

## CALLOUT ORDER

CONTRACT REF.NO. : 8500002980  
CONTRACT DATE :

Callout NO: 7300158905  
DATE : 13.12.2021  
Asset: Rajasthan

**TO:**  
**INDUS UNO ONLINE PVT. LTD**  
ALAPATI RAMARAO STREET HANUMANPET.,  
GANDHI NAGAR, VIJAYWADA SRIKAKULAM,  
14-6-3,  
ANDHRA PRADESH,520003,  
India.  
Tele:01122447194 Fax:  
ASHISH.JAIN@INDUSUNO.COM  
GST Reg. No: 37AADCI9220N1Z7

(Division # Cairn Oil and Gas)  
Mangala Processing Terminal  
Nagana Village, Via-Kawas,N.H. No.112,  
Barmer,344001,  
Rajasthan,India.  
Tele:02982-225956 Fax:02982 225463  
GST Reg. No.: 08AACCS7101B3ZU

Quotation Ref:

### General terms and conditions printed overleaf / attached apart from the terms given below

SL No	ITEM CODE	HSN/S AC	DESCRIPTION	MPN NO.	UOM	QUANTITY	DeliveryDate	UNIT COST	AMOUNT(INR)
10	10017 1383		KIT PMP REPR;REAR WETTED PART,API 685 KIT, PUMP REPAIR; TYPE: REAR WETTED PART, STANDARD: API 685; OEM: M PUMPS , EQUIP/TAG MODEL: SCMAG-29/4S-ANSI -600, EQUIP/TAG SERIAL: 001717-143A; DRAWING: R230CMT6-RGT-M-DWG- 0002-01; MEDIA: CONDENSATE, COMPRISING: CENTRIFUGAL ELEMENT (POS NO: 9), BUSHING SUPPORT (POS NO: 10), BUSHING (POS NO: 11), TOLERANCE RING BUSHING (POS NO: 12), SOCKET SCREW (POS NO: 13), SCREW (POS NO: 14), SCREW (POS NO: 15), ELASTIC PIN (POS NO: 16), SHAFT SLEEVE (POS NO: 17), SHAFT (POS NO: 18), TOLERANCE RING SHAFT (POS NO: 19), KEY (POS		KIT	1.000	15.02.2022	6,428,654.00	6,428,654.00

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			NO: 20), KEY (POS NO: 21), KEY (POS NO: 22), SOCKET SCREW (POS NO: 23), THRUST BEARING (POS NO: 24), IMPELLER (POS NO: 25), CENTRIFUGAL IMPELLER (POS NO: 26), IMPELLER NUT (POS NO:27), WASHER NORD LOCK (POS NO: 28), PRESSURE ELEMENT (POS NO: 29), SUCTION ELEMENT (POS NO: 30), PUSH BACK RING (POS NO: 31), SCREW (POS NO: 32), ELASTIC PIN (POS NO: 33), REAR SUPPORT SHAFT (POS NO: 34), GASKET (POS NO: 35), REAR CASING GASKET (POS NO: 36), INTERNAL MAGNET SPACER (POS NO: 37), REAR CASING (POS NO: 38), REAR CASTING LOCK RING (POS NO: 39), INTERNAL MAGNET (POS NO: 40), NUT LOWERED (POS NO: 41), SCREW (POS NO: 42)						

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SL No	ITEM CODE	HSN/S AC	DESCRIPTION	MPN NO.	UOM	QUANTITY	Delivery Date	UNIT COST	AMOUNT (INR)
			(Tax: IN:A/P: ND: IGST- 5% )						
<b>Subtotal</b>								INR:	6,428,654.00
<b>Grand Total</b>								INR:	6428654
<b>PAYMENT TERMS:</b>			Company will make 100% payment within 30 days after receipt of material/services as prescribed and Invoice as supported with documents as per clause ****. The payment shall be made to Contractor's nominated bank account in Indian Rupees by electronic clearing.						
<b>BANK GUARANTEE :</b>			NA						
<b>INCO TERMS:</b>			<b>DDP: RGT:</b> The Supplier bears all costs and risks in bringing the goods to Cairn Site. This includes duties, taxes and customs formalities. This term is applicable across all modes of transport.						
<b>WARRANTY / GUARANTEE</b>			18 months from delivery / 12 months from the date of commissioning whichever is earlier						
<b>INVOICE TO:</b>			Invoice in Favour of Invoice shall be raised in favour of Vedanta Limited (Division: Cairn Oil & Gas) with its correct address & respective GSTIN as mentioned on the first page of this Contract only. This is mandatory requirement for payment of GST to Contractor/Supplier/Vendor.  Address for sending physical copy of the original invoice for Payment Purpose (This address should not be mentioned on the Invoice) Accenture BPO Services, C/O. AP Helpdesk (Vedanta Limited), Green Boulevard Building no. B 9A, 2nd Floor, Sector 62, Noida , U.P - 201301. Attention: Accounts Payable. WBPO Contact Number: 0120-4764364. Email: Contactus.pscm@hdcairnindia.com.						

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<b>DELIVERY TERMS:</b>	14-16 weeks after receipt of Call-out order
<b>FREIGHT &amp; INSURANCE:</b>	
<b>NOTES:</b>	<p>GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER</p> <p>1. Definitions - In these terms and conditions: #Company# shall mean Vedanta Limited, or such other Vedanta company as is identified overleaf as requiring the Goods; #Co-venturer# shall mean any other entity with whom Company is or may be from time to time a party to a joint operating agreement or similar agreement relating to the operations for which the Goods are being supplied, together with the successors of such Co-venturer or the assignees of any interest of such Co-venturer; #Company Group# shall mean the Company, its contractors or suppliers (of any tier) excluding any member of the Supplier Group, its Co-venturers from time to time, its and their respective Affiliates, successors and permitted assignees, and its and their respective directors, officers and employees (including agency personnel); #Goods# shall mean the goods, materials, supplies and/or equipment to be supplied by Supplier pursuant to the Order; #Order# shall mean the order for Goods of which these terms and conditions form part, together with any and all specifications, additional terms and conditions, pricing schedules and other details attached hereto; #Party# or #Parties# shall mean either the Company or the Supplier as the context so permits and, as expressed in the plural, shall mean the Company and the Supplier collectively; #Supplier# shall mean the entity identified overleaf to provide the Goods; #Supplier Group# shall mean the Supplier, its subcontractors of any tier, its and their respective Affiliates, successors and permitted assignees, and its and their respective directors, officers, employees (including agency personnel);</p> <p>2. Co-venturers # Company enters into this Order for itself and as agent for and on behalf of the other Co-venturers. Notwithstanding the foregoing: (a) Supplier agrees to look only to Company for the due performance of this Order and nothing contained in this Order will impose any liability upon, or entitle Supplier to commence any proceedings against any Co-venturer other than Company; and (b) Company is entitled to enforce this Order on behalf of all the Co-venturers as well as for itself. For that purpose Company may commence proceedings in its own name to enforce all obligations and liabilities of Supplier and to make any claim which any Co-venturer may have against Supplier; and (c) all losses, damages, costs (including legal costs) and expenses recoverable by Company pursuant to this Order or otherwise shall include the losses, damages, costs (including legal costs) and expenses of Company's Co-venturers and its and their respective affiliates, except that such losses, damages, costs (including legal costs) and expenses shall</p>

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be subject to the same limitations or exclusions of liability as are applicable to Company or Supplier under the Order.

3. Entire Agreement - This Order constitutes the sole and entire agreement between Company and Supplier in respect of the supply of the Goods to the entire exclusion of all other terms and conditions. No terms or conditions endorsed upon, delivered or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Order and Supplier waives any right it otherwise might have to rely on such terms and conditions. No variation to any term or condition of this Order shall be valid unless expressly agreed in writing by both parties.

4.1 Delivery # The required date for delivery of the Goods is [insert date] (the #Delivery Date#), time being declared of the essence of this Order for delivery of the Goods. Supplier will ensure that the Goods are properly packed, secured and labelled in accordance with accepted industry practice and to meet Company's requirements as specified in this Order. The delivery term for the Goods shall be as per the Incoterms, 2010, [insert: Incoterm, place] (the #Delivery Point#), time being declared of the essence of this Order for delivery of the Goods. The Goods shall remain at the risk of Supplier until delivery to Company is complete when ownership of the Goods shall pass to Company. No amendment to the delivery date shall be made unless requested in writing by Company or due to causes beyond the reasonable control of Supplier and Supplier has notified Company in writing of such delay within 3 days of becoming aware of such delay. In such circumstance the delivery date shall be extended by a period equal to such period of delay. Supplier will provide Company by the due date(s), all drawings, certificates or other documentation in the specified format as detailed in this Order.

4.2 Liquidated Damages - If the Supplier fails to deliver the Goods in entirety to the Delivery Point by the Delivery Date, then the Supplier shall be liable to the Company for liquidated damages of [insert amount] per [day/week] (or pro rata in respect of a part [day/week]) of delay up to a maximum of [insert amount]. The Parties agree that such liquidated damages are a genuine pre-estimate of the losses which may be sustained by the Company for late delivery and are not a penalty. [Delete if not applicable] Where required, the Company will raise an invoice on the Supplier for liquidated damages as determined above plus applicable GST thereon. In case the Supplier does not pay the invoice raised for the liquidated damages as determined above (plus applicable GST thereon) within 7 days of the invoice being raised on the Supplier, the Company shall deduct the said amount from any payments due to the Supplier under this Order.

5A. Warranty - Supplier warrants that the Goods will conform to the specifications, drawings, samples or other

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descriptions furnished or specified by Company, and will be of satisfactory quality, of good material and workmanship, free from defect and will comply with the requirements of law. The foregoing warranty shall remain valid for a period of 12 months from the date the Goods are first put into operational use or 24 months from the date of delivery of the Goods, whichever shall occur first (#Warranty Period#). The Supplier hereby represents and warrants that:

(i) (a) it is duly incorporated, validly existing and in good standing under the laws of the country where it is incorporated; (b) have full corporate power and authority and legal capacity under its constitutive documents and under law to enter into and execute this Order; (c) is authorized under its constitutive documents and under law to perform its obligation under this Order; (d) has all corporate authorisations and all other approvals, statutory, regulatory or other consents, licenses, authorisations, waivers or exemptions required to enter into and perform their obligations under the Order; (e) is not restrained, enjoined or otherwise prohibited or made illegal by any applicable law, from executing and performing this Order.

(ii) in case, the Supplier belongs to the category of Micro, Small and Medium Enterprises (#MSME#) as defined in the Micro, Small and Medium Enterprises Development Act, 2006 and rules made thereunder (as amended from time to time) (hereinafter collectively referred to as #MSME Act#), then, the Supplier shall submit to the Company, within 10 days from the execution date of this Order, all documentary evidence including but not limited to the registration certificate establishing the registration of the Supplier under the MSME Act and shall also keep such registration valid during the entire tenure of the Order.

(iii) in case of breach of and/or failure to observe and comply with the provisions of Clause 1(ii) above by the Supplier, which is an MSME, then, the Company shall not be obligated to comply with the provisions of the MSME Act and/or provide to the Supplier any benefits therein. Any claims, demands, liens, judgments, awards, remedies, liabilities, damages, costs, losses, legal and other expenses arising out of the Supplier's breach of and/or failure to observe and comply with Clause 1(ii) above and levied against the Company, shall be to the account of the Supplier. The Supplier shall indemnify and hold the Company harmless from and against such claims, demands, liens, judgments, awards, remedies, liabilities, damages, costs, losses, legal and other expenses.

5B. Risk Purchase -

In the event of any claim arising under this Clause 5A (Warranty) prior to the end of the Warranty Period the Company may:-

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a) give a prior written notice of 30 (thirty days) to the Supplier requiring the Supplier to replace, repair or make good any defective Goods or any part thereof at its own cost (including labour and freight costs, if applicable); or  
b) if the Supplier fails to immediately commence and thereafter continuously proceed to comply with a notice issued by the Company pursuant to Clause 5B (a) to the Company's reasonable satisfaction, give notice to the Supplier that the Company will replace, repair or make good any defective Goods in which event the Supplier shall promptly reimburse the Company for any costs incurred by the Company in so doing.

6. Inspection and Approval - Company reserves the right to visit Supplier's manufacturing or other facilities, at all reasonable times, to inspect the Goods. Any approval or acceptance by Company shall not imply that Company has checked or is responsible for the accuracy or adequacy of any of the Goods and shall not relieve Supplier of any of its obligations, responsibilities or liabilities under the Order. The Goods shall be subject to Company's inspection and acceptance upon delivery, and if rejected due to non-compliance with the requirements of this Order, shall be removed immediately by Supplier at Supplier's risk and cost. In the event that Supplier fails to remove the rejected Goods within 30 days of notification by Company then Company reserves the right to dispose of the Goods and set-off the cost incurred by Company towards disposal of such rejected Goods. Packaging materials for the Items supplied against Purchase order shall be of only an environmental friendly i.e., which shall be of Recyclable and Re-usable in Condition. Also usage of Plastic Papers and Bags shall be the thickness more than 50 Microns as per #Plastic Waste Management Rules, 2016# published by Government of India.

7. Shipments - Unless partial shipments are specifically authorised by Company, any additional costs arising from Supplier's inability to ship the complete Goods as a single shipment shall be borne by Supplier. If the Goods are delivered to Company in excess of the quantities ordered, Company shall not be bound to pay for the excess and any excess will be and will remain at Supplier's risk and will be returnable at Supplier's expense.

8.1 Company Insurance # Where Company has advised Supplier that Company will provide marine and/or transit insurance in respect of the Goods, Supplier shall comply with all instructions issued by Company in respect of such insurance. If Company is unable to recover any amount in respect of the Goods pursuant to its marine and/or transit insurance cover as a result of Supplier's failure to comply with Company's instructions, Supplier shall be liable to Company for any such unrecoverable amount.

8.2 Indemnity # Company shall defend, indemnify and hold Supplier Group harmless from and against any and all claims, losses, damages, liability, suits and demands in connection with loss of or damage to the property of Company

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Group (but excluding property of Company Group in the care, custody or control of Supplier Group) and death or sickness of or injury to any member of Company Group arising out of or in connection with the performance of this Order, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of Supplier Group. Supplier shall defend, indemnify and hold Company Group harmless from and against any and all claims, losses, damages, liability, suits and demands in connection with loss of or damage to the property of Supplier Group and death or sickness of or injury to any member of Supplier Group arising out of or in connection with the performance of this Order, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of Company Group.

9. Prices # Unless otherwise expressly stated in this Order, the price for the Goods is inclusive of all taxes and other charges. No variation in the price or extra charges will be accepted by Company.

10. Payment - Except where Company rejects the Goods in accordance with this Order, Company will make payment within 30 days of the later of (a) delivery of the Goods or (b) receipt of a correct invoice. Payment for the Goods shall not constitute acceptance thereof, nor is time for payment of the essence. Invoices/correspondence must bear the Order number.

The Company reserves its right to perform periodic reconciliation of its books of accounts and that of the Supplier, with respect to payments under the Order. The Supplier shall provide all documentation (including but not limited to invoices, statement of accounts, balance confirmation) at vendor.reconciliation@cairnindia.com on quarterly basis, personnel and support for conducting the reconciliation. The Supplier further agrees and acknowledges that that the Company shall be entitled to withhold payments, without payment of interest, if the Supplier fails to perform its obligations under this Clause 10.

11. Company Property # Materials, equipment, tools, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Company shall at all times be and remain the exclusive property of Company, but shall be held by Supplier in safe custody at its own risk and maintained and kept in good condition by Supplier until returned to Company and shall not be disposed of other than in accordance with Company's written instructions, nor shall such items be used otherwise than as authorised by Company in writing.

12. Local Goods and Services - In the provision of the Goods, Supplier shall: (a) give preference to the purchase and use of goods manufactured, produced or supplied in India provided that such goods are available on terms equal or

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better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms; (b) employ Indian sub-contractors having the required skills or expertise to the maximum extent possible insofar as their services are available on comparable standards with those obtained elsewhere and at competitive prices and on competitive terms, provided that where no such sub-contractors are available, preference shall be given to non-Indian sub-contractors who utilise Indian goods to the maximum extent possible, subject to the proviso in 12 (a) above; and (c) co-operate with and assist Indian companies as sub-contractors to enable them to develop skills and technology to service the petroleum industry.

13. Customs or Excise Duties # Company and Supplier hereby agree to co-operate and to use all reasonable endeavours to obtain any exemption to which Company and/or Supplier is entitled in accordance with notifications issued by the Government of India from time to time, relating to the exemption of customs and excise duties in relation to machinery, plant, equipment and materials imported for use solely and exclusively on matters (inter alia) related to petroleum operations. In the event that notwithstanding the notifications, Supplier is prevented through no fault on the part of Supplier from importing any items the subject of the exemption certificate without payment of customs duties thereon, Supplier shall immediately inform Company and Company and Supplier shall co-operate and liaise to ensure that the items are imported as quickly as possible, provided always that in the event that any customs or excise duties are required to be paid such payment shall be made by Company and not Supplier. Supplier shall obtain all certificates and other consents relating to any equipment and materials provided and shall comply with all necessary import and re-export formalities at its cost. Supplier shall defend, indemnify and hold Company Group harmless from and against any loss, liability, damage or claim arising out of any items imported into India by Supplier which are not required for the purposes of this Order.

#### 14. Termination #

14.1 Without prejudice to any other rights of Company, if Supplier breaches any provision of this Order or if any proceedings in bankruptcy, insolvency or receivership or similar proceedings are taken out against Supplier, Company may terminate this Order (or in part) forthwith by giving written notice to Supplier and without any liability whatsoever to the Supplier. Supplier agrees that, in the event that the Company incurs additional expenditure including deployment of any other supplier for completion of such Order (or part thereof) due to a breach of obligations under this Order by the Supplier, then the Company shall be entitled to recover all such amount incurred by Company for completion of such Order, from the Supplier including by way of deduction from outstanding invoices. In addition, Company may terminate all or part of this Order at any time and without cause on giving notice

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ALAPATI RAMARAO STREET HANUMANPET.,  
GANDHI NAGAR, VIJAYWADA SRIKAKULAM,  
14-6-3,  
ANDHRA PRADESH,520003,  
India.  
Tele:01122447194 Fax:  
ASHISH.JAIN@INDUSUNO.COM  
GST Reg. No: 37AADCI9220N1Z7

(Division # Cairn Oil and Gas)  
Mangala Processing Terminal  
Nagana Village, Via-Kawas,N.H. No.112,  
Barmer,344001,  
Rajasthan,India.  
Tele:02982-225956 Fax:02982 225463  
GST Reg. No.: 08AACCS7101B3ZU

Quotation Ref:

to Supplier, in which event Company's sole liability to Supplier in respect of such termination shall be to make payment for any Goods actually delivered prior to the date of such termination, together with the actual direct, reasonable and substantiated costs incurred by Supplier as a result of this Order up to the date of termination. Termination of this Order shall be without prejudice to the rights and obligations of the parties up to and including the date of termination and shall not affect or prejudice any term of this Order that is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

14.2 If Supplier is unable to carry out its obligations by reason of Force Majeure events as per Clause 16 and the Force Majeure continues for a period more than [30 days], then Company may by giving notice in writing, terminate this Order with immediate effect. Any such termination shall be without prejudice to any of the right of the Supplier accrued prior to the date of such termination. In the event of termination by the Company pursuant to this Clause 17.6, the Company's sole liability to the Supplier in respect of such termination shall be to pay to the Supplier the relevant early termination fee set out in Schedule III (Compensation Schedule) or, if no early termination fee is set out, the direct and substantiated costs incurred by the Supplier in respect of the terminated Goods up to the date of termination. The Supplier shall use all reasonable endeavors to mitigate such costs.

15. Patents # Supplier shall defend, indemnify and hold Company and its Co-venturers harmless from and against any and all claims, losses, damages, liability, suits and demands arising from actual or alleged infringements of any patent or patent right, copyright or similar protection arising out of or in connection with the performance of this Order by the Supplier, except where such infringement necessarily arise from Company's specifications or instructions to Supplier.

16. Consequential Losses- Notwithstanding anything to the contrary in this Order, in no event shall either Party be liable to the other, whether arising under Order, tort (including negligence), strict liability or otherwise, for loss of business or anticipated profits, loss of opportunity, loss of reputation and any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

17. Confidentiality # Company and Supplier shall keep this Order and any information which either party receives from the other in strict confidence and will not disclose the same to any third party without the prior written consent of the other party. The foregoing restriction shall not apply in respect of information necessarily disclosed by Company to its Co-venturers or which was in the possession of the disclosing party prior to this Order or which is required to be disclosed by any law, rule or regulation of any governmental agency or court order. This Clause shall survive the expiry or termination of this Order for a period of three years.

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## CALLOUT ORDER

**CONTRACT REF.NO. :** 8500002980  
**CONTRACT DATE :**

**Callout NO:** 7300158905  
**DATE :** 13.12.2021  
**Asset:** Rajasthan

**TO:**  
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18. Assignment - Supplier shall not assign this Order or any rights or obligations hereunder without the prior written consent of Company. The Company shall be entitled (without Supplier's consent) to assign or novate the Order or any part of it or any benefit or interest in or under it to any party. In the event of an assignment or novation by the Company, the Supplier undertakes to enter into such documentation as is reasonably necessary to effect such assignment or novation.

19. Governing Law and Dispute Resolution - This Order shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts at New Delhi. Any dispute, disagreement, claim or other difference arising out of or in connection with this Order (a #Dispute#) shall be resolved in accordance with Clause 19.1 (Dispute Resolution).

19.1 Dispute Resolution: Any Dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Order or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the Dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 and rules made thereunder (as amended from time to time), which are deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows: (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than #50,00,000 (Rupees Fifty Lacs Only) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators. (ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be New Delhi, India. (iii) The award made in pursuance thereof shall be final and binding on the parties. The right to refer any Dispute to arbitration pursuant to this Clause shall survive the expiry or termination of the Order.

20. Business Ethics - Company has a Supplier Code of Conduct within its Code of Business Conduct and Ethics Policy applicable to, inter alia, all contractors and suppliers to ensure governance controls for prevention of corruption and bribery. This Supplier Code of Conduct read with the Code of Business Conduct and Ethics Policy, by reference, includes (i) Whistle Blower Policy; and (ii) Gifts & Entertainment Policy and can be reviewed on Company's website. Supplier undertakes to comply in full with the Supplier Code of Conduct read with the Code of Business Conduct & Ethics in the performance of its obligations hereunder. Furthermore, Company does not permit the engagement of

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## CALLOUT ORDER

**CONTRACT REF.NO. :** 8500002980  
**CONTRACT DATE :**

**Callout NO:** 7300158905  
**DATE :** 13.12.2021  
**Asset:** Rajasthan

**TO:**  
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undisclosed agents and by acceptance hereby, Supplier confirms it has not utilized the services of, or paid any fee to, any employee/consultant to Company, third party or agency to secure this Purchase Order. The Supplier confirms having read and understood the Supplier Code of Conduct read with Code of Business Conduct and Ethics and Insider Trading Prohibition Policy of the Company, a copy of which has been provided to the Supplier and which inter alia includes (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of all anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010 ; and (ii) adherence to the insider trading prohibition laws and regulations of all jurisdictions where securities of the company may be listed including but not limited to SEBI (Prohibition of Insider Trading) Regulations, 2015 [SEBI (PIT) Regulations, 2015], which inter alia prohibits the supplier and its employees and associates from trading in the securities of the company based on any #Unpublished Price Sensitive Information#. The Supplier confirms that he/she has read the relevant regulations stated above and policies of the Company at the time of entering into this Order and undertakes to abide by the terms thereof to the fullest extent at all times. The Supplier affirms that it has formulated a Code of Conduct and instituted appropriate measures to comply with the requirements of SEBI (PIT) Regulations, 2015 as amended from time to time. The Supplier shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company. The Supplier shall not use the services of any employees of the Company, whether directly or indirectly or offer any inducement or give, offer or promise any gifts, reward, bribes, compensation, kickbacks or any favour or thing of value to an employee of the Company or any person connected with such employee. The Supplier undertakes that in the event of use of any corrupt practices by it, the Company shall be entitled to terminate the Order forthwith and recover from the Supplier, the amount of any loss arising from such termination. A determination of the Company or its nominee to the effect that a breach of the aforesaid undertaking has been committed shall be final and binding on the Supplier. The Parties agree to comply with the provisions of the UK Bribery Act, 2010 and in case of a breach thereof, the same shall be treated as a breach of this Agreement. If at any time during execution or performance of this Order the Supplier is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connected with such employee, the Supplier must report the same immediately at [insert relevant whistleblower email id]. The Supplier shall further at all times perform this Order in a lawful manner consistent with the highest ethical standards and principles, including strict adherence to the Company's Human Rights Policy including the Modern Slavery Act provisions and in case of breach thereof, the same shall be treated as a breach of this Order. The Supplier shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Supplier's compliance with the obligations under Clause 20.

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## CALLOUT ORDER

**CONTRACT REF.NO. :** 8500002980  
**CONTRACT DATE :**

**Callout NO:** 7300158905  
**DATE :** 13.12.2021  
**Asset:** Rajasthan

**TO:**  
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21. Business Criticality Clause- Supplier expressly acknowledges that any breach by Supplier of its covenants set forth in this Order will cause irreparable injury to the Company for which monetary damage may not be an adequate remedy. Accordingly, the Supplier hereby confirms that no other client or customer of the Supplier shall receive any precedence over the Company in the provision of the Supplier's resources and performance of the Order and the Supplier hereby confirms that the timely, successful and effective performance and completion of the Order in accordance with this Order is, and shall remain, of utmost importance for the Supplier.
22. Counterparts - This Order may be executed in one or more counterparts, each of which will be deemed to be an original Order and all of which, when taken together, will constitute one and the same instrument.
23. No Agency - The Parties shall perform all obligations under this Order as independent Parties and nothing contained in this Order shall be deemed to create any association, partnership, joint-venture or relationship of principal and agent or master and servant between the parties or any affiliates or subsidiaries thereof.
24. Binding Effect - This Order shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
25. Force Majeure - Neither Party shall have any liability for any default resulting from Force Majeure, which shall include any circumstances beyond the reasonable control of that Party. The Party prevented from performing due to any such cause shall within 24 hours notify the other Party of the reason and the anticipated duration thereof and shall use its best endeavors to remove such cause and shall resume performance of this Order as soon as such cause is removed.
- For the purpose of this clause, #Force Majeure# shall mean riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or earthquake, flood, epidemic, pandemic, or any other natural disaster, but excluding weather/sea conditions as such, regardless of severity; or strikes at national or state level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party or its sub-contractors and which affect a substantial or essential portion of the Goods; or fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-contractors); or acts of government which could not have been reasonably anticipated or controlled which make performance impossible or impracticable.
26. Limitation of Liability - The total liability (and whether in Order, tort including without limitation negligence or otherwise) of the Supplier to the Company Group arising out of the performance or non-performance of the Order or

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## CALLOUT ORDER

**CONTRACT REF.NO. :** 8500002980  
**CONTRACT DATE :**

**Callout NO:** 7300158905  
**DATE :** 13.12.2021  
**Asset:** Rajasthan

**TO:**  
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any of its obligations under this Order or otherwise shall be limited to 100 % of the Order Price. However, the limitation of liability set forth in this clause shall not restrict the liability of the Supplier under Clause 8.2 (Indemnities), Clause 15 (Patents), Clause 17 (Confidentiality), Clause 20 (Business Ethics) and any other liability arising due to any fraud, Gross Negligence or illegal act or omission of Supplier Group. For the purposes of this clause, #Gross Negligence# shall mean such conscious, voluntary, wanton and reckless conduct, carelessness or omission as constitutes in effect, an utter disregard for harmful, foreseeable and avoidable consequences that the person knew or ought to have known.

27. Performance Bank Guarantee -

27.1 The Supplier shall furnish, within 7 days of execution of the Order, an irrevocable and unconditional performance bank guarantee in the sum of [insert amount] valid up to [insert date] in the form attached as Appendix 4 (Performance Bank Guarantee) or otherwise approved by Company from a scheduled bank acceptable to the Company (acting reasonably) (the #Performance Bank Guarantee#). 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 Order after Supplier duly submits a certificate to the effect that there are no claims against the Supplier 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 Order. 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 Order is for any reason extended beyond such validity date.

27.2 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.

27.3 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 Order Value pursuant to a variation or amendment to the Order, 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.

27.4 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right

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## CALLOUT ORDER

**CONTRACT REF.NO. :** 8500002980  
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**Callout NO:** 7300158905  
**DATE :** 13.12.2021  
**Asset:** Rajasthan

**TO:**  
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under the Order to draw on the Performance Bank Guarantees under the following circumstances:

- failure by the Supplier to supply the Goods in accordance with the Order resulting in termination; or
- failure by the Supplier to duly perform any of its obligations under this Contract; or
- 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.

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

27.6 If the Supplier fails to provide, maintain or renew the Performance Bank Guarantee in accordance with the terms of the Order, 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 Order forthwith by written notice.

27.7 In addition to the other circumstances specified in this Order, Company has the right to draw down and, at Company's discretion, apply the proceeds in remedying any breach by Supplier of this Order, 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.

28. Risk and Title-

28.1 The risk of loss of or damage to the Goods shall transfer from the Supplier to the Company:

- Where Goods are supplied from outside India, in accordance with applicable INCO Terms (as stipulated under the relevant Call Out Order);
- Where Goods are supplied from India, at the time the Goods are delivered to the Company and acknowledgement of possession of the Goods is issued by the Company in accordance with this Order.

28.2 Unless otherwise stipulated in this Order and/or any Call Out Order issued hereunder, title to the Goods shall pass to the Company upon the earlier of:

- when the Goods or any part thereof are first identifiable as being appropriated to the Contract;
- payment by the Company for the Goods; or
- passing of the risk of loss or damage to the Company in accordance with Clause 28.1;

29. Suspension-

29.1 Suspension without Cause

29.1.1 Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Supplier to suspend the supply of Goods (or part thereof) under this Order by giving a prior written notice to the Supplier.

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29.1.2 During the Suspension Period pursuant to Clause 29.1.1, the Company shall not be liable to make any payments of whatsoever nature during the period of suspension.

29.2 Suspension Due to Default

29.2.1 If the Supplier is in breach of any of its obligations under this Order (including, without limitation, any breach of provisions/policies relating to health safety and environment), the Company shall, subject to Clause 29.1.2, be entitled to immediately suspend the supply of Goods by written notice to the Supplier until such time as such breach has been remedied by the Supplier, in which case no rates or other amounts shall be payable to the Supplier in respect of such period of suspension.

29.2.2 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 Company shall, prior to issuing any suspension notice pursuant to Clause 29.2.1, notify the Supplier of the breach. Following receipt of such notice, if the Supplier 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 29.2.1

30. GST Exemption for domestic supply and import in India- Supplier shall follow the shipping instructions given under Annexure A and Annexure B for obtaining GST exemption for domestic supply of Goods and import of Goods in India respectively, if applicable.

**for VEDANTA LIMITED**  
**(Division # Cairn Oil & Gas)**

**AUTHORISED SIGNATORY**

### GENERAL TERMS AND CONDITIONS

This purchase order/callout order shall be governed by the terms and conditions of Contract No. 8500002980

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