



HINDALCO INDUSTRIES LIMITED

(Unit - Mahan Aluminium),

Works : NH-75E, Bargawan-486 886, Dist:Singrauli, M.P. (India)

Regd Off: Ahura Centre, 1st Floor, B Wing, Mahakali Caves Road, Andheri (East), Mumbai-400093

Email - hindalco@adityabirla.com, **Website** - www.hindalco.com, **PH No.(Reg)** - (91-22) 6691 7000, **PH No.(Local)** - 07805 - 281007

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PURCHASE ORDER

Vendor Code : 1076588

P.O./PO Rel.No : 952202624

Date : 19-JUN-2021

M/s INDUSUNO ONLINE PRIVATE LIMITED

Price Basis : FOR Bargawan

1ST FLOOR, 453, SHOP NO. 24, SRIVAST

HAUZ QUAZI, CHAWRI BAZAR METRO

Transportation arrangement : Supplier

GATE NO 1

Ship to Location : MP1:Mahan Power Plant

NEW DELHI, DELHI, India - 110006

Currency : INR

Email : saibaba@idusuno.com;dityasingh@indusuno.com;lalit@idusuno.com

Hindalco C Person : PRAVEEN SINGH

TIN No. : Not mentioned **PAN No.** AADCI9220N

Email of C Person : praveenk.singh@adityabirla.com

Contact : MR. ADITYA SINGH

GSTIN : 07AADC19220N1ZA

REF : PLEASE SUPPLY THE MATERIAL AS PER DESCRIPTION AND AGAINST OUR INQUIRY 962201191

Please Supply the following items subject to the terms & conditions mentioned here under and overleaf

SrNo.	Item Code/Desc.	UOM/DATE	Ship Qty	Unit Rate
1	M8801009591 COMPOUND - BELZONA - 9111; CLEANER. Shipment 1	LITRE 20-AUG-2021	1.000	2900.00
	Description..	%/Amount	Rate	Amount
	Basic Value			2,900.00
	IGST - MHN IGST 018% B2B-Inward	%	18.00	522.00
		Item Total Value :		3,422.00

2	MPM10102399	GRAM	125.000	21.34
	COMPOUND; TYPE: LEAKING, SUPER E- METAL, 2 PART			
	SILICONE STEEL ALLOY REINFORCED POLYMER SYSTEM;			
	CONTAINER TYPE: SEALED SACHET, CONTAINER CAPACITY: 125			
	G, PHYSICAL FORM: PASTE			

Note to Supplier STANDARD PACK SIZE 125GM

Shipment 1	20-AUG-2021		
Description..	%/Amount	Rate	Amount
Basic Value			2,667.00
IGST - MHN IGST 018% B2B-Inward	%	18.00	480.06
	Item Total Value :		3,147.06

3	MPM10102397	GRAM	450.000	14.26
	COMPOUND; TYPE: LEAKAGE, 2 PART SURFACE TOLERANT EPOXY COMPOSITE SOLVENT FREE SYSTEM; CONTAINER TYPE: UNIT/ POUCH, CONTAINER CAPACITY: 450 G, PHYSICAL FORM: PASTE; BELZONA 1212			

Note to Supplier STANDARD PACK SIZE 450GM

Shipment 1	20-AUG-2021	
Description..	%/Amount	Rate Amount
Basic Value		6,417.00
IGST - MHN IGST 018% B2B-Inward	%	18.00 1,155.06
	Item Total Value :	7,572.06



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PURCHASE ORDER

Vendor Code : 1076588

P.O./PO Rel.No : 952202624

Date : 19-JUN-2021

M/s INDUSUNO ONLINE PRIVATE LIMITED

1ST FLOOR, 453,SHOP NO. 24, SRIVAST

HAUZ QUAZI, CHAWRI BAZAR METRO

GATE NO 1

NEW DELHI, DELHI, India - 110006

Email : saibaba@idusuno.com;dityasingh@indusuno.com;lalit@idusuno.com

TIN No. : Not mentioned **PAN No.** AADCI9220N

Contact : MR. ADITYA SINGH

GSTIN : 07AADCI9220N1ZA

Price Basis : FOR Bargawan

Transportation arrangement : Supplier

Ship to Location : MP1:Mahan Power Plant

Currency : INR

Hindalco C Person : PRAVEEN SINGH

Email of C Person : praveenk.singh@adityabirla.com

REF : PLEASE SUPPLY THE MATERIAL AS PER DESCRIPTION AND AGAINST OUR INQUIRY 962201191

Please Supply the following items subject to the terms & conditions mentioned here under and overleaf

SrNo.	Item Code/Desc.	UOM/DATE	Ship Qty	Unit Rate
4	MPM10102407 TAPE; TYPE: REINFORCEMENT BANDAGE; MFR P/N:9341 MFR:BELZONA; DIMENSIONS: LG 4 M X WD 7.5 CM, SPECIFICATION: MESH TAPE	METER	10.000	237.00

Note to Supplier STANDARD PACK SIZE 10MTR

Shipment 1	20-AUG-2021		
Description..	%/Amount	Rate	Amount
Basic Value			2,370.00
IGST - MHN IGST 018% B2B-Inward	%	18.00	426.60
Item Total Value :			2,796.60

5	MPM10102400 COMPOUND; TYPE: LEAKAGE, PUTTY GRADE SYSTEM IN STICK FORM; CONTAINER TYPE: PLASTIC BOX, CONTAINER CAPACITY: 54 CC, PHYSICAL FORM: PASTE; BELZONA 9611	CU INCH	6.000	496.00
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Note to Supplier STANDARD PACK SIZE 54CC

Shipment 1	20-AUG-2021		
Description..	%/Amount	Rate	Amount
Basic Value			2,976.00
IGST - MHN IGST 018% B2B-Inward	%	18.00	535.68
Item Total Value :			3,511.68

6	MPM10108001 ADHESIVE; TYPE: FLEXIBLE RUBBER; BRAND NAME: BELZONA 2211MP HI- BUILD ELASTOMER, PHYSICAL FORM: PASTE, CONTAINER TYPE: CAN, CONTAINER CAPACITY: 550 G, RATED DRYING TIME: 1 HR	NUMBER	1.000	9934.00
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Shipment 1	20-AUG-2021		
Description..	%/Amount	Rate	Amount
Basic Value			9,934.00
IGST - MHN IGST 018% B2B-Inward	%	18.00	1,788.12
Item Total Value :			11,722.12

Total Purchase Order Value :

32,171.52

Value(Words): Thirty Two Thousand One Hundred Seventy One And Paise Fifty Two Only



HINDALCO INDUSTRIES LIMITED
(Unit - Mahan Aluminium),

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PURCHASE ORDER

Vendor Code : 1076588	P.O./PO Rel.No : 952202624	Date : 19-JUN-2021
M/s INDUSUNO ONLINE PRIVATE LIMITED		
1ST FLOOR, 453,SHOP NO. 24, SRIVAST	Price Basis : FOR Bargawan	
HAUZ QUAZI, CHAWRI BAZAR METRO	Transportation arrangement : Supplier	
GATE NO 1	Ship to Location : MP1:Mahan Power Plant	
NEW DELHI, DELHI, India - 110006	Currency : INR	
Email : saibaba@idusuno.com;dityasingh@indusuno.com;lalit@idusuno.com	Hindalco C Person : PRAVEEN SINGH	
TIN No. : Not mentioned	Email of C Person : praveenk.singh@adityabirla.com	
PAN No. AADCI9220N		
Contact : MR. ADITYA SINGH		
GSTIN : 07AADCI9220N1ZA		

REF : PLEASE SUPPLY THE MATERIAL AS PER DESCRIPTION AND AGAINST OUR INQUIRY 962201191
Please Supply the following items subject to the terms & conditions mentioned here under and overleaf

Other Terms and Conditions :

Payment Terms:Within 30 days from the date of receipt of material & invoice

Freight Terms: Paid

Freight Carrier: OWN TRANSPORT

Price Type Terms :Fixed

Supplier Note: PLEASE SUPPLY THE MATERIAL AS PER DESCRIPTION.

For Hindalco Industries Ltd.
(Unit - Mahan Aluminium)



SHARMA GAURAO SATYAPRAKASH
Asst. Manager

ECC NO.	: AAACH1201RXM019	EXCISE REGD.NO.	: Mahaan
DIVISION	: REWA	COLLECT.	: JABALPUR
CST REGD.NO.	: 23657306036	LST REGD NO.	: NA
PAN	: AAACH1201R	TIN NO	: 23657306036
CIN No.	: L27020MH1958PLC011238	GSTIN	: 23AAACH1201R2ZU

Note:Specific LD Clause, where ever stipulated in POs shall override this clause

HINDALCO INDUSTRIES LTD

GENERAL TERMS & CONDITIONS GOODS (DOMESTIC)

These General Terms & Conditions (GTC) shall apply to this Purchase Order (PO)/Specific Terms and Conditions(STC) to the PO and any Amendment/s thereof (hereinafter referred to as "contract"), unless specific clauses in the PO or the Amendment/s override them.

1.PRICE

The price and the pricing basis mentioned in the PO/ STC is firm and fixed for the entire quantity of Goods mentioned in the PO for supply within the agreed delivery period.

2.PACKING

The Supplier shall follow relevant packing standards and conditions as per applicable laws, rules and regulations for packaging of Goods. The Supplier shall be responsible for any damage to the Goods due to improper packing or improper handling or storage of Goods by Supplier or Supplier's agents or transporters.

3. ACCEPTANCE OF GOODS

Goods shall be accepted only after final quality and quantity check procedures [inspection] carried out by Hindalco, unless Hindalco has waived its right to such inspection in writing. The Supplier agrees that the title to the Goods in conformance to the Specifications shall transfer to Hindalco and shall always remain with Hindalco immediately after delivery of the Goods as per the delivery terms mentioned in the PO. All damages, losses, cost and expenses pertaining to the non-conforming Goods sold and delivered shall be to the Supplier's Account.

4.REJECTIONS

The Supplier shall have the responsibility to take back rejected goods within 15 days of Hindalco's informing of the same, failing which the rejected Goods will be returned at Supplier's risk and cost (including to and fro transportation cost). In case payment (in full or part) has been made by Hindalco, Hindalco at its sole discretion, shall have the option to accept replacement within the period agreed with the Supplier or require the Supplier to reimburse the cost of the Goods. Unless specifically advised by Supplier regarding mode of return of rejection, Hindalco shall be free to choose any means for return of rejected goods.

5.TAXES AND LEVIES

Hindalco agrees to make payment of the applicable Goods and Services Tax (GST) and other levies mentioned in the PO as per the rates prevailing under the applicable laws at the time of dispatch. The Invoice must contain all the relevant statutory information required under GST, wherever applicable.

All consequences and liabilities arising due to non-availability of input tax credit by Hindalco due to any default of Supplier [e.g. error/inability/delay in uploading returns in GST network(GSTN)], shall be to Supplier's account. It is an agreed term of this PO that any claim raised by Hindalco as a result of above shall be settled by the Supplier within thirty (30) days of receiving a written notice, without demur.

E-Way Bills, where applicable will be provided by Hindalco.

6. DISPATCH DOCUMENTS

Invoice/Bills/Challans should contain all relevant information like Vendor Code, PO No., Item Code/s, Unit rate, Quantity, Value etc. including Supplier's GST Identification Number (GSTIN), SSI/MSME Regn. No. etc. Goods replaced (against original supply) should bear Hindalco's dispatch document reference no. (PO or RGP or MSO).

Dispatch documents should consist of the following:

- i. Valid GST Invoice
- ii. E-Way bill, if applicable
- iii. Packing list, if applicable
- iv. Test/Inspection Report, if applicable
- v. Test Certificate, if applicable
- vi. Original consignee copy of LR, in case of supplies by road
- vii. Warranty / Guarantee certificates, where applicable

7.COMPLETION PERIOD OF SUPPLY

Time is of essence to this contract. The delivery schedule must strictly be followed. If the Goods are not delivered within the stipulated time and quantity in full, Hindalco reserves the right not to accept the Goods and/or shall pay such charges as mentioned in the PO. Partial dispatches/change in delivery schedules, preponing and bunching of supplies are not allowed, unless requested and authorized in writing by Hindalco.

8.TRANSPORTATION

- a. Goods shall be dispatched by the Supplier to Hindalco's designated site as per the mode of transport specified in the PO.
- b. Hindalco may request the Supplier to arrange for road transport of Goods belonging to Hindalco through authorized and nominated transporter/s and Hindalco shall reimburse the Supplier, the cost for such transportation upon submission of relevant documentation. If the Supplier or its authorized agent delivers the Goods belonging to Hindalco in damaged condition, then the Supplier shall bear all the losses or damage affecting the Goods or any third party due to negligence on the part of the Supplier, its employees and/or its agents. Supplier shall arrange for transit insurance if specifically agreed in writing with Hindalco.
- c. Any statutory penalty/liability imposed by any authority during transportation, inspection including but not limited to deficiency in any license or permission or approval or for any shortfall and failure to comply applicable laws or notification and/or for not maintaining proper records up to date, shall promptly be payable/paid by the Supplier
- d. The Supplier shall comply with the rules and regulations of Motor Vehicle Rules, 1989 and shall ensure that the Vehicle contains requisite documents for transportation of Goods. The Supplier shall also comply with all the safety guidelines from time to time.

9.REPRESENTATION & WARRANTIES

The Supplier represents and warrants to the other that:

- a. It is a company/firm/ proprietor duly organized, validly existing and in good standing under the laws of India and is qualified to do business in the locations in which the nature of its business conducted by it makes such qualification necessary and where failure so to qualify would have a material adverse effect on its financial condition, operations, prospects or business.
- b. The execution, delivery and performance of this contract and acceptance of the PO has been duly authorized by all necessary corporate or other organizational action on its part and does not violate or conflict with any law applicable to its respective jurisdiction of incorporation, its organizational documents or any order or judgment or a court or other agency of government applicable to it or its assets; and
- c. It has all necessary material governmental and other third party permits, approvals and licenses required in connection with the execution, delivery and performance of the contract, such permits, approvals and licenses are in full force and effect and all conditions thereto have been materially complied with, in each case to the extent required at the time of this representation.

10.INDEMNITY

Subject to the provisions herein, the Supplier agrees to indemnify and keep indemnified Hindalco and its officers, agents, employees, successors and assigns and authorized representatives against any costs, actions, losses, claims for damages owing to actions or omissions attributable to the Supplier(including its authorized agents) arising out of (i) Supplier's non-performance or violation of any of the terms and conditions of this contract (ii) violation of any applicable laws, rules, regulations and Code of Conduct (iii) any loss occasioned to Hindalco due to any discrepancy in information furnished by Supplier (iv) third party claims for infringement of intellectual property rights and (v) death, injury, damage to property.

11.LIABILITY

- a. In so far as these conditions do not provide for other liability clauses, a party (non-affected party) shall be liable for material breach or damage directly caused to the other party (affected party) as a result of willful negligence, violation of agreed safety regulations or for any other legal reason, attributable to the non-affected party only.
- b. Neither party shall in any event be liable to the other party for any special, indirect, incidental, consequential, exemplary, punitive, tort or strict liability damages of any

nature or kind whatsoever, however caused including but not limited to lost profits, loss of production, loss of business, whether or not the possibility of such damages could have been reasonably foreseen and even if advised of the possibility of such damages.

c. To the maximum extent permitted at law, and notwithstanding anything contained in this contract to the contrary, Hindalco's total liability to the Supplier, whether arising in contract, tort, negligence, warranty or otherwise, shall not exceed the value of Goods paid to the Supplier as per the terms of the PO and any amendments thereto.

12.WARRANTY

The Supplier warrants that:-

a. The Supplier shall sell and supply Goods with good title, free and clear of all liens, charges, security, interests claims and encumbrances whatsoever

b. The Supplier shall ensure that the Goods supplied to Hindalco is acquired in legitimate manner, has not procured these Goods from a person based in a country on which economic sanctions have been imposed and shall be responsible for any consequences on non-compliance to the statutes.

c. The Supplier shall deliver as per the delivery schedule agreed in the PO and in case of the Supplier's failure to adhere to such schedule, Hindalco at its sole discretion, may reject goods delivered or reschedule the delivery of Goods or pay price for the Goods after adjusting the loss incurred by Hindalco.

d. The Goods supplied by the Supplier are in strict conformity with the specifications and technical and general data mentioned in the PO and shall be free from any defect arising out of poor design, workmanship, and inferior material. The warranty for the Goods shall be for a period of 12 months from the date of acceptance or 18 months from the date of dispatch, whichever is earlier.

e. Hindalco may have the option of rejection (as mentioned in clauses 3, 4 & 8(b) of this contract) and/or return of defective or non-conforming Goods against replacement of conforming Goods or receipt of all the monies paid to the Supplier. In case no settlement can be reached within thirty (30) days of commencement of such negotiation, Hindalco may procure goods from third party at risk and cost of the Supplier.

f. The Supplier's entity is not owned or controlled by a person named on the SDN List or any similar applicable blacklist, Sanctions maintained by the United States, European Union, United Kingdom or United Nations as amended from time to time.

13.INSPECTION & TESTING

a. Hindalco's authorized representatives shall have the right to witness the necessary inspection and testing of Goods mentioned in the PO.

b. The Supplier shall inform Hindalco in advance about the readiness of the Goods for inspection and testing. Inspection / inspection waiver / approval by Hindalco does not absolve Supplier's responsibility for conformity of the specification as per the terms of PO.

14.COMPLIANCE WITH LAWS

The Supplier shall comply with the applicable laws, rules and regulations whether local, state or centre and any amendments thereof. Hindalco will not be liable for any legal proceeding arising out of any breach or violation of any applicable laws by the Supplier. Supplier will pay for and be solely responsible for obtaining and maintaining his permits, licenses, approvals and documents as may be required for performance of this contract, to enter and remain in compliance with applicable laws (including all relevant laws, regulations, ordinances and rules with respect to bribery and corruption) for rendering the services in connection with this contract. The Supplier shall ensure that the permits, licenses, approvals and documents shall be valid during the entire Term of this contract and its renewal thereof. The Supplier shall abide by Hindalco's Code of Conduct and any other guidelines, instructions or rules, including those relating to safety and hazard while at Hindalco's premises, provided by Hindalco from time to time.

15.BRIBERY AND CORRUPTION

a. The Supplier hereby warrants that it shall not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or favour or influence directors, employees of Hindalco or any other party or any government officials in a manner contrary to applicable laws or engage in any money laundering, bribery and corruption.

b. Nothing contained herein shall render Hindalco liable to reimburse the Supplier for any such consideration given or promised. The Supplier's breach of any of the obligations contained in this Clause may be considered by Hindalco to be a material breach of this contract and shall entitle Hindalco to terminate this contract with immediate effect and without prejudice to any further right or remedies on the part of Hindalco under this contract or applicable law.

16.INTELLECTUAL PROPERTY RIGHTS

The Supplier warrants that neither the sale, nor the use of the Goods, nor the performance of the obligations under this contract, will infringe any Intellectual Property Rights either of Hindalco or any third party.

17.FORCE MAJEURE

a. If any time during the continuance of the accepted PO, the performance by either party shall be prevented by reasons of any war (whether declared or not), hostility, acts of the public or enemy, riots, civil commotion, sabotage, Supplier's or Hindalco's, Hindalco Customer's plant breakdown, fire flood, earthquakes, explosion, epidemic, quarantine restriction, government act/ legislation, officially declared or proclaimed strikes or lockout including at mines (but not including slowdown or any other industrial disturbance) or other acts of God (hereinafter referred to as "Force Majeure") then the time for performing those obligations, shall be extended by a period equal to the effect of such Force Majeure, provided notice of happening of such Force Majeure is given by either party to the other within 10 (ten) days from the date of occurrence thereof.

b. If the parties foresee that the effect of a Force Majeure occurrence shall last for more than 30 days, parties shall discuss and define a method to resolve the difficulties arising there from, including all contractual obligations.

c. Neither party shall be considered to be in default or in breach of its obligations under the accepted Purchase order to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of purchase order.

18. DISPUTE RESOLUTION & ARBITRATION

a. If any dispute and/or difference shall at any time arise between Hindalco and the Supplier in relation to any clause (s) or matters herein contained or their respective rights/claims or liabilities hereunder or otherwise in relation to or arising out of PO, such disputes and/or differences shall be settled mutually through discussions between the representatives of the parties in the first instance, the parties shall exert their best effort to find an amicable settlement within 30 days from the date receipt of notice.

b. Failing agreement to the above, either party may forthwith give to the other notice in writing of the existence of such question, dispute or differences, and the same shall be referred to and finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and Arbitration Rules (the "Rules") as at present in force and as modified from time to time which Rules shall be deemed incorporated into this clause. Such Arbitration proceeding shall be conducted by a sole Arbitrator mutually agreed and appointed by both the parties. Place of Arbitration shall be Mumbai and Arbitration proceedings shall be in English language. The cost of arbitration shall be borne by the losing party.

19.GOVERNING LAWS

If the parties have not agreed otherwise, these contract terms and conditions shall be governed by and construed in accordance with the laws of India without regard to principles of conflicts of laws.

20.INFORMATION SECURITY & CONFIDENTIAL AGREEMENT

All non-public, confidential or proprietary information of the Hindalco, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Hindalco to the Supplier's representatives or agents, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the PO is confidential, solely for the use of performing the PO and may not be disclosed or copied unless authorized by Hindalco in writing. Hindalco shall be entitled to injunctive relief for any violation of this Section.

21.TERM AND TERMINATION

- a. This Contract expires when performance of all obligations under it are complete; however, the parties' rights and obligations that are intended by their nature to continue beyond the term of the Contract, such as warranties, indemnification, confidentiality and records retention, survive the Contract's expiration or termination.
- b. Either party may terminate or suspend its performance of all or any of its obligations under this contract, and at any time, if the other party commits any material breach of the conditions of Contract and fails to rectify the breach within thirty (30) days of such first party's written notice, or where the material breach is not capable of being rectified within thirty (30) days if the breaching party fails to commence reasonable actions to rectify the breach within thirty (30) days of receiving such notice.
- c. Notwithstanding any other provision in this Contract, a party may terminate this PO if the other party becomes insolvent or is the subject of insolvency proceedings;

22.NOTICE

Notices under this contract shall be given in writing and must be delivered personally or by registered post/speed post to the registered address of the Company, i.e. Hindalco Industries Limited, Century Bhavan, Dr. Annie Besant Road, Mumbai-400030, Maharashtra, India. Routine correspondence with respect to supplies, specifications, schedules, documents, etc. should be addressed to the signatory of the PO and to contact persons, if any, mentioned in the PO.

23.WAIVER

No waiver by either Party or any breach of the terms or conditions of this Purchase order to be performed by the other Party shall be construed as a waiver of any succeeding breach of the same or any other terms or conditions.

24. SEVERABILITY

Should one of the provisions of these conditions of contract or of any additional stipulations agreed upon be or become invalid, the validity of the remaining part of these conditions shall not be affected thereby. The contracting parties are committed to replace the invalid provision by another equivalent term, in so far as this is possible, with respect to the commercial effect.

25.AMENDMENT

Any amendment to these conditions of contract shall be mutually discussed and agreed in writing between the Parties.

26.INDEPENDENT CONTRACTOR

This Contract is on a 'principal-to-principal' basis and the Supplier or its representatives shall act as an independent entity. Nothing contained in this Contract shall be construed or deemed to create any agency, partnership or employer-employee relationship in any manner whatsoever between the Supplier and Hindalco. The Supplier acknowledges that its performance of this Contract are solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee or servant of the Hindalco or any subsidiary or affiliate of Hindalco. The Supplier shall be solely liable to all persons for all the acts of omissions or commission, deeds and things done by the Supplier, its personnel and/or its representatives in the course of performance of obligations specified under this Contract.

27.NO SUBCONTRACTING AND ASSIGNMENT

- a. The Supplier shall not subcontract the contract or any part thereof without the prior written approval of Hindalco, which approval shall not be unreasonably withheld or delayed. Approval to subcontract shall not relieve the Supplier from any of its obligations under the contract, or impose any liability upon Hindalco to a sub-supplier. Any failure to perform by a sub-supplier of the Supplier shall not constitute an event of Force Majeure.
- b. This contract is personal to Supplier and Supplier must not assign it, nor any portion of it, without Hindalco's prior written consent. Hindalco is entitled to assign this contract to any group Company or to any other party, associate, subsidiary or other entities that agrees to honor the terms of this contract. This contract binds and benefits the parties and their respective representatives, successors, and permitted assigns.

28.ENTIRETY

In the event of any inconsistency between these conditions of contract and the accepted PO, the terms of such accepted PO shall prevail. This contract constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this contract and supersedes all prior discussions and understandings in respect to the subject of this contract, whether written or oral.

Safety Guidelines for Transportation of Hazardous Goods in Schedule I

Schedule I
GENERAL TERMS AND CONDITIONS - GOODS (DOMESTIC)
Safety Guidelines for Transportation of Hazardous Goods

The Supplier / transporter / owner / driver of the carriage carrying hazards goods shall obey all the relevant provisions of Indian Central Motor Vehicle Act, Explosive Act, Petroleum Act and rules made thereunder and as amended from time to time, specifically:

- a. Every goods carriage carrying goods of dangerous or hazardous nature to human life shall be fitted with a spark arrester.
- b. It shall be responsibility of the consignor / transporter / owner to ensure the following, namely:
 - i. The goods carriage has a valid registration to carry the said goods
 - ii. The vehicle is equipped with necessary first-aid, safety equipment and antidotes as may be necessary to contain any accident
 - iii. That transporter or the owner of the goods carriage has full and adequate information about the dangerous or hazardous goods being transported; and
 - iv. That the driver of the goods carriage is trained in handling the dangers posed during transport of such good
- c. Every consignor/transporter shall supply to the owner/driver of the goods carriage, full, adequate and accurate information i.e. Material Safety Data Sheet (MSDS) & Transport Emergency Card (TREM Card) about the dangerous nature hazardous goods being transported as to enable owner and its driver to tackle any emergency arising out while transporting
- d. The consigner / transporter / owner of goods carriage shall ensure that the driver of such carriage is given all the relevant information in writing for transport (MSDS / TREM Card) and satisfy himself that such driver has sufficient understanding of the nature of such good and the nature of the risks involved in the transport of such goods and is capable of taking appropriate action in case of an emergency.
- e. The Consigner / transporter / owner of the goods carriage dangerous or hazardous goods shall lay down the route for each trip which the driver shall be bound to take unless directed or permitted otherwise by the Police Authorities. They shall also fix a time table for each trip to the destination and back with reference to the route so laid down.
- f. It shall be the duty of the transporter / owner / consigner to ensure that the driver of the goods carriage carrying dangerous or hazardous goods holds a driving license and possess a certificate of having successfully passed a course as mentioned in Central Motor Vehicles Act and Rules.
- g. The driver of a goods carriage transporting dangerous or hazardous goods shall ensure that the information given to him in writing is kept in the driver's cabin and is available at all times while the dangerous or hazardous goods to which it relates, are being transported.
- h. Supplier shall be responsible for & shall follow the safety rule under the provision of Factory Act 1948 & state specific factory rules and Indian electricity safety rules amended up to date and other statutory safety rules and regulations in force during currency of the contract. Trucks are liable to be checked at Hindalco's premises for safety features like brakes, reverse horns, lights, reverse lights, seat belts, etc., as per statutory requirements.
- i. Ensuring Safety and prevention of any accident / incident of the employees of the vendor will be sole responsibility of the Supplier.
- j. Charges towards any damage of the Hindalco's goods caused by the trucks will be deducted from the bill after assessment by Hindalco.
- k. Supplier's vehicle entering the factory premises must be comprehensively insured.
- l. Supplier shall take all safety precaution and provide adequate supervision by competent persons in order to do the job safely and without damage to plant, personal equipment and the environment.
- m. The Truck driver must have valid driving license, without which the driver will be restricted entry permission inside Hindalco main gate.
- n. Two working head lights, rear lights and rear mirror should be in good working condition. Reverse horn to be made available in l truck. Number plates to be available and Vehicle Registration number to be mentioned legibly in all trucks.
- o. All the tyres of the trucks should be in good condition.
- p. Trucks should maintain speed limit of 20 KM per hour inside Hindalco's factory premises, beyond which penalty will be imposed per Hindalco's Safety Officer.
- q. No overtaking of vehicles shall be permitted inside plant premises.
- r. If any truck driver is found in drunken condition by Hindalco representative, the truck shall not be allowed entry inside the factory premises. If found, suitable penalty will be imposed as per Hindalco's Security.

OUR VALUES

INTEGRITY, COMMITMENT, PASSION, SEAMLESSNESS AND SPEED

EXTRACTS FROM OUR POLICIES

To procure goods and services by honest use of sound business principles in an impartial/unbiased & transparent manner and dignity by way of fair competition, ethical and equitable dealings from right source, of desired quality, at right time, at optimal cost & in right quantity. Adopt the State of the Art purchase procedures to reduce internal and external lead times, deliver value for money, for all concerned, to create a strong network of competent and reliable suppliers. Preference will be given to manufacturers over dealers. Vendors not complying with environment norms will be discouraged. Vendors who are found to be resorting to unfair or unethical business practice will be deregistered. Vendors will be regarded as partners in our business. We will give preference to local vendors.

QUALITY, ENVIRONMENT, OCCUPATIONAL HEALTH & SAFETY POLICY

We, at "Hindalco Industries Limited", are committed to demonstrate excellence in quality, environment and occupational health & safety for sustainable development.

To Achieve this, we shall:

- Ensure customer satisfaction by providing value added products and services;
- Continually establish systems, procedures and best practices with technological interventions;
- Optimize resource consumption particularly – raw material, energy, water, oil and promote pollution prevention;
- Nurture and sustain safe and healthy work environment;
- Comply with applicable legislation in letter and spirit;
- Strengthen competence of employees and business associates through continuous training.

We shall communicate and make this policy available to all stakeholders