

TSML eSales Portal Terms & Conditions

Introduction

The following terms and conditions shall apply to all Users of this portal for all enquiries, sale on this portal, even if no express reference to these terms and conditions has been made. Even if Tata Steel Mining Limited (referred to as TSML hereof) makes reference to any letter containing, or referring to, terms and conditions of the customer or any third party, this shall not constitute consent to the application of such terms and conditions. If any individual provisions are or become ineffective, the other terms and conditions shall not be affected hereby.

These terms along with the other terms, conditions and policies as applicable to the User shall form part of the agreement for sale between the User and TSML and any reference to the terms 'Agreement' or 'Contract' shall cover all the terms, conditions and policies as applicable to the User.

For the purpose of this Terms & Conditions, any user of this portal and/or buyer and/or prospective buyer shall be referred to as "User". Both TSML shall collectively be referred to as 'Parties' and individually as 'Party'.

PLEASE READ THESE AGREEMENTS CAREFULLY BEFORE ENTERING INTO A TRANSACTION ON THE PLATFORM.

1. The esales Portal

1.1 The esales Portal (Portal) shall be operated from the domain name www.esales.tatasteelmining.com. TSML and its authorized administrators shall have the rights to operate, manage, switch on and off the Portal.

1.2 TSML may turn the portal ON or OFF at any time without prior intimation, for activities including but not limited to maintenance of the portal.

1.3 Users shall adhere to the terms of all Terms and Conditions in the Portal.

2. Conditions for Registration

2.1 For submission of enquiry and placing orders of products available on the portal the User needs to complete the registration process by submitting the list of stated mandatory inputs and documents at the time of registration.

2.2 The User has to fill in the online registration form and upload mandatory documents for initiating the registration process.

2.3 The User Registration form is divided into 4 major parts – a. Mobile and GST Verification – for verifying the mobile number, email ID and GSTIN of the customer b. e-KYC Customer– for PAN number, Address, Company Name Nature of Business (Customer Classification) c. Address– for capturing billing and shipping address d. Uploads – for uploading mandatory documents like address proof, cancelled cheque, Pan Card

copy, GST Certificate, Declaration of turnover, ITR of last 2 FY, Form D, Registration certificates and TCS (if turnover is >10 Crs).

2.4 Once all the details have been filled and submitted by the User, TSML will validate the information and will approve the registration of the User. Post final approval of the eKYC form by TSML the User will be treated as a Registered User. The decision for approval of any User registration on the Portal will remain at the sole discretion of TSML only and TSML may at any time cancel the registration of any user in case there is discrepancy in the data or documents shared by the user and or there is any issue in the way the User conducts of business with TSML on the Portal.

2.5 Only Registered Users will be allowed to raise Request for Quotation (RFQ) and place orders for the listed products in the portal.

2.6 The User shall not be allowed to edit any information on his profile after submission of online registration form until the final approval/rejection of TSML is completed against the User registration application.

2.7 Upon successful submitting of registration form, the User shall receive a login id and password, along with a virtual account number for each billing entity, which shall be used for the transactions with TSML on the portal. This virtual account number shall be used for all monetary transactions between the User and TSML.

2.8 In case the User makes any request for editing its uploaded document/data on the portal, it shall not be able to make any transaction on the portal till the edit request is pending. A User shall not be allowed to edit any of its profile information on the portal during order processing stage and all edit requests shall only be recorded when there is no transaction pending with the User.

3. Guidelines for placing orders

3.1 Quantity: Each product quantity field has been set with a MOQ (Minimum Order Quantity) limitation which will limit the User to place an RFQ (Request for Quotation) below the minimum quantity.

3.2 Order Placement: The User shall choose the product grade and size as per requirement, volume required in metric tonne, select the type of delivery (Delivered at Place or Ex Works), select the shipping & billing entities, expected price in INR/ metric tonne and delivery timeline after which the User will be able to raise RFQ. The user may add multiple product categories and volumes under one RFQ.

3.3 Price and Volume Confirmation: Once the RFQ is submitted in the Portal, TSML will quote back against the RFQ with proposed price (excluding applicable taxes), payment terms, material grade, volume, delivery method and delivery timeline. The User can either accept or request for a requote once to TSML, however the User will have to accept or reject the final requoted proposal shared by TSML against the RFQ.

3.4 Confirmation of Order: If User accepts and confirms the final quotation by TSML then it will have to upload the final PO for converting the RFQ into order. The uploaded PO will be then confirmed by TSML for converting the enquiry into Confirmed Order in the Portal. The final order confirmation along with including but not limited to price, payment terms, delivery method, delivery timeline, volume payment amount, payment terms will be communicated to the User through an automated message on the portal and shall be

deemed to be an agreement of sale between TSML and the User as per these terms and/or any other terms on the portal. User's acceptance of terms including but not limited to price, payment terms, delivery method, delivery timeline, volume shall be final and not subject to any changes unless mutually agreed in writing by both the Parties.

3.5 Payment process: Once the order is confirmed and payment amount is shared on the Portal, the User will have to make the payment as per the payment terms communicated and accepted by the User and share the payment details to start the delivery process. Post this TSML will confirm the receipt of payment and start the delivery process. The payment has to be made at least three working days before the day of dispatch. The User shall pay to TSML the final Price along with applicable GST for each Product purchased from the Company by the TSML. Notwithstanding anything contained herein or in any other document, communication, Terms and Conditions, the User shall make payments as per the terms communicated by TSML and accepted by the User.

4. Order Status and History

4.1 The customer dashboard feature allows User to view order history and status of current orders. The current order status will be updated as per the actual order status and will allow User to view the necessary details of the order namely Order Reference, PO No, Material grade, shipping and billing address, price in INR per metric tonne, quantity confirmed, gross total as per delivered quantity, tax amount, total purchase price inclusive of applicable taxes.

4.2 The User shall also be able to view all details pertaining to its account namely profile info, manage Users, support tickets, and shall be able to view and download ledger details.

5. Material Dispatch & Delivery

5.1 Upon confirmation of order and successful payment by the User, TSML will initiate the dispatch and delivery process of the material booked by the User.

5.2 TSML will initiate the material dispatch process as per delivery incoterms selected by the User at the time of Order placement. The orders will be processed at best effort basis of TSML.

5.3 In case of Delivered at Place (DAP) selection, TSML will be arranging trucks for delivering the material to the customer's shipping location. For DAP orders User's freight, loading etc. will be to TSML's account.

5.4 In case of Ex Works (TSML Plant/Depot) orders, once TSML starts the delivery process the User must share the transporter authorization for allowing the trucks inside the plant. The transporter must comply with all safety guidelines of TSML while inside the plant. In case of Delivered at Place TSML will intimate User about Invoicing and truck details during dispatch.

6. Demurrage

The User shall pay and bear all demurrage / storage and other charges accruing in connection with the delay in dispatch from TSML's location to Customer's location or delay in unloading of the product delivered by TSML at customer's location, where delay is attributable to the User.

Further, if the User does not take delivery of TSML's products ordered by the User, the User shall pay and bear all expenses of forwarding the said products to the User/Stockyard etc. and all safekeeping, insurance and returning charges of such products to the point from where the same were dispatched at the discretion of TSML.

7. Taxes

7.1 In respect of the provisions of this Agreement, the Parties shall comply with the following requirements from the date of implementation of The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The Union Territory Goods and Services Tax Act, 2017, The Goods and Services Tax (Compensations to States) Act, 2017, GST Laws of the respective states as amended from time to time and rules, notifications, circulars etc made thereunder which provide for tax on the supply of goods and/or services which become operative, referred to as 'GST Law' for the sake of brevity;

7.2 Both parties shall obtain a valid registration in every such State in which the party is so liable, within the prescribed time or if the party is already registered under an earlier law the party shall follow the procedure as may be prescribed under the GST Act to ensure that the supply of goods / services rendered under the Agreement are in compliance with the requirements of the GST Law. The Distributor would be required to forthwith intimate the Company of any fresh registration, renewal, amendment or revocation of the Certificate of Registration issued under the GST Law.

7.3 With effect from the date of enforcement of GST Law, the Company shall issue a valid Tax Invoice / Debit Note etc. in the format prescribed under the GST Law and the Rules framed thereunder. The Tax Invoice / Debit Note etc. shall be duly and appropriately filled as per the prescribed format. The User shall provide correct GSTN to be mentioned in the invoice by TSML. TSML shall not be liable for any consequences whatsoever for the reason of wrong GSTN provided by the Distributor.

7.4 The User shall pay all taxes shown in the GST invoice to the Company and the Company shall ensure that all taxes collected towards GST are duly deposited with the appropriate Authority within the prescribed time period. Further, on request made by the Distributor, the Company shall furnish the proof of payment made towards GST, at the earliest.

7.5 The Parties shall file periodical Statutory Returns within the prescribed time as required under the GST Law and shall ensure that the full tax due as per the said return has been duly remitted in the manner prescribed under the GST Law. Either party shall provide valid proof of remittance of tax collected from the other party & any other related document under the GST Law as and when requested for compliance under the GST Law.

8. Refund

After making a purchase, the User may either opt to retain the balance amount in the virtual account for future purchases or opt to have it refunded into his registered account linked to TSML, details of which were provided at the time of registration on the Portal. When such request for refund is received, it shall be processed within 21 working days from the date of request. The refund amount shall be deposited to the account registered by the User with TSML. TSML may deduct such amounts that are due and payable to TSML

from User, at the time of shall be rightful to deduct any monies that may be due from the User to TSML, before initiating the refund.

9. Cancellation Policy

Order/s once placed and confirmed by TSML cannot be cancelled. TSML holds the right to cancel any Users registration from this portal on account of non-performance of their obligation relating to the purchase of products ordered.

10. Feedback/Customer complaint:

All complaints whether relating to product or quality should be logged in the Complaint logging system within 5 days from the date of receipt of such products from TSML along with complete invoice and batch details. Consumed product quantity shall not be entitled for any claims. Upon receiving a quality complaint, TSML's quality team shall contact the User and deal with the Complaints as per TSML's policy. If the complaints are found to be genuine as per TSML's quality team, then TSML shall issue a credit note as per the quality deviation standards laid down in the contract.

11. Force Majeure

TSML shall not be liable for delay for failure to perform its obligations due to Force Majeure Event. Force Majeure Event includes without limitation, acts of god including but not limited to storms, earthquakes, floods, perils at sea; man-made disasters including but not limited to radioactive contamination, nuclear explosion, ionizing radiation, fires, floods; acts of government including but not limited to embargos, sanctions, restrictions imposed by any governmental authority (including allocations, priorities, requisitions, quotas and price controls); insurrection, terrorist or military action, epidemic/pandemic, famine, war, invasion, armed conflict or act of foreign enemy, riot, civil commotion, strikes, piracy, shortage of wagons/trucks/trailers/shipping containers, shortage of raw material, shortage of fuel or other materials, shortage of power or other energy, shortage of labour, lockouts, lockdowns, accidents, delays of carriers due to breakdown or adverse weather, breakdown of factory.

The obligation of the Seller under this Agreement shall be automatically extended by a period of up to ninety calendar (90) days upon happening of a Force Majeure Event. In the event that the delay continues for a period beyond ninety (90) calendar days, either party may terminate this Agreement by giving a written notice to the other party.

12. Applicable Law, Jurisdiction and Dispute Resolution

12.1. If the parties are unable to resolve any dispute or difference within a period of thirty (30) days, then any such dispute or difference arising out of, under, or in connection with this Agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation or the breach, termination or validity thereof, shall be referred to and finally resolved by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time.

12.2. The arbitral tribunal shall consist of one arbitrator, appointed mutually. The seat of the arbitration shall be Kolkata and the language of the arbitration shall be English. The parties to the Arbitration shall bear their own legal costs and expenses. The cost of Arbitration such as Arbitrator's fee, venue cost etc shall be divided between the Parties equally. The award rendered shall be in writing and shall set out the reasons for the decision.

12.3 Jurisdiction & Governing Law

This Sales Agreement shall be governed by laws of India and be construed as having been executed in the City of Kolkata. For the purposes of any injunctive relief and all issues arising under this Agreement, it is specifically agreed between the Parties that courts of Kolkata, India shall have exclusive jurisdiction.