

Purchase Order

Phone	033 2442 7299	IEC Code:	0205025056
Fax	033 2442 0125	PAN:	AABC15168D
Email	purchase@vikramsolar.com	CIN:	U18100WB2005PLC106448
Web	WWW.VIKRAMSOLAR.COM	Our GSTIN:	24AABC15168D1ZU

Supplier Code : 1008280 INDUSUNO ONLINE PRIVATE LIMITED Alapati Ramarao Street PIN/ZIP Code:520003 City: Vijayawada,India Contact No:9205399100 Mail:Sales@indusuno.com PAN:AADCI9220N GSTN:33AADCI9220N1ZF	Receiver Code: Receiver Name:NTPC Kawas Power Plant Receiver Address:A/c. Vikram Solar Limited Aditya Nagar, District:Surat PIN/ZIP Code:394516 City:Bikaner India Contact No: Mail	Purchase Order: 4100002217 Order Date: 29.01.2022 Ship Via: Amendment No: Amendment Date: Reference No: CG-00051, NTPC Kawas
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Incoterms: DDP - At NTPC Site- Kawas

Agreement:

Item No	Material Code Description HSN Code	Delivery Date	Quantity	UOM	Unit Cost / Order Unit	Gross Value (INR)
1	110000002771 25X6 GI FLAT EARTHING STRIP 85351010 GS flat 25 mm X 6 mm (avg 85 Micron) Weight 1.2 Kg/ Meter.	20.02.2022	8,000	M	90.09 / M	720,720.00

Integrated GST	Rate 18.00%	Amount 129729.60	Additional Charges
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Net Value 850,449.60

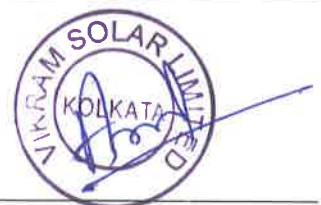
2	110000001121 G.I. EARTHING STRIP 50X6 85351010 50 X6 GS Flat for Riser (avg 85 Micron) Weight 2.358 Kg/ Meter.	20.02.2022	550	M	176.22 / M	96,921.00
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Integrated GST	Rate 18.00%	Amount 17445.78	Additional Charges
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Net Value 114,366.78

Contact :AMIT AGARWAL
Telephone :+91 033 40030409
Email :amit.agarwal@vikramsolar.com

Vikram Solar Limited
The Chambers, 8th Floor,
1865, Rajdanga Main Road,
Kolkata 700107
WEST BENGAL , India



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Item No	Material Code Description HSN Code	Delivery Date	Quantity	UOM	Unit Cost / Order Unit	Gross Value (INR)
3	110000007629 CU EARTHING STRIP 50X6 MM 85351010 50 X6 Cu Flat riser Weight 2.700 kg/ meter.	20.02.2022	850	M	2209.23 / M	1,877,845.50
Rate		Amount	Additional Charges			
Integrated GST		18.00%	338012.19			
Net Value		2,215,857.69				

TOTAL AMOUNT: 3,180,674.07

Amount in Words :INR THIRTY ONE LAKH EIGHTY THOUSAND SIX HUNDRED SEVENTY FOUR

Payment Terms: 100% Payment 90 days LC.

Header text: This is in reference to our enquiry vide email dated 08.12.2021 and your initial offer dated 08.12.2021 and final offer through Auction dated 18.12.2021 and subsequent discussion and confirmation.

Header note: CG-00051, NTPC Kawas

Shipping instructions: 1. Supplier Communication Address:
Contact Person : Mr. Bhanu Pratap Singh
Contact No. : 8471099148

Contact :AMIT AGARWAL
Telephone :+91 033 40030409
Email :amit.agarwal@vikramsolar.com

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Agreement:

Email Id : bhanu@indusuno.com

2. Bill to Address:
Vikram Solar Limited
268-270 G.I.D.C.
Pandésara Surat- 394221
Gujarat
GSTIN:24AABCI5168D1ZU

3. Communication Address:
Vikram Solar Limited
The Oberoi Corporate Tower, Building # 11, 4th Floor
DLF Cyber City, Gurgaon # 122001 Haryana
Contact Person: Mr. Jogender Singh
Contact no. 9830831177
Email Id:jogender.singh@vikramsolar.com

Site Contact Person: Mr. Aditya Dhaka
Contact no. 7605003386

4. Corporate Office Address:
Vikram Solar Limited
The Chamvers, 8th Floor
1865, Rajdanga Main Road

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Telephone :+91 033 40030409
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Terms of payment: Kolkata 700107

100% of basic order value with 100% GST will be paid through 90 days vendor bill discounting procedure through M1 exchange portal from the date of receipt of material at site in good condition.

90 days interest will be in scope of vendor only.

Payment will be done based on receipt weight at site basis . Any kind of deviation from actual weight will be will be adjusted from your invoice.

One set of documents shall accompany with the material at site and one set of documents to be submitted by supplier at our communication address comprising of the followings for processing of payment :

- Original Tax Invoice.
- Delivery Challan.
- Weight Slip .
- Test Certificate.
- Warranty Certificate & Galvanization certificate.
- Waybill.

The Test Certificate & warranty certificate shall be provided along with your original Invoice.

"The GST payment would be made on submission of proper documentary proof that the Vendors

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has filed/paid the GST/ GST Returns and invoices raised by supplier has been taken into returns and the inputs are duly reflecting in our GST2A, in case the due date for payment/filing of return has been passed" and vendor has not paid/filed the GST within due date.

The "Terms of payment" mentioned under this clause are elaborative/descriptive and will supersede the "Payment terms" mentioned above in PO.

Warranties:

Warranty 12 months from the date of receipt of material at site in good condition.

Other contractual stipulations:

1. You are requested to send, via mail a copy of this Purchase Order duly signed and stamped as token of your acceptance to amit.agarwal@vikramsolar.com and samir.bijali@vikramsolar.com within two days from the date of receipt of the Order else it would be deemed as accepted.

2. The Purchase Order No. must be mentioned in all your correspondences with Vikram Solar Limited pertaining to the above mentioned order.

3. You will conduct all tests as per VSL/NTPC specifications.

4. Inspection will be carried out as per approved MQP by VSL/ Customer or Customer nominated consultant. Inspection of the ordered materials will be carried out at your Works on receipt of inspection call letter from your end. Any delay due to failure in inspection will be attributable to vendor and cost of re-inspection will be borne by vendor (If applicable).

5. The prices are FOR site basis inclusive of Packing & Forwarding, Freight, Insurance and taxes. Prices are firm up to the complete execution of the order. No price variation for the agreed scope & quantity shall be applicable or admissible.

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6. Inspection will be carried out as per approved Quality Assurance & Inspection / Testing Plan by VSL/ Customer or Customer nominated consultant. Sample inspection will be done of strips at site after receipt of material to confirm the weight of material.
7. Black material thickness tolerance should be as per IS. Galvanization thickness is 85 micron (average).
8. Change in Law: Any additional cost or benefit impacting the contract price resulting from a "Change in Law", towards leviable taxes, including eligible credits, in respect of goods & services to be supplied under the contract, then the parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in Law".
9. Use of Company Name. Vikram Solar Limited expressly prohibits any direct or indirect use, reference to, or other employment of its name, trademarks, or trade name exclusively licensed to Company, except as specified in this Agreement or as expressly authorized by Company in writing. All advertising and other promotional material will be submitted to Company at least two weeks in advance and will only be used if Company consents thereto, which consent shall not be unreasonably withheld.
10. Drawings and Data. The Company normally supplies all necessary data for the proper installation, test, operation and maintenance of its Equipment. Portions of this data are proprietary in nature and will be so marked. The Vendor agrees to abide by the terms of such markings and to be liable for all loss or damage incurred by the Company as a result of the improper or

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unauthorized use of such data. The Company retains for itself all proprietary rights in and to all designs, engineering details, and other data pertaining to any Equipment specified in the contract and to all discoveries inventions, patent rights, etc., arising out of work done in connection with the contract and to any and all Equipment developed as a result thereof, including the sole right to manufacture any and all such products/Services.

DELIVERY HD: Delivery within 20 days from date of PO and Manufacturing Clearance.

Vendor cannot ask for delivery extension before despatch of material, in case he has already delayed the schedule.

Ld Clause: Liquidated damages for delay in Supply:

If supplier fails to deliver the equipment's within the time schedule he shall be liable for liquidated damage compensation @ 0.5% of the total order value for each week or part there off of delay, subject to maximum of 5% of the order value. The liquidated damages compensation are a genuine pre-estimate of loss agreed between the supplier & Buyer. The EPC Contractor shall deduct LD, if any, while releasing payments.

Grace period is one week for LD calculation

Risk Purchase:

If the supplier fail to supply the items ordered within the delivery date, the test results and/or inspection report of the equipment at the manufacturer's works OR the performance of the

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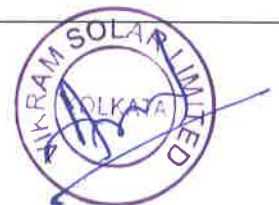
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equipment at the site during SAT is not in accordance with the specified technical parameters of the equipment under this Contract and the Vendor fails to remedy such non-performance within a mutually agreed time period or violate any of the terms and conditions of the purchase order, Vikram Solar reserve the rights to terminate the contract with 1 weeks' notice to initiate alternate procurement action by debiting the additional cost of the equipment or parts procured under this clause to the supplier's account.

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GENERAL TERMS & CONDITIONS FOR PURCHASE

1 Introduction:

These General Terms and Conditions of Purchase (the "#Conditions") shall, unless otherwise agreed in writing, apply to purchase of Equipment, Materials and Service Work by any one of VIKRAM group companies ("BUYER") from a Supplier/Seller ("Vendor"). Vendor's offers are non-binding until accepted and confirmed by a Purchase Order (#PO) issued by BUYER in compliance with these Conditions which is acknowledged by Vendor (any such acknowledged PO is a #Contract"). These conditions shall form an integral part of the Contract. Any change in the Conditions shall be agreed in writing and mentioned in the Contract.

2 Price:

- (i) The prices quoted in Contract shall solely apply. Additional purchase shall be invoiced separately.
- (ii) Prices shall include all applicable taxes, duties, freight, insurance costs and standard packing costs.

3 Payment:

- (i) Unless expressly agreed in Contract, payment shall be by bank remittance in Indian Rupees (INR) currency and to the bank account specified in the Contract.
- (ii) Invoices are payable within 30 days of the invoice date or date of despatch whichever is later. BUYER shall have no obligation to honour invoices for Equipment and Service Work at any increased price until such increase shall have been accepted and confirmed in writing by BUYER.
- (iii) All payments are made conditional upon acceptance by BUYER of the Equipment and Service Work specified in the Contract. BUYER shall be entitled to off-set against payments due hereunder any amount owed by Vendor to BUYER or arising out of BUYER's claim for damages against Vendor from this or any other transaction with Vendor.

4 Delivery:

- (i) The terms of delivery are as stated in the Contract. The obligation of the Vendor to meet the delivery dates, specifications and quantities set forth herein is of the essence of the Contract.
- (ii) Vendor shall notify BUYER immediately of any delay in delivery of Equipment or completion of Service Work. BUYER reserves the right to cancel the Contract if delivery is not made as requested.
- (iii) Equipment which is delivered in advance of schedule is delivered at risk of Vendor and may, at BUYER's option (a) be returned at Vendor's expenses for proper delivery (b) have payment therefor withheld by BUYER until the date that Equipment is actually scheduled for delivery or (c) be placed in storage for Vendor's account until delivery dates specified herein.
- (iv) Vendor may assign or sub-contract its rights or obligations under the Contract only with BUYER's written consent. Any such assignment or subcontracting shall not relieve Vendor from full responsibility for the performance of Contract.
- (v) All deliveries must be accompanied by a delivery note

stating BUYER's PO number as well as details of the nature and quantity of the contents. In the event that Equipment is delivered, a technical description and instructions for use shall be included free of charge. In case of software products, the delivery obligation shall only have been met once all the (systems and user) documentation has also been delivered. For programs that are specifically delivered for BUYER, the program shall also be delivered in source format.

(vi) Delivery of Equipment shall include standard packaging unless BUYER gives specific instruction otherwise.

(vii) When Vendor delivers Equipment or provides Service Work at VIKRAM/GTC/PURCHASE/2013/V2

BUYER's premises or project site, the Vendor shall obey directions for non-employees concerning security, environment and fire protection currently in force.

(viii) Within one (1) business day after Vendor delivers the Equipment to a carrier as per the agreed terms of the Contract, Vendor will send to BUYER a complete set of shipping documents including commercial invoices, packing list, air waybill, bill of lading, clean without notation necessary for release of Equipment to BUYER's custody.

5 Inspection:

- (i) Payment for the Equipment, Material, Services and workmanship delivered hereunder shall not constitute acceptance thereof. The Equipment, Material, Services and workmanship related to performance of this Contract shall be subject to inspection, tests and count by BUYER at any time or place at discretion of BUYER.
- (ii) If any of the material, equipment and services are defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, BUYER, in addition to its rights may reject the same for full credit or may re-work at Vendor's expenses or require prompt correction or replacement thereof at vendor's expense.
- (iii) Nothing herein shall relieve Vendor of the obligations to make full and adequate testing and inspection of equipment, material and services.
- (iv) Any equipment or materials rejected by BUYER shall be returned to Vendor at Vendor's risk and expense.

6 Acceptance:

- (i) Seller's acknowledgement, commencement of performance of Contract, or any conduct by Vendor which recognizes the existence of a Contract pertaining to the subject matter hereof shall constitute acceptance by Vendor of the Contract and all of its terms and conditions. Additional or different terms provided in Vendor's acceptance of BUYER's offer which vary in any degree from any of the terms herein shall be deemed material and are hereby objected to by BUYER without need of further notice or objection. Any such proposed terms shall be void, of no effect and not in any circumstances binding upon BUYER.
- (ii) The terms herein shall constitute the complete and exclusive statement of the terms and conditions of contract between BUYER and Vendor and may hereafter be modified only by



written instrument executed by the authorized representatives of BUYER and Vendor.

(iii) If the Contract shall be deemed an acceptance by BUYER in response to an offer by Vendor and if any terms herein are additional to or different from any terms of such offer, than the issuance of this Contract by BUYER shall constitute an acceptance expressly conditioned upon Vendor's assent to all the terms and conditions of this Purchase Order.

(iv) Additional or different terms or any attempt by Seller to vary in any degree any of the terms of this Contract shall be deemed material and are hereby objected to and rejected. Any such proposed terms by Vendor, whether by offer or acceptance shall be void unless expressly agreed in writing by an authorized representative of BUYER, and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties.

7 Changes:

(i) BUYER may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Material, Equipment or Services; reschedule the Services; or require additional or diminished services. Only authorized BUYER procurement representatives may issue changes to the Contract.

(ii) If any change causes an increase or decrease in the cost of, or the time required for, performing this Contract, an equitable adjustment for reasonable costs will be made in the Contract price, delivery dates or both, and this Contract will be modified in writing or electronically accordingly.

(iii) Any claim for adjustment under this provision may, at BUYER's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to BUYER within 30 days from the date of the receipt by Vendor of the BUYER-directed change to the Contract.

(iv) If the cost of property made obsolete or excess as a result of a change is paid by BUYER, BUYER may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding the impact of a change, Vendor will proceed diligently with its performance under this Contract pending resolution of the disagreement.

8 Limitation of Liability:

UNDER NO CIRCUMSTANCES SHALL BUYER OR BUYER'S CUSTOMERS BE LIABLE FOR ANY ANTICIPATED PROFITS OR FOR INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES. BUYER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE CONTRACT OR FROM THE PERFORMANCE OR BREACH THEREOF SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE EQUIPMENT, MATERIALS OR SERVICES OR UNIT THEREOF WHICH GIVES RISE TO THE CLAIM. BUYER SHALL NOT BE LIABLE FOR PENALTIES OF ANY DESCRIPTION. ANY ACTION RESULTING FROM ANY BREACH ON THE PART OF BUYER AS TO THE EQUIPMENT, MATERIALS OR SERVICES DELIVERED HEREUNDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

9 Indemnification:

Vendor agrees, except as prohibited by law, to indemnify, save harmless

harmless and defend BUYER from and against any and all demands, claims, suits, liabilities, expenses (including reasonable attorney's fees whether incurred when defending the claim or when enforcing the BUYER's rights of indemnity), or causes of action of every kind and nature whatsoever including without limitation those causes of action for bodily injury, death to persons, and damage to any and all property arising out of or in any way related to (a) Vendor's acts, errors, or omissions, or those of its employees, agents, subcontractors or vendors in the performance of the Contract, or (b) the delivery, condition, use or operation of the goods or services purchased hereunder, whether such goods are in the same mode as when delivered hereunder, whether they have been used in the manufacture, and become a part of equipment, machinery or goods sold by BUYER to third parties. Upon BUYER's demand (without regard to the real or apparent merits of the action) Vendor agrees to and will assume at its own expense, on behalf of BUYER, the defense of any court or governmental agency action which may be brought against BUYER in connection with the foregoing BUYER shall have the right to select its own counsel, and to have counsel separate from Vendor, all at Vendor's expense with respect to claims, judgments, suits or actions brought against BUYER by Vendor's employees. This indemnity shall survive delivery, performance and acceptance of, and payment for the goods or services provided hereunder.

10 Warranty:

(i) Vendor represents and warrants that all equipment, materials and services ordered or provided hereunder, whether or not of Vendor's manufacture, will conform in all respects to any specifications, drawings, samples, and other descriptions furnished to, or by, BUYER and will be new, unless specifically stated otherwise in the Contract, merchantable and free from all defects of any kind, nature or description for a period of one (1) year after the materials or services are accepted by the BUYER and/or BUYER's customer. If BUYER has furnished performance requirements for the equipment or materials purchased hereunder, Vendor further warrants that such equipment or materials goods shall be fit and sufficient for the purposes for which BUYER intends them.

(ii) Vendor agrees on notice from BUYER to promptly replace or correct defects in any equipment, materials or services not conforming to the foregoing warranty, without expense to BUYER. When equipment is modified, adjusted, repaired, or replaced or a service is re-performed, the modified, adjusted, repaired or replaced equipment or the re-performed service will be subject to the same warranties, the same conditions and the same remedies provided for the original equipment or service, provided that the warranty period for the modified, adjusted, repaired or replaced equipment or re-performed service shall be for the same duration as the warranty period for the original equipment or services extending from the date of modification, adjustment, repair or replacement of the modified, adjusted, repaired or replaced equipment or of the re-performance of the services; and provided further, that the warranty periods shall expire in no event later than twenty-four (24) months after the final acceptance by BUYER and/or BUYER's customer of the original equipment or original

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service plus the time (subsequent to the day written notice is received by Vendor of non performance or failure) taken by Vendor to modify, adjust, repair or replace the equipment or to re-perform the service, (iii) In the event of failure by Vendor to promptly correct defects in or replace non-performing goods or services, BUYER and/or BUYER's customer, after notice to Vendor, may make such corrections or replace such goods and services and charge Vendor for the cost incurred by BUYER thereby. Vendor agrees that all of its warranties shall survive delivery, inspection, test, use, or performance of, acceptance of, and payment for the goods and services provided hereunder and shall inure to the benefit of the BUYER, its successors, assigns, customers, and users of products sold by BUYER.

11 Passage of Risk and Title:

- (i) Irrespective of the agreed price terms the risk passes to BUYER in case of delivery without installation or assembly upon receipt at the delivery address given by BUYER and in the event of delivery with installation or assembly upon successful completion of BUYER's acceptance. Commissioning or use shall not replace BUYER's declaration of acceptance.
- (ii) We shall acquire property of the delivered goods after payment. Any elongated or extended retention of title shall be excluded.

12 Independent Contractor, Safety & Insurance:

- (i) In the event that it is contemplated or required that Vendor perform services by Vendor's employees, agents, sub-contractors on BUYER's property or the property of BUYER's customer; Vendor agrees that all such work shall be done as an independent contractor and that the person doing such work shall not be considered employees of BUYER or BUYER's customer.
- (ii) Vendor warrants that such persons shall be properly trained and shall adhere to BUYER's or BUYER's customer's standard safety policies. Vendor further warrants that it shall maintain all necessary insurance coverage, including public liability and Workmen's Compensation insurance. BUYER may require proof of such insurance satisfactory to BUYER.

13 Cancellation :

In addition to any other provision contained herein for the cancellation of the Contract, BUYER may cancel this Contract in whole or in part without cause upon ten (10) days written notice to Vendor, but in that event, BUYER shall pay to Vendor a proportionate amount of the Contract plus costs directly resulting from the termination, provided however, that in no event shall BUYER be liable for Vendor's commitments or production arrangements in excess of the amount, or in advance of the time necessary to meet BUYER's delivery schedule.

14 Waiver :

The failure of BUYER to insist upon strict performance of any of the provisions of the Contract, or to exercise any rights or remedies provided by the Contract, or BUYER's delay in the exercise of any rights or remedies shall not release Vendor from any of its responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any .

right by BUYER.

15 Repeated default:

If, after receipt of a warning letter, Vendor is late more than once in supplying Equipment, Material or Services or such Equipment, Material or Services are defective, BUYER shall immediately be entitled to rescind the Contract. In this case BUYER shall be entitled to rescind Contract with regard to future delivery of equipment, materials and services on basis of this or another contractual relationship, too.

16 Intellectual Property rights:

- (i) All intellectual property rights associated with any design, drawings, material or information, document or data provided by Vendor in connection with any equipment and services provided by Vendor shall remain Vendor's property. Vendor grants to the BUYER a royalty-free, non-exclusive and nontransferable right to use the design, drawings, material or information, document or data delivered for operation, maintenance and use of the Equipment and Services.
- (ii) Vendor agrees to indemnify and save harmless BUYER from and against any and all liability, loss, damage, costs, counsel fees or expense of whatever nature or character arising out of or occasioned by any claim or suit for damages, injunction or other relief, on account of the furnishing or use of any equipment, material, tool, method or process protected by patents, trademarks or copyrights of India or any other country, in the performance of the Contract. Vendor shall, at BUYER's request, but at Vendor's expense, assume the defense of such claim, suitor proceeding.

17 Confidentiality:

All information (whether technical, commercial or otherwise) shared by Vendor and BUYER of any nature during tendering or execution of the Contract may be treated as confidential. The confidentiality of Vendor's offer and BUYER's Contract should be maintained by both parties and in no case without seeking each other's written permission, Vendor or BUYER shall not share, disclose, reproduce, copied or circulate such confidential information.

18 Force Majeure:

BUYER may delay delivery and/or acceptance occasionally by any cause beyond its control.

19 Dispute Resolution:

All disputes shall be referred for arbitration. Arbitration shall be in accordance with Arbitration and Conciliation Act, 1996, as amended. The arbitral tribunal shall consist of three arbitrators, with both BUYER and Vendor appointing its nominee arbitrator and both the arbitrators appointing the third and presiding arbitrator. The venue of such arbitration shall be Kolkata and the language shall be English.

20 Governing Law:

The laws of India and the Courts at Kolkata shall have sole jurisdiction over all matters arising out of these Conditions and Contract.

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