Supplier shall indemnify and keep DICV indemnified from the consequences of any such act as a result of which DICV suffers any loss.
- 6.14 The Supplier shall ensure that their manpower while performing the services at DICV's premises shall observe the standard or cleanliness, decorum, safety and general discipline prescribed by DICV.
- 6.15 The Supplier shall engage sufficient supervisory personnel, if required to supervise the Services carried out by their manpower to ensure that the services are rendered to the satisfaction of DICV.
- 6.16 The Supplier shall ensure that their manpower shall not remain within the premises of DICV after completion of their working hours, unless warranted by DICV.
- 6.17 The Supplier shall ensure to prevent their manpower from entering the premises of DICV, if DICV considers their presence undesirable.
- 6.18 The Supplier's manpower shall not have any claim whatsoever on DICV, and shall not raise any industrial dispute, either directly or indirectly, with or against DICV, in respect of any of the service conditions or otherwise.
- 6.19 The Supplier's manpower shall not under any circumstances be construed as the employees of DICV and they shall not act in any manner act to make any third parties believe, that they are the principal employees of DICV.
- 6.20 The Supplier shall be solely responsible for any negligent act committed by your personnel within DICV's premises, which may result in bodily injury, loss to property, accident, death etc.
- 6.21 The Supplier understands that in case of death or bodily injury to any of their manpower, while carrying out the services, DICV shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any manner whatsoever.
- 6.22 The Supplier shall immediately notify DICV in writing if any of their manpower has committed any breach of the employment agreement or has committed any act amounting to moral turpitude or has been arrested by the police or removed from their employment or committed any act which in the Supplier's opinion affects the integrity of the person. DICV shall have the right to call upon the Supplier to replace any manpower who in the sole opinion of DICV, is jeopardizing the interest of DICV, and the Supplier shall forthwith comply with the demand of DICV.
- 6.23 The Supplier shall ensure that their manpower engaged shall not use any illegal or unlawful means in performing their obligations. For any illegal or unlawful acts, the Supplier alone shall be responsible for the consequences and agrees to indemnify and keep DICV indemnified, at all times against any suits, claims, demands, petitions, actions, proceedings etc, filed/initiated against DICV.
- 6.24 The Supplier shall take necessary insurance coverage for all their manpower, who perform the services including, Workmen Compensation Insurance, Employees State Insurance; and other General Liability Insurance.
- 6.25 Upon termination or expiration of this arrangement, the Supplier shall immediately cease to operate the Services and not hold yourself in any way as DICV's Service Provider, and refrain from any action that would or may indicate any relationship between you and DICV.
- 6.26 The Supplier is required to provide copies of necessary documents as and when called for by DICV, evidencing compliance with all statutory/labour laws and regulations.

### 7. ASSIGNMENT / SUB-CONTRACTING

The Supplier shall perform the Services on their own and shall not assign, transfer or sub-contract any of their rights and obligations, except with the prior written permission of DICV. However, DICV shall be entitled to assign/transfer its rights and benefits to any other person.

### 8. TERMINATION

- 8.1 DICV shall terminate the arrangement immediately without any further notice or payment in lieu of such notice, if the Supplier fails or neglects to observe or commits or allows to be committed any breach of the terms, conditions provision or stipulations of the Purchase Order, General Purchase Terms and Conditions and this SPC.
- 8.2 However, notwithstanding the above, either party may terminate this arrangement for convenience by giving one month's (30 days) notice in writing to the other party.
- 8.3 Upon termination of this arrangement, the Supplier shall not withdraw their manpower abruptly and shall ensure that the work or assignment undertaken by them shall be completed and there is no work pending which shall cause loss or inconvenience to DICV.
- 8.4 The expiration or termination of this arrangement order shall be without prejudice to the accrued rights of DICV.
- 8.5 In the event of termination of this arrangement for any cause whatsoever, the Supplier shall have no claim against DICV of any sum by way of compensation damages or otherwise.

### 9. WAIVER:

Any waiver by DICV of any breach by the Supplier shall not operate or be construed as a waiver of any subsequent breach or any other provisions hereof.

## Purchase Order confirmation

SC: 15677264  
PAMAC Finserve Private Limited, A21, Shriram Indl Estate, 13 GD, 400031  
Mumbai

Daimler India Commercial Vehicles Pvt. Ltd  
Mr. Kuldeep Sharma  
IPS/EI2  
SIPCOT Indl Growth Centre, Oragadam  
602015 Tamilnadu

1560701351

Your number	Date	Page
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Your reference	Contact	
IPS/EI2	Mr. Kuldeep Sharma	
Telephone	Alternative/mobile phone	
+91 44 49695387	+91 8754485689	
Telex	Int. post code	
+91 44 42853620		
E-mail address		
kuldeep.sharma@daimler.com		

Our Purchase Order Number	Date	Our reference
Contact	E-mail address	
Telephone	Alternative/mobile phone	

We agree to adhere to the terms of this Purchase Order, which includes without limitation:

- (a) General Purchase Terms and Conditions along with the terms and conditions contained in the web-links provided therein; and
- (b) Special Purchase Terms and Conditions.

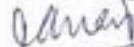
We supply and you purchase according to order

Number: 1560701351  
of 03.06.2013

the deliveries / services detailed under item(s) 1.00.

The prices / conditions agreed with you in this order shall apply to all deliveries / services provided within the periods stated therein.

For PAMAC-FINSERVE PVT. LTD.



Director

Place, Date Signature of supplier

