



sterlite copper

CST No. DNH/CST/969
 TIN No. - 26000001017
 ECC No. - AACCS7101BEM057
 GSTIN - 26AACCS7101B1ZY

PURCHASE ORDER

TO, INDUSUNO ONLINE PVT LTD ALAPATI RAMARO STREET , GANDHINAGAR VIJAYWADA - 520003 PHONE NO :9717988356 EMAIL ID :ashish.jain@indusuno.com	PO.No. / PO.Date
	3300010876 / 30.09.2021
Contact Person : J Naveen Kumar Department : Purchase Direct No : 0260-6612422 Email id : J.NaveenKumar@vedanta.co.in Vendor Code : 13006826	

Vision 2020: To be the world's most admired copper producer, committed to create enhanced value to all stake holders ensuring excellence, innovation and sustainability.

Dear Sirs,

Please arrange to supply the materials/services listed below as per terms & conditions enumerated thereafter. This order is subject to terms & conditions listed in the annexure enclosed. We require an order acknowledgement for the following items.

Item	Material Description	Order qty	UoM	Unit Rate	Delivery Date	Net value INR
00010	110200420 DETECTOR,METAL,GARRETT SUPERWAND,PLSTC	2.000	NO		30.12.2021	
DETECTOR,METAL,TYPE: GARRETT SUPERWAND,APPLICATION: METAL DETECTION,MATERIAL: PLASTIC,SENSITIVITY: NA,ALARM INDICATOR: THREE-COLOR LED INDICATION GREEN LED = ON,OPERATING FREQUENCY: 95 KHZ,AUDIO FREQUENCY: 2 KHZ,QUIESCENT CURRENT: 9V,ALARM CURRENT RATING: NA,HUMIDITY RATING: 95,POWER SUPPLY: BATTERY,TEMPERATURE RATING: -35° F (-37° C) TO 158° F (70° C),WEIGHT: 18.6 OZ (.53 KG)						
Basic Price				31,300.00		62,600.00
IGST				18.00%		11,268.00
Total Item Value :						73,868.00
Duty&Taxes : 18% IGST Creditable						

Total Purchase Order Value :

INR 73,868.00

SEVENTY THREE THOUSAND EIGHT HUNDRED SIXTY EIGHT RUPEES ONLY

Summary :

Basic Price	62,600.00
IGST	11,268.00
Total Purchase Order Value :	INR 73,868.00

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FOR VEDANTA LIMITED

ACCEPTANCE BY SUPPLIER

Lead Materials SVS, Sterlite Copper

Authorised Signatory(with office seal)

Vedanta Limited (Formerly Known as Sesa Sterlite Limited)

Unit : Sterlite Copper; Works : 1/1/2, Chinchpada, Silvassa (UT of Dadra & Nagar Haveli) - 396 230

T +91- 260 661 2300; F +91-260 661 2360; www.sterlitecopper.com

Registered Office: 1st Floor,'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai- 400093.

CIN : L13209MH1965PLC291394

PURCHASE ORDER

PO.No. / PO.Date
3300010876 / 30.09.2021
Price Basis

FOR Free on Road

EnquiryNo./Quotation No.

Commercial NFA (Sterlite Copper) - NFA Task _- SC_NFA_COMM_CAS_1182021185139.._

Packing & Forwarding

Inclusive

Sales Tax

GST @ 18%

Packing Specifications

The goods purchased under this order shall be Roadworthy for transporting to Sterlite Copper site at Silvassa - Chinchpada.

Packing & Labeling.

1. All goods purchased here under must be packed and packaged as per contract to ensure its safe delivery in accordance with good commercial practice and where incorporated, the company's packaging specification.
2. The Supplier shall ensure that all the packaging requirements as per ISO: 14001, OHSAS: 18001 Standards are met by him and shall ensure that there shall be no spillage or leakage of Goods during loading, transit and unloading.
3. The general specification of packing and marking in respect of Goods shall be as per the prevailing best Industry Practices and in accordance with the prescribed specifications. The Goods shall be packaged by the supplier so as to ensure that they will be in good condition upon arrival at their destination and shall be accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, number of packages and contents.
4. The Buyer has a policy of #Green Purchase#. The supplier shall pack Goods with use of bio-degradable or #green# materials and if unavoidable and necessary may use polyethylene sheets of more than 40 microns for packaging.
5. The supplier shall mark on all containers, handling and loading instructions, shipping information, part number, purchase order number and item number, quantity in box, shipment date, and names and addresses of each shipment. Each packing slip shall include; this Order number, quantity, item description, Order date, shipping date and delivery address, but shall not include pricing information.

The supplier shall ensure that Material Safety Data Sheet (MSDS) is sent along with the Goods supplied, and all precautionary measures are taken for all Hazardous Goods & notified Goods as per relevant rules and regulations in force.

Mode of despatch

The Goods shall be dispatched By Road.

Shipment by: Through our authorized transporter M/s. Gati Cargo/ BlueDart .

In case the Supplier/Seller is arranging any other transporter apart from Gati Cargo or Bluedart for the purpose of delivering the Goods on

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Free-on-road Plant Site basis, the transporter shall ensure that their personnel entering the Plant Site have basic Personal Protective Equipments (PPEs) including Helmet, Goggles and Shoes. In case they do not possess these PPEs, vehicle shall not be permitted inside the Plant Site for unloading. Any commercial impact due to non-compliance in this regards shall be borne by the Supplier/Seller.

Dispatch Instructions:

The dispatch documents mentioned herein below shall accompany the goods supplied. The documents shall be sent to the attention of Stores-in-charge along with the material supplied. The Delivery Challan and Invoice shall mention Sterlite Copper PO No. ; Material code and Vendor code clearly

Dispatch documents:

- a) Delivery challan in duplicate
- b) Invoice copies (OFB, DFT and triplicate copy)
- c) Consignee copy of LR/Airway bill/courier Docket
- d) Invoice in Triplicate (3 copies)
- e) Test certificate/Calibration certificate wherever applicable
- f) Guarantee Certificate
- g) Operations manual wherever applicable
- h) Material Safety Data Sheet (MSDS) for hazardous goods
- i) Shelf life certificate wherever applicable
- j) One set of Detail drawing in hard copy & soft copy wherever applicable

Transportation:

The following points should be followed by suppliers during transportation of supplies:

- a) Supplier should ensure that vehicles used for delivering the products/ material to Sterlite Copper will take all possible precaution to ensure no spillage/leakage of material exist during the transportation.
- b) If any spillage of chemicals/ substances or incident occurs, suppliers are required to intimate immediately to Sterlite Copper concerned authorities and take appropriate measure to reduce any possible impacts.
- c) If any hazardous chemical is transported, MSDS should be available while transportation of material and the persons involved in transportation are made aware on MSDS of hazardous chemical.
- d) No supplier vehicle will be allowed to enter Sterlite Copper premises without valid Pollution under Control (PUC) certificate and Fitness Certificate (FC).

Please follow the below compliance for all of your material supplies.

Driver age should be less than 58 year.

Tanker requirements:

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Please find the documents required along with vehicle.

Driver original driving license.

Training card

TREM card

MSDS

Vehicle valid fitness certificate

Vehicle valid RC book

PUC certificate

Unloading pump with hose without leakage

Stable footing provision on the top of the tanker to enable safe sampling

Spark arrestor

Tanker should contain caustic soda lye hologram as per standards.

Vehicle requirement:

- 1)Seat Belt
- 2)Reflective tape
- 3)Reverse & front horn
- 4)Brake lights , Indicators
- 5)wheel stopper
- 6)Fire Extinguisher
- 7)First Aid kit
- 8)Warning Traingle
- 9)RUPD & SUPD
- 10)Wipers & side mirrors
- 11)Spark arrestor

Freight

By Supplier - Inclusive

Insurance

By Supplier - Inclusive

Payment terms

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100% within 30 days from the date of receipt of the goods and all relevant invoice documents by the Buyer at Sterlite Copper Site, Silvassa - Chinchpada

For bills getting due in a month during

- 1st to 10th - payment shall be made on 5th of the same month
11th to 20th - payment shall be made on 15th of the same month
21st to 30/31st- payment shall be made on 25th of the same month

Special Instructions

1. Notice:

1.1. Invoice shall be addressed to the following address only:-

Vedanta Limited
Unit : Sterlite Copper
Works:1/1/2.Chinchpada.
Silvassa(UT of Dadra & Nagar Haveli)-396 230

2. Price

2.1. The price of the Goods stated in the above is firm and subject to no change unless otherwise agreed in writing by the Buyer.

2.2. Price fall clause :

The Seller hereby confirms that they shall treat the Buyer as its most favored customer in respect of sale and supplies of products forming subject matter of this Order/Contract and the terms of payment there for. Where on or after the date of this Order/Contract during the validity of the term of this Order/Contract, the Seller enters into a Contract/Agreement with any third party / Customer for the sale/supply of products which are similar to the products contracted to be supplied to the Buyer, on materially similar supply terms in relation to volume and payment terms, such that the price payable by and terms accorded to such third party / Customer by the Seller are more favorable than those set forth in this Order/Contract, then the Seller shall extend the lower price benefit to Buyer spontaneously. The provisions of this clause are in addition to and not in derogation of any other provisions or stipulations of this Order/Contract. "

3. Quality Assurance

- 3.1. The Supplier must have in place an appropriate quality assurance system that ensures compliance with order specifications and must utilize that quality system in carrying out the work under the Purchase Order
3.2. Any quality system will be used only as an aid to achieving compliance with the Contract and to document such compliance. Such system will not relieve the Supplier of the responsibility to comply with the Contract.
3.3. Unless otherwise provided in the purchase order, testing of equipment, materials or work including all acceptance testing shall be performed by

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the Supplier at its expense and in accordance with Contract requirements.

4. Guarantee

4.1. The Supplier shall ensure to manufacture the goods or an equivalent with top class material of construction and workmanship prevailing in the industry. Any failure on account of defective design, material of construction, workmanship and any other activity related to the production of the same within a guarantee period of 18 (eighteen) months from the date of supply or 12 (twelve) months from the date of commissioning whichever is earlier, shall be liable for replacement/ repair by the supplier at the supplier's cost and risk.

5. Warranty

5.1. The supplier warrants that the Goods and the Services shall:

5.1.1. conform to the Purchase Order (including, but not limited to, the Specification, which the supplier warrants to be accurate and complete in all material respects and not misleading);

5.1.2. comply with any applicable quality standards and/or other standards or specifications as requested by the Buyer and these standards/specifications shall not be changed without the prior written consent of the Buyer;

5.1.3. in the case of the Goods, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the specification or on the drawings;

5.1.4. in the case of the Goods, be complete and fully operational and shall be delivered with all parts (and also those parts that are not specified in the Purchase Order but which are required for proper operation and also including the usual safety devices, special tools etc.);

5.1.5. in the case of the Goods, when delivered, be accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered, be clearly marked as such;

5.1.6. be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any Goods or parts or Goods, to the Buyer; and

5.2. The supplier further warrants that the Goods and Services shall conform with all Laws applicable to:

5.2.1. such goods as regards the design, manufacture, quality, packaging, transportation, delivery, labeling, health, safety and environmental standards and use of such Goods which are in force at the time of supply; and/or

5.2.2. The representations and warranties mentioned herein shall survive any performance, acceptance or payment pursuant to the Purchase Order and shall be extended to any repaired or replaced Goods or substituted or remedial services provided by the supplier.

6. Inspection

6.1. At any time prior to delivery of the Goods to the Buyer, the Buyer (or its nominee) shall have the right to inspect and test the Goods. If at the date of the inspection the Goods are located at the premises of the supplier or its, or their associated companies or subcontractors, the supplier shall ensure that the Buyer or its nominee has access on reasonable notice and shall ensure that the inspectors shall receive such information and assistance as they reasonably request in relation to their inspection or testing of the Goods.

6.2. The readiness for carrying out the inspection and testing must be notified to Buyer in writing 7 working days before the anticipated date of inspection. Inspection call should contain internal inspection and test reports. Should the Buyer waive the inspection and testing, the supplier will be notified accordingly and shall execute the inspection and testing by himself deemed as in Buyer's Representative's presence and the supplier shall

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forthwith forward to the Buyer the inspection and test reports in triplicate. In cases where Buyer carries out its own inspection and testing after granting above waiver, the reports generated out of their inspection and testing shall be final and binding as regards acceptance of the goods irrespective of its earlier waiver on inspection and testing.

6.3. Should such inspection entail any cost, these shall be borne by the supplier with the exception of the travel, accommodation and personal costs for the inspectors appointed by the Buyer or the Buyer's authorized representatives.

6.4. Where special tests in addition to agreed tests are required by the Buyer (before the acceptance of Goods), the supplier shall bear the cost of the testing only if such special test proves that the Supplies are not in accordance with the specified Specifications. However, if such special tests are necessary based on the result of the agreed test, then cost of all such special tests shall be to the account of the Supplier. In all the other cases cost of special tests shall be borne by the Buyer.

6.5. If upon inspection after a direction by the Buyer Representative to dismantle or open up any part of a material, the material so inspected is in accordance with the purchase order, the whole of the expense incurred as a result of the dismantling or opening up and reassembly will be borne by the Buyer. If the material is found not to be in accordance with the purchase order the whole of the expense so incurred, including without limitation, any costs associated with putting that material into a condition which is in accordance with the purchase order, will be borne by the supplier.

6.6. If the Buyer Representative gives the supplier reasonable notice that the Buyer Representative wants to inspect any portion of an Associated Good before it is assembled, and the Service Provider assembles that Associated Good without first giving the Buyers Representative a reasonable opportunity to inspect, any expense incurred as a result of dismantling or opening up and reassembling that Associated Good will be borne by the Supplier.

6.7. Each test certificate shall be approved by the Buyer's Representative. Each test certificate shall contain, wherever required:

6.7.1. Conformity with statutory regulations/stipulations or provisions.

6.7.2. Goods test certificate at the time of Goods identification. In case Goods test certificate cannot be produced, the Goods shall be tested in a reputed laboratory at supplier's cost for fabricated equipment and Goods test certificate from such laboratory shall be produced.

6.7.3. Performance certificates for rotating / moving equipment.

6.7.4. Material used conforms to the specification requirements. Supplier may present the material Manufacturer's certificate of test for each material used in the manufacture of inspection lot of the product. The certificate shall show that the test results are in accordance with the specifications and shall be entered into the inspection record. Whenever a Certificate of Quality Compliance is required, the material certification:

- Shall be signed by an authorized company officer or contractor representative responsible for Quality Assurance.
- Shall include actual test/inspection results.
- Shall include documentation for all required processes

6.8. If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods and/or Services do not conform or are unlikely to conform with the Purchase Order or to any Specification and/or patterns supplied or advised by the Buyer to the supplier or that the Goods and/or Services may not be delivered to time, the Buyer may, at its option:

- 6.8.1. inform the supplier in writing, following which the supplier shall immediately take such action as is necessary to ensure conformity;
- 6.8.2. reject such nonconforming goods and/or services and require the delivery of suitable replacements.
- 6.8.3. cancel this Order as to such non-conforming goods and/or services.
- 6.8.4. accept such goods and/or services at an equitable reduction in price.

6.9. Goods supplied shall be strictly as per the Buyer's required specifications / quality standards as mentioned in the Purchase Order. The Buyer reserves the right to reject any part (or) full quantity of the supplies if the same does not comply with the specifications and quality standards mentioned in the Purchase Order. In case of rejection of Goods supplied, a discrepancy note shall be forwarded to the supplier and the replacement

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for the rejected Goods shall be effected within 15 days at the supplier's cost and expense.

6.10. The carrying out of the inspection and testing by the Buyer, accepting/rejecting the goods, or any inspection waiver thereof, shall in no manner relieve the supplier from discharging any of his contractual obligations. Notwithstanding any such inspection or testing or any statement made by any inspector, the supplier shall remain fully responsible for the Goods and the Services and any such inspection or testing shall not diminish or otherwise affect the supplier's obligations under the purchase order.

6.11. Payment made by the Buyer against the particular item shall not constitute acceptance of the item ordered. If rejected, material will be returned to the supplier for replacement and all handling, transport charges to and fro incurred in that behalf shall be to supplier's account.

7. Rejection

7.1. If any of the goods and/or services furnished pursuant to this Order are found, within a reasonable time after delivery, to be defective or otherwise not in conformity with the requirements of this Order, including any applicable drawings and specifications, whether such defect or non-conformity relates to scope provided by Supplier or a direct or indirect supplier to Seller, then Buyer, in addition to any other rights, remedies and choices it may have by law, contract or equity, and in addition to seeking recovery of any and all damages and costs emanating there from, at its option and sole discretion and at Seller's expense may:

7.1.1. Require Supplier to immediately re-perform any defective portion of the services and/or require Supplier to immediately repair or replace non-conforming goods with goods that conform to all requirements of this Order.

7.1.2. take such actions as may be required to cure all defects and/or bring the goods and/or services into conformity with all requirements of this Order, in which event, all related costs and expenses (including, but not limited to, material, labor and handling and any required re-performance of value added machining or other service) and other reasonable charges shall be on contractor's account

- withhold total or partial payment;
- reject and return all or any portion of such goods and/or services; and/or
- rescind this Order without liability.

7.2. For any repairs or replacements, Supplier, at its sole cost and expense, shall perform any test requested by company to verify conformance to this Order.

8. Compliance with Human Rights:

8.1. Unless otherwise required or prohibited by law, the Supplier warrants, to the best of its knowledge, that in relation to the supply of goods or services under the terms of this Agreement:

8.1.1. It does not employ engage or otherwise use any child labour in circumstances such that the tasks

8.1.2. performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

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8.1.3. It does not use forced labour in any form (bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;

8.1.4. It provides a safe and healthy workplace, presenting no immediate hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation.

8.1.5. The Supplier provides access to clean water, food, and emergency health care to its employees in the event of accidents or incidents at the Supplier's workplace; It does not discriminate against any employees on any ground (including race, religion, disability or gender);

8.1.6. It does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace; It complies with the laws on working hours and employment rights in the countries in which it operates;

8.1.7. The Supplier agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by the Supplier when performing its obligations under this Agreement. The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.

9. Sustainability Requirements

9.1. Sustainability integrates the concern for social, economic and environmental issues, and involves thinking broadly about objectives, considering long-term as well as short-term effects, assessing indirect as well as direct effects, and taking extra care when changes brought about by development might be irreversible. The Buyer aims to take sustainability to the next level of environmental protection by drawing on advances in science and technology to protect human health and the environment, and promoting innovative green business practices. In line with this, the Buyer expects that:

9.1.1. The Supplier shall perform the services in a manner that gives appropriate regard to the protection of the natural environment and will comply with all environmentally related legislation and codes of practices relating to the products and services being offered.

9.1.2. The Supplier shall ensure any opportunities for improvement in the Buyer's environmental performance, identified by the Supplier's employees or subcontractors are reported.

9.1.3. The Supplier is encouraged to suggest economically viable amendments to the products or services which, if instructed as a Change, may result in an improvement in environmental performance, unless that type of product and/or services is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards.

9.1.4. The Supplier shall provide to the Buyer all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Supplier selects.

9.1.5. The Supplier shall provide the minimum appropriate level of packaging for the supplied items, consistent with ensuring an adequate level of protection during the storage and delivery phases of those items.

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9.1.6. The Supplier shall provide products and services with appropriate considerations to reduced levels of toxicity, end of life disposal, shipping efficiencies and reducing environmental impact.

10. Anti-Corruption

10.1. In connection with the Agreement, the Supplier warrant to the Buyer that neither they nor their employees, agents or representatives have given, offered, promised or authorized and shall not give, offer, promise or authorize anything of value, directly or indirectly, to a government official or any other person to influence or reward official action; to influence or induce a person to perform his or her work duties disloyally or otherwise improperly; or to reward a person for doing so. Supplier shall comply with all laws applicable to them relating to anti-corruption, including the anti-corruption laws of any country in which any activities or obligations arising under this Order have been or are to be performed.

11. Anti-Competitive Behavior

11.1. Each party hereby warrants to the other party that, as at the date of the Agreement and on each subsequent occasion it performs obligations under the Agreement, it has not engaged in any Anti-competitive Behavior in relation to the potential or actual terms and conditions of purchase order to be agreed or as agreed in relation to the Material, including but not limited to the amount paid for the Material, any level of volume discount or any other credit terms. "Anti-competitive Behavior" means any communication (by any means, whether electronic, written, oral or otherwise), agreement (by any means, whether formal, informal, contractual, non-contractual, written or oral) or other form of coordination or cooperation with any other competitor (whether past, present or potential) that is unlawful or otherwise restricted or prohibited under applicable competition laws and regulations.

12. Code of conduct:

12.1. As part of the Buyer's Code of Conduct, employees are prohibited from accepting any #Gifts# from business partners/vendors, suppliers or associates. Hence we request all our Vendors, Supplier, Business Partners and Associates not to encourage #Gifts# of any nature. If any Vendor/Supplier who comes through any demand, request for gratification, favours etc. may like to report such matters to the Company's Whistle Blower email ID: siil.whistleblower@vedanta.co.in.

13. Vendor performance rating

13.1. In order to ensure continuous improvement towards sustainable operations Suppliers are periodically evaluated based on Sustainability, Quality, Delivery, Service level, Statutory Compliance and Management systems followed at Buyer's location.

13.2. Supplier evaluation is done bi-annually and communicated back to the supplier before end of the consecutive month.

14. Vendor Grievance

14.1. Any issues related to payment, 'C' Forms, rejections, unresolved issues and ideas/ suggestions for improvement shall be posted in SRM portal of Buyer under the vendor grievance available in Supplier self-service page and it can also be mailed to vhel@vedanta.co.in

15. Buyer's General Terms & Conditions

15.1. In addition to the terms and conditions mentioned above, the purchase order shall include the documents "Standard Terms and Conditions" and "Supplier Code of Conduct" and "Supplier and Contractor Management Policy Attached along with PO copy

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FOR VEDANTA LIMITED

ACCEPTANCE BY SUPPLIER

Lead Materials SVS, Sterlite Copper

Authorised Signatory(with office seal)

Vedanta Limited (Formerly Known as Sesa Sterlite Limited)

Unit : Sterlite Copper; Works : 1/1/2, Chinchpada, Silvassa (UT of Dadra & Nagar Haveli) - 396 230

T +91- 260 661 2300; F +91-260 661 2360 ; www.sterlitecopper.com

Registered Office: 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (East), Mumbai- 400093.

CIN : L13209MH1965PLC291394

PURCHASE ORDER

PO.No. / PO.Date
3300010876 / 30.09.2021

- 1) Annexure 1 Standard Terms and Conditions
- 2) Annexure 2 Supplier Code of Conduct
- 3) Supplier 3 Supplier and Business Partner Sustainability Management Policy

15.2. The above mentioned documents shall be a part of this purchase order and order acknowledgement shall cover acknowledging the terms and conditions in the above referred documents as well.

Delivery

Delivery and Quantity

- 1.1. Timely delivery of Goods is the essence for the Purchase Order.
- 1.2. The Goods shall be delivered at the place and time specified in the Purchase Order or to such other place of delivery as is agreed by the Buyer in writing prior to delivery of the Goods. Deliveries shall only be accepted by the Buyer in its normal business hours.
- 1.3. The Supplier shall deliver the quantity specified in the Purchase Order. All Goods supplied on a price for weight basis shall be delivered with the maximum tolerance of +/-5% of the Purchase order quantity over the Buyer's weighbridge. The net weight so recorded shall be final and binding upon the parties of the Purchase order.
- 1.4. If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the supplier's risk and shall be available for collection at the supplier's expense within 3 months. Thereafter the Buyer may dispose of such excess Goods at the supplier's expense.
- 1.5. In the event of any delay in supplies or any breach in supply of the Goods, the Buyer shall be entitled to make risk purchase from other sources and the additional cost and expenses so incurred by the Buyer in procuring the whole or part of Goods shall be liable to be recovered from the charges payable to the supplier or the Security deposit or Bank Guarantee so deposited by the supplier. The Buyer's decision for estimation of such damages shall be final and binding on the supplier.
- 1.6. If in the opinion of the Buyer, if the supplier is not in a position to fulfill his obligations under the Purchase Order (which opinion cannot be challenged by the supplier), the Buyer reserves the right to appoint one more third parties or make some other suitable arrangement to fulfill its requirement. The expenditure so incurred by the Buyer shall be deducted from the charges payable to the supplier or the Security deposit or Bank Guarantee so deposited by the supplier.
- 1.7. Late Delivery
 - 1.7.1. Late delivery charges shall be @ 0.5% per week of delay or part thereof, subject to a maximum of 5% of the basic price of the Purchase Order.
 - 1.7.2. LD cut-off date shall start from the calendar day following the delivery date mentioned in this Purchase Order.
 - 1.7.3. In case of non-receipt of material beyond 30 days from the delivery date, Buyer reserves the right to cancel the order with no further correspondence with supplier at the risk and Cost of the supplier.
 - 1.7.4. For delivery at Buyer site, the supplier shall ensure that the materials are delivered at Buyer's gate before 4 pm, IST unless otherwise specified by the buyer representing Buyer.

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