

# PURCHASE ORDER ORIGINAL

Page : 1 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

<b>Supplier: 6701300313</b> A ONE SALASAR PRIVATE LIMITED Unit No.702, Plot No. C-1, Opal Square P ark, Road No.1, Thane, Thane, Thane, Mah arashtra, 400604 Thane 400604 27-MAHARASHTRA INDIA Ph no:8976702440 GSTIN NO: 27AAOCA5506C1ZV PAN NO: AAOCA5506C	<b>Delivery Address:</b> SONADIH CEMENT PLANT NUVOCO VISTAS CORP. LTD. P.O.RASEDA , DIST.BALODA BAZAR CHHATTISGARH 493332 INDIA Ph no.: <b>GSTIN No: 22AAACL4159L1ZI</b> <b>PAN No: AAACL4159L</b>	<b>Invoice Address:</b> SONADIH CEMENT PLANT NUVOCO VISTAS CORP. LTD. P.O.RASEDA , DIST.BALODA BAZAR CHHATTISGARH 493332 INDIA Ph no.: <b>GSTIN No: 22AAACL4159L1ZI</b> <b>PAN No: AAACL4159L</b>
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Payment Terms : 30TH DAY FROM GATE ENTRY OF VEHICLES

10	Material Text	UOM	Quantity	Rate	Value	Delivery Date
	Third Party Scrap Auction	AU	1.000	62,500.00	62,500.00	08.08.2025
10	Third Party Scrap Auction	AU	62,500.000	1.00	62,500.00	

Total Value 62,500.00

Total Value ( In Words ) SIXTY TWO THOUSAND FIVE HUNDRED Rupees

## SPECIFIC TERMS & CONDITION FOR SERVICE PURCHASE ORDER

This Purchase Order is placed with reference to the agreement dated 16.08.2023 and subsequent discussions between You & Nuvoco Vista Corp. Ltd. for the scrap management

### 1. DETAILED SCOPE OF WORK ASSIGNED:-

#### ACTIVITY:

Service charges for conducting scrap disposal work at the rate 0.25% of sale value.

The value considered is 0.25% of approx. value of scrap sale value (i.e. ~ 2.50 Cr.) for upcoming year.

0.25% \* 25000000 = 62500/-

### 2. ORDER CEILING VALUE:-. Ceiling Value of order is Rs.62500/-

(excluding GST ).

Ceiling value given is indicative only and payment shall be released on actual work done basis against the verified bills. The ceiling value is all exclusive of taxes. The job must be completed within the ceiling value mentioned in the order. No payment beyond ceiling value will be made to you.

### 3. PRICE BASIS:- The Applicable rates shall be governed as follows:-

#### RATE APPLICABLE:

Service charges for conducting scrap disposal work at the rate 0.25% of sale value.

0.25% \* 25000000 = 62500/-

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# PURCHASE ORDER ORIGINAL

Page : 2 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

GST will be paid to you extra as applicable.

Nuvoco site contractor coordinator (NSCC) - You will coordinate with Mr. Sayan Mukherji for execution of this order/ jobs and for coordination regarding safety training etc.

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#### PRICE BASIS:

Rate will remain firm, fixed and binding till order validity period (escalation except increase / decrease in HSD prices) and no escalation will be entertained during the order validity period.

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#### CEILING VALUE:

Ceiling value given is indicative only and actual payment will be released on the basis of actual work done as per certification of work by our authorized representative and rates indicated shall be applicable. The job must be completed within the ceiling value mentioned in the order. No payment beyond ceiling value will be made to you.

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#### SAFETY APPLIANCES:

You will be solely responsible for safety of your crew/ driver & Vehicle. You will provide required safety appliances to carry out the job at your own cost.

- All jobs have to be carried out safely. You will be responsible for entire safety of your crew executing the contract/ order. Any of your personnel/ crew is found without PPE's will be subject to disciplinary action.

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As regards the driver of Equipments and vehicle, you shall ensure the following: -

- Driver shall not be under influence of alcohol during work.
- Driver shall follow all road safety rules.
- Driver & Helper should have proper shoes & dress.
- Vehicle must have all safety arrangements, like safety seat belts, Fire extinguisher, torch, tools, Stepney, Horn, rear horn, First aid box, parking lights, wipers, Rearview mirror etc.
- Driver should be provided proper uniform, shoes, nameplate, identity card & mobile phone.
- Vehicle should have proper lights including parking light, Indicators, etc.
- Copy of vehicle registration papers giving details such as model no., year of manufacturing.
- The driver of vehicle should possess valid driving license. He should be well behaved and gentle.
- Reversing the Equipments (Vehicle) inside the plant is prohibited. If necessary, the NVCL (trained) helper shall be outside the vehicle to guide the driver. You will follow the Lafarge safety guidelines/ rules.
- Medical fitness certificate covering vision & general medical check up on yearly basis for driver.
- Deputation of any new driver should be informed to Plant Inventory/HR Deptt.
- Fitness of driver & vehicle condition against healthiness must be ensured.
- Details of drivers to be submitted to P&A / Plant Inventory as per demand.
- You will be responsible for housekeeping in your area of work during execution of work order.

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#### TAXES:

GST shall be payable extra applicable. Kindly ensure to mention your HSN/SAC code in every invoice. In case of any credit loss on account of your non-compliance under IGST/CGST/SGST Act & Rules, the input credit loss and other incidental losses will be recovered from your outstanding invoices.

a. All statutory levies i.e. Customs, SGST, CGST and IGST etc. will be charged separately in the invoice by the Contractor.

b. Kindly ensure to mention material HSN code in case of goods supply and SAC (Service Accounting Code) in case of services mentioned in invoice. The GSTIN No. of NVCL should be mentioned in every invoice and the invoice no. should not exceed 16 digits including special characters; only "-" and "/" are allowed as special character. Further, tax type and % of GST should be separately mentioned.

i. Generation of e-way bill is mandatory therefore generate the e-way bill and mention its number in your invoice and attach the copy of the e-way bill along with the dispatch

Documents &

ii. Non fulfilment of the above procedure may result in holding up of payment processing or delayed processing of payment with appropriate penalty.

Further note that generating and submitting invoice through our portal is mandatory effective 15th February, 2019.

c. The Company shall deduct any applicable Indian and/or foreign withholding taxes on payment(s) to be made to the Contractor.

d. Any new levies, taxes and duties imposed by a competent authority by way of fresh notification(s) subsequent to the issue of the Purchase Order, but within the stipulated validity period of the order shall be mutually agreed by the

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# PURCHASE ORDER ORIGINAL

Page : 3 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

Parties.

e. In case of credit loss of input tax credit due to non-deposit, non-upload of invoice, upload made against wrong GSTIN or delay in deposit of any tax/duties by the Service provider or non-disclosure of sale/supply or any other reason under IGST/CGST/SGST Act & Rules as amended from time to time, the Company shall be entitled to charge to and/or recover the input credit loss and other incidental losses from the Service providers# outstanding invoices. Without prejudice to above, the Contractor undertakes to indemnify the Company for any loss or damage suffered by the Company in this regard.

f. The Company will not reimburse taxes or duties which has been paid arising out of any demand raised by the tax authorities alleging any non-levy or short levy by reason of fraud, collusion or any willful miss-statement or suppression of facts or contravention of any provisions of the laws with intent to evade payment of tax or duty by the Service Provider. The Company will not be liable to reimburse any interest or penalty arising out of any default on the part of the Contractor.

g. In case of reduction in duties of taxes / levies or any modification in the tax regime at the time of rendering of Services, the benefit of the same will be passed on to the Company. Notwithstanding what is stated above, changes in taxes, duties and levies shall apply only to the unexecuted portion of Contract as on the date of notification by the competent authorities.

h. Manner of issue of invoices: Contractor shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by Government agencies on account of lack of proper documents or any miss-declaration. Where the supply of goods/ services are liable to GST under reverse charge mechanism, then the Contractor should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".

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STATUTORY COMPLIANCES:-

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a. The Service Provider has to abide by all the applicable laws and byelaws & related rules and regulations as prescribed under various statutes and/or as per instruction of Company's representative of concerned department and also ensure safety of his people while at work, failing which necessary action will be taken as deemed fit.

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b. The Service Provider will engage his own labour who will be working under his supervision and disciplinary control. The Service Provider will abide by all labour laws and pay wages as per prevailing rates as may be decided by the Govt. (Central or State as the case may be). You undertake to indemnify and keep the company safe and harmless in this regard.

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c. The Service Provider shall maintain and pay necessary PF Code No. and ESI / Insurance, Gratuity & other statutory payments as may be required to be paid and deduct PF contribution and deposit with his contribution with PF Commissioner and proof of payment shall be produced to the concerned department for verification as per their demand. The Service Provider is required to maintain the records of all the workmen employed by him and ensure that all necessary registers (PF, ESI, Wages, Muster Roll, , Attendance, Fines etc. as is required by law) are duly maintained and updated. The Service Provider shall produce all such necessary records as and when called up by the respective Plant HR & IR personnel. Any non compliance on the part of contractor shall deemed, breach of the terms of this Purchase Order.

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d. The Service Provider will make necessary arrangements to provide insurance coverage under ESI/Workmen Compensation as is applicable for the persons deployed by for the work from the date of joining the work and proof of same to be submitted to HR department, failing which the Company reserves the right to deduct the same from any pending bill.

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e. There will be no master and servant relationship between your workers and the Company and the Company shall not be responsible for any misconduct, default or damage done by or to the workers.

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f. The Service Provider shall be responsible for providing medical check-up facilities for his entire workforce engaged for the job at a frequency as shall be informed by the Plant HR&IR/P&A or as per the Factories Act & Rules notified or amended from time to time.

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g. The Service Provider will ensure that all contract laborers are paid their wages by bank cheque/NEFT/RTGS instead of cash payment. This is in line with the directives received from Principal Secretary of Labour, State Government.

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h. Without prejudice to the generality of the foregoing, the Service Provider will at his own own cost, obtain all permits and licenses necessary for undertaking the activities under this order and shall pay all taxes and fees payable under any law for the time being in force and during the term of this order and shall provide the evidence to Nuvoco wherever necessary to prove the compliance of the legal requirements as stated above as well as payment of taxes or fees. The Service Provider shall apply to the statutory authority and obtain a valid license under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970, as may be applicable in this regard. This stipulation shall be

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# PURCHASE ORDER ORIGINAL

Page : 4 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

treated as a condition precedent, compliance whereof would trigger the applicability and operation of the instant order. In the event of failure to satisfy the condition precedent within two months from the date hereof, the order shall stand determined ipso facto unless the time for satisfaction is expressly extended by us on your request.

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i. Any change/amendment/modification in the applicable laws, rules, regulations or bye-laws as notified by the authorized government from time to time shall be applicable for the service provider and the service provider shall endeavour to adhere to all such amendments or modifications to the extent of job execution.

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#### PAYMENT OF BILLS:

a. As mentioned in order front page & subject to certification of bills/authorization of the monthly running bill and compliance with all statutory requirements. Statutory deductions, as applicable, will be attracted.

b. Bills in duplicate mentioning the Purchase Order no. to be addressed to Plant A/c & Control and submitted to the NSCC, at aforementioned invoice address for verification/Certification and onward process for payment.

c. The Service Provider shall quote: PAN on all Bills/Invoice/challans/vouchers to avoid TDS deduction @of 20% or actual rate whichever is higher.

d. In case the Contractor is required to submit a Bank Guarantee in furtherance of the services provided or as discussed, the same shall be strictly as per the format provided by NVCL in this regard."

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Note - You will ensure that all the workforce engaged by you for executing the job are paid their wages by bank cheques/NEFT/RTGS only instead of cash payment. This is in line with the directive received from Principal Secretary of Labour, Govt of CG.

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#### INDEMNITY: -

You undertake to indemnify and keep the company and its employees safe and harmless from any claims, loss or damage arising out of the rendition of services by you in terms hereof. Further, the Contractor agrees to indemnify NVCL against any rightful claims of third parties in the event the injury or damage to third parties is caused by the negligence of the Contractor or its workforce and shall accordingly bear the liability of such injury or damage. For the avoidance of doubt, no members of either party shall be considered third parties; which shall mean to include the partners employees, associates and affiliates of either party.

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#### Safety:

You will observe health and safety precautions as per the applicable statutory provisions but also as per the instructions given to you by the company and provide all necessary safety equipment in the BUS. The company would like to mention here that the company as per its own H&S Policy wants to ensure the safety and health of each and every employee. Any breach and / or failure to ensure due compliance of safety provisions will entail termination of the order.

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#### Environment

You will be responsible for compliance with all environmental laws and regulations in providing the services in terms hereof and also follow the instruction of the concerned department representative in this regard.

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#### INSURANCE:

-You will provide necessary insurance coverage to your Driver & helper. Further you will also ensure that the vehicles deployed by you are adequately insured against third party claims. That in case of any accident or damages, Nuvoco will not hold any responsibility and not be responsible for paying any compensation in any manner.. The copy of the same should be submitted to NVCL at Site before work commencement. If any accident/injury occurs to any other persons/public due to proven negligence/non-adherence to relevant safety and other precautions on the part of Contractor/its employees, the contractor shall remain liable to pay necessary compensation and other expense, as decided by appropriate authorities.

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#### ORDER VALIDITY PERIOD:

-This order is valid from 23.08.2024 till 08.08.2025. You have to complete the job within the order validity period. Job should not be carried out beyond order validity period. If validity extension required owing to unavoidable circumstances / abnormal conditions, you will need to communicate to us for it with valid reasons in writing. After getting our confirmation only, you will continue the job beyond order validity period.

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# PURCHASE ORDER ORIGINAL

Page : 5 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

That the contract may be extended for further period of one year subject to satisfactory performance and as may be mutually agreed between the parties.

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## TERMINATION OF ORDER:

We reserve the right to cancel / re-negotiate / terminate / short close this work order by giving one month prior notice without assigning any reason. It is made clear that notice on the part of the contractor is mandatory in order to enable the Company to have the work executed by any other agency. Failure to comply with this stipulation will make the contractor liable for damages. In case of termination, NVCL shall not be liable to pay for any compensation or damages in any manner whatsoever. That upon serving the notice of termination, NVCL shall bear no liability to compensate to the Contractor for any loss or consequential damage resulting from such termination. The Contractor shall perform all his obligations towards his workforce at all times.

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However in case any Government order or statutory provision prohibits the execution of the work in terms of the instant order, then the order shall stand terminated with immediate effect and the Company shall not be liable to pay any damages or compensation in terms of loss or any other account whatsoever.

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## FORCE MAJEURE:

If execution of the work in terms of this order is hampered due to earthquake, flood, pandemic or epidemic, lockdown, tempest or similar Acts of God then you shall be absolved of your obligations hereunder till normalcy is restored after the cessation of the aforementioned contingencies. You shall likewise be absolved if execution of the work is hampered due to violence, collapse of law and order or political turbulence or the applicability of any statutory provisions whether in force at the time of placing this order or subsequently enacted, or for any other reason of a similar nature which is beyond your control. Provided however, a strike called by your work force or the disruption of the work caused due to any unrest amongst them shall not be a force majeure and you would have to gear up alternative workforce to ensure uninterrupted rendition of services in terms hereof.

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Notwithstanding anything contained hereinabove, if Force Majeure conditions prevent the performance of the work under this order for more than 30 consecutive days, then the company shall be entitled to determine this order.

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NVCL on successfully invoking this Clause is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform. That the relief is effective from the time at which notice thereof reaches/communicated to the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.

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## DISPUTE RESOLUTION:

The parties mutually agree that in case of any dispute or claim (hereinafter referred to as dispute) arising out of or relating to the terms and conditions of this service order, the parties shall first engage in a good faith negotiation to resolve the dispute. In case the dispute is not settled within 45 days, it shall be referred to mediation that is agreeable to all the parties at Eastern Operation Office at Kolkata, India. In the event the parties are unable to resolve such dispute within 30 days of commencement of the mediation, which time limit is extendable by mutual agreement, and then the parties agree that the dispute will be submitted for adjudication to the Courts with appropriate jurisdiction in Kolkata.

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## COBC CLAUSE:

"Code of Business Conduct: -The Supplier is aware that the Nuvoco Code of Business Conduct is a set of standards that applies to all employees and officers of the company. These standards set out the basic rules to guide all employees and officers in carrying out their day-to-day business duties. The same is expected of all the suppliers worldwide. The Supplier acknowledges and warrants that its operations and business strategies are in line with the principles set out in Nuvoco's Code of Business Conduct for Suppliers by putting in place policies and procedures ensuring that all of its employees comply and undertake to keep complying, in all respects, with these principles."

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## DEDUCTIONS:

TDS as applicable will be deducted from your bill. You are required to mention your PAN in your Invoice. After getting your PAN, TDS Certificate will be released to you by our accounts department.

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'Kindly quote your PAN on your all Bills/Invoice/challans/vouchers otherwise amount of TDS will be deducted @of 20% or actual rate whichever is higher'.

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# PURCHASE ORDER ORIGINAL

Page : 6 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

## GENERAL TERMS & CONDITIONS:

Our General Terms & Conditions for Request for Quotation (RFQ) and Purchase Order governing this order is printed overleaf. However, in case of deviation or conflict in between the specific terms & conditions of the Purchase order & general terms and conditions, the specific terms and conditions shall prevail and override the general terms and conditions mentioned here.

-

## ORDER ACKNOWLEDGEMENT:

Please acknowledge this order by returning a copy of this order, duly signed with official seal on all pages. Also pls ensure that you mention the following Name and Address on the envelope:

## GENERAL TERMS & CONDITIONS

### 1. Scope of Work

The Supplier/Service Provider (hereinafter referred to as the Vendor) undertakes to supply Materials or provide the Services, as the case may be, strictly as per the terms and conditions mentioned in these terms and conditions.

### 2. Definitions:-

In construing the Agreement the following words and expressions shall have the meanings hereby assigned to them:

**2.1 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;

**2.2 Agreement** shall mean the Purchase Order and the Vendor's acceptance of the Purchase Order

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

**2.4 Conditions** shall mean these General Terms and Conditions as provided under this document.

**2.5 Company/Purchaser/Buyer** means NUVOCO VISTAS CORP.LTD., a company, incorporated under laws of India and having its registered office at Equinox Business Park, Tower-3, East Wing, 4th Floor, Off Bandra Kurla Complex, LBS Marg, Kurla (West), Mumbai-400070, India including its Affiliates

**2.6 Deleterious material** in the context of supply of Materials, 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.

**2.7 Effective Date** shall mean the date of the Purchase Order;

**2.8 Material** shall mean the goods, equipment, or products (or parts thereof) to be purchased or to be supplied as specified in accordance with the applicable Agreement and/or as specified in the Purchase Order in accordance with the terms and conditions mentioned herein and in the Purchase Order.

**2.9 Goods and Service Tax** means the Central Goods and Service Tax Act, 2017, the Integrated Goods and Service Tax Act, 2017, the Union Territory Goods and Service Tax Act, 2017, the Goods and Service Tax (Compensation to States) Act 2017, the applicable State Goods and Service Tax Act as passed by the concerned State and all the rules made there under, relevant notifications, circulars, clarifications and orders issued there under and any amendments made thereto and any reference to Goods and Service Tax payable or cess payable means tax payable under any of the aforementioned laws.

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# PURCHASE ORDER ORIGINAL

Page : 7 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

## 2.9.1 Change in Law

If, after the date of execution of this Agreement, there is any change in law, excluding any change(s) as result of interpretation by competent authority, tribunal & Court, which results in a change in the rate of any Tax included in the Vendor'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 Vendor of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

- (a) the Party requesting such revision shall promptly (and in any case prior to submission of the Vendor's final invoice under this Agreement) but not later than 7 business days notify the other Party that such change in law has arisen; and
- (b) 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 shall not apply to changes in Personal Income tax or Corporate Income Tax or to changes in non-Indian Taxes.

**2.10 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.

**2.11 Personnel** shall mean any personnel provided by Vendor and utilized to perform the Services at the specified / agreed location.

**2.12 Purchase Order** shall mean (i) the written instruction by Purchaser issued to the Vendor 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.

**2.13 Purchasing Group or Buyer Group** shall mean and include Purchaser/ Buyer and its Affiliates and the term Buyer or Purchaser may be used interchangeably for each other.

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

**2.15 Services** means the tools, equipment, materials, supplies, services and Personnel provided/ to be provided by the Vendor to the Company and the work to be carried out as per the terms and conditions of the Agreement and of this Purchase Order. Provided however, that the same shall not include purchase / sale of Material.

**2.16 Site** shall mean the location where Vendor is required as per the Purchase Order to supply the Material and/or provide the Services.

**2.17 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.

**2.18 Vendor Group** shall mean and include Vendor, its Affiliates and its and their sub-Vendors and Vendors of any tier

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# PURCHASE ORDER ORIGINAL

Page : 8 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

and its and their respective Affiliates and the term Vendor or Seller may be used interchangeably for each other.

**2.19 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.

**2.20 Vendor/Service Provider/Supplier** shall mean any person, body corporate, firm, proprietorship or any other individual person or any other legal entity to whom the Company places its Purchase Order for supply of Services/and or Goods, as the case may be. The term shall also include its Affiliates, unless otherwise specified to the contrary in writing by the Company.

### 3. Interpretation

3.1. In this Agreement:

- a. Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;
- b. Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;
- c. 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;
- d. References to persons include companies, corporations, partnerships associations, and other organizations whether or not having a separate legal personality;
- e. 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;
- f. Including means Including without limitation;
- g. 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;
- h. The term Agreement or Contract may be used interchangeably for each other in this document and shall be construed as referring to the same context.
- i. 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.

### 3.2. General

- a. Any change in the terms and conditions will be binding only if fresh or modified terms and conditions are issued by

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# PURCHASE ORDER ORIGINAL

Page : 9 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

the Company.

b. The terms and conditions stated herein shall apply mutatis mutandis depending on whether the Contract is for supply of Materials and / or provision of Services, as the case may be.

c. Any special terms and conditions mentioned in Purchase Order shall be read in conjunction with these general terms and conditions. Where any of the general terms and conditions is repugnant to or at variance with the special terms and conditions, the special terms and conditions shall prevail, to that extent.

#### 4. Representation & Warranties

4.1. The Vendor 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/or perform the Services as detailed in the scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.

ii. It has and will have all the requisite power, authority and approvals required to enter into and perform 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 order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.

vi. It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in ensure full compliance with all applicable laws.

vii. 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;

viii. 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 Vendor shall not infringe the IPR of any third party;

ix. The Vendor represents that there is no inquiry/investigation pending by the Police against the Vendor or its employees. The Vendor 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 Vendor and/or to the Vendor's employees;

x. The Vendor shall be liable for all fines, penalties and the like of parking, traffic and other criminal offences

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# PURCHASE ORDER ORIGINAL

Page : 10 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

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 Vendor accordingly indemnifies Company against all such liability.

xi. The Vendor 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 Vendor. 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.** Vendor warrants and guarantees that :

i. all Material or Services 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 all defects including but not limited to defects in design, material and workmanship (including latent defects);

ii. if the Material are manufactured by reference to Vendor data or other specified data provided by Purchaser, the Material shall have been manufactured in accordance with such data;

iii. if the Material are sold by sample than 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;

vi. in the case of the Material or Services, 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; and

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

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

**4.5 Specification Variation** Buyer may, at any time, make changes within the general scope of the Agreement and/or Purchase Order by giving written notice to Vendor. 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, Buyer and Vendor 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 Buyer and acknowledged by Vendor in writing.

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# PURCHASE ORDER ORIGINAL

Page : 11 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

## Clause 4.6 & 4.7 & 4.8 APPLICABLE ONLY IN CASE OF SERVICE CONTRACTS

**4.6 Obligations of Vendor :** Vendor shall comply with all laws, rules, regulations including but not limited to labour laws, rules, regulations or labour tribunal or conciliation officer or court order or directives of any government authority having jurisdiction over Vendor's activities directly or through contract labour whether within or outside the premises of the Company and shall release, defend and indemnify the Purchaser against any levies, fines and penalties which may be asserted or assessed against the Purchaser by reason of violation of such laws, rules, regulations or directives by any member of Vendor Group.

Company reserves its right to demand adequate security for subsequent transactions as a surety for non-adherence of any statutory laws by the Vendor, in case there is a breach (actual, threatened or perceived) of any statutory laws. Provided however that the exercise of any such right to demand surety by the Purchaser shall not absolve the Vendor of any of its obligation / liabilities under this Agreement and / or the law.

Anything contained under Clause 4.6 above shall be without prejudice and will be in addition to, and not in substitution to any other clause under this Agreement including annexures thereof.

### 4.7 Legal Compliance:

4.7.1. The Vendor shall ensure that the performance of this Agreement and provision of the Services complies to all provisions of the relevant legislations, regulations and by-laws of the central/state/local authorities having jurisdiction at the Site and, shall, unless mentioned otherwise in technical scope of work, arrange for all necessary statutory approvals at its own cost.

4.7.2. The Vendor shall give all notices required under the said acts, regulations and/or by-laws and shall indemnify the Purchaser towards any omission or commission in this regard.

4.7.3. The Vendor shall be responsible for observing all statutory laws as applicable including following :

Mines Act  
Payment of Wages Act and Payment of Bonus Act  
Minimum Wages Act  
Contract Labour (Regulation and Abolition) Act, 1970  
Employees Liability Act  
Factories Act, 1965  
Payment of Gratuity Act, 1972  
# Workmen/Employees Compensation Act  
Apprenticeship Act  
Employee PF & Miscellaneous Provisions Act, 1952  
Family Pension Scheme  
Deposit Linked insurance  
Modern Slavery Act 2015

Any other enactment/ rule in force or made applicable from time to time.

4.7.4. The Vendor shall take Workmen Compensation Insurance Policy to enable him to discharge various liabilities under Workmen/Employees Compensation Act.

4.7.5. The Vendor shall take valid labour license and shall submit the copy of it to the Buyer before commencement of the Services.

4.7.6. The Vendor shall pay to his workers, minimum wages plus other statutory benefits as per the Minimum Wages Act or as prescribed by Purchaser for such jobs, whichever is higher. The wages to other semi-skilled & skilled workmen will be proportionally on higher side as applicable.

4.7.7. The Vendor shall obtain group insurance policy for the entire contract period for their employees and the same

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# PURCHASE ORDER ORIGINAL

Page : 12 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

shall be submitted for verification within seven (7) days of awarding the contract.

4.7.8. Anything agreed by the Vendor but prohibited under any provision of the Indian Foreign Exchange Management Act, 1999 and amendments thereof, except with the permission of the Government of India and / or the Reserve Bank of India, shall be done only after such permission is granted.

4.7.9. The Vendor also undertakes to adhere to the following compliance:

a. Employment of any person under the age of 25 years in the factory or premises of the Company is prohibited. The Vendor shall furnish valid government document(s) as proof of identify and age for all its employees/workmen working within premises or establishment of the Company.

b. The Vendor will engage his own labour who will be working under his supervision and disciplinary control. The Vendor shall be responsible to obtain labor license against each Purchase Order, as applicable, and share the copy thereof with the Company.

c. The Vendor shall maintain muster roll in the prescribed statutory form or amendments thereof. If permission to sub-contract the Purchase Order is granted by the Company, the Vendor will be responsible for ensuring that each of the sub-contractors maintains a similar muster roll for the labour employed by it. This muster roll shall always be available during working hours at the Site of the Work for inspection by the representatives of the Company or the competent authority under the applicable laws.

d. The Vendor shall be responsible to obtain separate P.F. Code under the provisions of Employees Provident Funds & Miscellaneous Provisions Act, 1952, so that the Vendor can deposit the P.F. contribution of its employees and ensure proper compliance with the P.F. authorities.

e. The Vendor shall be responsible to obtain separate ESIC Code, if applicable, under the provisions of Employees State Insurance Act, 1948, so that the Vendor can deposit the ESIC contribution of its employees and ensure proper compliance with the ESIC authorities. In absence of ESIC, the Vendor shall obtain appropriate Workmen/Employees Compensation policy for its workforce and share the copy thereof with the Company.

f. The Vendor shall abide by the minimum wages stipulated by Government from time to time for payment to its employees. If the Vendor fails to make payment of any dues to its employees or to provide any amenity and benefits which the Vendor is obliged under law to pay /provide, the Company in that event shall be entitled to recover, the amount so paid or the cost of amenity / benefits so provided on behalf of the Vendor, from the Vendor in terms of this Purchase Order.

g. The Vendor shall attach muster roll, PF challan & ESIC challan of previous month(s) along with bills or invoice for checking/verification of compliance by the Company.

h. The Vendor shall abide by all the rules and regulations of the Company, including Occupational Health and Safety Rules and Environmental Regulations (HSE).

i. Any transport vehicle carrying goods of the Vendor shall produce necessary documents (pertaining to compliance with the local laws and regulations) both of the vehicle and the goods carried at the gate of the works of the Company, failing which the Company shall be entitled to refuse entry of such vehicle or the goods inside its premises. Any penalty imposed on the vehicle or the goods by any authority in this regard would be payable by the Vendor or recovered from the Vendor as per the terms of this Purchase Order.

## 4.8 Obligations of the Vendor

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# PURCHASE ORDER ORIGINAL

Page : 13 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

The Vendor undertakes:

(a) To execute the assigned work diligently and to the satisfaction of the Company. In case of any complaint, the decision of the Company shall be final and binding upon the Vendor.

(b) If at the request of the Vendor, materials are supplied / given on hire by the Company to the Vendor on a chargeable basis, (which the Company is not obligated to provide in terms of the Purchase Order), the rates for the said materials as decided by the Company shall be binding on and recoverable from the Vendor. It shall be the responsibility of the Vendor to enquire and ascertain the rates from the Company prior to acceptance / utilization of the Materials. The Vendor shall utilize any free issue materials or assets of the Company, solely for the purpose for which they have been entrusted to the Vendor.

(c) On completion of the Purchase Order, the Vendor shall return all the materials given to it and in case the Vendor cannot return or is not able to return such materials; its value will be recovered from the Vendor in the manner deemed fit by the Company.

(d) Where the Vendor is executing any work at its Site, the Vendor shall furnish to the Company interim progress reports pertaining to its manufacturing process / delivery position, as required by the Company from time to time. The Company may, at any time, depute its personnel to visit the Vendor godown / site for scrutiny / verification of its materials or assessment of the progress of the work.

(e) The Vendor using motor vehicles and other equipment within the factory or premises of the Company must take proper insurance policies covering third party risk or accident to the plant, machinery and workers of the Company.

(f) All requirements pertaining to the welfare of the workforce deployed by the Vendor, including but not limited to medical treatment and insurance, must be taken care of by the Vendor and the Company shall not be responsible in any way.

(g) The Vendor shall issue photo identity cards to its employees working in the Company premises and shall furnish to the Company a list of names of its employees with the copy of the identity cards issued by the Vendor.

(h) The Vendor shall remove all its tools, tackles within fifteen days after completion of the work or determination or termination of the Purchase Order, as the case may be, failing which the Company shall be entitled to utilize in any other work by any other Vendor. The Company may, at its discretion, either sell or remove the same to the muck dump at the cost and expenses of the Vendor.

(i) All electrical/IT equipment supplied to the Company, if any, including software should be licensed with adequate certification.

(j) The Vendor would alone be responsible to keep vigil, post watchman to guard / protect / secure its properties. The Company would not be liable in any manner whatsoever for any shortage or theft until the materials of the Vendor are handed over to the Company against official receipts.

(k) The Vendor must inform the Company about any change in its constitution, shareholding or Control prior to its applicability.

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# PURCHASE ORDER ORIGINAL

Page : 14 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

## 5. Delivery

5.1 The Vendor shall deliver each order to the delivery location as specified by Company by the delivery date as specified in the Purchase Order.

5.2 Delivery shall be complete on the completion of unloading of the order and unconditional acceptance of the same by Company.

5.3 The Vendor must ensure that the Materials are delivered in properly packed condition, if required, to avoid any damage in transit. The Materials delivered shall comply with the description or samples or specifications of the Company. The Materials shall always be subject to detailed inspection by the Company for ascertaining whether the Materials are in conformity with the Agreement or not, and until then the Company shall be deemed to have not accepted such Materials and upon any rejection of Materials, the Vendor shall be deemed to have failed to deliver the Materials in accordance with this Agreement. The Company shall, in that event, at its sole discretion, be entitled to purchase the Materials from other sources at Vendor's cost after due notice to Vendor. In such event, the Vendor shall be liable to pay/reimburse to the Company, the price at which such Materials have been purchased by the Company from other sources. Without prejudice to above, the Vendor undertakes to indemnify the Company for any loss or damage suffered by the Company in this regard.

5.4 Within 15 days from the receipt of the intimation from the Company of rejection of the Materials, the Vendor shall remove, at its own cost and efforts, the rejected Materials from the place of delivery as mentioned in the Purchase Order or wherever such Materials are lying. The Company shall not be responsible for, or be held liable to, any loss, damage or deterioration of the rejected Materials whatsoever and such Materials shall be entirely at the Vendor's risk. The Vendor shall pay to the Company reasonable storage charges and other expenses for storing such rejected Materials, if any, incurred by the Company.

## 6. Liquidated damages

6.1 If the Vendor fails to deliver the ordered quantities of Material at the agreed time and place, and/or fails to provide the Services, then (without prejudice to any other rights and remedies Company may have) Company shall be entitled to claim from Vendor liquidated damages. The percentage and the upper capping of Liquidated damages shall be as mentioned in the Purchase Order. Company shall have the right to terminate the Agreement, once the maximum capping of the Liquidated damages is reached.

6.2 The Vendor hereby acknowledge and agree that the sum specified in Section 6.2 represents a genuine pre-estimate of the amount of loss and not a penalty that will be suffered directly by the Company in respect of delay in supply of Material and/or provision of Services.

## 7. WARRANTY PERIOD

7.1 The duration of the warranty period and the warranty terms shall be as mentioned under the Purchase Order.

7.2 If Vendor is required to repair or replace defective Material, the warranty period shall renew for the repaired or replaced Material from such date of repair or replacement. This renewed warranty period shall be for such original warranty period.

## 8. Invoicing, Taxes Payment and Insurance:

8.1 Payment of bills or invoices shall be made as per the terms of the Purchase Order.

8.1 The Vendor shall submit the invoices (both original & duplicate) along with the delivery of the Materials or

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No signature is required, since it is a system generated order.

# PURCHASE ORDER ORIGINAL

Page : 15 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

performance of the Services. The Purchaser reserves the right to reject the Materials or Services received without the invoices.

8.2 The Vendor shall ensure that the invoices submitted in accordance with Clause 8.1 are complete in all respect and shall specify descriptions as required under the Goods and Services Tax and other Applicable Laws.

8.3 The Purchaser shall not be liable for any tax or levies or duties or charges for any reasons whatsoever, unless specifically mentioned in the invoice issued along with the delivery of the Materials or performance of the Services.

8.4 Vendor shall submit sufficient supporting document(s) along with its invoice for freight amount paid and consequently claimed by the Vendor, if the accepted freight term as extra to be paid by the Purchaser.

8.5 Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at any time from the Vendor to the Purchaser against any amount payable by the Company to the Vendor..

8.6 Vendor shall not suspend deliveries of Goods and/or provision of Services for any payment delays on account of Disputed Invoices (as defined below).

8.7 The Company shall have the option to reject any invoice, which is not accompanied with the requisite documents or otherwise deemed fit by the Company. In such event, the Vendor shall submit the revised invoice along with the requisite documents.

8.8 If Buyer disputes all or any part of any invoice, it shall notify Vendor specifying the disputed parts thereof. Vendor shall withdraw the disputed invoice and submit an amended invoice for the undisputed amount and Buyer shall pay this amount within a reasonable time. Purchaser and Vendor shall endeavor to settle the disputed amount as quickly as possible through good faith negotiations.

8.9 Vendor 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 Vendor, arising out of the Vendor'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.

8.10 All statutory levies i.e. Customs, SGST, CGST and IGST etc. will be charged separately in the invoice by the Vendor..

8.11 The Vendor shall ensure to mention material HSN code in case of Material supply and SAC (Service Accounting Code) in case of Services mentioned in invoice. The GSTIN No. of Company should be mentioned in every invoice and the invoice no. should not exceed 16 digits including special characters; only - and / are allowed as special character. Further, tax type and % of GST should be separately mentioned.

a) Generation of e-way bill is mandatory therefore generate the e-way bill and mention its number in the invoice and attach the copy of the e-way bill along with the dispatch documents &

b) Non fulfillment of the above procedure may result into holding up of payment processing or delayed processing of payment with appropriate penalty.

**Further note that generating and submitting invoice through the Company's portal is mandatory effective 15th February, 2019.**

8.12 The Company shall deduct any applicable Indian and/or foreign withholding taxes on payment(s) to be made to the Vendor.

8.13 Any new levies, taxes and duties imposed by a competent authority by way of fresh notification(s) subsequent to the issue of the Purchase Order, but within the stipulated validity period of the order, shall be mutually agreed by the Parties.

8.14 In case of credit loss of input tax credit due to non deposit, non-upload of invoice, upload made against wrong GSTIN or delay in deposit of any tax/duties by the Vendor or non disclosure of sale/supply or any other reason under IGST/CGST/SGST Act & Rules as amended from time to time, the Company shall be entitled to charge to and/or recover the input credit loss and other incidental losses from the Vendors' outstanding invoices. Without prejudice to above, the Vendor undertakes to indemnify the Company for any loss or damage suffered by the Company in this regard.

8.15 The Company will not reimburse taxes or duties which has been paid arising out of any demand raised by the tax

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# PURCHASE ORDER ORIGINAL

Page : 16 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

authorities alleging any non-levy or short levy by reason of fraud, collusion or any willful mis-statement or suppression of facts or contravention of any provisions of the laws with intent to evade payment of tax or duty by the Vendor. The Company will not be liable to reimburse any interest or penalty arising out of any default on the part of the Vendor.

8.16 In case of reduction in duties of taxes / levies or any modification in the tax regime at the time of rendering of Services, the benefit of the same will be passed on to the Company. Notwithstanding what is stated above, changes in taxes, duties and levies shall apply only to the unexecuted portion of Contract as on the date of notification by the competent authorities.

8.17 **Manner of issue of invoices:** Vendor shall be responsible to issue documents required for movement of Materials and the Company shall not be liable for any loss arising due to confiscation of Materials by Government agencies on account of lack of proper documents or any miss-declaration. Where the supply of Materials/ Services are liable to GST under reverse charge mechanism, then the Vendor should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".

#### 8.18 Audit and Inquiry

a) If the Company has a reasonable basis to believe that Vendor or any related party has taken or failed to take any action that may subject Company or its Affiliates to liability under the Anti Corruption Laws or any other non-compliances, Vendor agrees that the Company shall have the right (but not the obligation) upon written notice to Vendor, to make due inquiries from the Vendor and its related parties to determine to the Company's reasonable satisfaction whether any actions or failures to act on behalf of Vendor or its related parties may subject the Company to such liability, Vendor will cooperate in good faith.

b) Company shall have the right of access to Vendor's premises with reasonable prior notice to inspect the progress of work or the performance of Services to otherwise satisfy itself as to compliance of the Agreement and agreed delivery dates. Vendor shall procure similar rights of access for the Company at the premises of any sub-Vendor. Inspection of the progress of work and the performance of the Services by Purchaser shall in no way relieve Vendor of its liabilities and obligations under the Agreement or otherwise.

#### 9. Passing of Ownership, Risk, Copyright, Patents and other Proprietary rights etc. ( IPR )

9.1 Unless otherwise stated in the Purchaser Order, Materials or Services shall remain at the risk of the Vendor until delivered in a deliverable state to the Buyer and in the manner specified in the Purchaser Order and subject to completion of sampling, performance testing or lab analysis by the Buyer as per the requirement of the specifications; or in case, manner of delivery is not specified in the Purchaser Order, then shall only pass to the Buyer 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.

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

9.3 Where the Buyer rejects any Materials or Services in accordance with these conditions, such Materials or Services shall be deemed to have remained the property and risk of the Seller at all times.

9.4 Materials or Services supplied by the Buyer to the Vendor for servicing or repair shall remain from the time of collection or receipt until re-delivery at the place or places and in the manner instructed by the Buyer at the absolute risk of the Vendor in regard to any loss or damage.

9.5(a) If any Material purchased or supplied or Services performed or provided under the Agreement and/or Purchase Order

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# PURCHASE ORDER ORIGINAL

Page : 17 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

involves a patent, copyright, trademark, or proprietary information (IPR), Vendor hereby grants Purchasing Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge. Without prejudice to the above, the proprietary rights in relation to IPR of the Vendor shall continue to vest with the Vendor.

(b) The Vendor shall not claim any proprietary and/or other right in respect of the Intellectual Property Right of applied to/used in relation to the Materials /Services supplied by the Vendor. The Vendor shall apply the Intellectual Property Right of Company strictly upon/in relation to the Materials that are to be supplied to the Company hereunder and such use shall be for and on behalf of the Company and shall not entitle the Vendor to claim any rights or title in respect thereof.

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

(d) Vendor shall at all times be responsible for and 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 Vendor.

## 10. Consequences of Default

10.1. If the Vendor, breaches any of the warranties or representation under the Contract or breaches any other provision of the Contract or any of the Materials or the Services otherwise fail to comply with the provisions of the Contract; the Buyer shall notify the Vendor of the failure of the Materials or Services to comply with the Contract or the breach of warranty, as the case may be.

10.2. If the Vendor fails to rectify such breach in supply of the Materials or Services under this Contract, which being capable of remedy are not remedied within 14(fourteen) days of notice of such default, the Buyer may at its discretion and without prejudice to other rights and remedies under the Contract or otherwise, avail itself of any one or more of the remedies as hereunder:

- (a) reject the Materials or Services (in whole or in part) which are not in deliverable state as per the conditions of the Contract at the risk and cost of the Vendor and Vendor shall immediately pay to the Buyer a full refund for the Materials or Services so rejected.
- (b) give the Vendor the opportunity at the Vendor's expense either to remedy any defect in the Materials or Services or to supply replacement Materials or Services 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 Company;
- (c) refuse to accept any further deliveries of the Materials or Services or subsequent performance of the Services which the Seller attempts to make, in each case without any liability to the Vendor;
- (d) carry out or procure that some other person carries out at the Vendor's expense any work necessary to make the Materials or Services comply with the Agreement (including but not limited to freight, disassembly and reassembly);
- (e) instruct the Vendor to suspend performance of its obligations under this Agreement with immediate effect and to take such steps as the Company may direct in order to remedy such breach at the Vendor's expense;
- (f) claim such damages foreseeable or otherwise as may have been sustained consequential to such breach or breaches of the Agreement as per terms and conditions of Agreement PO or under applicable Trade Usage taking into account the prevailing trade practice or scientific data of potential loss attributable to usage of such Materials or Services;
- (g) opt to use or consume the Materials or Services in the event of non-availability of substitute Materials or Services or to maintain operations of the plant or to avoid plant shut down but without prejudice to its right to claim damages attributable to consequences arising due to off-spec Materials or Services;

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No signature is required, since it is a system generated order.

# PURCHASE ORDER ORIGINAL

Page : 18 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

(h) obtain substitute Materials or Services or purchase substitute services elsewhere and recover from the Seller any expenditure reasonably incurred by the Company in obtaining the Materials or Services in substitution from another Vendor.

10.3. If the Buyer exercises its rights under conditions (b),(d) and/or (e) above in respect of Materials or Services which do not, in the Buyer's opinion, meet the requirements specified in the Contract, the Vendor shall grant necessary right to the Buyer to utilise the relevant Materials or Services until such time as they meet those requirements.

10.4. 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 Company in its sole discretion, shall not prejudice any right / claim of the Company 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 Vendor. Any damages so determined by the Company shall be paid by the Vendor within fifteen (15) days. The levy of damages / acceptance of performance, as above, shall not prejudice any rights of the Company as per other terms of this Agreement / Purchase order.

10.5. The Company may terminate the Agreement in whole or in part or to rescind the Purchaser Order, in each case without any liability to the Seller.

10.6. The Company reserves the right to reject Materials or Services in case it is supplied prior to the scheduled delivery date until otherwise specifically waived-off in writing by a representative from the Company's commercial department, prior to dispatch.

## 11. ADVANCE BANK GUARANTEE [APPLICABLE ONLY IF ADVANCED BANK GUARANTEE IS REQUIRED TO BE FURNISHED]

11.1. The provisions of this clause shall be applicable only in those cases wherein the Vendor is required to furnish an advance bank guarantee as per the terms and conditions of this Agreement.

11.2. The Vendor shall furnish an irrevocable, unconditional bank guarantee equivalent to 100% of the Advance Payment, from a scheduled bank acceptable to the Company (acting reasonably) and in the form and manner required by the Company or otherwise approved by Company and shall be valid till the expiry of the Contract to be paid by the Company to the Vendor as per the terms and conditions of the Contract as security for the Advance Payment made by the Company to the Vendor and to secure all other obligations of the Vendor under this Contract (the **Advance Bank Guarantee**) as a condition precedent to the release of Advance Payment.

11.3. The Vendor shall renew the Advance Bank Guarantee ten (10) days prior to the date the Advance Bank Guarantee expires (**Expiry Date**) in case of any extension to the Term. If the Vendor does not submit a renewed Advance Bank Guarantee ten (10) days prior to the Expiry Date, with the Company, the Company shall have the right to immediately draw down complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Vendor provides a replacement Advance Bank Guarantee for the equivalent amount.

11.4. The Vendor shall renew the Advance Bank Guarantee or otherwise submit an additional Advance Bank Guarantee, as duly required by the Company, on account of change in the Contract Value or in case of any upward revision to the Advance Payment, pursuant to a variation or amendment to the Contract, within ten (10) days of being so notified by the Company. If the Vendor does not submit to the Company a renewed Advance Bank Guarantee or an additional advance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down the complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Vendor provides a replacement advance bank guarantee(s) for the equivalent amount.

11.5. In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Advance Bank Guarantees under in the following:

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# PURCHASE ORDER ORIGINAL

Page : 19 of 27

PO No. and Date :

4205005159 23.08.2024

Amendment No and Date:

Your Reference:

i) failure by the Vendor to perform the Services in accordance with terms and conditions of Vendor, to the satisfaction of the Company; or  
ii) Any inadequate adjustment of the Advance Payment; or  
iii) failure by the Vendor to duly perform any of its obligations under this Agreement; or  
iv) any valid claim made by the Company accruing due to any acts/omission of the Vendor and the Vendor fails to pay the Company for such a claim immediately upon such demand.

If the Vendor fails to provide, maintain or renew the Advance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Advance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

## 12. Risk purchase

Without prejudice to any other right under this Agreement and or at law, in the event of any delay in supplies or any breach in supply of the Materials or Services, the Company shall be at liberty to either (a) continue the contract with due liquidated damages; or (b) engage any other agency, parallel to the Vendor, to complete part of the balance supply at the risk and cost of the Vendor; or (c) cancel the contract and get the balance supply done from any other agency at the sole risk and cost of the Vendor. The additional cost and expenses so incurred by the Company in procuring the whole or part of Materials or Services shall be liable to be recovered from the charges payable to the Vendor or the Security deposit or Bank Guarantee so deposited by the Vendor.

## 13. Permits, licenses, encumbrances, liens etc.

13.1. The Vendor shall ascertain and comply with the applicable laws in performance of the Agreement and shall obtain and keep in good standing all approvals, permits and licenses, right of way, as the case may be, which are necessary or expedient for the performance of his obligation under the Agreement. These approvals, permits and licenses shall be valid and acceptable under appropriate laws.

13.2. The Vendor shall not cause or permit any lien, attachment or other encumbrance other than for borrowings in the ordinary course of business.

## 14. Set Off:

Any money payable by, or recoverable from, the Vendor, owing to its breach, delay and/or default under this Purchase Order, shall be recoverable by the Company, at its discretion from any money payable to the Vendor by the Company under this Purchase Order or under any other contract, by deducting such sums from the amount due to the Vendor or from the Security Deposit of the Vendor under this Purchase Order or any other contract. This remedy is in addition, and not in derogation to any other remedies available to the Company under the Agreement, law, equity or otherwise.

## 15. Intellectual property rights

The Vendor shall not claim any proprietary and/or other right in respect of the Intellectual Property Right of applied to/used in relation to the Materials/Services supplied by the Vendor. The Vendor shall apply the Intellectual Property Right of Company strictly upon/in relation to the Materials that are to be supplied to the Company hereunder and such use shall be for and on behalf of the Company and shall not entitle the Vendor to claim any rights or title in respect thereof.

## 16. Indemnity:

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# PURCHASE ORDER ORIGINAL

Page : 20 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

16.1.The Vendor shall defend, indemnify and hold the Company, its directors, officials & employees etc., harmless from and against any and all against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with 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 Vendor of its obligations under this Agreement.

16.2.The Vendor shall be liable for and shall defend, indemnify and hold the Purchaser, its directors, officials & employees etc. harmless from and against and all Claims arising out of or in connection with the performance of this Agreement by the Vendor.

16.3.Vendor shall at all times the 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 Vendor Group.

16.4.In the event the Purchaser is entitled to indemnification and intends to seek indemnification under this Clause, Purchaser shall promptly give Vendor notice of such Claim or action and the Vendor shall have the right to assume the defend of any such case at its own cost and expense.

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

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

16.7.It is the express intention of the parties hereto that the provisions of this Agreement/ Purchaser 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 Vendor 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.

## 17. Housekeeping

The Vendor will be responsible for house-keeping of the concerned area of work during execution of Purchase Order. Housekeeping / cleanliness and safety of the workforce in your area of work will be the Vendor#s responsibility. While processing the bills for payment, it will be verified whether proper housekeeping & safety parameters have been adhered to. In the event of failure to maintain proper housekeeping, the Company reserves the right to levy appropriate penalty.

## 18. Environmental Norms

The Vendor will be responsible for compliance with all environmental regulation applicable to Company as per instruction of Company representative of concerned department. The crew employed for executing the contract work should be aware of environmental requirement of Company. The Vendor will have to ensure that all the scrap/waste is cleaned from the Site, after the completion of job without causing any impact on environment.

## 19. Occupational Health & Safety:

The Vendor will have to abide by all occupational health & safety rules and regulations as prescribed under various statutes or as may be instructed by the Company in writing from time to time and also ensure safety of its people while at work, failing which necessary action will be taken as deemed fit. The Vendor will be required to sign a declaration with departmental head before start of work to the effect that the Vendor is conversant with the safety requirements pertaining to the respective area of work,

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# PURCHASE ORDER ORIGINAL

Page : 21 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

## 20. Mistake, Fraud, Misrepresentation etc.

No rights shall accrue to the Vendor or any obligation arise for the Company, if it is discovered at any time that the consent of the Company was obtained through fraud or misrepresentation or cheating or inducing mistake as to any fact material to such consent by Vendor or any Representative of the Vendor.

## 21. HSN/SAC

In case of receipt of advance, the Vendor undertakes to raise the necessary statutory document i.e. Receipt Voucher (in the format as prescribed under GST Act and Rules made there under). Further, the Vendor declares to raise the prescribed documentation governing the movement of goods.

## 22. Discounts:

Any known discount should form part of terms of the Purchase Order and invoice / credit note with the requisite detail as required under the GST law, to enable COMPANY to claim GST adjustment.

## 23. Other points:

Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Vendor's account. The Purchase Order/Works Order/Service Order shall be void, if at any point of time Vendor is found to be a black listed dealer as per GSTIN rating system and further no payment shall be entertained. The Vendor shall communicate to COMPANY with regard to any change in the registration, issue of blacklisting or any noncompliance irrespective of the fact that whether such events are attributable to the Vendor or not. Any local levies and or other charges levied by any Central/State/Local authorities wherever applicable shall be extra and Vendor shall be liable to discharge the same.

## 24. Anti-profiteering Rules 2017

Any economic or tax benefit arising out of the implementation of GST Act is mandatorily required to be passed on to Company by the Vendor. Similarly, the benefits enjoyed by the Vendor and other players in the supply chain are also required to be passed on to the vendor by them, which in turn shall be passed on to Company by way of price reductions. Accordingly, Vendor is expected to pass on any direct or indirect benefits arising thereon. The responsibility to pass on the above benefits vests with you, as 'responsible Vendors' and Company reserve its right to understand and seek the manner/ mechanism in which such benefits are passed on to Company.

## 25. MSMED CLAUSE:

You are mandatorily required to submit the MSMED certificate, if applicable.

## 26. Force Majeure:

26.1. For the purposes of this Agreement, Force Majeure means the occurrence of any event of circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that demonstrably could not have been foreseen by the Parties; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this Agreement.

Subject to clause 26.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances,

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# PURCHASE ORDER ORIGINAL

Page : 22 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

but only to the extent that each satisfies the above requirements as provided under Clause 26.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 26.1 any direction, judgement, decree or any other order passed by any judicial/quasi-judicial/ administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force majeure Events)

## FORCE MAJEURE EXCLUSIONS

Force Majeure will expressly not include the following conditions, except and to the extent that they result from an event or circumstance otherwise constituting Force Majeure:

26.1.1 unavailability, late delivery or changes in cost of machinery, equipment, materials, spare parts or consumables;

26.1.2 failure or delay in performance by any Subcontractor;

26.1.3 normal wear and tear or flaws in materials and equipment or breakdowns in equipment.

26.1.4 any labour unrest/strikes or any other event of the like nature caused by the personnel of the Vendor (which includes its subcontractors) shall not be considered as a force majeure occurrence

In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such 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. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt. 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. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.

Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expenses, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective parties.

## 27. Termination & Suspension:

27.1 Either Party 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 (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

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# PURCHASE ORDER ORIGINAL

Page : 23 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

proceedings, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) either party's creditors attach or take possession of all or a substantial part of said party's assets; the foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the party, frivolous or vexatious; or (b) 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.

(iv) Notwithstanding anything contained herein to the contrary, The Purchaser may terminate all or part of this Agreement by one (1) month's written notice without assigning any reason whatsoever or if the Vendor fails to obtain any approval required under the terms of this Agreement or if the price of the Material falls below 95% or exceeds 105% of the benchmark market index rates.

27.2 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) have accrued before expiration or termination, as the case may be.

27.3 In the event of Vendor'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.

27.4 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 Vendor for any reason whatsoever. The Purchaser shall promptly notify the Vendor in writing of the same.

27.5 In the event of written notice pursuant to Clause above, Vendor's failure to perform the Purchase Order to the standards required by the Purchase Order and Vendor'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.

27.6 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 Vendor'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 Vendor with regard to the disposal of the Material stored at Vendor's premises. The proceeds of the disposal shall be adjusted against any compensation payable hereunder.

## 28. Arbitration

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, by meeting(s) between senior management representatives of each Party. 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 Indian Arbitration and Conciliation Act 1996. The arbitration shall be conducted as follows:

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# PURCHASE ORDER ORIGINAL

Page : 24 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

(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 Mumbai, India.

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

(iv) It is clarified that the works under the Agreement shall be continued by the Vendor during the arbitration proceedings unless otherwise directed in writing by the Purchaser/Company. Save as those which are otherwise expressly provided in the contract, no payment due or payable by the Purchaser shall be withheld on account of such arbitration proceedings, unless it is the subject matter or one of the subject matters thereof.

## 29. Governing Law and Jurisdiction

This Agreement shall be governed by, construed and enforced in accordance with the laws of India. The parties submit to the exclusive jurisdiction of the courts of Mumbai, Maharashtra, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

## 30. Assignment and Subcontracting

30.1 Vendor 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. Vendor shall have a written contract in place for each approved sub-Vendor prior to such sub-Vendor performing any Services or supplying any Material. Vendor shall assume full responsibility for the acts or omissions of Vendor's sub-supplies of any tier. All of Vendor'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.

30.2 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.

## 31. Recourse of the Parties

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

31.2. 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 Vendor. The obligations and liabilities of Purchasing Group issuing Purchase orders are several and not joint.

31.3. It is clarified that under no circumstances, by virtue of this Agreement, will the employee/workers of the Vendor 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.

## 32. Waiver and Remedies

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# PURCHASE ORDER ORIGINAL

Page : 25 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

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.

### 33. Relationship between Parties

Nothing contained in the Agreement is intended to, or shall operate to, create a relationship of partnership or employer employee or joint venture between the parties. Nothing in the Agreement constitutes either party as the agent or legal representative of the other party or creates any fiduciary relationship between the parties. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other or commit or purport to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) or pledge the credit of the other party for any purpose.

### 34. 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.

### 35. Amendment

This Agreement may be amended, modified, renewed or extended by a 15(fifteen) days written instruction/ notice given by the Purchaser.

### 36. Code of Business Conduct:

Vendor confirms having read and understood the Company's Code of Conduct, a copy of which has been set out on the Company's Website at <https://nuvoco.com/corporate-governance> and which inter alia includes (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of all anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010; and (ii) adherence to the insider trading prohibition laws and regulations of all jurisdictions where securities of the company or its Affiliates may be listed including but not limited to SEBI (Prohibition of Insider Trading) Regulations, 2015 [SEBI (PIT) Regulations, 2015], which inter alia prohibits the Vendor and its employees and associates from trading in the securities of the Purchaser based on any #Unpublished Price Sensitive Information#. The Vendor confirms that he/she has read the relevant regulations stated above and policies of the Purchaser at the time of entering into this Agreement and undertakes to abide by the terms thereof to the fullest extent at all times. The Vendor affirms that it has formulated a Code of Conduct and instituted appropriate measures to comply with the requirements of SEBI (PIT) Regulations, 2015 as amended from time to time.

The Code of Conduct enlists compliance with the following acts and regulations:

The UK Bribery Act (UKBA)

The Foreign Corrupt Practices Act (the FCPA)

SEBI (PIT) Regulations, 2015

The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (Prevention of Workplace Sexual Harassment Act)

Modern Slavery Act, 2015

Annexure I # Code of Conduct to these General Terms & Conditions shall be deemed accepted by Vendor as an integral part of this document.

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# PURCHASE ORDER ORIGINAL

Page : 26 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

If at any time during execution or performance of this Agreement the Seller 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 Seller must report the same immediately at [compliance.india@nuvoco.com](mailto:compliance.india@nuvoco.com)

Without prejudice to any other right under this Agreement, Purchase Order(s) and or at law, if the Vendor fails to comply with the Company's Code of Conduct, the Buyer may immediately terminate the Contract by giving 24 hours notice.

### 37. Confidentiality

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.

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.

Unless otherwise agreed, this clause shall continue to remain in force for a period of 2 years after the expiry or termination of this Agreement.

For the purposes of this Agreement, the term #Confidential Information# includes such non-public information which is disclosed by either party to the other party, whether or not marked confidential, and which includes inter alia, 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 and other nongeneric 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.

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.

### 38. Limitation Of Liability

38.1. 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 or any nature arising at any time from any cause whatsoever.

38.2. 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, misrepresentation, death or personal injury.

### 39. Non-solicitation and declaration

The Parties agree that during the term of the Contract and for a period of one year following termination, they shall not without the prior written consent of the other party directly or indirectly solicit for employment, engage, hire, employ or contract with any employee or ex-employee of the other party, who has worked in connection with fulfillment by the such party of its obligations hereunder in a key capacity, within six months of their departure.

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# PURCHASE ORDER ORIGINAL

Page : 27 of 27

PO No. and Date : 4205005159 23.08.2024

Amendment No and Date:

Your Reference:

## 40. Notice and Communication

Any notice required to be given hereunder shall be given by sending the same by registered 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 hand, notice shall be deemed served 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. If notice pertains to any breach of a legal term under the Agreement or otherwise, the same should be addressed to (legal.communication@nuvoco.com).

## 41. Miscellaneous Provisions

41.1. 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.

41.2. 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.

41.3. Validation: This Agreement shall come into effect when authorized representatives of both Company and Vendor 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.

41.4. 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.

41.5. 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.

41.6. 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.

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