



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 |
| | 3100000323 / 04.11.2021 |
| Contact Person : MDS-Silvassa Department : Purchase Direct No : 0461-4242798 Email id : Anas.Azhivelikkakath@vedanta.co.in Vendor Code : 13006826 | |
| <div style="border: 1px solid black; padding: 5px;"> 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. </div> | |

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 | 110081812 GUN,GREASE,HAND OPERATED,5KG | 1.000 | NO | | 15.01.2022 | |
| | GUN,GREASE,TYPE: HAND OPERATED,CAPACITY: 5 KG | | | | | |
| | Basic Price | | | 3,448.00 | | 3,448.00 |
| | IGST | | | 18.00% | | 620.64 |
| | Total Item Value : | | | | | 4,068.64 |
| Duty&Taxes : 18% IGST Creditable | | | | | | |
| Total Purchase Order Value : | | | | | | INR 4,068.64 |
| FOUR THOUSAND SIXTY EIGHT RUPEES SIXTY FOUR PAISE ONLY | | | | | | |
| Summary : | | | | | | |
| | Basic Price | | | | | 3,448.00 |
| | IGST | | | | | 620.64 |
| | Total Purchase Order Value : | | | | | INR 4,068.64 |

Price Basis

DAP Free on Road

Prs no./User dept

Annual Rate Contract 2020 - GC ITEMS SVS With INDUSUNO

Packing & Forwarding

Firm price shall be fixed for 57 items for a period of 1 year and for the remaining 474 items for the initial six months from the date of contract. Wherever

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| | |
|----------------------------|--|
| FOR VEDANTA LIMITED | ACCEPTANCE BY SUPPLIER |
| , 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

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there is a request for price revision, upon submission of necessary documents, one-time amendment shall be considered after 6 months, as per market commodity index rates of MS Flats, SS 316L, SS 316, SS 304, SS 304L, MS Rounds and other related indices for the identified list of material codes. Price amendment shall be done at the rate mutually agreed at the time of negotiation.

Packing Specifications

As per the agreed Lead time for each and every item in the contract from the date of time of order as per attached Scope of Supply - Schedule 1

Mode of despatch

100% within 45 days from the date of receipt and acceptance of material at our site

Freight

GUARANTEE :

The vendor shall guarantee the material against any defects or failure which arise due to faulty materials, workmanship or design (except materials or design furnished by the purchaser).

Guarantee period will be 18 months from the date of dispatch or 12 months from the date of commissioning, whichever is earlier.

All warranties for material are applicable

Payment terms

100% within 45 days from the date of receipt and acceptance of material at our site

Special Instructions

This Contract No. 7100000403 is made on 26-08-2020, at Silvassa, India

BETWEEN

(1) Vedanta Limited, a company incorporated in India currently having its registered office at : 1st Floor, 'C' wing, Unit 103, Corporate Avenue, Atul Projects, Chakala, Andheri (E), Mumbai, (Maharashtra) - 400 093, and having one of its unit 'Sterlite Copper' located 1/1/2 Chinchpada village, Silvassa, Dadra Nagar Haveli - 396230, India (hereinafter referred to as the "Company/Owner", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and

(2) INDUSUNO ONLINE PVT, a company duly registered and organized under laws of India and having its registered office at LTD14-6-3, Alapati Ramaro Street, Gandhi Nagar, Vijayawada, Andhra Pradesh - 520003, India (hereinafter referred to as the "Contractor", which expression, unless the context requires otherwise, shall include its successors and permitted assignees).

RECITALS:

WHEREAS

A) Company, operates copper plants located at Tuticorin, Tamil Nadu and Silvassa, Dadra Nagar Haveli, India. The company requires a Contractor to provide services as stated in "Compensation Schedule"

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B) Contractor is engaged in the business of delivering goods and or services as part of Compensation Schedule, and has agreed to provide Services to the Company on the terms and conditions set out in the Contract. Accordingly, it is essential to the Company that the Services to be provided under this Contract are rendered in timely manner as envisaged in the Contract. In entering into this Contract, Contractor acknowledges that time is the essence and agrees to the provisions in the Contract addressing that.

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. The Contractor agrees to perform the Services in accordance with the terms and conditions of this Contract and, in consideration of its due performance of the Services, the Company agrees to pay the Contractor according to the rates, terms and conditions herein contained.

2. Scope

2.1 Establish rate contract for General consumables which are required for our operations at Silvassa with the following objectives

2.1.1 Establish long term contract, reduce periodical procurement intervention, leverage on volume and achieve best value for the procurement.

2.1.2. To increase the material procurement under shopping cart and place direct orders by users.

2.1.3 Reduce the no of contracts by consolidating the requirements and engaging with aggregators.

3. The Contract shall comprise the following documents:
This Agreement;

Schedule I: General Conditions of Contract;

Schedule II: Scope of Supply;

Schedule III: Special Terms & Conditions of Contract

(all hereinafter the "Contract").

4. CONTRACT PRICE

The Company hereby covenants to pay to the Contractor, the Contract price amounting to Rupees 5,78,80,834.01/- (Five Crore Seventy eight Lakhs Eighty Thousand and Eight Hundred Thirty Four rupees only) excluding applicable taxes and subject to such deductions/adjustments as may be allowable in this Contract. All payments shall be made in Indian Rupees only.

5. Notwithstanding any other provisions of the Contract, no payments due to the Contractor by the Company under the Contract shall be payable by the Company to the Contractor until the copies of the certificates of insurance referred to in Clause 21 (Insurance) of Schedule I (Condition of Contract) and the Performance Bank Guarantee have been delivered to the Company.

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6. In the event of any inconsistency or discrepancy between any of the documents listed above, the special conditions mentioned herein shall have preference over any other documents. General Terms and Conditions shall apply and shall be incorporated by reference / deemed incorporated in this Contract issued hereunder and shall prevail at all times between the Parties over any other terms and conditions (including any terms or conditions which Service Provider purports to apply except where the Parties by its/their authorized signatories have specifically agreed in writing to vary and override the said General Terms and Conditions.

5. The effective date of this Agreement shall be 26-08-2020 (hereinafter the "Effective Date") and this Agreement shall be valid for a period of 3 years from the commencement date ("Term"). Primary term of the contract is one Year from the date of commencement & shall be extended by another 1+1 year based on performance of the contractor.

6. The required date for commencement of services at Silvassa site is 26th Sep 2020 (the commencement date) time being declared as essence of the contract for the commencement of services by commencement date.

7. The required date for completion of the Services is 36 months from the date of commencement date (the "Completion Date").

8. For the purposes of Clause 9 (Payment) of Schedule I (General Terms and Conditions), the address for sending invoices shall be as follows:

SILVASSA:

Contact: Ashish Kokabankar, Head Procurement & Stores

Email: Ashish.kokabankar2@vedanta.co.in

Attention: Mr. Ashish Kokabankar,

1/1/2 Chinchpada village,
Silvassa,
Union Territory of Dadra Nager Haveli - 396230
India

9. For the purposes of Notices Clause of Schedule I (General Terms and Conditions), the address for notices shall be:

If to the Company:

Vedanta Limited - Silvassa

Attention: Ashish Kokabankar

Email: Ashish.Kokabankar2@vedanta.co.in

1/1/2 Chinchpada village,
Silvassa,
Union Territory of Dadra Nager Haveli - 396230
India, Ph: 0091 75748 01278

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If to the Supplier:

Attention : Mr. Tapas Chakraborty
Email : Tapas.Chakraborty@pkcadvisory.com

INDUSUNO ONLINE PVT LTD
14-6-3, Alapati Ramaro Street, Gandhi Nagar
Vijaywada, Andhra Pradesh - 520003

10. For the purposes of this Agreement, the Company's representative shall be Mr. Dhanavel D, Chief Commercial Officer, the Contractor's representative shall be Mr Tapas Chakraborty or all matters, including contractual and operational.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATION

1. DEFINITIONS

In this Agreement, except where the context otherwise requires, capitalised words and expressions set out in the background section above shall have the meanings set out in that section and the following words and expressions shall have the following meanings:

1.1.1 "Affiliate" shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;

1.1.2 "Agreement" means this Agreement entered into by and between the Parties hereto together with any and all Annexures, appendices, schedules, addendums and amendments hereto as well any Purchase Order(s) issued thereunder, signed by the authorized representative of the Parties shall be deemed to be read as an integral part of this Agreement.

1.1.3 "Claims" shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees)

1.1.4 "Deleterious material" shall mean any element, compound present in the goods which is not part of standard Specification or a typical assay as per the purchase order or agreement and which is likely to cause or may in general probability cause harm or damage to the operations of the Purchaser and also restricts or affects performance of the goods as per the desired / industry / specified standards.

1.1.5 "Effective Date" shall mean [.];

1.1.6 "Fees" shall mean the prices and/or rates payable by the Company in respect of the Material or Services and/or as specified in Annexure-II and/or the relevant Purchase Order.

1.1.7 "Material" shall mean the goods, equipment, or products (or parts thereof) to be purchased or to be supplied in accordance with this Agreement and/or as specified in the Purchase Order.

1.1.8 "Governmental Authority" shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the

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matter or matters in question.

1.1.9 "Personnel" shall mean any personnel provided by Supplier and utilized to perform the Services at the specified / agreed location.

1.1.10 "Purchase Order" shall mean (i) the written instruction by Purchaser issued to Supplier for the provision of Material or Services under this Agreement, which shall include the specific requirements with respect to the scope of work, applicable rates and charges and the location of the Site; and (ii) if applicable, the oral instruction under this Agreement which shall be reduced to writing as soon as practicably possible including the specific requirements described above.

1.1.11 "Purchaser Group" shall mean and include Purchaser and its Affiliates.

1.1.12 "Representative" in respect of the Purchaser and the Supplier to include the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier.

1.1.13 "Services" means the tools, equipment, materials, supplies and Personnel to be provided by Supplier and the work to be carried out as specified in the Agreement and/or any Purchase Order. Provided however, that the same shall not include purchase / sale of Material.

1.1.14 "Site" shall mean the location where Purchaser wishes Supplier to supply the Material and/or provide the Services.

1.1.15 "Specification" includes but is not limited to assays whether typical or otherwise or the scope or technical parameters of the Material or Services attached to or referred to in this Agreement and/or any Purchase Order. Further Specification shall, in case of Material, always include being free from Deleterious material.

1.1.16 "Supplier Group" shall mean and include Supplier, its Affiliates and its and their sub-suppliers and suppliers of any tier and its and their respective Affiliates.

1.1.17 "Term" the term of this Agreement is defined in Clause 2 of this Agreement.

1.1.18 "Trade Usage" refers to generally accepted practice or norms in relation to expected standards, permissible deviation, internationally accepted scientific data, foreseeable consequences attributable to deviation beyond permissible deviation established over a period of time in course of commercial dealing between the parties to this Agreement or their associates.

1.1 INTERPRETATION

In this Agreement:

1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;

1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;

1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any sub-ordinate legislation made under it;

1.2.4 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;

1.2.5 Except where otherwise indicated, reference to clauses, sub-clauses, recitals and annexures shall be to the clauses, sub-clauses, recitals and Annexures of this Agreement;

1.2.6 "including" means "including without limitation";

1.2.7 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply;

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1.2.8 If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a business day as per Trade Usage, that act, matter or thing shall be done on the preceding business day.

2. SCOPE OF CONTRACT

2.1 The effective date of this Agreement shall be 26-08-2020 (hereinafter the "Effective Date") and this Agreement shall be valid for a period of 3 years from the Effective Date / up to 26-08-2023 ("Term").

2.2 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company hereunder.

2.3 Nothing in this Agreement shall obligate the Purchaser or any of its Affiliates to order any Material or Services from the Supplier.

OPTION: From time to time, the Company may issue a Purchase Order to the Supplier specifying the Materials to be provided or Services to be performed by Supplier. Supplier's written acknowledgement (through letter, email or the like), shipment or performance under any Purchase Order, or any part thereof, will constitute acceptance by Supplier of all terms and conditions of the Purchase Order without any reservation.

3. DELIVERY/PERFORMANCE & PRICE VALIDITY

3.1 Time shall be of the essence and any Materials delivered shall be in strict accordance with any time or schedule specified hereunder as per the ANNEXURE-I. Further, Services performed or Materials so delivered shall be in strict accordance with the quality parameters and Specifications, specified in this Agreement and/or the Purchase Order or the relevant Trade Usage where no such parameters and Specifications are so specified.

3.2 PERFORMANCE BANK GUARANTEE

3.2.1 The provisions of this sub-clause 3.2 shall be applicable only in those cases wherein the Supplier is required to furnish a performance bank guarantee as per the terms and conditions of this Agreement

a) The supplier shall furnish, within 7 days of execution of the agreement, and irrevocable performance bank guarantee equivalent to XYZ% of total agreement value. The performance bank guarantee so furnished by the supplier shall be released upon successful completion of the obligations of the supplier in terms of the agreement after purchaser duly submits a certificate to the effect that there are no claims against the purchaser from any of its vendors, sub-contractors and/or any other third party, including but not limited to the supplier's employees, engaged in performance of the obligations of the supplier under the agreement. If requested by the Company, the Supplier agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Agreement is for any reason extended beyond such validity date.

b) The Supplier shall renew the Performance Bank Guarantee fifteen (15) days prior to the date the Performance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term. If the Supplier does not submit to the Company a renewed Performance Bank Guarantee fifteen (15) days prior to the Expiry Date, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Supplier provides a replacement Performance Bank Guarantee for the equivalent amount.

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c) The Supplier shall renew the Performance Bank Guarantee or otherwise submit an additional Performance Bank Guarantee, as duly required by the Company, on account of change in the Agreement Value pursuant to a variation or amendment to the Agreement, within fifteen (15) days of being so notified by the Company. If the Supplier does not submit to the Company a renewed Performance Bank Guarantee or an additional performance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Supplier provides a replacement performance bank guarantee (/s) for the equivalent amount.

3.2.2 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantees under the following circumstances:

- a) failure by the Supplier to supply the Materials in accordance with the Agreement resulting in termination; or
- b) failure by the Supplier to duly perform any of its obligations under this Agreement; or
- c) Any valid claim made by the Company accruing due to any acts/omission of the Supplier and the Supplier fails to pay the Company for such a claim immediately upon such demand.

3.2.3 The provision and maintenance of the Performance Bank Guarantee by the Supplier in accordance with the terms of the Agreement shall be a condition precedent to any payment by the Company to the Supplier.

3.2.4 If the Supplier fails to provide, maintain or renew the Performance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Performance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

3.2.5 In addition to the other circumstances specified in this Agreement, Company has the right to draw down and, at Company's discretion, apply the proceeds in remedying any breach by Supplier of this Contract, all or part of the value of the Performance Bank Guarantee. Such recourse against the Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant Supplier breach.

3.3 Price Validity: Firm price shall be fixed for 57 items for a period of 1 year and for the remaining 474 items for the initial six months from the date of contract. Wherever there is a request for price revision, upon submission of necessary documents, one-time amendment shall be considered after 6 months, as per market commodity index rates of MS Flats, SS 316L, SS 316, SS 304, SS 304L, MS Rounds and other related indices for the identified list of material codes. Price amendment shall be done at the rate mutually agreed at the time of negotiation.

3.4 Technical Evaluation: Technical evaluation shall be carried out for all the items except for 109 items for which Technical evaluation has been confirmed by the Company.

4. ADVANCE BANK GUARANTEE

4.1 The provisions of this clause shall be applicable only in those cases wherein the Supplier is required to furnish an advance bank guarantee as per the terms and conditions of this Agreement.

4.2 The Supplier shall furnish an irrevocable, unconditional bank guarantee equivalent to 100% of the Advance Payment, from a scheduled bank acceptable to the Company (acting reasonably) and in the form and manner required by the Company or otherwise approved by Company and shall be valid till the expiry of the Contract to be paid by the Company to the Supplier as per the terms and conditions of the Contract as security for the Advance Payment made by the Company to the Supplier and to secure all other obligations of the Supplier under this Contract (the "Advance Bank Guarantee") as a condition precedent to the release of Advance Payment.

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4.3 The Supplier shall renew the Advance Bank Guarantee ten (10) days prior to the date the Advance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term. If the Supplier does not submit a renewed Advance Bank Guarantee ten (10) days prior to the Expiry Date, with the Company, the Supplier shall have the right to immediately draw down complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Supplier provides a replacement Advance Bank Guarantee for the equivalent amount.

4.4 The Supplier shall renew the Advance Bank Guarantee or otherwise submit an additional Advance Bank Guarantee, as duly required by the Company, on account of change in the Contract Value or in case of any upward revision to the Advance Payment, pursuant to a variation or amendment to the Contract, within ten (10) days of being so notified by the Company. If the Supplier does not submit to the Company a renewed Advance Bank Guarantee or an additional advance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down the complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Supplier provides a replacement advance bank guarantee (/s) for the equivalent amount.

4.5 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Advance Bank Guarantees under in the following:

- i) failure by the Supplier to perform the Services in accordance with terms and conditions of Supplier, to the satisfaction of the Company; or
- ii) Any inadequate adjustment of the Advance Payment; or
- iii) failure by the Supplier to duly perform any of its obligations under this Agreement; or
- iv) any valid claim made by the Company accruing due to any acts/omission of the Supplier and the Supplier fails to pay the Company for such a claim immediately upon such demand.

4.6 If the Supplier fails to provide, maintain or renew the Advance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Advance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

5. CARRIAGE AND DELIVERY INSTRUCTIONS RELATING TO MATERIAL

5.1 Unless otherwise specified herein, the International Chambers of Commerce official rules for the interpretation of trade terms (Incoterms) are incorporated into the Agreement by reference.

5.2 The delivery instructions shall be governed by and construed in accordance with the provisions of Incoterms 2020 published by the International Chamber of Commerce as may be amended from time to time.

5.3 Unless otherwise stipulated in this Agreement and/or Purchase Order, all Material supplied under the Purchase Order shall be delivered Carriage and Insurance Paid (CIP) to the delivery address specified in this Agreement and/or Purchase Order. Material shall be adequately packed, palletised and protected to withstand transit and short term storage. Packages shall be clearly and conspicuously marked with the Purchase Order number, and a packing note shall be enclosed within the package. Dangerous Goods shall, at all times, be accompanied by the relevant material safety data sheet(s) ("MSDS").

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6. TRANSPORTATION RELATING TO SERVICES

6.1 In the event Services are provided under this Agreement, the Supplier shall, unless otherwise stipulated in the Agreement and /or any Purchase Order, be responsible for all transportation of the Personnel, equipment and materials from and to Supplier's base, or other location, to and from any Site designated in the Agreement and/ or Purchase Order. Purchaser reserves the right to recover the costs of non-routine transportation due to default of Supplier.

7. RISK AND PROPERTY

7.1 Unless otherwise stipulated in this Agreement and/or any Purchase Order issued hereunder, title to and risk of loss for the Material shall remain with Supplier and shall only pass to Purchaser following full delivery and acknowledgement by possession of the Material to the delivery address by Purchaser or Purchaser duly authorized representative specified in the Purchase Order.

7.2 Where the Purchaser is the ultimate consumer of the Material being sold under this Agreement and/or the relevant Purchase Order/(s), the title of the same shall pass on to the Purchaser only after the material is delivered at the premises of the Company and the Purchaser accepts the same

7.3 Whenever Purchaser is not the ultimate consumer of the Material, all rights, benefits and remedies conferred upon Purchaser by the provisions of this Agreement, including specifically the benefit of any warranties and transfer of title, shall accrue to and shall be for the express benefit of any third party customer and on whose behalf or for whose benefit the Purchaser has purchased the Material.

8. PERFORMANCE OF THE SERVICES

8.1 The Supplier shall diligently perform all Services with all due skill and care in a safe, competent and timely manner and in accordance with the requirements of this Agreement and/or relevant Purchase Order.

8.2 Except to the extent that it may be legally or physically impossible, the Supplier shall comply with all instructions from Purchaser or its designated personnel consistent with the provisions of this Agreement and /or the Purchase Order.

8.3 Purchaser shall have the option to select or decline any Personnel being used by the Supplier in connection with the supply of Materials or provision of Services, which shall not be unreasonably exercised, and the Supplier shall forthwith replace such Personnel at the Supplier's cost and shall:

(a) Only provide Personnel who shall be trained, skilled, experienced, qualified and of type and number for the Services that they will be required to perform;

(b) Ensure that all Personnel shall have been examined by a registered physician in accordance with current recommended medical standards and be certified as fully fit and suitable to work in the specified Site environment prior to commencing work. The cost thereof shall be to the account of the Supplier. Such certificates shall be made available to Purchaser;

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FOR VEDANTA LIMITED

, Sterlite Copper

ACCEPTANCE BY SUPPLIER

Authorised Signatory(with office seal)

Vedanta Limited (Formerly Known as Sesa Sterlite Limited)

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(c) Supplier shall not reassign any key Personnel during the course of performing the Services without first securing Purchaser's written consent. Purchaser in its sole discretion may direct Supplier in writing to remove and/or replace any such Personnel at Supplier's cost; and

(d) ensure that all Personnel are subject to and agree to be bound by Purchaser's policies regarding safety, security, and drug and alcohol testing, and in particular the Vedanta Corporate Policy Directive ("Possession of Contraband Items") attached hereto as EXHIBIT A and related policies at any time when such Personnel are present at the Site, provided said Corporate Policy Directive and/or its related policies are not in violation of applicable statutes, laws, rules or regulations.

8.4 Unless otherwise specified in the Purchase Order, the Supplier shall, at its own expense, sufficiently furnish all tools, equipment, machines, appliances, parts, material and supplies necessary for the efficient and continuous performance of its obligations. Throughout the Term the Supplier covenants that equipment supplied by it will be fully certified, will meet all relevant government standards, will have been tested and will be in full working order without any damage or defect.

8.5 The Supplier shall, at its own expense, furnish to its Personnel all personal protective equipment ("PPE") including, but not limited to, gloves, hard hats, safety glasses, steel toed boots and task specific safety gear (e.g., fall protection, respiratory protection, radios, tripods, etc.), etc., necessary for the performance of its obligations at the Site. All Supplier equipment to be used at heights shall be tethered, no-drop tools specifically engineered and manufactured for the purpose of working at heights. Supplier shall maintain all PPE and no-drop tools in first class condition, properly maintained, of best quality for their respective purpose, free from defects and in certification throughout the duration of the Purchase Order. Purchaser shall have the option to suspend work at no additional cost to Purchaser and/or to remove any or all Personnel from the Site should such Personnel fail to comply with these requirements and Supplier shall forthwith replace such Personnel at Supplier's sole cost and expense.

8.6 Purchaser shall have no direction or control of such parties, except for monitoring the results to be obtained and in Purchaser's general right of inspection to require that the Material are being supplied or Services are being performed in accordance with this Agreement or any applicable Purchase Order.

9. PAYMENT

9.1 Unless otherwise stated, payment will be made within forty-five (45) days of receipt of Supplier's fully compliant invoice, in the currency specified in ANNEXURE-II. The fully compliant invoice shall be raised by the supplier on the purchaser only after supply, receipt & acceptance of the material/services by the purchaser. Each invoice shall make specific reference to the Agreement and/or relevant Purchase Order number and shall be accompanied by all relevant supporting documents. Supplier must ensure that all invoices for Services performed or Material delivered are submitted to the Company within ninety (90) days of the completion i.e. supply, receipt & acceptance of the material/services by the purchaser.

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9.2 If Purchaser disputes all or any part of any invoice, it shall notify Supplier specifying the disputed parts thereof. Supplier shall withdraw the disputed invoice and submit an amended invoice for the undisputed amount and Purchaser shall pay this amount within forty-five (45) days of the date of receipt of the amended invoice. Purchaser and Supplier shall endeavour to settle the disputed amount as quickly as possible through good faith negotiations. The Parties agree that no interest shall accrue on any invoice until the settlement of the disputed amounts.

9.3 The Purchaser shall have a right (but not an obligation) to set-off / adjust any payment due from the Supplier against any amount due / payable to the Supplier from the Purchasing Group.

10. ACCESS

10.1 Purchaser shall have the right of access to Supplier's premises to inspect the progress of manufacture, testing and commissioning of the Material and / or the performance of Services and/or to otherwise satisfy itself as to compliance of the Material and/or Services with the Agreement. Supplier shall procure similar rights of access for Purchaser at the premises of any sub-supplier. Inspection of the progress of manufacture, testing and commissioning of the Material and the performance of the Services by Purchaser shall in no way relieve Supplier of its liabilities and obligations under the Agreement or otherwise. Failure by the Company to inspect and/or test the Materials shall not relieve the Supplier of any responsibility or liability in respect of the Materials.

10.2 If the results of any inspection or testing indicate that the Materials do not conform, or are unlikely to conform, to the Agreement, the Supplier shall immediately take such action as is necessary to ensure conformity at no additional cost to the Company.

10.3 The Company shall inspect the Materials as soon as reasonably practicable after the Materials have been delivered to the Company in accordance with this Agreement. If the Materials do not meet the requirements of the Agreement, the Company shall be entitled to reject the Materials and shall notify the Supplier of its rejection. In such event, the risk in, and title to, the rejected Materials shall immediately re-vest in the Supplier and the Company shall have no further liability in respect of such rejected Materials.

11. SUSPENSION

11.1 Suspension without Cause

11.1.1 Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Contractor to suspend the Work/Supplies (or part thereof) under this Contract by giving a prior written notice to the Contractor.

11.1.2 During the Suspension Period pursuant to Clause 11.1.1, the Company/Purchaser shall not be liable to make any payments of whatsoever nature during the period of suspension.

11.2 Suspension Due to Default

11.2.1 If the Contractor is in breach of any of its obligations under this Contract (including, without limitation, any breach of provisions/policies relating to health safety and environment), the Company shall, subject to Clause

11.2.2 be entitled to immediately suspend the Work by written notice to the Contractor until such time as such breach has been remedied by the Contractor, in which case no rates or other amounts shall be payable to the Contractor in respect of such period of suspension.

11.2.3 Except in the case of a breach which in the reasonable opinion of the Company is likely to endanger the safety of any persons or property, the

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Company shall, prior to issuing any suspension notice pursuant to Clause

11.2.4 Notify the Contractor of the breach. Following receipt of such notice, if the Contractor fails to immediately commence and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction, the Company may issue the suspension notice pursuant to Clause 11.2.1

12. SUPPLIER OBLIGATIONS

12.1 The Supplier represents, warrants & guarantee that the Material and/or Services shall:

(a) conform to the Specifications which the Supplier warrants to be accurate and complete in all material respects and not misleading;

(b) comply with any applicable quality standards and/or other standards or Specifications as requested by the Purchaser and these standards/Specifications shall not be changed without the prior written consent of the Purchaser;

(c) in the case of Material, 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 specifically stated in the Specification or on the drawings;

(d) in the case of Material, be complete and fully operational and shall be delivered with all parts (and also those parts that are not specified but which are required for proper operation and also including the usual safety devices, special tools etc. as per Trade Usage);

(e) in the case of Material, when delivered, be accompanied by a delivery note which shows, inter alia, the Agreement/Purchase Order number, date of ordering, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered, be clearly marked as such;

(f) 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 Material or parts, to the Purchaser; and

(g) in the case of the Services, be performed with all due and reasonable care and skill, in accordance with generally recognized best industry practices and standards for similar services;

12.2 The Supplier further represents, warrants & guarantee that the Material and/or Services shall conform with all laws applicable to:

(a) such Material, including as regards the design, manufacture, quality, packaging, transportation, delivery, labelling, health, safety and environmental standards and use of such Material which are in force at the time of supply; and/or

(b) Such Services including but not limited to those in relation to health, safety and environmental standards.

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- 12.3 The Supplier represents, warrants & guarantees that it shall at all times and at its own expense:
- (a) maintain all necessary licenses and consents and comply with all applicable law in performance of the Agreement;
 - (b) adopt safe working practices and at the proper time supply and install such guards and safety devices as may be necessary to comply with the provisions of all health and safety laws;
 - (c) shall not endanger the safety of or unlawfully interfere with the convenience of any other person, including employees and/or other contractors of the Purchaser in the performance of the Agreement;
 - (d) ensure that, in performing its obligations under the Agreement, it does not cause any disturbance or damage to the industrial operations and property at the relevant site;
 - (e) comply with the Purchaser's conditions (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies and security policies) in relation to any relevant Site;
 - (f) assist the Purchaser and its representative in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, providing access to documents and records and providing information reasonably requested by the Purchaser;
 - (g) notify the Purchaser's representative promptly as soon as it becomes aware of any breach of laws or any health and safety or issue which arises in relation to the Material or Services (which notification shall not release the Supplier from any liability and/or obligations in respect of such breach, hazard or issue);
 - (h) notify the Purchaser's representative promptly after it becomes aware that the Purchaser is not or may not be complying with any of the Purchaser's obligations, provided that the Supplier shall not be entitled to rely on such notice as relieving the Supplier's performance under the Agreement, save to the extent that it actually restricts or precludes performance of the Supplier's obligations.
 - (i) co-operate with the Purchaser in all matters relating to the Services;
- 12.4 The representations, warranties & guarantees mentioned herein shall survive any inspection, test, performance, acceptance or payment pursuant to the Agreement and shall be extended to any repaired or replaced Material or substituted or remedial Services provided by the Supplier.
- 12.5 Without prejudice to any other rights which Purchaser may have hereunder, Supplier shall, at Purchaser's option and Supplier's cost, either repair or replace any and all Material which fail or are found to be defective within a period of eighteen (18) months from the date of delivery or twelve (12) months from the date of commencement of use, whichever is the later. If Supplier is required to repair or replace defective Material, the warranty period shall be renewed for the repaired or replaced Material.
- 12.6 If the Supplier fails to rectify such breach in supply of the Material or Services, which being capable of remedy is not

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remedied within fourteen (14) days of notice of such default, the Purchaser may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies as hereunder:

- (a) reject the Material (in whole or in part) and return it to the Supplier at the risk and cost of the Supplier on the basis that the Supplier shall immediately pay to the Purchaser a full refund for the Material so returned;
- (b) give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Material or Services or to supply replacement Material or substitute Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled within a reasonable period specified by the Purchaser;
- (c) refuse to accept any further deliveries of the Material or subsequent performance of the Services which the Supplier attempts to make, in each case without any liability to the Purchaser;
- (d) carry out or procure that some other person carries out at the Supplier's expense any work necessary to make the Material and/or Services comply with this Agreement (including but not limited to freight, disassembly and reassembly);
- (e) instruct the Supplier to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as the Purchaser may direct in order to remedy such breach at the Supplier's expense;
- (f) claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of this Agreement;
- (g) opt to use or consume the Material in the event of non-availability of substitute goods or to maintain operations of the Purchaser's plant or to avoid plant shut down but without prejudice to its right to claim damages attributable to consequences arising due to off-Specification Material;
- (h) obtain substitute Material or purchase substitute Services from alternate supplier at Supplier' cost.

12.7 If the Purchaser exercises its rights under clause 11.6 sub-clause (b), (d) and/or (e) above in respect of Material which do not, in the Purchaser's opinion, meet the requirements specified in the Agreement, the Supplier shall grant necessary right to the Purchaser to utilize the relevant Material until such time as they meet those requirements.

12.8 If the Supplier fails to deliver the Material under this Agreement as per the agreed delivery schedule, the Purchaser may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies hereunder:

- (a) refuse to accept any further deliveries of the Material which the Supplier attempts to make, in each case without any liability to the Purchaser;
- (b) procure that some other person supplies, at the Supplier's expense, the Material to comply with this Agreement (including but not limited to freight, disassembly and reassembly, as the case may be);
- (c) instruct the Supplier to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as the Purchaser may direct in order to remedy such breach at the Supplier's expense;
- (d) claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of this Agreement;

12.9 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on the Purchaser to accept any defective or sub-standard quality Material and/or Service, delayed delivery and/or performance of the Agreement and it is expressly agreed by the Parties that acceptance of such defective or sub-standard quality Material / Service, delayed delivery and/or performance by the Purchaser in its sole discretion, shall not prejudice any right / claim of the Purchaser to damages for supply of such defective or sub-standard quality Material / Service,

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delayed delivery and/or performance and / or for breach of the Agreement. In the foregoing, the Purchaser shall reasonably determine the amount of damages that shall be leviable upon / payable by the Supplier. Any damages so determined by the Purchaser shall be paid by the Supplier within fifteen (15) days. The levy of damages / acceptance of performance, as above, shall not prejudice any rights of the Purchaser as per other terms of this Agreement / Purchase order.

12.10 In the event of a breach by the Supplier of its obligations under this Agreement, the Purchaser shall have the right to terminate the Agreement and / or the Purchase Order issued thereunder in whole or in part or to rescind the Purchase Order, in each case without any liability to the Purchaser.

12.11 The Purchaser reserves the right to reject Material in case it is supplied prior to the scheduled delivery date until otherwise specifically waived-off in writing by an authorized Representative from the Purchaser's commercial department, prior to dispatch.

13. SPECIFICATION VARIATION

13.1 No adjustment to the Scope of Work the Specification, the prices and/or rates set out in Compensation Schedule or the Delivery Date (or any other date specified in the Agreement for performance by the Supplier) shall be valid unless a variation order has been issued in writing by the Company (a "Variation Order"). No additional work or services shall be commenced by the Supplier prior to the Company issuing a Variation Order in respect of such work or services.

13.2 A Variation Order shall in no way affect the rights or obligations or the Parties except as expressly provided in that Variation Order. Any Variation Order shall be governed by the provisions of the Agreement.

13.3 Company's Rights

13.2.1 The Company may at any time issue a Variation Order to the Supplier requiring the Supplier to alter, amend, omit, add to, accelerate, re-programme or otherwise vary any part of the Scope of Work or Purchase Order and/or the Specification. Upon receipt of a Variation Order the Supplier shall proceed immediately as instructed, and any necessary adjustment to prices and/or rates or dates for performance shall be subsequently made in accordance with Clause 13.2.3 below.

13.2.2 The Company shall as far as reasonably practicable before issuing a Variation Order advise the Supplier of the proposed variation and request the Supplier to provide an estimate of the effect (if any) on the prices and/or rates and/or dates for performance such variation would have. Such estimates shall be provided by the Supplier within 3 days of a request by the Company and if agreed to by the Company shall be recorded in a Variation Order.

13.2.3 Where the Company has issued a Variation Order in accordance with Clause 13.2.1, the Parties shall use all reasonable endeavours to agree on fair and reasonable adjustments to the prices and/or rates and/or dates for performance, which shall, to the extent possible, be based on the existing prices and/or rates and/or dates for performance specified in the Agreement. Such adjustments shall be recorded in a further Variation Order.

13.2.4 Notwithstanding anything contained in this Clause 13, if the parties fail to mutually arrive at the terms of the Variation Order, then the decision of the Purchaser shall be final and binding and the Supplier shall be required to carry out its obligations under the Contract, including the execution of

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variation in works, as proposed by the Purchaser.

14. INTELLECTUAL PROPERTY

14.1 If any Material purchased or supplied or Services performed or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR) Intellectual Property Right, Supplier hereby grants Purchasing Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge.

14.2 Purchaser is the sole owner of IPR in anything developed and delivered under this Agreement / Purchase Order. Supplier shall provide at Purchaser's reasonable request any documentation necessary to confirm Purchaser's ownership interest in such intellectual property rights. Supplier shall retain ownership of any intellectual property rights vested in Supplier prior to this Agreement or created by Supplier outside of its performance of this Agreement during the term of this Agreement.

14.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Purchasing Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the sale and/or use of the Material supplied or the Services performed and/or provided by Supplier.

14.4 In the event that any such infringement occurs or may occur in relation to the Materials, the Supplier, at the option of the Company and the cost of the Supplier, shall :-

- (a) use reasonable endeavors to procure for the Company the right to continue using the relevant aspect of the Materials or infringing part thereof; or
- (b) modify or amend the relevant aspect of the Materials or infringing part thereof so that the same becomes non-infringing; or
- (c) replace the relevant aspect of the Materials or infringing part thereof with other goods of similar type; or
- (d) repay to the Company the price paid in respect of the relevant aspect of the Materials relating to the whole or the infringing part thereof.

14.5 For the purposes of this clause Intellectual Property Rights includes but is not limited to all vested, contingent and future intellectual property rights including: (i) all inventions, compounds, compositions, substances, methods, processes, techniques, know-how, technology, data, information, discoveries, and materials including ideas, concepts, formulas, assays, practices, software, devices, procedures, designs, constructs, plans, applications, research, regulatory information, manufacturing process, scale-up and other technical data, reports, documentation and samples, including chemical, physical, analytical, safety, manufacturing and quality control data and information, as well as study designs and protocols; and any Patents, trade secrets, confidential information, proprietary processes, or industrial rights directly or indirectly deriving therefrom; (ii) all trademarks, service marks, copyrights, designs, trade styles, logos, trade dress, and corporate names, including all goodwill associated therewith; and (iii) any work of authorship, regardless of copyrightability, all compilations and all copyrights and includes also includes any inventions, made, to

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be made, discovered, conceived or reduced to practice whether or not patentable.

15. AUDIT AND INVESTIGATION

15.1 At all reasonable times during the Term and/or any Purchase Order, and for a period of four (4) years after the completion of any Purchase Order, Supplier agrees that the Supplier Group's books and records shall be subject to audit with Supplier's assistance and at reasonable times as Purchasing Group shall consider necessary. Purchaser's auditors shall have full and unrestricted access to all records for the purposes of auditing and verifying that the charges or costs presented by Supplier to Purchaser for payment are in accordance with the Agreement / Purchase Order, or for any other reasonable purpose, including verifying Supplier's compliance with its obligations under the Agreement / Purchase Order. In addition, if Purchaser has a reasonable basis to believe that Supplier Group has taken or failed to take any action that may subject Purchasing Group to liability under any laws including the anti-corruption laws, Supplier agrees that Purchaser shall have the right (but not the obligation) upon written notice to Supplier, to conduct an investigation of Supplier Group to determine to Purchaser's reasonable satisfaction whether any actions or failures to act on behalf of Supplier Group may subject Purchaser to such liability.

16. ASSIGNMENT AND SUBCONTRACTING

16.1 Supplier shall not assign, sublet or subcontract its rights or obligations under this agreement and/or any Purchase Order, in whole or in part, to any third party without the prior written consent of Purchaser, which the Purchaser may at its sole discretion accept or refuse. Supplier shall have a written contract in place for each approved sub-supplier prior to such sub-supplier performing any Services or supplying any Material. Supplier shall assume full responsibility for the acts or omissions of Supplier's sub-suppliers of any tier. All of Supplier's subcontracts, if any, for performance of the Services or the supply of Material shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order which protect and do not restrict Purchaser's rights as set forth in this Agreement and/or in the applicable Purchase Order.

16.2 Purchaser shall have the right to assign the Agreement / Purchase Order to its Affiliate or any third party customer. This Agreement shall inure to and be binding upon the respective successors and assignees of the Parties.

17. RECOURSE OF THE PARTIES

17.1 Supplier shall look only to Purchaser for the due performance of the Purchase Order and nothing therein contained shall impose any liability upon, or entitle Supplier to commence any proceedings against any third party customer or any person not a party to the Agreement or the Purchase Order.

17.2 Purchaser shall be entitled to enforce any Purchase Order on behalf of any third party customer in connection with the Agreement / Purchase Order as well as for itself and for this purpose, only Purchaser may commence proceedings against Supplier. The obligations and liabilities of Purchasing Group issuing Purchase Orders are several and not joint.

17.3 It is clarified that under no circumstances, by virtue of this Agreement, will the employee/workers of the Supplier be deemed to have any privity of contract with the Company nor would they or any of their heirs, assigns or successors would claim any benefit / privilege, whatsoever, from the Company.

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18. PREVAILING EFFECT OF THIS AGREEMENT AND RELEVANT PURCHASE ORDER(S)

18.1 This Agreement shall comprise of the following documents:

This Agreement

Annexure I: Compensation Schedule

Annexure II: Standard Terms and Conditions

Annexure III: Code of Conduct

Exhibit A: Corporate Policy Directive Possession of Contraband Items

Exhibit B: Insurance

(all hereinafter the "Agreement").

18.2 This Agreement shall be governed solely as per the terms of this Agreement, to the entire exclusion of any terms/conditions that the Supplier may state/ mention in any quotation and/or any other correspondence made by the Supplier. Consequently, the terms of this Agreement shall apply and shall be incorporated by reference / deemed incorporated in any Purchase Order issued hereunder and shall prevail at all times between the Parties over any other terms and conditions (including any terms or conditions which Supplier purports to apply to any purchase order, confirmation of order, Specification, invoice or other document) with respect to the provision of Materials or Services, except where the Parties, by its authorized signatories, have specifically agreed in writing to vary and override the terms of this Agreement or the Standard Terms and Conditions by Special Terms.

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FOR VEDANTA LIMITED
ACCEPTANCE BY SUPPLIER

, 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