

PO Number : 4920056795  
PO Date : 24.08.2022

Vendor Code : 725114  
Vendor Name : JINHARSH INDUSTRIAL SOLUTIONS PVT. LTD.

Vendor Address : 34 NAGDEVI STREET  
2ND FLOOR  
MUMBAI - Maharashtra, 400003  
India.

Your Reference : 00050530; Saish Naik SIDDESH

Our Reference : . 3597289166

PO Currency : Indian Rupee

PO Validity : 24.08.2022 To 31.12.2022  
Delivery Place/ :  
Billing Address : SESA GHOR, 20, EDC COMPLEX, PATTO PANJIM Goa 403001 India

DELIVERY DATE: SEE BELOW  
WE RESERVE THE RIGHT TO  
REJECT THE MATERIAL SUPPLIED  
15 DAYS IN ADVANCE OF  
DELIVERY DATE SPECIFIED IN  
THIS PURCHASE ORDER

**I) PO CONFIRMATION/ACKNOWLEDGEMENT:**

You shall receive an email confirmation after release of each Purchase Order from our end. Email will provide you a link, from which you can log into SRM portal and view and/or download the PO. For downloading or saving the PO, please click on "PRINT" option. Immediately after receipt of PO, you have to provide "CONFIRMATION" to all items. Alternately, you may directly log into your account in SRM portal through our official website <https://sesagoaironore.com/procurement/vendor-e-portal/> and provide "CONFIRMATIONS". In case no confirmation is received from you within 2 days of receipt of PO, then PO shall be deemed accepted to you. However, without giving "CONFIRMATION", ASN as follows, cannot be created, and it has to be done without exception.

Confirmations, acknowledgement and ASN shall not be applicable for Service line items of the PO

**II) PRE-DELIVERY CONDITION:**

1) At the time of dispatch of material. You have to log into SRM system, open "Create ASN" tab and enter dispatch details, like DC No., DC date, Vehicle No., Quantity, LR No. & LR Date against each proposed delivery item, and saved, when system will generate a unique no. This is called as Advance Shipping Notice (ASN), and same has to be imprinted on every Invoice.

ASN shall not be applicable for Service POs

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- 2) In our endeavor to support and save environment, we have gone paperless w. e. f. 15.09.2016, for which we have introduced Vendor Invoice Management system (VIM). For this you have to scan and post the Invoice from now onwards on the designated e-mail Id, Invoice.sesa@vedanta.co.in; clearly indicating PO No. and ASN no as above; without which payment processing shall not take place, or may get delayed.
- 3) Following guidelines to be strictly followed for posting of Invoices in VIM:
- a) All Invoices should be uploaded in PDF format only; any other format is not recognized by the system and shall automatically become null and void. Please note.
  - b) Strictly One Invoice per PO to be posted and no two or more PO nos. to be combined under the same Invoice.
  - c) Strictly One Invoice to be attached and posted per e-mail, and not more than one, else such multiple Invoice mail/s will become null and void automatically.
  - d) Create a new field in your Invoicing system for entering "ASN NO" by printing, and which please do not write manually.
  - e) Hand written Invoices shall not be acceptable, hereinafter, and all such Invoice mail/s will become null and void automatically.
  - f) Use very simple Font like "Times Roman", or "Arial" for printing the Invoices.
  - g) On the Invoice, in one column/box please update only one field, and do not mix with any other field, e.g. PO and PO date should be updated in separate fields. Similarly update Invoice No.; Invoice date; DC No. ASN no etc. and all in independent fields.
  - h) All Invoices will have to be digitally signed, w.e.f. 03.10.2016 and for which you will have to get your digital signature done urgently. Invoices without digital signature may not be acceptable from 03.10.2016.
  - i) Requested not to send any other document/s, other than Invoice and relevant docs like copy of LR, DC etc. on this id Invoice.sesa@vedanta.co.in, else system may block sender's ID.
- 4) Copy of Delivery challan / Invoice, warranty/guarantee certificate may please be sent with the consignment only, but strictly do not send any documents to purchase / commercial dept, except Bank Guarantees.
- 5) Vendors shall prepare the DFT with Delivery Plant address and not on Head Office address and strictly dispatch / submit the excise invoices (DFT) along with material, so that we can avail CENVAT benefit without any problems. Once digital signatures are in place, no hard copy may be required, to be submitted.
- 6) In case if the above details are not provided on the portal, system shall throw errors for want of the same and unloading may be delayed, and payment processing may not be possible. Also ASN is required for evaluating vendor's performance, and non-compliance shall lead to negative score & thus you stand to lose points in the vendor rating. In case of repetitive default in filling ASN, or complying with any

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other details, as above; we reserve the right to reject the material.

III) You shall also receive regular mails confirming acceptance of material in stores and Invoice posting, from which you can view the details appropriately.

Requested to follow the above procedures and co-operate for proper functioning of SRM and VIM systems and for smooth processing of Bills, from now onwards.

Please supply the under mentioned materials / services subject to the prices, terms and conditions mentioned below, "General Terms and Conditions" and "Applicable Standard terms and conditions":

Sr.	Item code	Plant	UOM	Req. Qty	Rate	Value
No.Specification						
1	PROFESSIONAL FEES	SGOF	AU	1.000	25,250.00	25,250.00
	9906080223					
1	SERVICE CHARGES, LUMPSUM		LS	1.000	25,250.00	25,250.00
					IN :Integrated GST(18.00%)	4,545.00
	HSN/SAC Code :998311					
Line no	A/c code	Buss.Area	Cost center	Internal Order	WBS Element	Network no
01	325022	IO03	20C00G			Asset id
GSTIN :30AACCS7101B1Z9						
Total PO Value						29,795.00

Price basis : ATS - At Site  
Offshore

Insurance :

Shipping Instruction :

Payment mode : Demand Draft

Payment terms : 30 Days Credit  
Payment Terms  
30 days credit

1) In our endeavor to support and save environment, we have now gone paperless; for which we have introduced Vendor Invoice Management system (VIM). For this you have to scan and post the Invoice from now onwards on the designated e-mail Id, Invoice.sesa@vedanta.co.in; clearly indicating PO No. and ASN no as above; without which payment processing shall not take place, or may get delayed.

2) All Invoices have to be printed and in PDF format only, no other file format or

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handwritten Invoices shall be acceptable, also maintain the same format for the invoice.

3) Every Invoice has to be digitally signed in the PDF format; on each page. Invoices digitally signed in MS word or Excel and then converted into PDF shall not be acceptable.

4) Invoice has to have PO no and ASN No (In case of material supply only), clearly printed on each page.

5) PO no / ASN no has to be mandatorily printed without any prefix or suffix, but only 10 digits - PO no is to be indicated. In case there is no PO / ASN number, the invoice may be rejected by the system.

6) Invoices have to be prepared separately for each of our location, based on place of delivery mentioned in the PO, although PO is issued with items from various locations.

(It would be our endeavour to mention the details of Invoice preparation in the PO header text, wherever multiple Invoices are to be submitted)

7) While mailing the Invoices, Invoice (may be with multiple pages like page no 1 of X, page no 2 of X etc. ), but invoice should always be the first page/s in the PDF file, followed by copy of LR, DC, Test certificate, Warranty / Guarantee certificate, Bank Guarantee and any other relevant doc.

8) One email should have only 1 pdf file attachment and only One Invoice No. (may be in multiple pages) to be attached and posted per e-mail,

9) One PO can have multiple Invoices/mail, but multiple POS cannot have one Invoice / mail.

10) In case of service PO, please mention the name of the contact person who has availed the services, and the location where service/s is/are provided.

11) Requested not to send any other document/s, other than Invoice and relevant docs like copy of LR, DC etc. on this id Invoice.sesa@vedanta.co.in, else system may block sender's ID.

12) Pl ensure that DFT / Del Challan / Copy of Invoice accompanies all supplies of goods, without which the same cannot be inwards at our Stores, thereby delaying the payment processing, for which we shall not be responsible.

13) Copy of DFT, Delivery challan / Invoice, warranty/guarantee certificate may please be sent with the consignment only, but strictly do not send any documents to purchase / commercial dept, except Bank Guarantees.

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14) Vendors shall prepare the DFT with Delivery Plant address and not on Head Office address and strictly dispatch / submit the excise invoices (DFT) along with material, so that we can avail CENVAT benefit without any problems. Once digital signatures are in place, no hard copy of DFT may be required, to be submitted.

15) All hard copies of the Invoices are to be strictly sent to the following address:

Payment Helpdesk  
Shared Services  
Vedanta Limited, Pig Iron Plant,  
Amona - Goa; INDIA 403 107  
Contact No. 0832 2385 325

16) Please submit an original cancelled cheque or a letter from your banker, confirming all Bank details, duly signed and stamped by the Bank. This is required for updating vendor's bank details in our records and is an one time activity. Please note that photo/ scanned copy of the cheque/ Mail from Bank / Scanned copy of Bank letter etc. shall not be acceptable and payment processing shall be held for want of the same, if we do not receive original documents.

Those vendors, who have not yet provided original copy of cancelled cheque or relevant letter from the bank, need to send the same immediately, addressed to "Payment Helpdesk", as above.

17) Vendor shall provide the following details on each of the Invoices, for affecting RTGS payments:

- a. IFC code (bank key) -----
- b. Bank a/c no-----
- c. Name of the bank-----
- d. Bank address-----
- e. E-mail Id-----

Please note that, in case of all RTGS payments, "Auto payment details shall be transmitted to the vendor by email, and no covering letter shall be sent in future.

18) For other details regarding VIM and SRM, please refer Page # 1 and 2 of the PO

DELIVERY SCHEDULE

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Item Sr No.	Item Code	Sch. No.	Schedule Qty.	Schedule Date
1		1	1.000	24.08.2022

## Special Instructions:

Routing PO for HO services

## APPENDIX I : GENERAL TERMS AND CONDITIONS OF PURCHASE

## A) GENERAL TERMS

1. This order shall constitute the contract between the Buyer and Seller.
2. Bills should be submitted directly to our Finance Office and one copy should be submitted to our Purchase Dept. In case of payments through bank, agreed to as a special case one copy of invoice should be sent in advance directly to Finance to facilitate clearing of documents. Failure to submit bills on the basis specified on the face of this order will cause delay in payment, but such delay in payment shall in no way affect the Buyer's right to any cash discount to be allowed on the price of goods supplied against this order.
3. Except where otherwise stated on the face of this order, payment will be made by the Buyer against invoice after 30 days of receipt of materials/bills whichever is later.
4. Unless it is otherwise specifically stated in the order all packages are free and non-returnable.
5. It is a condition of the contract (in addition to all conditions and warranties implied by law) that the said goods and/or works shall conform to the description and specification herein provided, shall be of goods quality and workmanship merchantable, adaptable for the purpose for which they are intended and free from any defects and that their sale or use does not infringe any Indian patent, registered design, trade mark or trade name.
6. Acceptance of any of the goods and/or works shall not discharge the Seller from liability for damages or other legal remedy for any breach of any condition or warranty contained herein or implied by law and if after acceptance the goods and/or works or any of them, suffer from any discrepancies or defects therein either in material, workmanship or otherwise become known to the Buyer and such defects amount to a breach of any condition or warranty hereunder or implied by law, the Buyer shall within four weeks after delivery notify the Seller of such defect, and shall (in addition to any other rights or remedies that the Buyer may possess) be entitled to reject the defective goods and/or works.
7. Rights and obligations under this order are not be assigned by the Seller without

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the consent of the Buyer, however, the Buyer shall be entitled to assign to any of its Associated Companies such rights and obligations at its option.

8. After notifications of rejection have been dispatched, the goods and/or works not accepted will be and remain the Buyer's premises or other premises under the Buyer's control on the account and sole risk of the Seller and if the Seller does not furnish disposal instructions within a reasonable time not exceeding four weeks from the date of posting of such notice of rejection, the Buyer may if it thinks fit either return the goods and/or works to the Seller or sell the said goods and or works either publicly or privately, at such price or prices as may be obtained for the same at the sole risk of the Seller, holding the Seller liable to refund the price in the case of the goods and/or works already paid, for all expenses in the case of credit transactions. The cost of freight and all other charges incurred or paid by the Buyer in respect of rejected goods/or works will be payable by the Seller to the Buyer on demand.

9. (a) The Buyer reserves the right to cancel this order or any part thereof.

(b) The Buyer shall be entitled to rescind the contract, wholly or in part, if delivery of the goods and/or works is not made in accordance with the terms of the contract, without taking any formal steps such as the sending of a formal demand notice, or otherwise. Time limit for despatch shall run from the date of acceptance of the order.

(c) The Seller shall be under no liability for failure to deliver and the Buyer from failure to accept deliveries of the goods and/or works hereunder or any part thereof when such failure is due to Act of God, State's enemies, fire, earthquake, floods, strikes, lockouts, transportation, embargoes or any other causes whatsoever beyond the control of Seller or the Buyer as the case may be.

(d) The Buyer assumes no obligation in relation to any goods and/or works delivered in excess of those specifically ordered.

10. The Buyer will not be liable in respect of any orders not given or confirmed on its official printed forms, duly signed by an Authorised Representative of the Buyer.

11. All sums payable by the Buyer to the Seller or by the Seller to the Buyer under the contract shall be due and payable at the Buyer's office in Panjim. The parties hereby agree that any suit to enforce the rights of either party under this purchase order shall only be instituted in and tried by the courts of ordinary civil jurisdiction in the city of Panjim and the Seller expressly agrees to submit to the jurisdiction of such courts.

12. It shall be the Seller's responsibility to deliver the goods and/or works through competent persons with all such equipments that may be required for safe delivery and

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the Seller shall also take all precautions to ensure that no injury or damage is caused to any person, whether employed by him or not, or to any plant, machinery or property of the Buyer.

13. The Seller shall indemnify the Buyer from all claims for injury that may be caused to any person by an act of the Seller or his agents or servants, whether employed by him or not, while in or upon the Buyer's premises and In respect of any other damages that may be caused to any plant, machinery or property of the Buyer in the course of delivery of the goods and/or work.

The price(s) mentioned on the purchase order are firm. If there is an imposition or levy by any State or Central Government or any local authority or an increase in the rate of tax or duty payable, after the contract is accepted then the tax or duty or the increased tax or duty shall be borne by the Seller.

B. ORDER ACCEPTANCE :In accepting this Purchase Order, Seller agrees to furnish the goods specified in full accordance with all conditions set forth herein and/or attachments hereto. This formal Purchase Order constitutes the entire agreement and only written changes by way of an amendment will be legally binding. Within two days of receipt of this Purchase Order, Seller shall return a copy of this Purchase Order duly signed by an Authorized Signatory, dated and stamped on all pages, as an unconditional acceptance to all prices, terms and conditions. Any supply made by the Seller under this Purchase order without a formal order acceptance from the Seller will automatically constitute a legally binding Order Acceptance to all prices, Terms and conditions set forth herein.

C. PRICE FALL CLAUSE :

1. The prices charged for the goods/services supplied under this Order by the seller shall in no event exceed the lowest price at which the Seller sells or offers to sell the goods/services of identical description to any other organization, from the date of his offer till supply to Sesa Group of Companies.

2. If at any time, during the said period, the Seller reduces the sale price of such goods, or sells or offer to sell such goods to any other organization at a price lower than the price chargeable under this Order, the Seller shall forthwith notify such reduction to Sesa Group of Companies and the price payable under this Order, for the goods supplied after the date of coming into force of such reduction or sale, shall stand correspondingly reduced.

3. The Seller shall also furnish the following certificate to the Buyer along with his Final bill:-

#We certify that the goods/services of description identical to the goods/services



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supplied to Sesa Group of Companies under Order No. \_\_\_\_\_ dt. \_\_\_\_\_, have not been quoted & or accepted by us for supply to any other person /organisation against our offers submitted during the period \_\_\_\_\_ till \_\_\_\_\_, (Date of offer submitted by us to Sesa Group of Companies. till date of supply of goods/services) at a price lower than the price charged to Sesa Group of Companies. #

Failure in submission of aforesaid certificate by the Seller may result in withholding of the payment of their bills against supply.

D. RISK PURCHASE CLAUSE :

In the event of non-supply of material/equipment/service as per the delivery schedule indicated in the Purchase Order, we reserve the right to procure the material that are not supplied by you from an alternate source at your cost and risk

E. GRIEVANCE REDRESSAL PROCESS

Sesa Goa Iron Ore Division realizes that quick and effective handling of complaints as well as prompt corrective & preventive actions to improve processes is essential to provide equitable & excellent service to all segments of Vendors (Material & Services) & Customers (Scrap & NPA). To achieve this, Sesa Goa Iron Ore shall strive to maintain following process for responding and final resolution to the customer complaints received.

Sesa Goa Iron Ore Division shall ensure that all the complaints received are recorded and resolved, but shall also ensure effective monitoring / escalation mechanism to the senior functionary responsible so as to make sure that none of the complaints remain unresolved.

Should you have a Complaint or a Grievance about our process, please contact our Commercial Manager for respective segments (Material & Services).

If your complaint / dispute is not redressed within a period of one month, you can write to the Grievance Redressal Cell either through an e-mail (grievance.sesacommercial@vedanta.co.in) or through a letter to:

Head Commercial

Vedanta Limited - Sesa Goa Iron ore Division

Metcoke Plant, Amona, Bicholim Taluka (Goa) - 403 107, India

The Commercial Department shall be responsible for providing adequate resolution to all escalated complaints received at their end.

Complaints shall be resolved in a proper and time bound manner with detailed advice to the vendor / customer. In case the resolution needs time, an interim response, acknowledging the complaint shall be issued.

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F. ANTI-BRIBERY POLICY

1. The vendor or contractor shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.
2. The Company (Vedanta Limited) shall have a right to initiate "audit proceedings" against the vendor or contractor to verify compliance with Anti-Bribery and Corruption (AB&C) requirements. Such audit may be carried out by the Company or by a reputed agency to be appointed by the Company at the sole discretion of the Company. The vendor or contractor shall extend full cooperation for smooth completion of the audit mentioned herein.
3. Notwithstanding anything in this contract, the Company shall have right to terminate the contract forthwith in case, it is found that the vendor has failed to comply with AB&C requirements as envisaged in the vendor code.

G. WHISTLE BLOWER POLICY

POLICY

There is an opportunity to submit/report 'Complaints' pertaining to the following areas such as:

- a) Fraud (an act of willful misrepresentation which would affect the interests of the concerned) against investors, securities fraud, mail, wire fraud, bank fraud, or fraudulent statements to the Securities and Exchange Board of India (the "SEBI"), the U.S. Securities and Exchange Commission (the "SEC"), the relevant stock exchanges, any other relevant authority or members of the investing public.
- b) Violations of any rules and regulations applicable to the Company and related to accounting and auditing matters.
- c) Intentional error or fraud in the preparation, review or audit or any financial statement of the Company.
- d) Any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.
- e) Any other event which would affect the interests of the business investing public.

The Company will protect the confidentiality and anonymity of the complainant to the fullest extent possible with an objective to conduct an adequate review. External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head - Management Assurance, who is independent of operating management and businesses. The contact details are as follows:

Group Head - Management Assurance,  
Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099  
Tel No. +91- 22 - 66461000  
Fax No. +91- 22 - 66461450

Complaints' can also be sent to the designated E-Mail ID:  
sgl.whistleblower@vedanta.co.in; the custodian of E-Mail ID will be Group Head - Management Assurance.

#### H. CARBON AND ENERGY POLICY

We strive to:

- 1) adopt, implement and maintain best available technology, processes and practices for carbon and energy management and minimizing greenhouse gas emissions across all our activities/operations.
- 2) measure and improve our energy usage and carbon emissions from all our activities and operations, optimize energy consumptions through adoption of energy efficient, innovative techniques and minimize carbon emission. Report carbon emissions in conformance with the internationally recognized protocols.
- 3) emphasize energy efficiency as a factor in process, operations and facility design.
- 4) explore opportunities for adoption and implementation of renewable sources of energy.
- 5) create awareness on energy conservation and minimization of greenhouse gas emission to employees and relevant stakeholders.

#### I. SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct is applicable to all 'Suppliers' globally. 'Supplier' here refers to suppliers/ service providers/ vendors/ traders / agents/ consultants/ contractors/ joint venture partners/ third parties including their employees, agents and other representatives, who have a business relationship with and provide, sell, seek to sell, any kinds of goods or services to Vedanta Resources Plc or any of its subsidiaries, affiliates, divisions ("Vedanta").

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Vedanta. This Code embodies Vedanta's commitment to internationally recognized standards, including the Core Conventions of the International Labour Organization, United Nations' Universal Declaration of Human Rights as well as prevalent industry standards, and all other relevant and applicable statutory requirements concerning Environment Protection, Minimum Wages, Child Labour, Anti-Bribery, Anti-Corruption, Health and Safety, whichever

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requirements impose the highest standards of conduct.

" LABOUR & HUMAN RIGHTS

Adhering to all Labour Laws and Human Rights Laws, Suppliers shall:

- Comply with all applicable local, state and national laws regarding human rights.
- Comply with the Company's Human Rights Policy.
- Ensure that all their employees are hired on their own free will and guarantee that all their operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.
- Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices both internally and within their supply chains and other external business relationships.
- Ensure that employees are not be charged any fees or costs for recruitment, directly or indirectly;
- Not confiscating or withholding worker identity documents or other valuable items, including work permits and travel documentation of any of its workers/ employees.

HEALTH, SAFETY & ENVIRONMENTAL SUSTAINABILITY

- The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- Supplier shall follow all Environmental, Health and Safety and other operational policies of the Company while executing any work or contract at the company site.
- Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for the Company.

BUSINESS INTEGRITY

Anti-Bribery: The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including with any employee of Vedanta. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage, offer or accept any kickbacks, and shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Foreign Corrupt Practices Act of USA (FCPA), Bribery Act of United Kingdom and Prevention of Corruption Act of India.

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- Shall not take any advantage of any family/ social/ political connections to obtain favorable treatment or for the advancement of business or obtaining any favours. Merit shall be the sole attribute of association with Vedanta.
- Shall not enter into a financial or any other relationship with a Vedanta employee that creates any actual or potential conflict of interest for Vedanta. The Supplier is expected to report to Vedanta any situation where an employee or professional under contract with Vedanta may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favor.

Unfair Trade Practices: Supplier shall desist from any unfair or anti-competitive trade practices.

### REPORTING OF UNETHICAL PRACTICES AND GRIEVANCE ADDRESSAL MECHANISM

The Supplier shall ensure that an effective grievance procedure has been established to ensure that any worker/ employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

Suppliers shall also forthwith report any unethical activity or discrimination if practiced by any Vedanta employee/other Suppliers as per Vedanta whistle-blower policy (uploaded on the company website).

### INTELLECTUAL PROPERTY

The Supplier shall take appropriate steps to safeguard and not infringe any Vedanta confidential and proprietary information/intellectual property/ technology which come to its knowledge during the course of its business relationship/ dealings with Vedanta. In case of sub-contracting, sharing of confidential information should be made with the consent of Vedanta.

### THIRD PARTY REPRESENTATION

The Suppliers shall not be authorized to represent Vedanta or to use Vedanta's brands without the written permission of Vedanta. Third parties and their employees who are authorized to represent Vedanta are expected to abide by the Vedanta's Code of Conduct & Business Ethics Policy in their interaction with, and on behalf of Vedanta including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

### PROHIBITION ON INSIDER TRADING

If the Supplier becomes aware of material, non-public information relating to Vedanta or its business, it may not buy or sell Vedanta securities or engage in any other action to take advantage of that information, including passing that information

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on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Vedanta customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with Vedanta, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

SUPPLIER'S COMPLIANCE COMMITMENT

Vedanta expects the Supplier to adhere to all applicable laws and regulations and in particular comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and Vedanta's Code of Conduct & Business Ethics Policy. As a condition of doing business with Vedanta, the Supplier must comply with this Code and agree to uphold such values during its business association with Vedanta.

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and allow access to Vedanta to check compliance upon request with reasonable notice.

The Supplier shall notify Vedanta regarding any known or suspected improper behaviour by the Supplier relating to its dealings with Vedanta, or any known or suspected improper behaviour by Vedanta employees.

Please contact the concerned Head commercial/ Company Secretary if you have any questions about this Code.

J. COMPLIANCE UNDER SA 8000

The contractor shall comply with SA8000 which covers the following areas of accountability:

1. Child labour: No workers under the age of 15; minimum lowered to 14 for countries operating under the ILO Convention 138 developing-country exception; remediation of any child found to be working.
2. Forced labour: No forced labour, including prison or debt bondage labour; no lodging of deposits or identity papers by employers or outside recruiters.
3. Health and Safety: Provide a safe and healthy work environment; take steps to prevent injuries; regular health and safety worker training; system to detect threats to health and safety; access to bathrooms and potable water.
4. Freedom of Association and Right to Collective Bargaining: Respect the right to form and join trade unions and bargain collectively; where law prohibits these freedoms, facilitate parallel means of association and bargaining.
5. Discrimination: No discrimination based on race, caste, origin, religion, disability, gender, sexual orientation, union or political

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affiliation, or age; no sexual harassment.

6. Discipline: No corporal punishment, mental or physical coercion or verbal abuse
7. Working hours: Comply with the applicable law but, in any event, no more than 48 hours per week with at least one day off for every seven day period; voluntary overtime paid at a premium rate and not to exceed 12 hours per week on a regular basis; overtime may be mandatory if part of a collective bargaining agreement.
8. Compensation: Wages paid for a standard work week must meet the legal and industry standards and be sufficient to meet the basic need of workers and their families; no disciplinary deductions.

K. CONTRACT WORKMEN AND TRANSPORTERS PERSONNEL

Contract Workmen and Transporters shall not be allowed to carry mobile phones inside plant premises. Only supervisors are allowed to carry the mobile phones inside the plant and within designated areas only. In the event of failure to follow these guidelines, Vedanta shall levy penalty @ Rs. 500/- per instance and any repeated instances shall lead to further disciplinary action, including suspension of the contract.

L. COMPLIANCE WITH "Supplier's Code of conduct" and "Insider Trading Policy"

The supplier confirms that he has read VEDANTA LTD's Supplier Code of Conduct and Insider Trading Prohibition Policy, a copy of which is also available at <http://www.vedantalimited.com/investor-relations/corporate-governance.aspx?searchtext=PoliciesPractices> which includes (i) measures for prevention of corrupt practices, unfair means and illegal activities, including compliance of all anti-bribery, anti-corruption regulations under Foreign Corrupt Practices Act (FCPA), UK Bribery Act, 2010 (UKBA) amongst others; and (ii) adherence to the SEBI (Insider Trading Prohibition) Regulations, 2015 which includes ensuring that it and its employees and associates do not trade in the securities of Vedanta Limited based on any Unpublished Price Sensitive Information#. The Supplier confirms that he has read the relevant policies at the time of entering into this Purchase Order and will ensure he is updated on any changes in it and will abide by the terms thereof to the fullest extent at all times.

M) HUMAN RIGHTS ADHERENCE

Vedanta expects its business partners to adhere to the specific requirements of the Human Rights Policy of the Vedanta group and to apply these expectations in dealing with their respective supply chains.

The Business Partner warrants and represents that it will strive to abide by below

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mentioned requirements, at a minimum :

- To Uphold human rights aligned with national and international regulations as applicable including compliance with international labour law or the country of operation whichever is stringent, on working hours, payment of fair and reasonable remuneration, respect the right to form and join trade unions and bargain collectively and all legally mandated benefits.

- Under no circumstances use, or in any other way benefit, from forced labour (indentured servitude, bonded, prison or otherwise), or child labour.

- To be an equal opportunity employer and there shall be no discrimination in hiring or employment practices on the grounds of race, caste, colour, religion, gender, age, physical ability, sexual orientation, or union or political affiliation.

- Provide a safe and healthy working environment, including as applicable safe housing conditions, presenting no immediate hazards. As minimum, clean water, sanitation, essential safety equipment, emergency exits and medical care must be provided.

- Comply with all applicable legal environment requirements including permits and registrations, implementation of sound measures to prevent pollution and minimise generation of solid waste, wastewater and air emissions must be adopted. Business partner will ensure the implementation of international certification of Environment, Health & Safety, and Social Responsibility in stipulated time frame and demonstration of continual improvement.

N) CORPORATE POLICY DIRECTIVE - POSSESSION CONTRABAND ITEMS

It is the policy of Vedanta to maintain a safe work environment for its employees. To this end, the possession of any illegal drug, drug paraphernalia, alcoholic beverage, explosive, weapon or any other similar item or substance which could cause or contribute to injury to Vedanta personnel or damage to its property ("contraband") is strictly prohibited at work locations or other business premises ("work areas") of Vedanta. This policy may be implemented by such reasonable means as may from time to time be determined appropriate, including searches of the person and personal effects of any person.

Compliance with this policy is a condition of employment of Vedanta and employees who decline to be searched or who are otherwise found in violation of this policy will be subject to immediate termination. Non-employees who decline to be searched or are otherwise found in violation of this policy or Vedanta's Substance Abuse Policy will be excluded from Vedanta work areas. Below is a Notice outlining Vedanta's Substance Abuse Policy.



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DRUGS, ALCOHOL, FIREARMS, SEARCHES

Vedanta is concerned about the effects of the use of illegal drugs and the abuse of alcohol on the health and safety of its employees. We recognize that alcoholism and the illegal use of drugs leads to increased accidents and medical claims, and can lead to the destruction of an employee's health, and adversely affect his or her personal life. Employees who abuse drugs and alcohol are a danger not only to themselves, but also to their fellow employees. In addition, the medical costs incurred by employees with drug or alcohol problems are much higher than those of other employees, and the decreased productivity of these individuals can adversely affect a company's ability to operate competitively. To help prevent substance abuse among our employees, Vedanta has a policy and practice of testing applicants, employees, and others that may regularly work in or on Vedanta premises. Applicants for employment will be required to undergo a drug-screening test as part of consideration for employment. Employees and others will be required, under certain circumstances, to cooperate with drug testing procedures and drug searches.

The unauthorized possession or use of illegal, drugs, narcotics, alcohol and firearms is not permitted on any Vedanta property or job site that is not Vedanta property, and the use of, possession of, and/or distribution of such items by any person on any Vedanta installations, property, or facilities poses a serious threat to the safety of our employees, other personnel and operations.

SEARCHES, INSPECTIONS, AND ANALYSES

We reserve the right, at all times, to have authorized personnel conduct reasonable searches or inspections on Vedanta property of personal effects, lockers, baggage, vehicles, and quarters of employees and other personnel for the purpose of determining if any such persons are in possession of any illegal or unauthorized items. These searches will be conducted in cases where the Vedanta receives reliable information indicating that reasonable cause exists to conduct a search.

Any Vedanta employee who refuses to submit to a search, urine analysis, blood test, or who is found in possession of any such illegal or unauthorized items without an explanation satisfactory to us will be subject to disciplinary action up to and including immediate discharge.

When appropriate, such items discovered through these Vedanta searches may be taken into custody and may be turned over to the proper law enforcement authorities.

O) Compliance under Mines Act :

1. Prepare written Safe Operating Procedure (SOP) for the work including an assessment of risk and safe methods to deal with it/them.
2. Provide copy of SOP to the person designated by the mine owner to supervise

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the contractor's work.

3. Keep an up to date SOP and provide a copy of changes to a person designated by the mine owner.

4. Ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner.

5. For work of a specify scope/nature, develop and provide to the mine owner a site specific Code of Practice (COP).

6. Ensure that all sub-contractors hired by him comply with the same requirement as the contractor himself and shall be liable for ensuring the compliance all safety laws by the sub or sub-sub-contractors.

7. All persons deployed by the contractor for working in mine must undergo vocational training, initial medical examination, PME. They should be issued cards stating the name of the contractor and the work and its validity period, indicating status of VT & IME.

8. Every person deployed by the contractor in a mine must wear safety gadgets to be provided by the contractor. If contractor is unable to provide, owner, agent and manager of the mine shall provide the same.

9. The contractor shall submit to DGMS returns indicating - Name of his firm, Registration number, Name and address of person heading the firm, Nature of work, type of deployment of work persons, Number of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons. The return shall be submitted quarterly (by 10th of April, July, October and January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

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APPENDIX II : STANDARD TERMS & CONDITIONS FOR MASTER PROCUREMENT AGREEMENT

This PURCHASE ORDER / MASTER PURCHASING/ PROCUREMENT AGREEMENT (MPA) (hereinafter the "Agreement") made on Purchase Order (PO) Date

BY AND BETWEEN

Vedanta Limited (Formerly known as Sesa Sterlite Limited / Sesa Goa Limited) / Sesa Resources Limited / Sesa Mining Corporation Limited, a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at Sesa Ghor, 20 EDC Complex, Patto, Panjim - Goa - 403001, hereinafter referred to as (the "Company/Purchaser") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors and assigns) of the ONE PART;

AND

Vendor (hereinafter referred to as "Supplier", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and

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permitted assigns) of the OTHER PART.

The Company/Purchaser and the Supplier shall be individually referred to as the "Party" and collectively as the "Parties".

AND WHEREAS the Supplier has approached the Company and offered to provide such materials as specified in the Scope of Services of this Agreement detailed in ANNEXURE-I (hereinafter for the sake of brevity referred to as the "Material or Services (as relevant)") and has represented that it has the necessary expertise, infrastructure and experience to efficiently provide such Material or Services to the Company;

AND WHEREAS based on the said representation, the Company has agreed to seek the Material or Services from the Supplier on a non-exclusive basis as per the terms and conditions detailed herein

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

1. DEFINITIONS

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

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

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

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

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

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1.1.5 "Effective Date" shall be as specified in the Purchase Order

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1 INTERPRETATION

In this Agreement:

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

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

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

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

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

1.2.6 "including" means "including without limitation";

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

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

2. SCOPE OF CONTRACT

2.1 The effective date of this Agreement shall be PO Date (hereinafter the "Effective Date") and this Agreement shall be valid for a period as specified in the Purchase Order ("Term").

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

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

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

3. DELIVERY/PERFORMANCE

3.1 Time shall be of the essence and any Services performed or Materials delivered shall be in strict accordance with any time or schedule as specified in the

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Purchase Order. Further, Services performed or Materials so delivered shall be in strict accordance with the quality parameters and Specifications, specified in this Agreement and/or the Purchase Order or the relevant Trade Usage where no such parameters and Specifications are so specified.

4. CARRIAGE AND DELIVERY INSTRUCTIONS RELATING TO MATERIAL

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

4.2 The delivery instructions shall be governed by and construed in accordance with the provisions of Incoterms 2010 published by the International Chamber of Commerce as may be amended from time to time.

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

5. TRANSPORTATION RELATING TO SERVICES

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

6. RISK AND PROPERTY

6.1 Unless otherwise stipulated in such Purchase Order, title to and risk of loss for the Goods shall remain with Supplier and shall only pass to Purchaser following full delivery and acknowledgement by possession of the Material to the delivery address by Purchaser or Purchaser duly authorized representative specified in the Purchase Order.

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

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whose behalf or for whose benefit the Purchaser has purchased the Material.

7. PERFORMANCE OF THE SERVICES

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

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

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

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

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

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

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

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

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

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

8. PAYMENT

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

8.2 If Purchaser disputes all or any part of any invoice, it shall notify Supplier specifying the disputed parts thereof. Supplier shall withdraw the disputed invoice and submit an amended invoice for the undisputed amount and Purchaser shall pay this amount within forty-five (45) days of the date of receipt of the amended invoice. Purchaser and Supplier shall endeavour to settle the disputed amount as quickly as possible through good faith negotiations.

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

9. ACCESS

9.1 Purchaser shall have the right of access to Supplier's premises to inspect the progress of manufacture, testing and commissioning of the Material and / or the performance of Services to otherwise satisfy itself as to compliance of the



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Material and/or Services with the Agreement. Supplier shall procure similar rights of access for Purchaser at the premises of any sub-supplier. Inspection of the progress of manufacture, testing and commissioning of the Material and the performance of the Services by Purchaser shall in no way relieve Supplier of its liabilities and obligations under the Agreement or otherwise.

10. SUSPENSION

10.1 Notwithstanding anything to the contrary in this Agreement, Purchaser may, at its sole discretion, suspend this Agreement / any Purchase Order, in whole or in part, upon twenty-four (24) hours written notice to Supplier for any reason whatsoever. The Purchaser shall promptly notify the Supplier in writing of the same.

10.2 In the event of written notice pursuant to Clause above, Supplier's failure to perform the Purchase Order to the standards required by the Purchase Order and Supplier's material breach of any of its obligations under the Agreement, no payment shall be due by Purchaser in respect of such order/Purchaser order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Purchaser.

10.3 Subject to Clause above, in the event of suspension of a Purchase Order, the Material being supplied under such Purchase Order shall, at Purchaser's discretion, either be delivered to the delivery address or shall be securely and separately stored at Supplier's premises, at Purchaser's sole cost and expense, and marked as the property of Purchaser until either the manufacture and/or provision of such Material is resumed or Purchaser terminates the Purchase Order and instructs Supplier with regard to the disposal of the Material stored at Supplier's premises. The proceeds of the disposal shall be adjusted against any compensation payable hereunder.

11. SUPPLIER OBLIGATIONS

11.1 The Supplier warrants that the Material and Services shall:

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

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

(c) in the case of Material, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as specifically stated in the Specification or on the drawings;

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

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

(f) be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any Material or parts, to the Purchaser; and

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

11.2 The Supplier further warrants that the Material and Services shall conform with all laws applicable to:

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

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

11.3 The Supplier warrants that it shall at all times and at its own expense:

(a) maintain all necessary licenses and consents and comply with all applicable law in performance of the Agreement;

(b) adopt safe working practices and at the proper time supply and install such guards and safety devices as may be necessary to comply with the provisions of all health and safety laws;

(c) shall not endanger the safety of or unlawfully interfere with the convenience of any other person, including employees and/or other contractors of the Purchaser in the performance of the Agreement;

(d) ensure that, in performing its obligations under the Agreement, it does not cause any disturbance or damage to the industrial operations and property at the relevant site;

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(e) comply with the Purchaser's conditions (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies and security policies) in relation to any relevant Site;

(f) assist the Purchaser and its representative in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, providing access to documents and records and providing information reasonably requested by the Purchaser;

(g) notify the Purchaser's representative promptly as soon as it becomes aware of any breach of laws or any health and safety or issue which arises in relation to the Material or Services (which notification shall not release the Supplier from any liability and/or obligations in respect of such breach, hazard or issue);

(h) notify the Purchaser's representative promptly after it becomes aware that the Purchaser is not or may not be complying with any of the Purchaser's obligations, provided that the Supplier shall not be entitled to rely on such notice as relieving the Supplier's performance under the Agreement, save to the extent that it actually restricts or precludes performance of the Supplier's obligations.

(h) co-operate with the Purchaser in all matters relating to the Services;

11.4 The representations and warranties mentioned herein shall survive any inspection, test, performance, acceptance or payment pursuant to the Agreement and shall be extended to any repaired or replaced Material or substituted or remedial Services provided by the Supplier.

11.5 Without prejudice to any other rights which Purchaser may have hereunder, Supplier shall, at Purchaser's option and Supplier's cost, either repair or replace any and all Material which fail or are found to be defective within a period of eighteen (18) months from the date of delivery or twelve (12) months from the date of commencement of use, whichever is the later. If Supplier is required to repair or replace defective Material, the warranty period shall be renewed for the repaired or replaced Material.

11.6 If the Supplier fails to rectify such breach in supply of the Material or Services, which being capable of remedy is not remedied within fourteen (14) days of notice of such default, the Purchaser may at its discretion and without prejudice to other rights and remedies under this Agreement or otherwise, avail itself of any one or more of the remedies as hereunder:

(a) reject the Material (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that the Supplier shall immediately pay to the Purchaser a full refund for the Material so returned;

(b) give the Supplier the opportunity at the Supplier's expense either to remedy any

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defect in the Material or Services or to supply replacement Material or substitute Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled within a reasonable period specified by the Purchaser;

(c) refuse to accept any further deliveries of the Material or subsequent performance of the Services which the Supplier attempts to make, in each case without any liability to the Purchaser;

(d) carry out or procure that some other person carries out at the Supplier's expense any work necessary to make the Material and/or Services comply with this Agreement (including but not limited to freight, disassembly and reassembly);

(e) instruct the Supplier to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as the Purchaser may direct in order to remedy such breach at the Supplier's expense;

(f) claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of this Agreement;

(g) opt to use or consume the Material in the event of non-availability of substitute goods or to maintain operations of the Purchaser's plant or to avoid plant shut down but without prejudice to its right to claim damages attributable to consequences arising due to off-Specification Material;

(h) obtain substitute Material or purchase substitute Services from alternate supplier at Supplier' cost.

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

11.8 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on the Purchaser to accept any defective or sub-standard quality Material and/or Service, delayed delivery and/or performance of the Agreement and it is expressly agreed by the Parties that acceptance of such defective or sub-standard quality Material / Service, delayed delivery and/or performance by the Purchaser in its sole discretion, shall not prejudice any right / claim of the Purchaser to damages for supply of such defective or sub-standard quality Material / Service, delayed delivery and/or performance and / or for breach of the Agreement. In the foregoing, the Purchaser shall reasonably determine the amount of damages that shall be leviable upon / payable by the Supplier. Any damages so determined by the Purchaser shall be paid by the Supplier within fifteen (15) days. The levy of damages / acceptance of performance, as above, shall not prejudice any rights of the Purchaser as per other terms of this Agreement / Purchase order.

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

11.10 The Purchaser reserves the right to reject Material in case it is supplied

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prior to the scheduled delivery date until otherwise specifically waived-off in writing by an authorized Representative from the Purchaser's commercial department, prior to dispatch.

12. SPECIFICATION VARIATION

Purchaser may, at any time, make changes within the general scope of the Agreement and/or Purchase Order by giving written notice to Supplier. Such changes may include changes to the technical Specification of the Material (where such Material are manufactured to order), quantities, method of shipping and/or packing, inspection standards and place of delivery. Upon receipt of such variation request, if any such change affects the purchase price and/or delivery date, Purchaser and Supplier shall agree upon an adjustment to the price and/or delivery date. The change to the Specification and /or Purchase Order, together with any adjustment to price and/or delivery date, if any, shall be set forth in a revised Variation Order issued by Purchaser and acknowledged by Supplier in writing.

13. INTELLECTUAL PROPERTY

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

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

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

14. AUDIT AND INVESTIGATION

14.1 At all reasonable times during the Term and/or any Purchase Order, and for a period of four (4) years after the completion of any Purchase Order, Supplier agrees that the Supplier Group's books and records shall be subject to audit with Supplier's assistance and at reasonable times as Purchasing Group shall consider necessary.

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

15. ASSIGNMENT AND SUBCONTRACTING

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

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

16. RECOURSE OF THE PARTIES

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

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

16.3 It is clarified that under no circumstances, by virtue of this Agreement, will the

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employee/workers of the Supplier be deemed to have any privity of contract with the Company nor would they or any of their heirs, assigns or successors would claim any benefit / privilege, whatsoever, from the Company.

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

17.1 This Agreement shall comprise of the following documents:

Scope of work as specified in the Purchase Order  
Compensation Schedule as specified in the Purchase Order  
Standard Terms and Conditions (Annexure-A)  
(all hereinafter the "Agreement").

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

ANNEXURE - A: STANDARD TERMS & CONDITIONS FOR MASTER PROCUREMENT AGREEMENT

1. TAXES AND DUTIES

1.1 Payment of all taxes, fees, levies, duties, or other charges of whatsoever nature including service tax, excise, VAT and in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Supplier or its subcontractors levied or imposed now or hereinafter as a result of the services provided hereunder and the performance of this Agreement shall be the sole responsibility of and be paid by the Supplier. Nothing contained herein shall prevent the Company from deducting tax at source as required by law from the payments due to the Supplier.

1.2 The Supplier shall be responsible for filing all necessary tax returns (including, without limitation, returns for corporate income tax, personal income tax, service tax, sales tax) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

1.3 The Supplier shall also ensure that its sub-contractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

## 2. STATUTORY COMPLIANCES/LICENCES

2.1 The Supplier shall be solely liable for statutory compliance in respect of all applicable laws of land which inter-alia includes central/state labour laws and regulations/rules made thereunder including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979. The Supplier shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State labour laws and regulations/rules made thereunder in respect of employees employed by it.

2.2 The Company shall be entitled to deduct/adjust from amount payable to the Supplier any dues, wages, compensation on accident or death, expenses paid by the Company in compliance with the applicable laws, in respect of employees of the Supplier.

2.3 Purchaser is obligated to ensure that its suppliers meet the criteria for security mandated by the Customs-Trade Partnership Against Terrorism (C-TPAT) program. In order to comply with these requirements, Purchaser requires Supplier to be a C-TPAT certified participant where applicable, or satisfy comparable security program policies and procedures as follows:

(i) If Supplier is C-TPAT Certified, upon receipt and certification of the SVI # (Status Verification Indicator), Purchaser requests a copy of the official letter, a copy of the C-TPAT Certificate to Supplier, and the Supplier SVI letter for file and audit record.

(ii) If Supplier is not C-TPAT certified or does not qualify under Customs terms to be C-TPAT certified, Supplier must provide evidence its approved under a similar supply chain security program that is endorsed and sponsored by its local country (For e.g., P.I.P. in Canada) OR must provide a statement from a company senior executive officer of its intent and plan to provide its supply chain security policy and procedure that describes its supply chain security systems that meet or exceed those expectations in U.S. C-TPAT. Upon written request, Supplier shall provide Purchaser with copies of its written tracking procedures to verify the Supplier's compliance with comparable supply chain security measures as required under C-TPAT.

(iii) Supplier shall grant to Purchaser or its designated Representative the right from time to time, upon prior written notice to Supplier and at reasonable



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date and hours, to visit Supplier's facilities to perform an audit of Supplier compliance with its security obligations. Upon completion of any review by Purchaser, Supplier will be advised in writing if any corrective action is required to assure compliance with the C-TPAT program. Based on the type of corrective action required, the parties will mutually establish a time period for implementation of the corrective measures required. If Supplier does not comply within a reasonable time period with the requirements for C-TPAT compliance, Purchaser will be entitled to treat Supplier's failure to comply as a material breach of this MPA.

3. INSURANCE

3.1 The Supplier shall effect and maintain with a reputed insurance company a policy(ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term of the Agreement.

3.2 The Supplier shall hold employer's liability insurance in respect of its employees/personnel in accordance with any legal requirement from time to time in force.

3.3 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Agreement.

3.4 The Supplier shall also take third party liability insurance and surrounding property damage insurance. In case of any loss or damage, the Supplier shall lodge and settle the claim with the insurance company.

3.4 Supplier will be made at equivalent to differential loss suffered by the Company in case the loss to the Company is not fully compensated by the insurance agency.

3.5 Notwithstanding anything contained above the Company may arrange insurance of the consignment. But, that will not in any way absolve the Supplier from compensating Company /consignee in case of damage / loss.

3.6 Without limiting Supplier's obligations, liabilities, and responsibilities under any Purchase Order or at law, Supplier shall when providing Material or Services, at its cost, obtain or procure or cause others to obtain or procure the insurances required under the Purchase Order.

3.7 All the insurance policies described in Exhibit B, except workers' compensation and employer's liability shall, to the extent of the insurable liabilities assumed and indemnities given by Supplier hereunder, be written or endorsed with Purchasing Group as additional insured or shall contain indemnity to

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principal provisions, and all policies described in Exhibit B, including workers' compensation and employer's liability, shall provide that the insurance company shall have no right of recovery or subrogation against Purchasing Group. All liability policies required herein shall provide severability of interest or cross liability clause. All policies required of Supplier herein shall, to the extent of the insurable liabilities assumed and indemnities given by Supplier hereunder, provide that the insurance coverages shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Purchasing Group. In all cases all applicable Supplier Group deductibles, self-insured retentions, and excesses will be borne by Supplier.

3.8 All insurances taken out by Supplier in accordance with the provisions of this Clause 3 shall provide that Supplier's underwriters of insurance give not less than thirty (30) days' notice of cancellation of any such policy of insurance to Purchaser. No such cancellation shall relieve Supplier of its obligation to maintain insurance in accordance with this Agreement and / or any Purchase Order.

3.9 To the extent Supplier has sub-suppliers of any tier, Supplier agrees that should any sub-supplier's insurance lapse, is cancelled, has insufficient limits of insurance available or is not carried, Supplier's obligations under this Clause 3 are in no way relieved or diminished. Supplier shall use its best endeavours to obtain from its sub-suppliers additional insured, or indemnity to principals, status, a waiver of subrogation and a primary insurance statement, both in favour of Purchasing Group. Upon request, Supplier shall obtain and provide Purchaser with valid certificates of insurance from such sub-suppliers evidencing compliance with this Clause 3.

3.10 Neither the delivery to Purchaser of any certificates of insurance, nor any failure on the part of Purchaser to discover and notify Supplier of any errors or omissions in certificates of insurance, nor the rejection of certificates of insurance that do not conform to the requirements described herein, shall be construed to imply an acceptance of such certificates of insurance or the coverages/endorsements reflected therein, or a waiver of the coverages/endorsements requirements contained herein. Review by Purchaser of any certificate of insurance shall not relieve Supplier from any obligation to secure the insurance coverages and endorsements required herein, and nothing shall operate to shift responsibility for insurance coverages from Supplier to Purchaser.

4 WARRANTIES AND REPRESENTATION

4.1 The Supplier represents and warrants that:

(i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to supply Materials and perform the Services as detailed in the

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Scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.

(ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.

(vii) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.

(viii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;

(ix) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Company, for use related to the Material/Services, and that any IPR provided by the Supplier shall not infringe the IPR of any third party;

(x) The Supplier represents that there is no inquiry/ investigation pending by the Police against the Supplier or its employees. The Supplier undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of Government Authority applicable to the Supplier and /or to the Supplier's employees;

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(xi) The Supplier shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of any vehicle for performing the Agreement and any toll charges or entry Taxes payable locally and the Supplier accordingly indemnifies Company against all such liability.

(xii) The Supplier has sufficient resources available to respond to emergencies/incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Supplier. Company shall have no liability whatsoever.

4.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

4.3 Supplier warrants and guarantees that:

(i) all Material shall be supplied in accordance with the provisions of the Agreement/Purchase Order and with generally accepted industry standards, Trade Usage with regard to quality, Specification, quantity, measurement, performance and/or functionality and are free from defects in material and workmanship;

(ii) if the Material are manufactured by reference to Supplier's data or other specified data provided to Purchaser, the Material shall have been manufactured in accordance with such data;

(iii) if the Material are sold by sample then they shall conform to the sample;

(iv) if the Material are manufactured to designs supplied by Purchaser, the Material shall have been manufactured in conformity with such designs and any approved working drawings;

(v) it is aware of the purpose and usage of the Material by the Purchaser including the technical parameters attributable to the usage of the Material; and

(vi) in the case of the Material, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the Specification or on the drawings.

4.4 If Supplier is required to repair or replace defective Material, the warranty period shall renew for the repaired or replaced Material.

5. ETHICS

5.1 GIFTS AND COURTESIES: 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 of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the

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employees of the Company. The Supplier undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Supplier, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Supplier undertakes that in the event of use of any corrupt practices by the Supplier, the Company shall be entitled to terminate the Agreement forthwith and recover from the Supplier, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Supplier.

If at any time during execution or performance of this Agreement the Supplier is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Supplier must report the same immediately at [sgl.whistleblower@vedanta.co.in](mailto:sgl.whistleblower@vedanta.co.in)

5.2 ANTI-BRIBERY & CORRUPTION:

(i)(a) - The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

(i)(b) - The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 5.2 (i)(a).

(ii) The Supplier shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.

(iii) The Company shall have a right to initiate "audit proceedings" against the Supplier during the Term and for a period of three (3) years thereafter, to verify compliance with this Agreement including AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Supplier shall extend full cooperation for smooth completion of the audit mentioned herein.

(iv) Notwithstanding anything in this agreement, the Company shall have right to terminate the Agreement forthwith in case, it is found that the Supplier has failed to comply with the terms of the Agreement including AB&C requirements.

(v) The Supplier may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct

Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head - Management Assurance,  
Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099  
'Complaints' can also be sent to the designated e-mail id:  
sgl.whistleblower@vedanta.co.in

#### 6. DEFAULT AND TERMINATION

6.1 The Company may immediately terminate all or part of this Agreement/Purchase Order as under:

(i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has failed to remedy such breach within 30 days from receiving notice from the other Party.

(ii) if other party party (i) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (ii) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) a other party's creditor attaches or takes possession of all or a substantial part of said Party's assets; the foregoing shall not apply to any action or proceeding which is (i) in the reasonable opinion of the party, frivolous or vexatious; or (ii) discharged, stayed or dismissed within ninety (90) days of commencement;

iii) if either party is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then either Party may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination.

6.2 The Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Supplier fails to obtain any approval required under the terms of this Agreement.

6.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

6.4 In the event of Supplier's breach of its obligations hereunder, no payment shall be due by Purchaser in respect of such order/Purchaser order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Purchaser.

#### 7. LIMITATION OF LIABILITY

7.1 EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING AT ANY TIME FROM ANY CAUSE WHATSOEVER.

7.2 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

#### 8. FORCE MAJEURE

8.1 Neither the Company nor the Supplier shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence i.e. (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence and which, by the exercise of reasonable diligence, the said Party is unable to provide against ("Force Majeure Events").

8.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.

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8.3 If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.

8.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.

9. INDEMNITY

9.1 The Supplier shall defend, indemnify and hold the Company harmless from and against any and all Claims in connection with any taxes, levies, costs and charges which may be levied or imposed on the Supplier or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement including claims in respect of pollution and contamination which originated from Supplier Group's equipment or materials under the control of any member of the Supplier Group.

9.2 The Supplier shall be liable for and shall defend, indemnify and hold the Company harmless from and against and all Claims in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Supplier.

9.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify and hold Purchasing Group harmless from and shall keep Purchaser's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Supplier Group.

9.4 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.

9.5 Purchaser shall have the right to retain / withhold out of any payment to be made to the Supplier an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

9.6 It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of the Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to Supplier as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and



liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

#### 10. ARBITRATION

10.1 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement 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 (Indian) Arbitration and Conciliation Act, 1996 (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 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) 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 [Local Jurisdiction in Goa / Local Jurisdiction Karnataka /Delhi].

(iii) The award made in pursuance thereof shall be final and binding on the parties

#### 11. APPLICABLE LAW AND JURISDICTION

11.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

11.2 The parties submit to the exclusive jurisdiction of the courts of be [Local Jurisdiction in Goa / Local Jurisdiction Karnataka /Delhi], India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

#### 12. SET OFF

12.1 Only the Company may at any time without notice to the Supplier set off any liability of the Supplier to the Company against any liability of Purchasing Group to the Supplier (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.

**13. CONFIDENTIALITY**

13.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.

13.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

13.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

13.4 All Confidential Information developed by Supplier Group as a result of performance of the Services or supply of Material shall be the property of Purchaser. All such Confidential Information shall be delivered to Purchaser within fifteen (15) days after completion of any applicable Purchase Order. Purchaser shall have the unrestricted right to use and disclose such information in any manner and for any purpose without payment of further compensation. Such Confidential Information is proprietary information of Purchaser and subject to the terms of this Clause 13.

13.5 Obligations towards all Confidential Information as mentioned above under this clause shall continue to remain valid for the Term and further period of five (5) years from the date of expiry of this Agreement.

13.6 No member of Supplier Group shall make use of the name or logo of Purchasing Group for publicity purposes, nor shall publish or permit to be published any information or photographs in connection with this Agreement or any Purchase Order without the prior written consent of Purchaser.

**14. MISCELLANEOUS PROVISIONS**

**14.1 Entire Agreement:** This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

**14.2 Severability:** If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

**14.3 Counterpart:** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

**14.4 Relationship:** This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement 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.

**14.5 Notices:** Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

**14.6 Non-Waiver/Exercise Of Right:** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

**14.7 Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns

**14.8 Assignment:** Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

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14.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

14.10 Validation: This Agreement shall come into effect when authorized representatives of both Company and Supplier execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

14.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

14.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

14.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

14.14 THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER INCLUDING ANY ORDER ACKNOWLEDGEMENT BY THE SUPPLIER AND THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN SHALL APPLY FOR ALL PURPOSES.

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APPENDIX III : STANDARD TERMS & CONDITION FOR SERVICE AGREEMENT

THIS PURCHASE ORDER / AGREEMENT is made on Purchase Order (PO) Date

BETWEEN

(1) Vedanta Limited (Formerly known as Sesa Sterlite Limited / Sesa Goa Limited) / Sesa Resources Limited / Sesa Mining Corporation Limited, a company incorporated in India currently having its registered office at Sesa Ghor, 20 EDC Complex, Patto,

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Panjim - Goa - 403001, (hereinafter referred to as the "Company", which expression, unless the context requires otherwise, shall include its successors and permitted assignees); and

(2) Vendor (hereinafter referred to as the "Service Provider", which expression, unless the context requires otherwise, shall include its successors and permitted assignees).

RECITALS:

WHEREAS the Company requires the Service Provider to provide certain services and the Service Provider is engaged in the business of providing such services and has agreed to perform the Services for the Company on the terms and conditions set out in this Contract.

NOW THEREFORE IT IS HEREBY AGREED as follows:

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

2. The Contract shall comprise the following documents:

Annexure C: Standard Terms and Conditions

(all hereinafter the "Agreement").

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

4. The effective date of this Agreement shall be as specified in the Purchase Order (hereinafter the "Effective Date") and this Agreement shall be valid for a period as specified in the Purchase Order ("Term").

ANNEXURE C

STANDARD TERMS AND CONDITIONS FOR SERVICE AGREEMENT

**1. DEFINITIONS**

1.1 In the Agreement, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

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

"Agreement" shall mean the Agreement between the Company and the Service Provider to which this Schedule is attached.

"Purchase Order" shall mean the document recording the specific Services to be carried out under this Agreement, from time to time.

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

1.2 Unless otherwise stated, any and all references in the Agreement to Clauses are references to the Clauses of the Agreement.

1.3 The headings in the Agreement are used for convenience only and shall not govern or affect the interpretation of the Agreement.

1.4 Words denoting the singular shall include the plural and vice versa, where the context requires.

1.5 Except as expressly identified, any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

1.6 Unless expressly stated otherwise, all references to days, weeks, months and years shall mean calendar days, weeks, months and years.

**2. SCOPE OF CONTRACT**

2.1. The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company in accordance with Clause 10 below (Standard Terms and Conditions).

2.2. Subject to the provisions of this Agreement, the Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform the Services at such locations and for such periods as may be agreed with the Company.

2.3. From time to time, the Company may issue a Purchase Order to the Service Provider. In such case, the terms and conditions of this Agreement shall apply to each such

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Purchase Order as if repeated in total.

2.4. The Service Provider shall commence the Services on the scheduled commencement date stated in the Purchase Order and shall continue such Services for the duration of the Purchase Order. Each Purchase Order is subject to agreement on a case by case basis.

3. SERVICES

3.1. The Service Provider shall perform the Services with all due skill, care and diligence in a safe, competent and timely manner and in accordance with the requirements of the Agreement and/or the relevant Purchase Order.

3.2. Except to the extent that it may be legally or physically impossible, the Service Provider shall comply with the Company's instructions and directions in all matters relating to the Services consistent with the provisions hereunder.

3.3. The Service Provider shall agree with the Company in the relevant Purchase Order from time to time as regards the personnel who will perform the Services and shall: only provide such personnel who possess appropriate experience, skills and qualifications necessary for the Services to be performed in accordance with this Agreement;

not remove or replace such personnel without the prior written consent of the Company (not to be unreasonably withheld); and

nominate a senior manager or director of the Service Provider to have overall responsibility for the provision of the Services in terms of the relevant Purchase Order, which person shall attend any meetings with the Company on reasonable prior notice.

3.4. The Company shall be entitled to request the Service Provider to replace any of its personnel providing the Services, where in the Company's reasonable opinion such person is incapable and or unsuitable for performing the Services required by this Agreement. The Service Provider shall promptly replace such person at no additional cost to the Company.

3.5. Without prejudice to any other rights of the Company under the Agreement or at law, if the Service Provider fails to perform the Services in accordance with the provisions of this Agreement, the Company may use alternative means to perform the Services and the Service Provider shall be liable for any additional cost incurred by the Company in using such alternate means.

4. FEES

4.1 The Company shall pay for the Services performed in accordance with the prices as per Attachment 2 to Schedule I and/or rates specified in the relevant Purchase Order.

4.2 In case of contingency assignments, the agreed fees for such onetime Services shall be payable on completion of the relevant assignment as per the Purchase Order.

5. SERVICE PROVIDER'S GENERAL OBLIGATIONS

5.1. The Service Provider shall, and the Service Provider shall ensure that its employees and representatives shall, in performing its obligations under this Agreement, comply in all respects with all relevant laws, statutes, regulations and

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orders for the time being in force.

5.2. Where any of the Service Provider's employees or representatives is present at any of the Company's premises for the purposes of this Agreement, the Service Provider shall at all times remain responsible for the conduct and safety of such employee or representative.

5.3. The Service Provider shall not, in performing its obligations under this Agreement, hold itself out or permit any person to hold it out as being authorised to bind the Company in any way and will not commit any act which might reasonably create the impression that it is so authorised.

5.4. The Service Provider shall ensure that it has in place and maintains in place for the duration of this Agreement sufficient insurance to comply with all applicable laws and to cover its potential liabilities under this Agreement and shall provide evidence of such insurances to the Company on request.

5.5. The Service Provider may not subcontract any of its obligations under this Agreement without the prior written consent of the Company. The Service Provider shall not be relieved from any of its obligations or liabilities under the Agreement by virtue of any subcontract and the Service Provider shall be responsible for all Services, acts, defaults or omissions of its subcontractors (and its or their employees and consultants) as though they were the services, acts, defaults or omissions of the Service Provider.

5.6. In performing the Services, the Service Provider shall:

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 better than imported goods with respect to the timing of delivery, quality, quantity required, price and other terms;

subject to Clause 5.5, employ Indian subcontractors 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 subcontractors who utilise Indian goods to the maximum extent possible, subject to the proviso in Clause 5.6 (a) above; and

subject to Clause 5.5, co-operate with and assist Indian companies as subcontractors to enable them to develop skills and technology to service the petroleum industry.

5.7. The Service Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Service Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Such audit right shall survive for a period of 2 (two) years following the expiry or termination of the Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

6. THIRD PARTY CLAIMS AND LIMITATION OF LIABILITY



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6.1. The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with:

(a) any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Service Provider of its obligations under this Agreement.

(b) any infringement (whether actual or alleged) of any patent or other intellectual property right arising out of or in connection with the performance of this Agreement by the Service Provider.

6.2. Notwithstanding anything to the contrary in this Agreement, in no event shall either Party be liable to the other, whether arising under Agreement, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

7. VARIATIONS

7.1. At any time during this Agreement, the Company may request the Service Provider to vary, amend or otherwise alter the Services (a "Variation Request").

7.2. Upon the receipt of a request from the Company pursuant to Clause 7.1, the Service Provider shall, within 7 days, notify the Company of the effect of the Variation Request on the Fees and/or other terms of the relevant Order.

7.3. If following receipt of the Service Provider's response pursuant to Clause 7.2, the Parties are in agreement on the Variation Request and the adjustments to be made to the relevant Purchase Order, the Parties shall execute a variation order (a "Variation Order") to reflect such agreement.

7.4. The Services shall not be varied, amended or otherwise altered and/or the Fees shall not be adjusted until such time as a Variation Order is executed by both Parties.

8. PAYMENT

8.1. In addition to any requirements set out in the relevant Purchase Order, each invoice shall:

be in duplicate; bear the Contract Number stated on the cover sheet to the Agreement;

state the name, e-mail address, mobile telephone number of the Company's Representative; and be accompanied by supporting evidence and itemised in accordance with the Company's requirements.

Specifically, the Service Provider shall submit the following information/documents to the Company:

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Copy of registration certificates under Indian tax/other laws including but not limited to Service Tax, Excise, import export code etc., as applicable.

Copy of PAN.

Invoices to the Company shall be sent to the address set out in the Agreement. Service Provider must ensure that all invoices for services performed or goods delivered are submitted to the Company within 90 days.

8.2. The Company shall make payment of a correct invoice within 45 days of receipt to the Service Provider's nominated bank account. Any invoice not complying with the provisions of this Agreement will be returned by the Company and the Service Provider shall submit a rectifying invoice.

8.3. The Company may dispute any amount on an invoice and withhold the disputed amount provided that:

the Company makes payment of any undisputed portion of the invoice and notifies the Service Provider of the disputed amount within 45 days of receipt of the relevant invoice;

if the dispute is resolved in favour of the Service Provider, the Company shall pay the disputed amount within fifteen (15) days of the date of the resolution of the dispute or forty-five (45) days of receipt of the invoice, whichever is later.

If the dispute is resolved in favour of the Company, the Service Provider shall forthwith issue a credit note for the disputed amount.

8.4. The Company shall be entitled to set-off / adjust / deduct from any invoice under this Agreement, any payment due from the Service Provider to the Company or any of its Affiliates.

## 9. TAXES

### 9.1. Definitions

For the purposes of this Clause 9: "Tax" or "Taxes" means taxes, levies, duties, fees, charges and contributions as amended from time to time and any interest or penalties thereon;

"Government Authority" or "Government Authorities" means any local or national government or authority of any country, competent to levy any Tax.

### 9.2. Person Responsible for payment of taxes

Except as may be expressly set out in this Agreement, the Service Provider shall

be responsible for:

the payment of all Taxes now or hereafter levied or imposed on the Service Provider or its subcontractors or on the personnel of the Service Provider or its subcontractors by any Government Authority in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its subcontractors (hereinafter referred to as "Personal Income tax");

the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the actual/assumed profits and gains made by the Service Provider or its subcontractors (hereinafter referred to as "Corporate Income tax");

the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the services, if any, provided to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Service tax");

the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the goods, if any, sold to the Company by the Service Provider or its subcontractors (hereinafter referred to as "Sales tax/VAT");

the payment of all Taxes now or hereafter levied or imposed by any Government Authority on the goods, if any, manufactured by the Service Provider or its subcontractors for sale to the Company (hereinafter referred to as "Excise Duty"); and the payment of any other Taxes now or hereafter levied or imposed by any Government Authority on the Service Provider or its subcontractors as a result of the performance of this Agreement.

#### 9.3. Withholding taxes and Withholding certificates

9.3.1. The Company shall, at the time of its payments due to the Service Provider, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Service Provider shall produce to the Company any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Service Provider to receive the payments under the Agreement for a prescribed period without deduction of any tax or deduction at a lower rate.

9.3.2. The Company shall provide the necessary withholding tax certificates to the Service Provider within the time stipulated by the relevant law to enable the Service Provider to file the same with the Government Authority as a proof of payment of such taxes.

#### 9.4. Person Responsible for filing of returns / information to Government Authorities

9.4.1 The Service Provider shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax, Service tax, Sales tax and Excise Duty) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

9.4.2 The Service Provider shall also ensure that its sub-Contractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

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9.4.3 The Company, with respect to the tax withheld from the Service Provider in accordance with Clause 9.3 (Withholding Tax and Withholding Tax Certificates), shall be responsible for filing the withholding tax returns with the relevant Government Authorities in accordance with applicable statutory requirements.

9.5. Company's rights, if treated as representative assessee by Government Authorities

In certain situations, a Government Authority may treat the Company as the representative assessee of the Service Provider and/or its subContractors and recover the Taxes due to the Government Authority by the Service Provider or its sub-contractors from the Company. In such situations, the Company shall have the following rights:

The Company shall be entitled to recover from the Service Provider, the Taxes paid on behalf of the Service Provider or its sub-contractors (together with any costs and expenses incurred by the Company in connection therewith) or to retain the same out of any amounts to be paid to the Service Provider or its sub-contractors that may be in its possession (whether due under this Agreement or otherwise) and shall pay only the balance, if any, to the Service Provider; and

If the Company is required to furnish any details or documents in such capacity, the Company shall request the details or documents to be furnished to it by the Service Provider and the Service Provider shall immediately furnish the same to the Company. If the Service Provider fails to comply with the foregoing, any penalty/interest levied on the Company for non-filing or late filing of details or documents in this regard shall be recoverable from the Service Provider.

9.6. Indemnity

The Service Provider shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any Taxes which may be levied or imposed on the Service Provider or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement.

9.7. Changes in Law

If, after the date of execution of this Agreement, there is any change in law which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Service Provider of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement) notify the other Party that such change in law has arisen; and

the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and the provisions of this Clause 9.7 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

#### 10. TERMINATION

10.1. The Company may, at any time and without cause, terminate all or part of this Agreement by giving no less than [30] days' prior written notice to the other Party.

10.2. In addition, the Company may terminate all or part of this Agreement with immediate effect by written notice to the Service Provider if one of the following circumstances occurs:

if the Service Provider breaches any provision of this Agreement, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction; or if the Service Provider becomes insolvent or bankrupt or makes a composition or arrangements with its creditors; or

if the Service Provider is wound up or a resolution for its winding up is made (other than for the purposes of an amalgamation or reconstruction whilst solvent); or if the Service Provider has a liquidator, provisional liquidator, receiver, administrator or an administrative receiver or manager of its business or undertaking appointed; or if the force majeure under Clause 14 continues for more than thirty (30) days.

10.3. In the event of cancellation/ termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in respect of such cancellation/ termination shall be to make payment of the Fees properly due under this Agreement up to the date of termination.

10.4. The expiry or termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of expiry or termination and shall not affect or prejudice any term of this Agreement that is expressly or by implication provided to come into effect on, or continue in force after, such expiry or termination.

#### 11. CONFIDENTIALITY

11.1 The Company and the Service Provider shall keep any information which either Party learns about or receives from the other pursuant to this Agreement 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 which the Company requires to disclose for the purpose of performing Services or which was in the possession of the disclosing party prior to this Agreement or which is required to be disclosed by any law, rule or regulation

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of any governmental agency or court order. The provisions of this Clause shall survive the expiry of termination of the Agreement for a period of 3 years.

11.2 The Service Provider shall not disclose such Information(s) to any potential Subcontractors until such time and in manner agreed by Company in writing. The decision of the Company will be final and binding on the Service Provider in this regard.

11.3 The Service Provider shall use best endeavours to prevent the authorised disclosure of the all information hereunder. Where any information is required to be disclosed under Clause 11.1, the Service Provider shall give prompt notice to the Company and shall use its best commercial endeavours to limit the extent of any such disclosure.

12. NOTICES

12.1. Any notice or other communication required or given under this Agreement shall be delivered in writing either by hand or by courier, registered mail with acknowledgment due, or fax to the address of the relevant Party set out in the Agreement (or such other address as may be notified by the relevant Party from time to time).

12.2. If a notice is delivered by hand or courier during normal business hours of the intended recipient it shall be deemed to have been received at the time of delivery otherwise on the next business day of the recipient. A notice sent by facsimile shall be deemed to have been received at the time when the sender's facsimile machine acknowledges transmission provided however that if the time of acknowledgement of transmission is after 5.00pm on a business day of the recipient it shall be deemed to have been received on the next business day of the recipient.

12.3. All notices or other communications between the Parties shall be in the English language.

13. GENERAL LEGAL PROVISIONS

13.1. The Company shall be entitled to assign this Agreement to an affiliate/subsidiary or on giving written notice to the Service Provider. Save as aforesaid, the Service Provider shall not be entitled to assign this Agreement or any part or any benefit or interest in or under it without the prior written approval of the Company which the Company may at its sole discretion accept or refuse.

13.2. This Agreement shall not be amended or modified except by mutual agreement in writing between the Parties.

13.3. This Agreement and the all Schedules and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of this Agreement, and supersedes any previous understandings, commitments, agreements or representations in respect of the subject matter. No terms or conditions endorsed upon, delivered or contained in Service Provider's quotation, acknowledgement or acceptance of the Agreement, specification or similar document will form part of the Agreement and Service Provider waives any right it otherwise might have to rely on such terms and conditions. No variation to any terms or conditions of this Agreement shall be valid unless expressly agreed in writing by both parties.

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13.4. No delay or failure on the part of either Party to enforce from time to time all or any part of the terms and conditions of this Agreement shall be interpreted as a waiver of such terms and conditions.

13.5. Nothing in this Agreement shall, or shall be deemed to, create an agency, a partnership or a relationship of employer and employee between the Parties. For the avoidance of doubt, nothing in this Agreement shall prevent or restrict the Company from entering into parallel Agreements with other parties for services similar or related to the Services.

13.6. Unless otherwise specifically stated, both the Company and the Service Provider shall retain all rights and remedies, both under the Agreement and at law, which either may have against the other.

13.7. Each Party represents and warrants to the other that (i) it has been duly registered and organised and is a validly existing legal entity under the laws of the jurisdiction of its incorporation and that it has full power, authority and capacity to enter into and to carry out its obligations under the Agreement and (ii) by performing the Services it will not be in breach of any other Agreement, agreement, license or permit or in violation of any law and (iii) it shall at all times act in accordance with applicable laws and regulations.

13.8. The Service Provider shall comply with all safety instructions of the Company consistent with the provisions of the Agreement including, without limitation, the safety instructions of any of the Company's other Service Providers. Such instructions shall, if the Service Provider so requires, be confirmed in writing by the Company's Representative, so far as practicable.

13.9. The Service Provider shall not be entitled, without the written consent of Company, to make any news release or public announcement concerning the subject matter of the Agreement or to refer to the Company, use its name or logo, in print or electronic forms for marketing or reference purposes.

13.10. If any provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

13.11. The provisions of this Agreement are solely for the benefit of the Parties. No other person are intended to have, nor will have, any rights whatsoever, under this Agreement, whether for injury, loss or damage to person(s) or property or for economic loss.

13.12. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will constitute one and the same instrument.

14. FORCE MAJEURE

14.1. Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence

such as any (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 14 and which is beyond the reasonable commercial control and without the fault or negligence of the party affected and which, by the exercise of reasonable diligence, the said party is unable to provide against.

14.2. In the event of a force majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without delay giving the full particulars thereof and shall use reasonable endeavours to remedy the situation without delay.

14.3. Save as otherwise expressly provided in the Agreement, no payments of whatever nature shall be made in respect of a force majeure occurrence.

14.4. Following notification of a force majeure occurrence in accordance with Clause 14.2. the Parties shall meet without delay with a view to agreeing a mutually acceptable course of action to minimise any effects of such occurrence.

#### 15. BUSINESS ETHICS

15.1. The Service Provider 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.

15.2. The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Service Provider undertakes that in the event of use of any corrupt practices by the Service Provider, the Company shall be entitled to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.

15.3. If at any time during execution or performance of this Agreement the Service Provider 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 Service Provider must report the same immediately at [sgl.whistleblower@vedanta.co.in](mailto:sgl.whistleblower@vedanta.co.in).

15.3. The Service Provider agrees to comply with the provisions of the Company's Code of Conduct including the Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

15.4. (a) The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including the Modern Slavery Act and in case of breach thereof, the same shall be treated



as a breach of this Agreement.

(b) The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 15.4(a).

15.5. The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

15.6. Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith in case, it is found that the Service Provider has failed to comply with AB&C requirements.

15.7. The Service Provider may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head - Management Assurance,  
Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:  
sgl.whistleblower@vedanta.co.in

## 16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of [Local Jurisdiction in Goa / Local Jurisdiction Karnataka /Delhi], India.

16.2. Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this

Agreement 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 (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 Five Million 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.

17. STATUTORY REGULATIONS/LABOUR LAW & USE OF SAFETY PPE's etc:

a. The contractor will be required to observe all the statutory Rules & Regulations as applicable to such type of jobs strictly. If any amount becomes payable by SESA GOA IRON ORE as a result of any violation/non-compliance of term of any statutory Act, rules & regulations, the same shall be recovered from the contractor's bills and/or security deposit and/or otherwise or from any other sum due or owing to the contractors.

b. The contractor shall employ and pay his staff in accordance with all statutory regulations as may be applicable to such employment in Owner's premises.

c. The contractor shall confirm to all the Labour Laws governing the workmen engaged by directly or through a sub-contractor and implement the provision of Factories Act/ Mining act (as the case may be), P.F. Act, Bonus Act, Gratuity Act, Minimum Wages Act, Payment of Wages Act, Workmen Compensation Act, Contract Benefit Act, Contractor Labour Regulation & Abolition Act, Motor Vehicle Act and all other Acts applicable. Rules and regulations framed there under and also provisions of any other acts as may be applicable to the Owner's premises or his workmen.

d. Contractor will provide canteen facility as applicable to his workmen/labours. Contractor shall avail the Canteen facility available in the premises for their workmen/labours and proportionate subsidy will be borne by the contractor.

e. The Contract will engage only those workers to execute the contract awarded who are medically fit to execute the work.

f. The Contractor shall submit Form 30, certified by a govt. doctor/dispensary proving the Medical Fitness of all his workers engaged for the contract, at the time of getting the Gate Passes for them.

g. The Contractor shall ensure that all his workers engaged under the contract shall undergo the PME as scheduled by SESA GOA IRON ORE.

h. The contractor shall cover all the workers engaged by him against the risk arising out of any accident/injury during and in the course of employment in accordance with provisions of Workmen Compensation Act, 1923, and he shall only commence the work on production of documentary evidence in support of the above.

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- i. The contractor shall supply an identity card to each of the worker engaged by him.
- j. The contractor shall notify to the Owner regarding rate of wages paid by him to the workers prior to the commencement of the work. The same along with the working hours, weekly holidays should also be displayed in the local language known to the workers at the place of work in legible condition.
- k. The contractor shall ensure the age of workmen and the contractor shall not engage any child Labour in any work. Contractor shall ensure not to employ child labour i.e. less than 18 years of age.
- l. The contractor shall take all necessary steps and precautions to ensure that his workers and employees posted for the work under the terms of the contract, shall work within the Factories Act or Mining Act (as the case may be & applicable) and all other acts and rules and regulations framed there under and shall also maintain necessary records and responsible to the company's engineers/officials in this regard.
- m. The contractor shall intimate the report of accident, if any occurring in the course of scope of employment within one hour from the occurrence of accident to reporting officer In- Charge. .
- n. The contractor shall maintain and produce relevant record as per the provisions of the aforesaid act, rules and instructions, on demand from statutory authorities or from the authorized concerning officers of the company and any failure on the part of the contractor in this regard will be deemed as violation of the contract and shall also file returns/reports to concerned statutory authorities.
- o. Contractor will provide helmet, safety shoes, other safety PPE's and apparatus as required of approved quality by owner's safety dept to the workers deployed by him for this work. The contractor shall comply with all Safety Rules and Regulations laid down under the Factories Act, 1948 and Rajasthan Factories Act 1951. The violation of the same will not be allowed and non compliance will attract penalty fixed by the department concerned and/ or failure on the part of the contractor in this regard, will be deemed as violation of contract. Management reserves the right to cancel work order under such circumstances.
- p. If any amount becomes payable by the owner as a result of any claim or applicability of the provisions of the said acts and any other legislation and rules/regulations there under, such amount shall be recovered from the Contractor by Owner.
- q. Persons engaged by the contractor in connection with the performance of the contract, shall be employees of the contractor and if any claim shall be lodged against the Owner in respect of non-payment of wages etc. of any description, due from the contractor in the discharge of his duties to his employees, such amount will be recovered from the contractor.
- r. In all the workmen compensation insurance policies, the "Principal's Interest Protected" should be covered specifically as a clause in the policies issued.
- s. The eligible contractor will have own code for PF & ESIC to complete all the formalities required under P.F. and E.S.I. rules before taking up the job. After completing these formalities only, the work will commence.

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t. In case of failure on the part of the contractor to make the payment to its labor/ to pay dues like PF, ESI, EDLI, Final settlement etc. in time, SESA GOA IRON ORE shall be at liberty to make payment of the same and besides the amount involved, administrative charges for the time spend in working out and making payment of the liabilities at actual plus penalty and interest at the sole discretion of the management shall be levied and deducted from any pending bills or from the any other amount payable to the contractor.

u. The contractor shall employ in and about the execution of the work only such persons as are skilled and experienced in their respective trades and the officer in charge/ Reporting officer shall be at liberty to object to and require the contractor to remove from works any person employed by the contractor in or about the execution of the works who, in the opinion of the reporting officer, misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the works without permission of the reporting officer.

v. The contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to owner and to the general public.

w. The female workers shall not be allowed to work in the vicinity of moving machinery in the plant area.

x. The Contractor shall employ such labour on the works of the Principal Employer who have educational qualifications, age, experience and medical standards as per mutually agreed specifications. The Contractor shall employ required number of competent and qualified Supervisors to "supervise and control" his workmen, to take attendance of labour, to disburse payment of wages and to do such things as are necessary to maintain discipline among workers. The Contractor shall have the sole discretion to decide on engaging, rewarding or terminating the services of his workmen.

y. CONTRACT LABOUR EMPLOYED IN THE FACTORY PREMISES: The Contractor shall observe all provisions of the Factories Act, including in respect of Working hours, Holidays~' Rest intervals, Spread over, Leave and Over-time to his Contract Labour. All payments, as due and admissible under the law in this respect shall be his sole responsibility.

z. WOMEN CONTRACT LABOUR: In case of necessity & specific permission from owner, Contractor employing women as contract labour, he shall discharge his obligations under the law in respect of such women workers such as:

- " Equal wages for equal work.
- " Prohibition of engaging them during night hours.
- " Prohibition of employing them for more than 9 hours per day.
- " Provision of Crèche facilities.
- " Grant of Maternity Benefits admissible as per law.

aa. INTER-STATE MIGRANT WORKMEN: The Contractor shall not employ any Inter-State Migrant Workmen as defined in the Inter-State Migrant Workmen Act in the establishment without due information to the Principal Employer. He shall furnish immediately all details in respect of such labour.

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18. SAFETY:

a. The Contractor shall follow in letter and spirit the SESA GOA IRON ORE's safety policy, if not available contractor shall collect the same and this shall not be an excuse for violation) and shall ensure that safety measures as recommended and stipulated in the Policy are adhered to and shall take all safety pre-cautions while work is under progress and also ensure that the labour do not indulge in any unsafe and hazardous practice.

b. Contractor shall ensure that PPE such as safety Helmet, Gloves, Safety shoes, Full body harness, safety net, fall arrester and any other PPE as may be required for safe execution of job are provided to the workers engaged and the same are strictly used during execution of the job. In case any worker is found violating this condition and moving in the plant without mandatory PPE's or carrying out the work without personnel protective equipments as listed in work order SESA GOA IRON ORE reserves the right to cancel the Gate passes/Blacklisting of the worker involved.

c. Contractor shall ensure that safe working conditions are maintained. All PPEs provided by the Contractor to his workers should be ISI marked. Specifications and Make should be approved by SESA GOA IRON ORE. Any safety appliances, if needs to be issued to contractor, shall be issued on chargeable basis and the amount shall be deducted from the contractor's bills.

d. Party shall submit and get approved safety measures to be taken for height jobs.

e. The work should be started only after obtaining Work Safety Permits from the concerned Engineer-in-charge before commencing the job & executed under strict safety precautions and supervision of authorised and experienced supervisors. Dedicated supervisor has to be deputed at each work site. Supervisors experience credentials are to be submitted and only authorised supervisors should take the work permit.

f. Only duly tested tools, tackles & appliances as per statutes in force shall be used & a copy of their certificate shall be submitted to our Safety Department. The contractor will make the arrangement of his work in such a manner so that it does not become obstruction to any other activity, which is going on around it. Any injuries to human beings / property damage on account of negligence will be at the cost of Contractor.

g. The Contractor will be responsible of reporting all minor/major accidents/near misses/unsafe conditions to the HOD, Safety Department and HR at the earliest. In case of Accident minor/major the injured should be taken to the plant dispensary immediately.

h. The contractor shall observe safety rules as laid down under the Factory Act, 1948 and Rajasthan Factories act 1951 or any other state/central law/regulation. The owner has the right to object to unsafe practice as followed by the contractor and direct him to carry out the job in a manner as considered safe. The contractor

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shall be solely responsible for the consequence/penalties arising out of non-compliance or violation of safety rules/regulations.

i. In case of any reportable accident involving Contractor or his workman and if the investigation proves that accident has taken place due to violation of any safety norms or due to unsafe action performed by staff during execution of job, SESA GOA IRON ORE LIMITED- SESA GOA IRON ORE reserves the right to impose a penalty up to 2.5% of the Contract value, subject to a minimum of Rs.5000/- .Further SESA GOA IRON ORE reserves the right to terminate the contract and get the job executed through another contractor at your risk and cost.

j. All Hydra Cranes working in the premises should be equipped with following mountings: -

- " Wheel guard must be provided on all tyres of the hydras.
- " To have clear vision of hydra operator on operation, only Front Cabin type ( Escort - TRX series or equivalent) of desired capacity need to be deployed.
- " Beacons with audible sound should be fitted on all hydras so that the passerby can be kept alerted while hydra is moving.

19. INSURANCE

a. The Contractor shall be solely responsible for all equipment and materials installed/used by it for execution work covered in the Contract, and will obtain a comprehensive liability insurance cover at its own cost.

b. In case of any damage, loss, pilferage of equipment and materials, the Contractor shall arrange prompt replacement.

c. All claims in the insurance policy shall be lodged and pursued by the Contractor solely and the Owner shall have no liability in this regard.

d. Before commencement of the work, the Contractor shall ensure that all its employees and representatives are covered by suitable comprehensive insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract as to cover all risks including but not limited to " Workmen Compensation Insurance Act & Rules made there under and with endorsement of PRINCIPAL'S INTEREST PROTECTED" clause. This insurance coverage shall continue during the entire period of Contract. At the request of the Owner, the Contractor shall furnish to the Owner the relevant policy and premium receipt in respect of the said insurance.

e. The risk, cost and consequence of the Contractor's failure to arrange for insurance coverage as specified above shall to be solely to Contractor's cost and account and Owner shall have no liability whatsoever thereof.

20. MINIMUM WAGES

The contractor shall comply with the provisions of minimum wage payment to his workmen/ manpower employed as applicable to such category.

21. ENTRY IN PREMISES & PAYMENT OF CONTRACT LABOUR

a. The Contractor shall be an independent Contractor under these presents. Any and all workmen and laborers hired for providing services under this Contract shall remain

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solely on the roll of the Contractor and shall not at any time claim employment with the Owner. The Contractor shall be responsible for compliance of all relevant Labour and industrial laws, rules and regulations. Contractor shall ensure that all the workmen deployed are of good conduct and morale. Contractor shall arrange to obtain necessary gate passes from HR Deptt., on application duly completed in all respects. Contractor shall make wage payment subject to minimum wages as stipulated on monthly basis to its Labour/workmen on the 7th date of following month in presence of representative of HR dept. and obtain No-Objection certificate for submission along with bills to Reporting Officer for processing of payment.

b. Contractor shall not employ any other contractor's employee at owner's site without having an appropriate NOC from the respective contractor & notifying to Reporting Officer. The Contractor shall have necessary Police verification of the labour being employed or engaged by him.

22. CONTRACTOR'S OFFICE AT SITE:

a. The contractor shall provide and maintain an office near to Site for the accommodation of his personnel and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. He has to intimate address and telephone/ Fax No. to reporting officer in writing. Contractor's representative shall remain in close contract with the office of reporting officer for day to day operation/ execution of the work as per contract.

b. Vacating the Owners Premises: The Contractor shall vacate the Owners premises and remove all his equipment, material etc. within 7 days of notice by the Owner under the following circumstances: -

- " Expiry of Contractual period and
- " Termination of contract as per provisions of contract.

In case of Contractor's failure to vacate the premises within 7 days of notice as specified in Article above, the Owner reserves the right to dismantle or get it dismantled his site facilities and remove all equipment, material etc. and recover the expenses incurred thereon.

c. Site Clearance:

" Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

" Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish, temporary facilities and debris of any kind from the Site and dispose it at the designated area with proper levelling and dressing and shall leave the Site and

Facilities clean and safe.

#### 23. SUB CONTRACT

a. The Contractor shall not engage any sub-contractor without the specific permission in writing from the Principal Employer.

b. Where so permitted, he shall furnish an Indemnity Bond to the Principal Employer indemnifying the Principal Employer from any action of his sub- contractors involving breach of any legal practices and company procedures.

c. Contractor shall not be relieved from any obligation under this contract by entering into any subcontract and Contractor shall be responsible for the acts, defaults and neglects of any Sub-contractor, its employees, agents, representatives, servants, or workmen as fully as if they were the acts, defaults or neglects of Contractor, its employees, agents, representatives, servants or workmen.

d. Transfer, Assignment and Sub Letting: The contractor shall not sub-let, transfer or assign this contract or any part thereof (or any benefit or interest therein and there under) without written consent of SESA GOA IRON ORE. But such consent of SESA GOA IRON ORE, if given, shall not relieve the contractor from any liability or obligation under this contract and the contractor shall be responsible for all acts, defaults and neglects of the subcontractor, his agents and employees fully as if these are the contractor's own acts.

#### 24. PENALTY FOR COMPLIANCE VIOLATION

The Service Provider shall ensure that the Service Provider and its employees/representatives/agents, in performing their obligations under this Agreement, comply in all respects with all relevant laws, statutes, regulations and orders for the time being in force.

In the event the Service Provider fails and/or defaults to comply with the statutory provisions, within the stipulated period, with respect to, but not limited to, payment of wages to the workmen, contributing towards the PF and ESI, filing of returns, etc. and/or if the Service Provider fails and/or defaults to comply with the statutory provisions with respect to, but not limited to, working hours, overtime, etc., the same shall amount to a breach of this Agreement and the Company shall at its sole discretion and after giving notice to the Service Provider forfeit the following amounts (with an objective to ensure no non-compliance of the statutory provisions) from the monthly invoice value of the Service Provider, in the following manner:

- i. If the Service Provider has 100 or more than 100 workmen: Rs. 50,000/- or 5% of the monthly invoice value (whichever is lower);
- ii. If the Service Provider has 50 or more than 50 workmen: Rs. 25,000/- or 5% of the monthly invoice value (whichever is lower);
- iii. If the Service Provider has less than 50 workmen: Rs. 10,000/- or 5% of the monthly invoice value (whichever is lower).



The said amounts recoverable from the Service Provider in terms of this clause shall be applicable independently for each instance of failure and/or default and the repetitive occurrences of such failure and/or default shall entitle the Company to terminate this Agreement at its sole discretion, without giving any notice to the Service Provider.

Provided that if the Company is held liable for such non-compliance of the Service provider by any statutory authority and the amount of fine, penalty, etc. imposed on the Company by the said statutory authority is more than the amount recovered or recoverable from the Service Provider under this clause, then the Company shall also have the right to recover such excess amount of the fine, penalty, etc. from the Service Provider.

## 25. VEDANTA SUSTAINABILITY CLAUSES

### 1) Health, Safety and Environment (HSE) Systems

**Designation of Supervisor:** The Contractor shall specify one of its employees as the Site HSE Supervisor who shall be responsible for attending HSE matters at all levels at the site of work, including emergency response.

**Attendance of contractor:** The contractor shall ensure that its site HSE supervisor is present at the place of work and performs supervisory functions at all times whenever four or more workers of the contractor or its sub-contractors are present at the place of work.

**Statutory Compliance:** Contractor shall identify, document and comply with all pertinent Health, Safety and Environment (HSE) laws and regulations, approvals, licenses and permits which are applicable to the services and conduct of activities.

Contractor shall conduct internal inspections and record to ensure full implementation of requirements and compliance with the system at the site. Contractor shall provide documentary evidence that it has complied with the system, on company's demand.

**Contractor Site Management Plan:** The contractor should comply to plan submitted by him in his bid document on how to manage and improve the work site.

### 2) Hazard and Risk Assessment

**Pre and Post Job Safety Assessments:** Contractor is responsible and accountable for ensuring effective procedures and assessment systems are in place to meet all HSE conditions.

Prior to the commencement of any operation / activity, Contractor must undertake a

hazard and risk assessment, such as a job safety analysis or job risk analysis including control and mitigation process. The risk assessment should cover the following aspects of workplace:

- " General Safety and Environmental Management Procedures
- " Waste Disposal
- " Equipment Decommissioning
- " Water Discharges
- " Material Storage / Spills
- " Storm Water Management
- " Use of Asbestos, Lead, CFCs and other objectionable chemicals.
- " Hot working, gas welding , etc
- " All electrical works
- " Work at heights including scaffolding
- " Demolition
- " Construction work of any kind
- " Transport management
- " Tank cleaning or testing
- " Confined space, etc

3) Awareness, Competency and Behavior

" Awareness: Before commencement of any Services, Contractor shall at its own expense ensure that Contractor's Personnel have been given the necessary HSE training including training in hazard identification, risk analysis, safe working behavior etc. The HSE training shall include a briefing explaining the nature of the part of the Services they will be performing, a job safety analysis and description of the hazards, which may be encountered during the performance of the particular tasks, which they are required to perform. During such training, Contractor shall emphasize the fact that each person has an obligation to stop an act or task if it is unsafe.

" Contractor shall ensure that Contractor's Personnel attend refresher courses to maintain familiarity with current procedures. Contractor shall provide evidence of completion of all training and competency assessments upon request by Company.

" All Contractors' Personnel arriving on the site shall attend the Contractor's or Company's HSE inductions including a review of the site's safety procedures including Permit to Work and evacuation.

" Contractor shall ensure safety meeting schedule, including but not limited to pre shift safety meetings, safety toolbox meeting, safety committee meetings and management review meetings.

" Competency: The contractor shall ensure that all of its supervisory personnel

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performing work possess any specific competencies or qualifications, experience, responsibility and authorities required by applicable occupational health and safety laws, and shall provide proof of same satisfactory to company upon request.

" Behavior: The contractor should provide adequate guidance so that contractor's personnel works to reduce workplace incidents and improve safe performance at all times. The contractor shall ensure that his staff conducts in a fit and proper manner whilst on site. Failure to do this may result in the removal or exclusion of such persons from the site.

4) Change Management:

If there is a change in site supervisor and contractor management personnel, it shall be notified to designated contractor manager as a part of Management of Change (MOC) process. This also includes reassess hazards and risk where the changes occur to the work scope, plant and equipment and the working environments.

5) Incident Reporting

" Reporting: Any accident, injury, near misses, fire, explosion, spill of chemicals, environment degradation etc involving Company or Contractor's personnel, property or any third party property shall be reported immediately to Company, irrespective of whether injury to a person or damage to property or equipment resulted.

" Access to site: If Company exercises its right to conduct its own investigation; Contractor shall provide Company with all reasonable assistance to allow & to complete its investigation.

" Learnings: Contractor shall implement the learnings from incident to prevent a recurrence. Contractor must share lessons learned with Contractor's Personnel.

6) Safety Interaction

The contractor must conduct regular safety interactions of its Personnel in accordance with the Company's safety interaction process. The number and frequency of safety interactions to be performed will be at the discretion of the Company Representative. Quality assessments of the safety interactions will be undertaken by the Company's HSE Personnel.

The Service Provider must conduct investigations into incidents, accidents and injuries by its Personnel or involving its equipment and property in accordance with the Company's incident investigation process. Action items must be created to prevent recurrence and be closed out before due dates.

7) Emergency Drills

Contractor shall participate in emergency response drills to test the effectiveness of its emergency procedures and equipments and the knowledge and proficiency of Contractor's Personnel.

Contractor will provide with their emergency response plan (ERP) which must be adoptable to suit the site.

8) Cardinal Rule\*

Contractor shall ensure that all Contractors' Personnel follow the six safety Cardinal Rules. The rules are:

- Mandatory and Job Specific PPEs must be used
- No person shall enter the plant / mines under the influence of alcohol or drugs of abuse
- Always fasten seat-belt while travelling
- Do not over-ride and interfere with any safety features / devices
- Follow permit to work system
- Immediately report all incidents to management

On violation of Cardinal Rules, yellow card will be issued to the concerned personnel and disciplinary action will be taken which may result in suspension of personnel also.

\* (Cardinal Rules may vary from company to company or from Division to Division or updated from time to time, applicable rules should be followed)

9) Personal Protective Equipment

Contractor shall, at its own expense, supply Contractor's Personnel, where required, in connection with the safe performance of the Services, with adequate protective clothing and other protective equipment including first aid which shall be maintained in good condition or replaced, and shall be worn at all times where required to manage potential injury hazards associated with a work activity under this Contract.

Contractor shall ensure that his personnel have been trained in the correct use and application of PPE. All such training shall be documented and available to company on request.

10) Equipment, Tools, Tackles and Resources

Contractor shall ensure that all plant, tools and equipment used by Contractor's Personnel in the performance of the Services are suitable for use for the particular task or tasks for which they are to be used, are maintained in safe and operable

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condition and that users of the plant, tools and equipment are trained, experienced and where necessary, licensed and certified to operate them.

Contractor shall maintain a register of all lifting equipment and tackle. Contractor shall, upon request, provide certification of inspection within the previous twelve months for all cranes and lifting slings and tackle before the equipment is used for the Work, and/or shall carry out such tests and inspections as are requested by applicable regulatory authorities. Safe Working Load (SWL) and radius charts shall be available for all lifting equipment and shall be marked on the equipment. Contractor shall ensure pre-inspection of lifting tools tackles including wire rope slings, clamps, shackles, hooks etc. before taking up the job. Company reserves the right to require, Contractor to inspect any lifting gear that does not meet the requirements stated above. All equipment shall be stored and operated in accordance with the manufacturer's specification and guidelines.

Contractor shall maintain up to date copies of all tests and maintenance certificates relating to cranes, lifting beams pulley blocks and lifting gear, and shall make them available to the Company upon demand.

All tools & tackles required for the execution of the job shall be arranged by contractor. Also a periodic audit would be undertaken to assess the condition of such tools and tackles.

While using their equipment and carrying out any job, if any equipment / installation belonging to company or any other agency at site is damaged by contractor, it will be made good at the risk and cost of contractor.

Detailed risk assessments shall be conducted for all equipment to identify all foreseeable hazards and determine the most appropriate controls to mitigate the risks associated in using in accordance with HSE laws and regulation.

Vehicles operating in company premises shall observe all parking and speed restrictions, road signs and traffic rules as per company policy.

11) Material Safety Data Sheets

The contractor shall maintain, at the job site, Material Safety Data Sheets for all hazardous materials and products taken onto the job site.

Products are stored in appropriate containers clearly labeled prior to sending to site, all hazard substances are risk assessed to determine their safety requirements and suitability for use.

2 12) Safety Policy & Work Permit

## I). Safety Policy

Vedanta group of companies and it's Contractors share the responsibility for attempting to ensure that no person/people are harmed as a result of construction, fabrication, erection, maintenance or related activities. As a consequence, Vedanta group requires that contractors operate safely and in accordance with the appropriate legislation and Vedanta group Environmental Health and Safety guidelines as documented in safety manual. Contractor shall obtain copy of Company's Safety Manual from Company's Authorised Representative/ Engineer, before starting the work.

## II). Safety Work Permit

The Contractor shall obtain necessary safety work permit(s) from the Company's Authorized Representative/ Engineer, before starting the work. All such safety permits once issued to the Contractor shall be available at the work site for inspection, as and when required. Format for safety work permit is available with the Company's Authorized Representative

## III). Safety Requirements

a. The Contractor shall ensure that all work undertaken by the Contractor conforms to the requirements of all existing statutory laws and regulations in matters of health, safety and environmental protection

b. The Contractor shall ensure that all work undertaken by the Contractor conforms to the requirements of all existing statutory laws and regulations in matters of health, safety and environmental protection

c. The Contractor shall carry out regular safety inspection of all the equipment, tools and temporary works used by him at Site as well as of the work site and satisfy himself that all safety measures are being properly maintained. He shall also arrange to carry out load tests on erection equipment and tools from time to time through authorized agencies and maintain records of the test results.

d. The Contractor shall promptly notify the Company's concerned Authorised Representative of any accident, which occurs at the Site, major or minor, whether or not affecting person & property; which resulted or could have resulted in an injury or damage to the property, and shall actively assist the Company in resulting investigations, if any

e. The Contractor shall intimate to the Company's Authorised Representative before commencing work, the name of a 'key person' from his organization who shall (a) be fully responsible for safety of persons and (b) ensure safe practices during the execution of the Contract.

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f. The Contractor shall ensure that at least one of his Safety Manager is always present at the work site during execution of works. This Safety Manager will take full responsibility for safe work practices including good housekeeping. In case of any violation of safety procedures or any unsafe acts are performed by the Contractors personnel, Company reserves right to penalise the Contractor and also demand replacement of the Safety Manager.

g. Contractor shall follow the site Permit to Work (PTW) system for carrying out hazardous activities that includes following (but not limited to) activities. The contractor shall not perform any of such activities without first obtaining and displaying the applicable work permit at the project site:

- I). Hot work
- II). Confined space entry
- III). Working at height
- IV). Breaking into piping
- V). Lockout / Tagout / isolation etc.
- a. Excavation or drilling into the ground or a concrete building slab using powered equipment
- I). Hazardous substance handling, etc.
- II). Excavation / trenching
- III). Chemical management MSDS's
- IV). Any government related permit

13) Health and Fitness

Each contract employee shall undergo a pre-employment medical check and periodical medical examination (PME) as per the company guidelines by a company approved doctor/ medical personnel and cleared for the type of work he/ she will undertake, prior to the commencement of work.

Contractor shall ensure that all Contractors? Personnel are able to perform the essential functions of their respective assignments and shall certify the same to Company if so requested by Company or if required by law. Contractor's medical assessment process shall equal or exceed the requirements of Company's medical assessment procedure.

Contractor shall ensure health assessment, monitoring and management of contract personnel exposure to noise, dust and other physical hazards that have the potential to be harmful to health.

14) Disease

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Contractor shall ensure that any of Contractor's Personnel who exhibit any symptoms of any severe infectious disease that is communicable by air or surface contact immediately make appropriate arrangements to be medically assessed and removed from the Site until they have received medical clearance and can provide proof of such clearance.

15) Hygiene and Housekeeping

Contractor shall ensure that Contractor's Personnel maintain high standards of hygiene and housekeeping on the Site. Contractor shall conduct routine hygiene and housekeeping inspections on the site to ensure that standards are maintained.

Contractor shall collect and segregate scraps generated by their activities or services by creating separate bins and finally deposit or utilize as per the directions of COMPANY.

16) Environment Protection

Contractor shall ensure proper collection and storage of used oil and waste oil generated at site. The used oil and waste oil collected so shall be disposed off in compliance to law. Any oil / grease soaked cotton waste would be collected from site of work and suitably disposed as per the guidelines.

Contractor shall use appropriate Personnel protective equipments and follow requisite procedure for handling, transportation and storage of Hazardous wastes inside the plant including disposal sites owned by company.

Contractor shall be solely responsible for damage caused to the surrounding / environment during transit.

Contractor shall ensure optimum use of water, energy and other resources while providing services and also work for loss prevention in the form of leakages, spills, overflows, wastages etc

Contractor shall be solely responsible for the legal actions that may be initiated consequent to environmental hazards as aforesaid.

Contractor would ensure that spillages, leakages and overflows etc are attended immediately on notice or on intimation.

17) Smoking

Contractor's Personnel shall not smoke at the work site except within designated smoking areas.



## 18) Contractor Accommodation

Where the Contractor's Personnel provides accommodation for contract workers, the accommodation shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of workers. In particular, the provision of accommodation shall meet national legislation and shall have the minimum following:

- " Provision of sanitary, laundry and cooking facilities and potable water
- " Safe location w.r.t health, hygiene and fire risks.
- " Provision of first aid, medical facilities and proper ventilation.
- " Building material shall be suitably inflammable, have smoke and fire alarms fitted and include other safety checks to prevent fire.

## 19) Clearance of Site

On a continuous basis consistent with Good Industry Practice during the progress of the Works the Contractor shall clear away and remove pursuant to the directions of the Owner from the Site all scrap, debris, other waste materials. The Contractor shall, leave on the Site for the Owner such temporary works as instructed by the Owner, free of charge.

The Contractor shall at all times and particularly after completion of the Works, keep the Site and the Facility in a clean, safe and workman like condition and shall dispose of all rubbish (other than hazardous materials or other materials which may contaminate ground-water, for which other arrangements shall be made by the Contractor) in accordance with Good Industry Practice.

## 20) Removal of unsafe Workers

The contractor shall document any identified instances of noncompliance with safety requirements by its workers and subcontractors. Where any worker or subcontractor breaches safety requirements and thereby presents a threat of serious injury or death to any person, the contractor shall remove that worker or subcontractor from the project site for the duration of the project.

## 21) Subcontracting

The Contractor shall be able to demonstrate that he has applied selection procedures that ensure that his sub-contractors are demonstrably competent to perform the works safely. The Contractor shall provide to the Location Manager the names of sub-contractors he intends to appoint in advance of entering into a contract with any such sub-contractor. The requirements of this booklet, the contract specification, the contract health and safety plan, the risk assessments and method statements shall be imposed upon sub-contractors by the Contractor.

## 22) Monitoring

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Compliance check by contractor: The Contractor shall monitor his safety performance and that of his sub-contractors to ensure compliance with standards set in the contract. The frequency of monitoring will be dependent upon the risk profile and number of persons employed.

Root Cause of incidents: All accidents shall be investigated to establish the basic causes and to recommend appropriate improvements in control. Details of all accidents, together with the associated investigation and recommendations, shall be passed to the company as soon as deemed reasonable.

Audit by company: The Company reserves the right to audit all aspects of the management of health and safety on site at any time. Deficiency identified during any inspection / audit shall be entered into an appropriate action register that summarize the deficiency, the required actions, the person to whom that action have been assigned and date by which the action shall be completed.

The contractor shall be responsible to ensure all actions are completed, verified and closed within stipulated timeframes.

Monitoring by company: The Company reserves the right to allocate weightage and set safety KPIs in the contractor's scorecard. The scorecard performance shall be reviewed periodically.

23) Contractor Queries

The queries should be normally directed to company's designate as specified in contract. The site specific "contractor safety management manual" can also be referred for any clarifications when in doubt. The details on specific processes, plants and machineries and related hazards are detailed in this manual.

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APPENDIX IV : STANDARD TERMS AND CONDITION FOR TRANSPORT AGREEMENT

This Transport Agreement (hereinafter the "Agreement") made on Purchase Order (PO) Date.

BY AND BETWEEN

Vedanta Limited (Formerly known as Sesa Sterlite Limited / Sesa Goa Limited) / Sesa Resources Limited / Sesa Mining Corporation Limited, a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at Sesa Ghor, 20 EDC Complex, Patto, Panjim - Goa - 403001, hereinafter referred to as (the "Company") which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, shall include its successors and assigns) of the ONE PART;

AND

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Vendor (hereinafter referred to as "Service Provider/Transport Provider", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the OTHER PART.

The Company and the Service Provider/Transport Provider shall be individually referred to as the "Party" and collectively as the "Parties".

AND WHEREAS the Transport Provider has approached the Company and offered to provide such transport services as specified in the Scope of Services of this Agreement detailed in ANNEXURE - II (hereinafter for the sake of brevity referred to as the "Services" and has represented that it has the necessary expertise, infrastructure and experience to efficiently provide such Services to the Company;

AND WHEREAS based on the said representation, the Company has agreed to seek Services from the Transport Provider on a non-exclusive basis as per the terms and conditions detailed herein;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HAVE AGREED AS FOLLOWS:

1. DEFINITIONS & INTERPRETATION

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

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

1.1.2 "Agreement" means this Agreement entered into by and between the Parties hereto together with any and all Annexures, appendices, schedules, addendums and amendments hereto, signed by the Parties and shall be deemed to be read as an integral part of this Agreement.

1.1.3 "Confidential Information" means and shall include, but is not limited to non-public information which is disclosed by either party to the other party, whether or not marked confidential, shall include but is not limited to business policies or practices, business plans, dealings, customer lists or requirements, price lists or pricing structures, technical data, employee or officers' data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, financial statements, discoveries, ideas, concepts, know-how, business methods, techniques, designs, specifications, drawings, blueprints,

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tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans, customer names and other technical, commercial information and intellectual properties & other non-generic information whether tangible or intangible, written or oral, relating to any released or unreleased concepts, ideas, projects and services, the marketing or promotion of products and any other information received from any source which would be deemed as confidential or proprietary.

1.1.4 "Effective Date" shall mean dates as specified in the Purchase Order.

1.1.5 "Fees" shall mean the prices and/or rates payable by the Company in respect of the Services and/or as specified in the relevant Purchase Order.

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

1.1.7 "Term" the term of this Agreement is defined in Clause 4 of this Agreement or as specified in the Purchase Order.

1.2 In this Agreement:

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

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

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

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

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

1.2.6 "including" means "including without limitation";

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

1.2.8 If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, that act, matter or thing shall be done on the preceding Business Day.

1.3 The agreement for provision of Services shall be governed solely as per the terms of this Agreement, to the entire exclusion of any terms/conditions that the Transport Provider may state/ mention in any quotation and/or any other correspondence made by the Transport Provider.

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

## 2 SCOPE OF SERVICES

2.1 The Transport Provider has agreed to provide the Services particularly detailed in the annexure annexed hereto and marked as ANNEXURE-II. It is expressly agreed by the Transport Provider that the quality of the Services as per the specified parameters is the essence of this Agreement and any assessment made by the Company in this regard shall be final, acceptable to and binding upon the Transport Provider.

2.2 Transport Provider will ensure that all committed services as detailed in ANNEXURE-II are met at all times during the Term of this Agreement otherwise the Company shall have the right to terminate this Agreement forthwith.

2.3 The broad allocation of responsibility of the Parties is described in the Responsibility Allocation Matrix set out in and marked as ANNEXURE-II to this Agreement.

## 3 APPOINTMENT OF THE TRANSPORT PROVIDER

3.1 The Company hereby appoints the Transport Provider, on a non-exclusive, principal-to-principal basis, for the rendering of the Services. It is expressly understood by the Transport Provider that this Agreement does not confer any exclusive right with respect to the Services to be rendered under this Agreement nor does it confer any exclusive right to the Transport Provider.

## 4. TERM

4.1 Notwithstanding the date of execution of this Agreement, unless terminated or determined earlier in accordance with this Agreement, the Term of this Agreement shall be for a period as specified in the Purchase order with effect from the Effective Date.

4.2 It is expressly covenanted that any transaction by way of completion of the Services after termination of this Agreement but initiated prior to the termination of this Agreement shall not be construed to be an extension of this Agreement.

## 5. OBLIGATIONS OF THE TRANSPORT PROVIDER

5.1 The Transport Provider shall perform the Services hereunder with all due skill, care and diligence in a safe, competent, timely, efficient and professional manner as per best industry standards and any specific benchmarks agreed between the Parties. The Transport Provider is not entitled to change the time schedule specified by the Company at any stage. Failure on the part of the Transport

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Provider to comply with the specifications hereunder or time schedule shall constitute a breach of the terms of this Agreement. The Transport Provider has visited the area and very well understands the ground conditions of the place of service and the periphery area. The Transport Provider acknowledges to deal with the local issues for carrying out the work. It is the responsibility of the Transport Provider to maintain harmonious relations with all stake holders for execution of the job.

5.2 Transport Provider shall at all times ensure proper rendering of the Services hereunder and also ensure necessary training of its personnel being deputed under this Agreement. If the personnel of the Transport Provider are deficient, negligent or in breach of the Company policies as applicable while rendering the Services, but without prejudice to the right of the Company to take any such action as is in its sole opinion, the Transport Provider shall take corrective steps immediately to avoid recurrence of such incidents and report to Company about its action plan.

5.3 The Transport Provider shall ensure the correctness and genuineness of all or any of the information / data it provides under this Agreement.

5.4 The Transport Provider shall comply with all applicable laws, including but not limited to labour laws, industrial laws, welfare and taxation laws as applicable to the Services under this Agreement. The Transport Provider shall maintain all requisite records, registers, accounts books etc., which are obligatory under any law as applicable to the Services hereunder and shall provide any and all information as may be required by the Company either under any statutory provision or otherwise.

5.5 The Transport Provider shall inform the Company immediately of any inquiries, questions or issues raised by any authority [including but not limited to any Government Authority (ies)] or officials regarding and relating to the Company, as well as expeditiously notify the Company of any show causes, seizure or similar action and provide copies of any notices, memos, correspondences received from such authority. The Transport Provider shall not unilaterally file any response / reply to such an authority without the prior approval and vetting by the Company.

5.6 If any of the personnel of the Transport Provider indulges in misconduct, theft or any unlawful activities, the Transport Provider shall take appropriate action against its erring personnel and intimate accordingly to the Company. The Transport Provider shall also ensure that such incidents do not interfere with continuity of Service to be rendered to the Company. It is understood between the Parties hereto that the Transport Provider alone shall have the right to take disciplinary action against any person(s) engaged/ employed by him, while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Company.

5.7 The Transport Provider or its personnel shall not give or receive any gift or reward in any shape or form which are against the applicable Company policies as applicable from time to time; and also comply with all applicable laws. Any breach of this obligation shall be a material breach of this Agreement.

5.8 Transport Provider shall ensure that:

a) Its employees/ representatives/ personnel under this Agreement maintain a high

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standard of ethical and courteous behaviour while performing the Services under this Agreement.

b) The number of trained service staff employed by the Transport Provider is adequate for providing prompt and efficient Services to the Company.

c) Its personnel shall not enter in the functional areas or offices of the Company unless specifically permitted or required.

5.9 The Transport Provider will not use name of the Company in any manner either for credit arrangement or otherwise and it is agreed that the Company is in no way responsible for the debts of the Transport Provider and/or its employees.

5.10 The Transport Provider may not subcontract any of its obligations under this Agreement without the prior written consent of the Company. The Transport Provider shall not be relieved from any of its obligations or liabilities under the Agreement by virtue of any subcontract and the Transport Provider shall be responsible for all Services, acts, defaults or omissions of its subcontractors (and its or their employees and consultants) as though they were the Services, acts, defaults or omissions of the Transport Provider.

5.11 The Transport Provider shall maintain proper and accurate records in relation to the Services and shall provide copies of the same to the Company on request. The Company (or its appointed representative) shall have the right to audit the relevant books and accounts of the Transport Provider in relation to any reimbursable charges paid for by the Company under this Agreement. Any incorrect payments identified by such audit shall be adjusted between the Parties as appropriate.

5.12 The Transport Provider shall provide LCV/ HCV/ Open Trucks/ Taurus/ Tankers/ Mechanical Trailers (the 'Vehicles') as per the Company's requirement for transportation of goods/consignment from Company's works to various destinations located all over India by road on such routes, corridors, and districts and within such geographical area as instructed by the Company from time to time.

5.13 The signing of Company's documents by the Transport Provider's authorized representative or agent would serve as sufficient acknowledgement of the quantity and condition of goods received on behalf of the Transport Provider.

5.14 The Transport Provider shall keep in touch with the Company regarding availability of goods/consignment and place suitable Vehicles for loading round the clock as per requirement/instructions and as per schedule prescribed by the Company. It is clearly understood that the instructions so given or delivered to the representative of the Transport Provider shall be construed as instructions given or delivered to the Transport Provider.

5.15 The Transport Provider shall be responsible for proper co-ordination with concerned personnel at the Company for issue of Challan, invoices, Excise invoice & loading of the goods/consignment. The Transport Provider will also provide necessary assistance at loading and unloading points as required.

5.16 The Vehicles shall be weighed for tare, gross and net weight at respective consignee locations. The Transport Provider shall obtain the Proof of Delivery (POD) of the consignment from the Consignee, on the Lorry receipt (LR) in the manner specified by Company. This shall include the signature and rubber stamp of the

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Consignee, receipt quantity/Length, date and time of receipt, shortages, quality etc. The Transport Provider shall obtain clean receipt for the goods/consignment and submit the acknowledged Challan along-with the Invoice.

5.17 The Transport Provider shall be deemed to be entrusted with the custody of the goods/consignment loaded onto its Vehicle at the point of loading, from the time until such time as unloading of the goods/consignment is commenced at the point of final delivery. For the avoidance of doubt the Transport Provider shall be responsible for all goods/consignment that have been loaded onto its Vehicle and the Vehicle itself while such Vehicle and goods/consignment remain on the Company's premises. The ownership of goods/consignment during transit shall remain either with the Company or the consignee, as the case may be, until it is received by respective consignee. The Lorry Receipt of the Transport Provider shall be conclusive proof of dispatch of goods/consignment. However, any loading of consignment without Lorry Receipt shall not absolve the Transport Provider from any liability. Notwithstanding anything contained in this Agreement, the Transport Provider shall be solely responsible for losses arising to the Company due to theft/misuse of Lorry Receipts.

5.18 The Transport Provider shall be responsible for all loss, destruction, damage, contamination or deterioration of or to goods/consignment from any cause whatsoever while goods/consignment is in the custody of the Transport Provider and in the course of transit. The Transport Provider shall take all precautions and positive steps that are necessary to ensure goods/consignment under Transport Provider's charge are protected from loss, shortage, damage, contamination or deterioration and the same is transported and delivered safely to the consignee without any shortage. In case of any contamination, loss/shortage, the entire cost of the goods/consignment shall be recovered from the Transport Provider. The Transport Provider shall have to make good to the Company any loss due to the negligence or failure on his part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of the relevant acts, rules and regulations applicable in transporting, handling, dispatch of such goods. The Transport Provider shall also be responsible for checking the packing conditions of goods/consignment before he takes delivery of the same for transportation. Once the goods/consignment are accepted for transportation, they shall be deemed to have been handed over by the consignor in good conditions, unless the Transport Providers has pointed out any defects whatsoever at the time of taking delivery from the consignors at the loading points and recorded the same in LR.

5.19 The maximum payload for road delivery has to conform to the statutory regulations governing vehicle dimensions and gross weights. The Transporter has to comply with General safety and handling details as prescribed by the Company.

5.20 The Transport Provider shall ensure that prior to the Vehicle leaving Company premises or any other location with the cargo, all requisite documents duly filled required to be carried in the vehicle including Company's invoices, challan, road permits, excise documents, declaration forms under sales tax/entry tax/octroi/customs laws, have been handed over to the driver over his acknowledgement. The driver shall ensure the safe delivery of the same to the consignee and any loss/



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penalty imposed due to loss or non-carriage of these documents shall be borne by the Transport Provider. If the Transport Provider loses the documents and fails to hand over the same to the Consignee, the Transport Provider has to file FIR at nearby Police Station and has to submit the same at the destination for unloading of material.

5.21 Vehicles as and when requisitioned by the company will have to be placed by the Transport Provider within stipulated time. If the vehicles are not placed within the stipulated time, Company shall levy penalty of 20% of freight charges of that indent from the running bills/SD from the errant Transport Provider. The decision of Company with regards to the actual losses incurred by Company including the reasonability shall be final and binding on the Transport Provider.

5.22 The weight, measurement and description of goods/consignment mentioned in the challans/packing lists/loading advise/delivery documents/shipment document of Company or the supplier shall besides other documents be the basis for assessing the loss in transit and for recovery of damages compensation thereof. The Transport Provider shall be responsible for any discrepancies found at destination, in respect of weight, measurements, quantities and soundness of the goods/consignment.

5.23 The Transport Provider shall accept the consignment at its own risk and shall be fully responsible for the losses arising out of damage of the consignment and shall also accept the full responsibility for non-delivery or short delivery of the goods/consignment due to theft, pilferage, accident, fire etc. Any loss to the Company during Transportation shall be at risk and cost of the Transport Provider.

5.24 Ensure that there is no loss to the Company on account of theft, pilferage, adulteration or malpractice by the Transport Provider and/or its agents or employees, during Transportation.

5.25 The Transport Provider shall give only clean and unconditional lorry receipt and remarks like "said to contain" or at "Owner's risk" shall be void and shall be deemed to be unconditional.

5.26 The Transport vehicles shall be in perfect condition and shall have at all times valid Registration Certificates, Certificate of Fitness, Insurance, Pollution Certificate, permits etc. as may be required for operating the Vehicles for transportation.

5.27 The transportation is carried strictly in accordance with all applicable Central/State Laws and Rules, regulations made thereunder. The Transport Provider shall ensure that the Transport Vehicle are loaded only to the extent of the permissible limit and shall not overload the vehicle. The Company shall not be in any manner responsible for the penalties action taken by the appropriate authorities for carrying goods in violation of the permissible limits. It is unambiguously agreed upon that the Transport Provider shall be solely responsible to ensure that the goods loaded in the vehicles are not in violation and/or breach of weight and volume limits prescribed in the RTO registration book.

5.28 The Company and/or its Officer(s) shall not be held liable for death, injury or accident or any compensation relating thereto, for any reasons, whatsoever, in

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respect of any of Transport Provider's workmen/employee.

5.29 It shall be the responsibility of the Transport Provider to provide suitable and well maintained vehicles. It must not offer any suspended or blacklisted vehicle. The interior of the transportation vehicle should be smooth at sides as well as bottom so that the goods do not get damaged in loading, transit and unloading. The vehicles provided will also have adequate number of tarpaulins to cover the bottom, side and top portions of goods to secure them against all possible damages due to rain, storm and cyclone.

5.30 The Transport Provider shall employ or sub-Agreement or use only those drivers who hold a current recognised national qualification with respect to the place of loading, transit and delivery of the goods/consignment. The Transport Provider shall keep adequate records of all such drivers and shall present the same to the Company as and when asked.

5.31 It shall be the obligation, duty and responsibility of the Transport Provider to ensure that the goods are properly loaded, positioned and secured at all times. The Transport Provider shall also be responsible for ensuring that the driver shall check the load for security by testing the lashings for adequate tension immediately after the Vehicle has left the site of loading and thereafter at regular intervals during the Journey.

5.32 Any authorised Transport Provider carrying consignments of Company in the vehicle should not load the consignments belonging to other Transport Provider. In such cases no freight charges shall be paid to either of the Transport Providers.

6. OBLIGATIONS OF THE COMPANY

6.1 The Company shall provide all the relevant data, guidelines and information(s) necessary to give effect to the scope and purposes of this Agreement and as agreed between the Parties.

6.2 The Company shall make the payments as specified in Annexure III of this Agreement.

7. CONSIDERATION

7.1 All payments / service charges to the Transport Provider under this Agreement shall be made as per the rates specified by the Company as detailed in ANNEXURE - III (hereinafter referred to as "Consideration")

7.2 The Company reserves the right to set-off, deduct, withhold any amounts from out of the payments due and payable by the Company to the Transport Provider under the terms of this Agreement, any other agreement in respect of which the Transport Provider may be indebted or in default to the Company or applicable laws. The Transport Provider shall submit bills of actual work done for payment purposes.

7.3 Subject to 7.2 above and any other deductions as may be allowed as per the terms of the Agreement, the Consideration will be paid by the Company as per the correct invoices raised by the Transport Provider.

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7.4 Nothing contained herein shall prevent the Company from deducting tax at source as required under any law or regulation. Apart from the payments agreed between the Parties hereto no other payment shall be made by the Company to the Transport Provider for the rendering of the Services under this Agreement.

7.5 Transport Provider shall be responsible for complying with all applicable laws including labour, welfare, taxation and other laws.

7.6 Except as specifically provided under this Agreement, the Company shall not be liable in any manner whatsoever to pay any monies by whatever name called to the Transport Provider or any other party for any reason whatsoever under any head whatsoever.

7.7 BANK GUARANTEE/SECURITY DEPOSIT - As specified in the Purchase Order

8. MODE OF TRANSPORT

8.1 The Transport Provider shall only transport the goods by the mode as specified by the Company. If it is found that the Transport Provider transports the goods by mode other than the one specifically agreed there, the Company shall be entitled to forthwith forfeit the payment for set transportation and shall have a right to terminate the Agreement at its sole discretion.

9. LOADING/ CLUBBING

9.1 Without prejudice to the generality of the Transport Provider's obligations under Clause 1 of this annexure, it is the absolute responsibility of the Transport Provider and its drivers, servants, agents specifically to ensure that any vehicle and all necessary tackle and facilities for securing loads to the vehicle presented for loading are suitable for carriage of the load; that the Vehicle is not overloaded and is not subsequently overloaded and that the load is properly and safely positioned and secured.

9.2 In any case where a load is placed on a Vehicle otherwise than in the presence and under the direction of its driver must before moving it inspect the Vehicle and be satisfied that the load is positioned and secured properly.

9.3 If a driver is not satisfied that a load is properly distributed, a request should be made for it to be adjusted in accordance with the drivers requirements.

9.4 The Transport Provider shall take such measures to protect its load as may be specified from time to time by the Company.

9.5 The Transport Provider shall not load material of any third party in the Vehicle. Clubbing of two or more different consignment of the Company for the same/ different destination will only be done only at the instance of the Company and both consignments shall be treated as part load.

9.6 The Transport Provider will ensure that before the Vehicle exits, all the documents required by the Transport Provider like Challans, permits, excise documents, declaration forms under sales tax laws have been given to the driver and shall ensure the safe delivery of the same to the consignee.

10. TRANSSHIPMENT

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10.1 The vehicle Registration No. in which the material was originally loaded shall be recorded on the LR / GR. In case any trans-shipment becomes inevitable due to break down etc., enroute, the same may be done on exceptional basis with the prior approval of the Company, furnishing the reasons for trans-shipment. Freight charges shall be made after condonation for recorded reasons. Otherwise no payment will be made in case of un-authorized transshipment.

10.2 Total quantity as mentioned in the invoice / challan must be delivered at one time and not in installments. Transshipment and / or part delivery of consignment during transit en route is strictly to be avoided. In case of transshipment done without the Company's written permission, it will be the liability of the Transport Provider to pay to the Company for loss / damage suffered.

10.3 Consignment withheld by Transport Provider in their warehouse in transit without the written permission of the Company shall be liable for liquidated damages for late delivery and any losses in this regard shall to be borne by the Transport Provider.

10.4 Part consignments can be transshipped only with Company's prior permission.

11. TRANSIT

11.1 Consignment shall be deemed to be entrusted to the Transport Provider from the time the consignment is loaded onto its vehicle at the point of loading until such time as unloading of the consignment is commenced at the point of final delivery. For the avoidance of doubt the Transport Provider shall be responsible for the consignment that has been loaded onto its vehicle itself even while such Vehicle and those goods remain on the Company's premises.

12. PROOF OF DELIVERY

As specified in the Purchase Order

13. DANGEROUS GOODS

13.1 The Company shall notify the Transport Provider before the commencement of the carriage of any goods if those goods are dangerous goods/consignment.

13.2 The Transport Provider may at its discretion refuse to carry any dangerous goods/consignment or may agree with the Company in writing terms and conditions relating to the carriage of any such goods other than these terms and conditions.

14. MALPRACTICE/DAMAGE/CONTAMINATION

14.1 The Transport Provider will ensure that any act or omission on his part or his crew does not damage the products entrusted to him by the Company in terms of this Agreement. If the products get damaged it will be disposed of at the Company's discretion. The difference between the consignment cost and realised/realizable value shall be recovered from the Transport Provider.

14.2 In case of any rejection of material by the customer on account of suspected damage or contamination, the Company would recover entire cost of the material.

14.3 No transportation charges will be paid for the futile trip during which the product got damaged and the subsequent trip for transportation of the damaged product to a location nominated by the Company.

14.4 The provisions hereinabove will apply mutatis mutandis to cases of contamination of the product for the purposes of suspension of vehicle or termination of this Agreement.

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14.5 If a vehicle provided by the Transport Provider is involved in any malpractice, the Company will be entitled to suspend the operation of the vehicle forthwith and to conduct an investigation into the malpractice/s. If upon such investigation, the Company in its sole discretion concludes that the crew of any vehicle is involved in malpractice, it will black list such vehicle and crew. If however, the investigation reveals the connivance of the Transport Provider in the malpractice, this Agreement shall stand terminated.

15. LIQUIDATED DAMAGES

15.1 As specified in the Purchase order.

15.3 Without prejudice to other rights of the Company and notwithstanding anything contained in this Agreement, in case the Transport Provider fails to adhere to any of the terms and conditions and covenants of this Agreement, the Company shall be entitled to levy liquidated damages on the Transport Provider equivalent to the consignment value.

16. LIST OF ANNEXURES

" ANNEXURE-B -

ANNEXURE B

STANDARD TERMS & CONDITIONS FOR TRANSPORT AGREEMENT

1. TAXES AND DUTIES

1.1 Payment of all taxes, fees, levies, duties, or other charges of whatsoever nature including service tax, and in respect of any wages, salaries and other remuneration paid directly or indirectly to persons engaged or employed by the Service Provider or its subcontractors levied or imposed now or hereinafter as a result of the services provided hereunder and the performance of this Agreement shall be the responsibility of and be paid by the Service Provider. Nothing contained herein shall prevent the Company from deducting tax at source as required by law from the payments due to the Service Provider.

1.2 The Service Provider shall be responsible for filing all necessary tax returns (including, without limitation, returns for corporate income tax, personal income tax, service tax, sales tax) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

1.3 The Service Provider shall also ensure that its sub-contractors file such returns as stipulated by the relevant Government Authorities and furnish such information as requested for by the relevant Government Authorities.

2. STATUTORY COMPLIANCES/LICENCES

2.1 The Service Provider shall be solely liable for statutory compliance in respect of all applicable laws of land which inter-alia includes central/state labour laws

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and regulations/rules made thereunder including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979. The Service Provider shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State labour laws and regulations/rules made thereunder in respect of employees employed by it.

2.2 The Company shall be entitled to deduct/adjust from amount payable to the Service Provider any dues, wages, compensation on accident or death, expenses paid by the Company in compliance with the applicable laws, in respect of employees of the Service Provider.

3. INSURANCE

3.1 The Service Provider shall effect and maintain with a reputed insurance company a policy(ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Term of the Agreement.

3.2 The Service Provider shall hold employer's liability insurance in respect of its employees/personnel in accordance with any legal requirement from time to time in force.

3.3 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Agreement.

3.4 The Service Provider shall also take third party liability insurance and surrounding property damage insurance. In case of any loss or damage, the Service Provider shall lodge and settle the claim with the insurance company.

3.5 It is the sole responsibility of the Service Provider to place and transport the Company consignments in specific carrying capacity of vehicles, to suit the weight/dimensions of the consignment. All Company consignments shall be transported only in fully insured vehicles. Any damage due to wrong deployment of vehicles is to the Service Provider's account.

3.6 In case of accident, the Service Provider will initiate action in accordance with the instructions of the Company as well as its internal procedures / documentation required, requirements of insurance company, with which the Service Provider has familiarised himself prior to the commencement of this Agreement.

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3.7 The Service Provider will be responsible for providing a damage certificate, police FIR, spot survey report, photographs, final investigation report etc. and any other document or support as may be required by the insurance company.

3.8 The Service Provider will be responsible for providing a fit truck to salvage the product from the accidental truck and deliver the goods to the Company/consignee at its cost.

3.9 Recovery for any product loss from the Service Provider will be made at equivalent to differential loss suffered by the Company in case the loss to the Company is not fully compensated by the insurance agency. The freight amount of the said truck shall be paid only after settlement of the insurance claim.

3.10 The Service Provider is responsible for safe delivery of the Consignment at the destination. While transporting hazardous chemicals, Service Providers must comply with the requirements of safety instructions as per Motor Vehicle Act, 1989 and subsequent amendments and take adequate measure for emergency preparedness. Any failure in this regard during the term of the contract is liable for termination of the Agreement.

3.11 Notwithstanding anything contained above the Company may arrange insurance of the consignment. But, that will not in any way absolve the Service Provider from compensating Company /Consignee in case of damage / loss.

3.12 If the Company has insured the goods/consignment being transported by the Service Provider, then it shall lodge its claim on the insurance company for the losses suffered by Company due to non-delivery in time/accident etc. resulting damage to the goods/consignment and the same shall be payable by Insurance company to Company. The Company on receipt of its claim amount from the insurance company shall have the liberty to surrogate its rights of recovery in favour of insurance company for recovering the amount from the Service Provider. Without prejudice to above, the Service Provider is responsible to make good of loss if any suffered by Company due to non-payment by the insurance company.

## 4 WARRANTIES AND REPRESENTATION

4.1 The Service Provider represents and warrants that:

(i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to perform the services as detailed in the Scope of Services above and as may be necessary to perform the Services hereunder in a professional manner.

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(ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.

(iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.

(v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.

(vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.

(v) it shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.

(vi) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business, more particularly for the Services;

(vii) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Company, for use related to the Services, and that any IPR provided by the Transport Provider shall not infringe the IPR of any third party;

(viii) The Transport Provider represents that there is no inquiry/ investigation pending by the Police against the Transport Provider or its employees. The Transport Provider undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of all Statutes Rules and Regulations or Schemes or Directions or Orders either of the State or the Central Government, or of other local authorities or Judgments or decrees of any description or any modification thereof passed by any competent authority or body or Court as



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applicable to the Transport Provider and /or to the Transport Provider's employees;

(ix) The Transport Provider shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period and any toll charges or entry Taxes payable locally and the Transport Provider accordingly indemnifies Company against all such liability.

(x) The Transport Provider has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Transport Provider. Company shall have no liability whatsoever.

4.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

5 ETHICS

5.1 GIFTS AND COURTIESIES: The Service Provider 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 Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf. The Service Provider undertakes that in the event of use of any corrupt practices by the Service Provider, the Company shall be entitled to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.

If at any time during execution or performance of this Agreement the Service Provider is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Service

Provider must report the same immediately at [sgl.whistleblower@vedanta.co.in](mailto:sgl.whistleblower@vedanta.co.in)

## 5.2 ANTI-BRIBERY & CORRUPTION:

(i)(a) - The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct and the Company's Human Rights Policy including Modern Slavery Act and in case of breach thereof, the same shall be treated as a breach of this Agreement.

(i)(b) - The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under Clause 5.2 (i)(a).

(ii) The Service Provider shall comply with the Anti-Bribery and Corruption (AB&C) requirements as applicable to them.

(iii) The Company shall have a right to initiate "audit proceedings" against the Service Provider during the Term and for a period of three (3) years thereafter, to verify compliance with this Agreement including AB&C requirements. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

(iv) Notwithstanding anything in this agreement, the Company shall have right to terminate the Agreement forthwith in case, it is found that the Service Provider has failed to comply with the terms of the Agreement including AB&C requirements.

(v) The Service Provider may submit/report 'Complaints' pertaining to any violation to the Company's ethical business practices as specified in the Company's Code of Conduct Policy.

External stakeholders such as vendors, customers, business partners etc. have the opportunity to submit 'Complaints'; however, the Company is not obligated to keep 'Complaints' from non-employees confidential or to maintain the anonymity of non-employees. We encourage individuals sending 'Complaints'/raising of any matter to identify themselves instead of sending anonymous 'Complaints' as it will assist in the effective complaint review process.

Post review, if the complaint is found to be have been made with malafide intention, stringent action will be taken against the complainant. We encourage reporting genuine 'Complaints' and those submitted in true faith.

All the 'Complaints' under this policy should be reported to the Group Head-Management Assurance at the following address:

Group Head - Management Assurance,  
Vedanta, 75 Nehru Road  
Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id:  
sgl.whistleblower@vedanta.co.in

## 6. DEFAULT AND TERMINATION

### 6.1 The Company may immediately terminate this Agreement as under:

(i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has failed to remedy such breach within 30 days from receiving notice from the other Party.

(ii) if other party party (i) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (ii) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) a other party's creditor attaches or takes possession of all or a substantial part of said Party's assets; the foregoing shall not apply to any action or proceeding which is (i) in the reasonable opinion of the party, frivolous or vexatious; or (ii) discharged, stayed or dismissed within ninety (90) days of commencement;

(iii) if either party is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then either Party may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Parties accrued prior to the date of such termination.

6.2 Without prejudice to its other rights and claims whatsoever against the Service Provider, the Company may terminate this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Service Provider fails to obtain any approval required under the terms of this Agreement.

6.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

## 7. LIMITATION OF LIABILITY

7.1 EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL LOSS OR DAMAGES OF ANY NATURE ARISING

AT ANY TIME FROM ANY CAUSE WHATSOEVER.

7.2 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

#### 8. FORCE MAJEURE

8.1 Neither the Company nor the Service Provider shall be responsible for any failure to fulfil any term or condition of the Agreement if and to the extent that fulfilment has been delayed or temporarily prevented by a force majeure occurrence (a) Act of God, (b) fire, flood, earthquake, (c) war, riot, insurrection and civil commotion, mobilization or military, if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen after due and timely diligence and which, by the exercise of reasonable diligence, the said Party is unable to provide against ("Force Majeure Events").

8.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure Event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay.

8.3 The Service Provider shall, in the event of issue of a notice (about happening of a Force Majeure Event) to the Company, reimburse the expenses incurred by the Company in securing and protecting the consignment till the Service Provider intimates the Company about the cessation of such Force Majeure Event(s).

8.4 If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.

8.5 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. The Parties understand that the settlement of strikes, lockouts, and any other industrial disputes shall be treated to be within the sole discretion of the Party asserting Force Majeure. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately give notice thereof to the other party.

#### 9. INDEMNITY

9.1 The Service Provider shall defend, indemnify and hold the Company harmless from and against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any taxes, levies, costs and charges which may be levied or imposed on the Service Provider or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement.

9.2 The Service Provider shall be liable for and shall defend, indemnify and hold the Company harmless from and against and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Service Provider.

9.3 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.

#### 10. ARBITRATION

10.1 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation,, meaning, scope, operation or effect of this Agreement 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 (Indian) Arbitration and Conciliation Act, 1996 (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 5,000,000 (Rupees Five Million Only) / \$ 100,000 (Hundred Thousand United States Dollars) 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 [Local Jurisdiction in Goa / Local Jurisdiction Karnataka /Delhi], India.

(iii) The award made in pursuance thereof shall be final and binding on the parties

#### 11. APPLICABLE LAW AND JURISDICTION

11.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

11.2 The parties submit to the exclusive jurisdiction of the courts of [Local Jurisdiction in Goa / Local Jurisdiction Karnataka /Delhi], India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

#### 12. SET OFF

12.1 Only the Company may at any time without notice to the Service Provider set off any liability of the Service Provider to the Company against any liability of Company to the Service Provider (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination) and may for such purpose convert or exchange any currency. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.

### 13. CONFIDENTIALITY

13.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations. Each Party shall use its best effort to assure that the provisions of this Agreement and its information disclosed to it concerning the other Party and its assets and business which is not otherwise publicly available, shall be kept confidential, unless other required by law, not to be disclosed without the consent of other Party to anyone other.

13.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

13.3 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

### 14. MISCELLANEOUS PROVISIONS

14.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

14.2 Severability: If any clause or provision of this Agreement is prohibited, invalid

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or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

14.3 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

14.4 Relationship: This Agreement shall not be construed to have any purpose or intent other than for purchase and sale of the Commodity between the Parties on a non-exclusive basis and nothing contained in this Agreement 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.

14.5 Notices: Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by facsimile, notice shall be deemed to have been given upon successful transmission, if by hand upon at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post.

14.6 Non-Waiver/Exercise Of Right: A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

14.7 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns

14.8 Assignment: Neither this Agreement nor any right, duty or obligation of any party hereunder may be assigned or delegated by any party (in whole or in part) without the prior written consent of the other party(ies) hereto.

14.9 Amendments: This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

14.10 Validation: This Agreement shall come into effect when authorized representatives of both Company and Service Provider execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the

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terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

14.11 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

14.12 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

14.13 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

14.14 THIS DOCUMENT "STANDARD TERMS & CONDITIONS" SHALL BE AN INTEGRAL PART OF ANY OF THE PURCHASE ORDERS, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER ENTERED BETWEEN THE PARTIES AND SHALL SUPERCEDE ANY CONTRARY TERMS IN SUCH PURCHASE ORDER, INVOICE OR MOU OR OTHER DOCUMENT WHATSOEVER. ORDER ACKNOWLEDGEMENT BY THE SERVICE PROVIDER SHALL COVER ACKNOWLEDGING THIS DOCUMENT AND THE GENERAL TERMS AND CONDITIONS MENTIONED HEREIN AS WELL.

VAT Registration No. 30050100072  
C.S.T No. P/CST/374 dt.6.7.63  
TAN No. BLRS14062G  
PAN No. AACCS7101B  
GSTN No.30AACCS7101B1Z9

All post order communication should contain this PO reference and shall be addressed to :Siddhi Parab Amonkar  
Corporate Finance Tel:-  
Email:RAJASHRI.GAUNS@VEDANTA.CO.IN Fax:-

For VEDANTA LIMITED - SESA IRON ORE

Challa Venkatkameswar Rao  
AGM-FINANCE