



Domestic Purchase Order (INP)

**ISSUED ON:** 27.05.2021

**This document supersedes all documents of the same number**

**5145000023**

CLP Wind Farms (India) Private Limited

Khasra no 752 3, Tehsil Tonk Khurd,  
Village Kamalapur, Dewas,  
Madhya Pradesh-455116

CIN: U40106DL2008PTC241157  
GST No. 23AADCC4393G1ZT

INDUSUNO ONLINE PVT LTD

Building No. 453, Shop No. 24  
First Floor, Srivastava Market, Hauz Qazi  
New Delhi 110006  
India

Attention: Kushal Gupta  
Telephone: +91-9205399101  
Fax No:  
Email: sales@indusuno.com

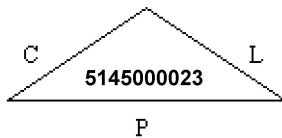
PAN Card: AADCC4393G  
Insurance Policy Ref:

Vendor No.: 20006515  
Vendor GST: 07AADCI9220N1ZA (Registered)

<b>YOUR REFERENCE:</b>	Yur Quotation against our RFQ 800221 and subsequent discuss Dt. 04.05.2021
<b>GENERAL DESCRIPTION:</b>	Supply of Celestron-100 Spotting Scope with Tripod
<b>INCOTERMS:</b>	DAP-Chandgarh, MP Plant

Item	Ref. No. Description	Qty.	Unit	Unit price	%	Amount ( INR )
10	<b>400004482</b> <b>ULTIMA 100-45, SPOTING SCOPE, CELESTRON</b> <b>HSN Code -</b> MAKE : CELESTRON MODEL : 52252 DESCIPRITON : ULTIMA 100 VIEWING POSIION : 45 DEG ANGLE APERTURE : 100 MM	1	SET	<b>38,084.00</b>		<b>38,084.00</b>

Item	Ref. No. Description	Qty.	Unit	Unit price	%	Amount ( INR )
	FOCUL LENGTH : 540 MM LENGTH : 19" – 483 MM WEIGHT : 2 KG ASSESORIES INCLUDED : 1. CELLPHONE ADAPTOR 2. HEAVY DUTY TRIPOD STAND FOR ULTIMA <b>Item Integrated GST</b>				18	6,855.00
<b>TOTAL ORDER VALUE</b>		<b>Indian Rupee FORTY-FOUR THOUSAND NINE HUNDRED THIRTY-NINE ONLY</b>				<b>44,939.00</b>

**TERMS & CONDITIONS:**

The enclosed Conditions of Contract (COC) shall apply to this Purchase Order. In the event of more than one set of COC are enclosed, and/or discrepancy/contradiction is found in the terms and conditions, the Buyer shall be notified immediately for clarification.

**Payment terms:**

within 30 days Due net

100% payment along with taxes and duties shall be paid within 30 days of receipt of material at CLPWF- Chandgarh, MP Plant. You shall submit invoice to GM (Finance) to make the payment.

In case of part delivery of materials or items, corresponding payment to the supplied material shall be processed based on the unit rate along with applicable taxes as per terms of payment, subject to receipt of invoice and acceptance of material.

Please send Original copy of the invoices, LR /Dispatch documents, packing list etc. along with the material and shall be addressed to

CLP Wind farms (India) Pvt Ltd  
06, Sendhav villa, Radhakunj Colony,  
Near Ram Rahim Chauraha, Arjun Nagar Road,  
Radhaganj, Dewas, Madhya Pradesh- 455001  
Contact Person- Mr. Vivek Soni  
Phone : 9770473162

**Date of Delivery** to store/site: 10.06.2021

**Delivery location:**

Chandgarh, Madhya Pradesh  
Village – Amona Taluka –Tonk Khurd

District – Dewas (MP) 455116

1) Enclosures: Purchase Order Terms & Conditions

2) You shall submit the order acceptance duly signed and stamped on each page within 03 days of its receipt.

3) Material should be supplied as per exact specification/make mentioned in the order.

4) You shall deliver the material on urgent requirement basis irrespective of the delivery date mentioned in this order.

## 5) "Intellectual Property Rights

### (A) Right to License

- (i) The Vendor has current and valid rights to use or license all intellectual property rights embodied in the equipment and/or works, any documentation or other materials provided by the Vendor to CLP, under or in connection with this purchase order / work order and that such right to use or license does not violate or infringe any third party intellectual property rights.
- (ii) The Vendor represents and warrants that, there are no actual or threatened proceedings against the Vendor alleging infringement of third party intellectual property rights, in respect of any intellectual property rights to be used by the Vendor in the equipment and for the performance of the works or in any documentation or other materials provided by the Vendor to CLP under or in connection with this purchase order / work order.

### (B) License

The Vendor hereby grants CLP a non-exclusive, irrevocable, royalty free, and transferable license to use the relevant intellectual property rights for the purpose of enabling CLP to use the equipment and/or works and any documentation or other materials provided by the Vendor to CLP under or in connection with this purchase order / work order. CLP shall have the right to permit its employees, consultants and subcontractors, to use such license as per CLP's requirements.

### (C) IPR Indemnity

Notwithstanding anything contained herein, the Vendor hereby indemnifies and shall keep indemnified CLP from and against all losses actually incurred by CLP arising out of any claims which determine that:

- (i) the sale to CLP and use by CLP of the equipment or any part thereof and/or the works for CLP's requirements, during the operational life of the project, or
- (ii) use of any documentation or other materials provided by the Vendor to CLP under or in connection with this purchase order / work order;

infringes the intellectual property rights of any third party."

## 6) Warranty Terms: 6 months on Astronomical Primary Lens only.

Delivery up to our CLPWF- Chandgarh, MP Plant - You shall arrange to deliver the material up to CLPWF Chandgarh, MP Plant and the freight charges shall be borne by you. You shall provide the scan copy of the LR/dispatch documents immediately after the dispatch of material to following persons.

vinod.sadul@clpindia.in  
kunal.chandak@clpindia.in  
jayesh.wadhwani@clpindia.in  
ajay.khopkar@@clpindia.in

**Address all queries regarding this order to:**

Kunal Chandak

Phone no. : +91-7208974298

Fax no. :

Email : kunal.chandak@clpindia.in

**Please address your invoice payment enquires to:**

SANJEEV SHARMA

GM (FINANCE &amp; ACC.)

CLP WIND FARMS INDIA PRIVATE LIMITED

7TH FLOOR, FULCRUM, SAHAR ROAD

ANDHERI (EAST), MUMBAI - 400 099

Phone No. : +91 22 6670 9712

Fax No. : +91 22 6758 8811

Email : sanjeev.sharma@clpindia.in

Important Note: (Points 1 to 4 do not apply in case the order does not involve supply of material).

- 1) All the materials supplied by you shall have a tag, which shall not get detached during transportation. The tag should clearly mention PO number, our item code and description as written in PO for unambiguous identification on each and every item supplied. In addition to that you shall also attach your own tags (if applicable). Any item(s) found not having tag(s) (code and description as written in PO) shall be rejected.
- 2) You shall indicate the appropriate method for storage/preservation of the subject item.
- 3) Please do not forget to mention our Order No., Supplier, Item code in your Invoice/Challan for prompt payment.
- 4) Please note that delivery of material will be taken in between 9.00 A.M to 4.00 P.M from Monday to Friday (except holidays).
- 5) You shall submit the order acceptance duly signed and stamped on each page within 10 days of its receipt.
- 6) Please send us Duplicate copy of Excise Gate Pass, if Excise Duty is charged to avail modvat benefits.
- 7) You shall forward LR/AWB/BL to Mr. Satish Shetty Manager (Commercial) and Invoice/Performa Invoice to Mr. Akhil Agarwal Manager (Finance) .
- 8) Delivery : Time is the essence of this order and you are requested to comply with the delivery period as per the order. In case there is delay in delivery of material for reasons not attributable to us, our system will temporarily cancel your vendor registration and so we will not be able to send any enquiry and order till the matter of delayed order is resolved up to our satisfaction.
- 9) Detailed Commercial TERMS AND CONDITIONS as per enclosed annexure.
- 10) You/Your agents/Your sub-contractors/ Your employees are expected to conduct activities in compliance with Group's Conflicts of interest, Alcohol and Drug Free, and Business Ethics Policies specifically.
  - \* All financial settlements, reports, and billings rendered are to properly reflect the facts about all activities and transactions handled for the account of the Group.
  - \* All applicable laws and regulations are to be complied with when conducting business in the name of or otherwise on behalf of the Group.
- 11) You, your sub-contractors and your agents shall provide right of access by auditors to work sites, contractors offices, personnel and records in order to verify reasonableness of financial statements and contract compliance.
- 12) You shall comply with the vendor code of conduct described here under.
- 13) Your acceptance to this order without specific deviations implies that all the terms & conditions prescribed are accepted.
- 14) In case of material delivery, it is advised that part delivery shall be avoided.

## VENDOR CODE OF CONDUCT

### **Business Practices:**

We require strict adherence to proper business practices to ensure the achievement of high standards of business and personal ethics for those with whom we work, including advisor/consultant engaged. You must adhere to all laws of India in performing the service. You will not offer or make any payment of monies or other valuable consideration to, directly or indirectly, influence, corruptly or unlawfully, any decision of judgment of any official or any government or of any subdivision, agency or instrument of that government in connection with the Assignment or in connection with any contracts or dealing with third parties associated with the Client.

Governmental officials include any officer or employee or person acting in an official capacity on behalf of a government or any department, agency or instrumentality of a government. Political parties, their officials and political candidates are also included in the definition of "Government officials". If during the course of your representation of us, any issues of questions of concern should arise in this regard, please contact Mr. Rajiv Mishra (Managing Director) Email : [rajiv.mishra@clpindia.in](mailto:rajiv.mishra@clpindia.in)/Mr. Sandeep Raheja (CPO, CLP India) Email: [Sandeep.raheja@clpindia.in](mailto:Sandeep.raheja@clpindia.in) directly.

### **Equal Opportunity:**

We advocate engaging entities for services whose employment practices and ownership reflect the diversity of the communities in which they do business. We will only retain advisor or consultants who do not discriminate based upon race, colour, national origin, religion, sex, age, marital status, medical condition or disability.

### **Conflict of Interest:**

You must use reasonable endeavors to prevent a conflict arising between your interests and ours, including ensuring that your directors, officers and employees do not make, receive provide or offer gifts, payments loans, substantial entertainment or other things of value for the purpose of influencing persons to act contrary to our interest. Should a real or potential conflict of interest arise, full disclosure must be made to Mr. Rajiv Mishra (Managing Director) Email : [rajiv.mishra@clpindia.in](mailto:rajiv.mishra@clpindia.in)/ Mr. Sandeep Raheja (CPO, CLP India) Email: [Sandeep.raheja@clpindia.in](mailto:Sandeep.raheja@clpindia.in) as soon as you become aware of it. We expect you to obtain our consent before representing anyone whose interests are adverse to our interest. We would also ask that you discuss with us potential representations of any of our significant competitors.

### **Bribery, Gifts and Entertainment**

We forbid paying, offering, asking for, proposing terms for, or accepting, bribes directly or with the assistance of any organization or individual. We are strictly prohibited from discussing terms with people who ask for or offer bribes.

The Company is committed to conducting all business without undue influence. We decline entertainment, gifts or other benefits (e.g., personal favors, or preferential treatment) that influence, or appear to influence, business decisions in favor of any person or organization with which the Group may have business dealings.

### **Alcohol and Drug Free Policy:**

CLP INDIA GROUP is committed to providing a safe and healthy work environment for all

employees of Vendor. CLP INDIA GROUP recognizes that alcohol or drug abuse can impair and affect health and job performance. It is also hazardous to the workplace safety, employee's wellbeing and productivity. Therefore, CLP INDIA GROUP must ensure that its workplace is free of any alcohol and drug or related problems. No employee of Vendor will be allowed to work under the influence of alcohol or drug. Use or possession of drug or alcoholic beverages on CLP INDIA GROUP's workplace is strictly forbidden.

### **Responsible Procurement Policy Statement**

The CLP Group Value Framework sets out both the values that guide the way we do business, and the commitments we make to those holding a stake in our business, including all those from whom we procure goods and services (our Suppliers). These values include our Policy Statements on Occupational Safety and Health and Environmental matters, and the Code of Conduct which governs the behavior of our staff and contractors at our premises. Part of our commitment is to encourage our Suppliers to be guided by such principles in conducting their own businesses.

The CLP Group Procurement Values and Principles explain in further detail how the Value Framework applies to our procurement activity and describes how the Procurement Values and Principles apply to our relationships with our Suppliers.

Based on these values, this Policy Statement summarizes the expectations that we in the CLP Group have of the Suppliers that we select through our procurement process and of their suppliers and subcontractors. We believe that demonstrating our own commitment to continuous improvement and encouraging others to use best practice will bring benefits throughout the supply chain, helping to build good corporate citizenship.

#### **Policy Statement:**

##### **1. Legal Compliance**

Our Suppliers and their suppliers and subcontractors must comply with the laws and regulations of their own country and exported products must comply with laws in force in destination countries.

##### **2. Respect for People**

We expect our Suppliers and their suppliers and subcontractors to provide a safe working environment for their employees, to make safety an integral part of work activities and to strive for continuous improvement in their safety standards and performance, with the goal of zero injuries at all work locations.

We expect our Suppliers and their suppliers and subcontractors to implement good employment practices and treat employees fairly, to respect the rights of employees, provide a work environment free of discrimination, and for there to be no use of forced labour or child labour.

##### **3. Ethics and Business Conduct**

We expect our Suppliers and their suppliers and subcontractors to follow transparent business processes and high standards of business conduct.

We expect decisions throughout the supply chain to be made without conflict of interest and for safeguards against the giving or receiving of bribes to be maintained.



#### 4. Responsible Environmental Stewardship

We expect our Suppliers and their suppliers and subcontractors to be committed to the efficient use of resources, to use fuel and water conservatively, to dispose of waste and manage all key environmental impacts in a responsible manner.

We expect our Suppliers and their suppliers and subcontractors to consider the impact of their business activities on the environment and to monitor environmental performance with the aim of continuous improvement over time.

##### Policy Implementation

We expect our Suppliers to demonstrate their commitment to meeting these expectations and where applicable to have processes in place to review performance. Over time this commitment will form an increasingly important part of our procurement selection process.

We value long-term mutually beneficial relationships with our Suppliers. We regularly review the contract performance of our key Suppliers and such reviews will take this policy statement into account. Where gaps are identified, we will encourage our Suppliers to formulate and implement enhancement plans.

We will be glad to respond to feedback about our supply chain raised by Suppliers or other stakeholders.

**Domestic Purchase Order (INP)**

Order: 5145000023

Order Date: 25.05.2021

For, CLP Wind Farms (INDIA) Private Limited



Manoj Burkul

Assistant Manager- Commercial

T: +91 02266709752 | E: manoj.burkul@clpindia.in |

M- 7700910296

**Note :**

Any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to us by you. Similarly, the benefits enjoyed by your vendors and other players in the supply chain are also required to be passed on to you by them, which in turn shall be passed on to us by way of price reductions. Accordingly, you are expected to pass on any direct or indirect benefits arising thereon.

The responsibility to pass on the above benefits vests with you, as our 'responsible vendors' and we reserve our right to understand and seek the manner/ mechanism in which such benefits are passed on to us.

Order received and accepted

for,

INDUSUNO ONLINE PVT LTD

Authorised Signatory &amp; Deal

## PURCHASE ORDER TERMS AND CONDITIONS

For the purposes of these Purchase Order Terms and Conditions, CLP Wind Farms (India) Pvt Ltd ("**the Company**") and the party specified in the Purchase Order who shall supply the Product(s) and Service(s) and/or Software in accordance with the Purchase Order ("**Supplier**") may be collectively referred to as the "**Parties**" and individually as the "**Party**".

**1. Scope of this Purchase Order** The terms and conditions of this Purchase Order will apply to the Company's purchase of all Supplier provided equipment, products, hardware, goods, materials, consumables, parts or components ("**Products**"), and services, whether on site or off site, ("**Services**") or licensing of Supplier provided software ("**Software**"). In the event a contract number is identified on the front of this Purchase Order or, if the contract number is not identified and a valid contract exists between the parties related to the subject matter of this Purchase Order, such contract terms and conditions will apply and, with the exception of this paragraph 1, supersede the terms and conditions of this Purchase Order. The word "purchase" used in this Clause in the context of Products shall include purchase, lease, and hire of such Products including license or right to use such Products.

**2. Acceptance of this Purchase Order** Unless prior written notice of rejection is received by the Company from the Supplier, this Purchase Order will be deemed accepted by the Supplier upon the occurrence of the earliest of: (i) expiration of five (5) days from the date of issuance; (ii) Supplier's written acceptance; (iii) shipment of the Product(s) and/or Software; (iv) commencement of Services; or (v) submission of Supplier's first invoice.

**3. Prices and Discounts** The prices and discounts will be as provided in this Purchase Order. The Prices include all expenses (and taxes, except taxes specifically excluded in Clause 4) which the Supplier incurs in supplying the Product(s), Service(s) and/or Software.

**4. Taxes** All duties, taxes, insurance contributions and statutory social security contributions (including but not limited to provident fund contributions, gratuity and statutory bonuses) ("**Taxes**") arising out of or in connection with Supplier's performance of the Purchase Order will be paid by the Supplier. Supplier shall be solely liable for Taxes based on Supplier's net or gross income. The Parties agree that the prices or rates stated herein include all such charges and that such prices or rates will not be changed hereafter as a result of Supplier's failure to include therein any applicable Taxes. Supplier shall indemnify and hold the Company harmless from its failure to make payment of such Taxes. Should service tax, octroi, entry tax and/or work contract tax be applicable and payable by the Supplier with respect to the Products, Services and/or Software supplied or performed by it, the Company shall reimburse the same at actual cost. Taxes payable by the Company shall be billed as separate items on Supplier's invoices and shall not be included in Supplier's prices or otherwise compensated pursuant to any other provisions of the Purchase Order. Supplier shall indemnify and hold the Company harmless for Supplier's failure to timely pay or withhold Taxes resulting from Supplier's performance under the Purchase Order. Notwithstanding anything contained in this Clause 4, the Company shall withhold applicable income-tax or any other tax as may be required under applicable law from the payments to be made hereunder by the Company and an appropriate certificate to that effect shall be issued by the Company.

**5. Invoicing** Supplier's invoices shall be rendered upon completion of the work as provided in the Purchase Order or as may be otherwise specified in the Purchase Order. The Products, Services and/or Software shall be delivered free from all claims, liens, and charges whatsoever. The Company reserves the right to require, before making payment, proof that all parties furnishing labour and materials in connection with the performance of the Supplier's obligations under the Purchase Order have been paid. Invoices raised by the Supplier shall refer to the Purchase Order number and its date of issuance.

**6. Payment Terms** Invoices will be payable by the Company on expiry of the period as specified in the Purchase Order, which period shall commence from the date of receipt of a correct invoice. A correct invoice is an invoice which is complete and correct as to format, content and charges.

**7. Rejections** If the Company rejects any or all of the non-conforming Products or Software, the Company may, in addition to all its other rights and remedies at law or equity: (i) return the shipment in whole or in part for credit including transportation charges; and/or (ii) accept a

Conforming part of the shipment; and/or (iii) replace any rejected Products or Software with third party products with any additional costs to be reimbursed by Supplier.

**8. Failure to Deliver on Time** Time is the essence of the contract. Supplier's failure to deliver any Product, Software or Services within the time specified in this Purchase Order or to meet any agreed upon milestone or completion date will constitute a material breach; in which event the Company shall have the right to levy liquidated damages as may be specified in the Purchase Order. Liquidated damages are intended to compensate the Company for the delayed or late performance by Supplier and are not a penalty.

**9. Changes** the Company may require changes to this Purchase Order at any time. The parties will agree on any price and/or schedule adjustments. Any discussion of such adjustments will not delay Supplier's performance of the mutually agreed upon change.

**10. Product Warranty** Supplier warrants that Products provided under this Purchase Order will be new and free from defects in design, material and workmanship and will conform to and perform in accordance with the specifications, drawings and samples and documents provided by Supplier. These warranties extend to the future performance of the Products and will continue for the longer of (i) fifteen (15) months after the delivery of Product(s); or (ii) twelve (12) months after acceptance. In the event the Purchase Order specifies a warranty period which is shorter than that specified in the preceding sentence, the warranty period specified in the Purchase Order shall be applicable. If Products provided contain manufacturers' warranties, Supplier hereby assigns such warranties to the Company and, as applicable, the Company's customers.

**11. Services Warranty** Supplier warrants to the Company and, as applicable, the Company's customers that Services will be performed in a diligent, workmanlike and professional manner in compliance with relevant industry standards and in accordance with all specifications, drawings and documentation related to such Services.

The Services shall be provided by the Supplier in accordance with the SLAs specified in the Purchase Order or in an Annexure hereto.

**12. Software Warranty** Supplier warrants that the Software provided will be substantially free of errors, viruses, open source and malicious codes and will perform according to its specifications and documentation related to such Software.

**13. Warranty Exclusions, Survival and Remedies** THE FOREGOING WARRANTIES ARE IN ADDITION TO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties will survive inspection, acceptance and payment. Products, Software and/or Services not meeting the warranties will be, at the Company's option, returnable for a refund, or subject to repair, replacement and/or reperformance by Supplier at no cost to the Company or, as applicable, to the Company's customers. Transportation costs and risk of loss and damage in transit for nonconforming and replaced Products will be borne by Supplier. Repaired and replacement Products and Software will be warranted as new and shall have the same warranty period as the replaced or repaired Products.

**14. Epidemic Failure** Supplier will develop and implement, at no cost to the Company, a corrective action plan ("**CAP**"), acceptable to the Company, for any Products that evidence a catastrophic or systemic failure within five (5) years from the shipment date of the Products. Supplier will reimburse the Company for all reasonable costs related to the epidemic condition and/or CAP implementation.

**15. Limitation of liability** Except for amounts due hereunder, the Company's liability to Supplier for any and all direct damages will not exceed the amounts paid under this Purchase Order. Neither Party will be liable for any incidental, indirect or consequential damages arising out of the breach of any provisions of this Purchase Order.

**16. Indemnity** Supplier will indemnify, defend and hold harmless the Company, its affiliates, customers, employees, successors and assigns from and against any third party claims arising from Supplier's acts or omissions, (including non-compliance with applicable law) and pay any reasonable attorney's fees and all damages, fines, penalties, claims or such other liabilities.

Supplier shall also indemnify, defend and hold harmless the Company, its affiliates, agents, contractors, or their directors and employees from and against any entitlement, assertion or claim, which any contractor, agent,

## PURCHASE ORDER TERMS AND CONDITIONS

employee or personnel of the Supplier including any personnel of the Supplier's contractors or agents might have or might make with respect to (a) any claim of employment with the Company, (b) any claim for compensation of whatever nature or (c) any rights or privileges in any employee benefit plan of the Company and which arises, in whole or in part, out of Services rendered under this Purchase Order.

**17. Infringement** Supplier will indemnify, defend and hold harmless the Company, its affiliates and their customers, officers, directors, and employees (all referred to in this clause as "the Company") from any losses, damages, liabilities, fines, penalties, and expenses (including reasonable attorneys' fees) that arise out of or result from any and all claims of infringement or misappropriation by Supplier of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest of a third party or related to the existence of this Purchase Order or performance under or in contemplation of it, except to the extent such infringement or misappropriation is due solely to the acts or omissions of the Company.

**18. Assignment & Subcontracts** Except for moneys due, neither Party shall assign the Purchase Order, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. However, the Company may make such an assignment to a present or future affiliate, subsidiary or to any successor or transferee of its substantial business as a result of a merger, acquisition, business transfer or change in management control of the Company, in whole or in part, without the prior consent of Supplier. Upon acceptance of the assignment and delegation and assumption of the duties under the Purchase Order, the Company shall be released and discharged, to the extent of the assignment and delegation, from all further duties and obligations under the Purchase Order.

Supplier shall not subcontract with any third party for the performance of all or any portion of its obligations under the Purchase Order without the prior written approval of the Company.

**19. Dispute Resolution & Choice of Law** If the Parties have not been successful in amicably resolving a dispute related to the Purchase Order, the Parties agree to refer such disputes to arbitration by a single arbitrator in accordance with the Arbitration & Conciliation Act, 1996 and amendments thereto; provided that the making of any reference under this Clause shall not entitle the Supplier to cease to perform any obligations under the Purchase Order which are unperformed at the time of the reference. Venue of arbitration shall be Mumbai and the arbitration shall be conducted in the English language. The validity, construction and performance of this Agreement including its enforcement shall be governed by and interpreted in accordance with the laws of the Union of India.

Subject to preceding paragraph, the Parties agree to submit themselves to the jurisdiction of Courts in Mumbai. Nothing in this Clause shall be construed to preclude any Party from seeking injunctive relief in order to protect its rights pending resolution or mediation.

**20. Entire Agreement** This Purchase Order is the parties' entire agreement as to the Products, Services and Software and it supersedes all prior agreements, proposals, communications and understandings, whether written or oral. This Purchase Order can only be amended in writing signed by both parties.

**21. Force Majeure** Neither Party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, civil, governmental or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming Party or its subcontractors.

**22. Independent Contractor/No Agency** Each Party to this Agreement is an independent contractor and not an agent of the other.

**23. Insurance** Supplier will maintain during the term of the Purchase Order the following insurance policies and provide the Company certificates or proof of insurance with respect to such insurance policies: pWorkmen's compensation insurance policy as required by applicable law; 1Automobile insurance policy as required by applicable, if the use of any vehicle is required in connection with the supply of any Products and/or Services; and Such other insurance policies as may be specified in the Purchase Order.

**24. Marks** Supplier will not, without the Company's prior written consent, make public use of the Company or its affiliates' trade names, trademarks, logos, or any other designation or drawing ("**Marks**").

**25. Software License** Unless otherwise provided in a separate license agreement attached to this Purchase Order, Supplier hereby grants the Company a worldwide, non-exclusive, royalty-free, perpetual, transferable license to use, have used, reproduce, have reproduced and sublicense all Software furnished to the Company by Supplier under this Purchase Order. the Company will not reverse compile or disassemble the Software.

**26. Supplier's Employees and Subcontractors** All persons furnished by the Supplier will be considered solely the Supplier's employees, agents, or subcontractors and the Supplier will be responsible for ensuring payment of all unemployment, social security and other payroll taxes, including statutory contributions including but not limited to contributions towards provident fund, gratuity, bonus, workmen's compensation insurance. Supplier will be responsible to the Company for all work performed by the Supplier's subcontractor(s) at any tier.

**27. Supplier's Information** Supplier will not provide any of its or a third party's technical, business or other information unless the Supplier has the right to do so, and the Company will not view any of the foregoing as confidential or proprietary, unless otherwise notified in writing. If Supplier desires to provide to the Company confidential and/or proprietary information with restrictions, it will only be furnished under a non-disclosure agreement.

**28. The Company's Information** Supplier will view as the Company's property any idea, data, programme, technical, business or other information owned or controlled by the Company, and/or provided to, or acquired by Supplier in connection with this Purchase Order (Information). Supplier will keep Information confidential, use it only in performing its obligations under this Purchase Order and obligate its employees, subcontractors accordingly. This does not apply to information previously known to Supplier free of obligation or made public through no fault of Supplier. Following the Company's directions, Supplier will, at its own expense, destroy or return the original and/or any copy of Information.

**29. Survival of Obligations** All obligations that by their nature would continue beyond the termination, cancellation or expiration of this Purchase Order, will survive termination, cancellation or expiration.

**30. Termination/Cancellation** The Company may at any time terminate or cancel this Purchase Order, in whole or in part, by written notice to Supplier. Purchase Orders may be terminated/cancelled without liability to the Company. The Company's liability for terminated/cancelled Products, Software and/or Services will be limited to the amount due for accepted Products, Software and/or Services performed up to and including the date of termination/cancellation.

**31. Title and Risk of Loss** Title and risk of loss to Product(s) and/or Software will vest in the Company when the Product(s) and/or Software is delivered according to the shipping terms on this Purchase Order. If additional services are to be performed after delivery, Supplier will retain risk of loss until such services have been performed and the Product(s) and/or Software is accepted by the Company or customer, as applicable.

**32. Audit.** Unless otherwise agreed to by us in writing, you must strictly adhere to the terms of the engagement, including all conditions and requirements contained in this engagement letter. At all reasonable times we will have access to any and all records, data, or documents relating to us, the Project and your engagement (unless destroyed by you at our direction) for inspection, audit, or reproduction in order to assist us in determining your compliance with the terms of engagement, including the accuracy of your invoices. Your firm must cooperate fully with any audit we may require.

**33. Business Practices.** The Company requires strict adherence to proper business practices to ensure the achievement of high standards of business and personal ethics for those with whom the Company works, including advisor/consultant engaged. Supplier must adhere to all laws of India in performing the Services. Supplier will not offer or make any payment of monies or other valuable consideration to, directly or indirectly, influence, corruptly or unlawfully, any decision or judgment of any official or any government or of any subdivision, agency or instrument of that government in connection with the Assignment or in connection with any contracts or dealings with third parties associated with the Company. Governmental officials include any officer or employee or person acting in an official capacity on behalf of a government or any department, agency or instrumentality of a government. Political parties,

## PURCHASE ORDER TERMS AND CONDITIONS

their officials and political candidates are also included in the definition of "government officials". If during the course of Supplier's representation of the Company, any issues or questions of concern should arise in this regard, please contact Mr. Rajiv Mishra (Managing Director) Email: rajiv.mishra@clpindia.in directly.

**34. Conflict of Interest:** Supplier must use reasonable endeavour to prevent a conflict arising between Supplier's interests and the Company's, including ensuring that vendor's directors, officers and employees do not make, receive, provide or offer gifts, payments, loans, substantial entertainment or other things of value for the purpose of influencing persons to act contrary to the Company's interest. Should a real or potential conflict of interest arise, full disclosure must be made to Mr. Rajiv Mishra (Managing Director) Email: rajiv.mishra@clpindia.in as soon as Supplier becomes aware of it. The Company expects Supplier to obtain the Company's consent before representing anyone whose interests are adverse to the Company's interest. The Company would also ask that the Supplier discusses with the Company, potential representations of any of the Company's significant competitors.

**35. Confidential Information:** Supplier must treat all information about or concerning the Company, including without limitation, business plans, corporate strategies, trade secrets, operations, records, costs, investments, finances, assets, affairs, technology, or any other such information, in written or physical form, in confidence and limit its use to the performance of the Services. Upon demand by the Company, Supplier shall return any and all documentation, drawings, diagrams, plans, notes, patterns, equipment, models, samples, software, software applications, computer outputs or other material or information in tangible form entrusted to Supplier or copies thereof and will not distribute in whole or in part any such documents, materials or other items without the Company's prior written consent.

**36.** The Company is committed to providing a safe and healthy work environment for all its employees. The Supplier recognizes that alcohol or drug abuse can impair and affect health and job performance. It is also hazardous to workplace safety, employees' well being and productivity. Therefore, the Supplier must ensure that its workplace is free of any alcohol and drug or related problems. No employee of the Supplier shall, therefore, be allowed to work under the influence of alcohol or drug. Use or possession of drug or alcoholic beverages on the Client's workplace is strictly forbidden.

### **37. Connected person:**

**(37.1)** [Party A] hereby confirms that:

- (a) it is not a member of the CSG Group;
- (b) it is not an associate of (i) the CSG Group; or (ii) an entity controlled by the CSG Group;
- (c) is not an entity controlled by the Kadoorie Family; and
- (d) it is not an associate of (i) the Kadoorie Family; (ii) a member of the Kadoorie Family or (iii) an entity controlled by the Kadoorie Family.

**(37.2)** In this clause:

- (a) "associate" has the meaning given to that term in Chapter 14A of the Listing Rules;
- (b) "CSG Group" means China Southern Power Grid Co., Ltd. and its subsidiaries;
- (c) "Kadoorie Family" includes the following individuals: The Honourable Sir Michael Kadoorie, Mr Phillip Kadoorie, Mr Ronald McAulay and their respective family members; and
- (d) "Listing Rules" means the Rules Governing the Listing of Securities on the Hong Kong Stock Exchange.