

Annexure - 1 Specific T&C :

GENERAL TERMS & CONDITIONS :

1. Price:

The price mentioned in the Purchase Order is firm and fixed till the delivery of entire material and is not subject to any price escalation on any ground unless explicitly mentioned in the order.

2. GST and other taxes:

a) GST shall be paid by HINDALCO. You shall have to pay GST and file return immediately after dispatch.

b)You/Vendor shall liable to fulfil all statutory compliance as may be required by Government of India from time to time,which without limitation to include issue E-invoice, filing GST Returns and paying GST amount on or before due dates.Any non-compliance shall entitle HINDALCO to withheld the sum dues to indemnify their exposures.

3. Completion Period:

Supply :

Delivery schedule must be strictly followed. If the materials are not delivered strictly within the stipulated time, we reserve the right not to accept the material and/or levy Liquidated Damages as specified in the Purchase Order. Partial dispatches are not allowed unless authorized explicitly in writing by us.

4. Transportation and Transit Insurance:

The entire material shall be dispatched by road through the authorized transporter of HINDALCO as mentioned in the PO. In case dispatches are made through any other means or any other transporter, the extra expenses incurred by Hindalco, if any will be realized from the supplier
Transit Insurance from point of loading to point of discharge will be covered by HINDALCO unless otherwise agreed. The supplier has to inform HINDALCO about the dispatch particulars by Fax/e- mail addressed to the concerned Buyer.

5. Dispatch Documents:

Bill(s) / Document(s) (one in Original + one set in duplicate) should be sent along with challan and LR/WB/RR to Head (Accounts) and Head-Materials respectively. Bills / Challans should contain all relevant information like Vendor Code, Order No., Item Code, etc., as given in the PO besides supplier's GST & PAN No.
The dispatch documents should consist of the following:

- a) Invoice giving details of taxes.
- b) Packing list
- c) Test/Inspection report
- d) Material Test Certificate
- e) Original consignee copy of LR
- f) Warranty / Guarantee certificate

6. Guarantee & Warranty clause:

The entire materials/equipments supplied by you shall be in strict conformity with the specifications and data mentioned in the LOI / PO. It should be free from any defects arising out of poor design, workmanship, inferior material or all the items. The entire material/equipments shall be under guarantee for a period of 12 months from the date of commissioning or 18 months from the date of supply, whichever is earlier. In case of any defects attributable to design, material, manufacturing and workmanship arises after commissioning of the equipment and is not found to perform within the guarantee period, the seller shall replace such defective portion or part free inclusive of all costs such repair/replacement shall be carried out without loss of time. Any spares that may be required during the guarantee period (except consumable spares) shall be supplied free of charge. In case higher Guarantee Period has been agreed upon, the same will prevail.
In case the equipment /spares do not perform for the ratings specified, then the supplier will be allowed to rectify the defect. Even after making efforts to rectify the defect within reasonable time (mutually agreed), then HINDALCO will have the option to reject & return the equipment/spares against reimbursement of all payments made to supplier.

7. Inspection and Testing before dispatch:

HINDALCO has the right to witness the necessary inspection and testing of all equipment/materials mentioned in the PO during and after manufacture and before dispatch, to ensure seller's compliance with the specifications mentioned in the LOI / PO and the standards according to which seller has produced.
The authorized representative of HINDALCO shall have at all reasonable times right to visit manufacturer/his sub-vendor Works to witness inspection and testing of the equipment / materials. However, HINDALCO reserves the right to arrange third party inspection at HINDALCO's cost, unless otherwise agreed.
The supplier has to inform at least 02 weeks in advance before the dispatches are made about the readiness and to arrange inspection. Inspection / approval by HINDALCO does not absolve supplier's responsibility as per the terms of LOI / PO.

8. Final inspection will be done at our plant (unless otherwise Specified in the PO :

Payment will be made for actual weight or quantity accepted by us. Our measurements/inspection shall be final and binding. Rejected material will be returned by us at supplier's risk and cost (including to and fro transportation cost). Unless specifically advised by supplier regarding mode of return of rejection, HINDALCO will be free to choose any means for return of rejected goods. Supplier will intimate well in advance the methodology of documentation to be done specially for GST (ITC related activities).

9. Operation & Maintenance Manuals (wherever applicable):

The seller has to deliver four sets of Operation & Maintenance manuals comprising of the following along with the equipment.

- a) Equipment information.
- b) Instructions for equipment erection / commissioning.
- c) Operation and maintenance instructions including start-up and shutdown procedures, adjustment, lubrication schedules, preventive maintenance, trouble shooting, repair instructions.
- d) List of spare parts and lubricants used.
- e) Complete list with specifications for all bought out components.

10. TAX DEDUCTION:

Necessary tax deduction shall be made by HINDALCO as per the Government rules.

11. OTHER TERMS & CONDITIONS:

- a) The packing material and other accessories to be used for executing the above Purchase Order should be Biodegradable meeting our EHS norms.
- b) Due care should be taken during handling and transportation for prevention of Pollution due to spillage etc. Transporter must have "Transport Emergency card" during transit of Hazardous chemicals.
- c) Supplier should send order acknowledgement within 7 (Seven) days of receipt of PO. This order if not accepted should be returned within 48 hours stating reasons for non-acceptance. If we don't receive any acceptance within 7 (Seven) days, we will presume that all the terms and conditions given in order are acceptable to Supplier.
- d) Any demurrage, wharf age, or similar charges to which Buyer becomes liable because of Sellers failure to book the goods in accordance to Order and or late delivery of LR/RR receipt shall be borne by Supplier.
- e) Timely delivery of the material shall be essence of PO and any failure on that score will entail the Buyer to purchase the material from other sources at the prevailing market rate at the cost and risk of the Supplier without any prejudice to the right of the Buyer to cancel the Order. (Buyer reserves the right to purchase goods from market on Supplier's risk and cost).
- f) Prices are fixed and firm till completion of order.

12. ARBITRATION:

If any dispute and/or differences shall at any time arise between HINDALCO and Supplier in relation to any clause (s) or matters herein contained or their respective rights/claims or liabilities hereunder or otherwise in relation to or arising out of LOI / PO, such disputes and/or differences shall be settled mutually through discussions between the representatives of the parties in the first instance, failing which the same shall be finally settled by an Arbitral Tribunal composed of a panel of three Arbitrators, one to be appointed by Claimant(s) and one to be appointed by Respondent(s) and the two Arbitrators, so appointed, shall appoint the third Arbitrator who shall act as the presiding Arbitrator. The Award of the Arbitral Tribunal shall be final and binding on the parties and the provisions of the Arbitration and Conciliation Act, 1996 and the Rules made there under and any statutory modification and re-enactment thereof shall be deemed to apply and to be incorporated in this Contract, Place of Arbitration shall be at Unit Location District and Arbitration proceedings shall be in English language.

13. Governing Law & Jurisdiction:

The Purchase Order shall be subject to Indian laws and the Courts of competent Jurisdiction in Unit Location District alone shall have exclusive jurisdiction.

14. Information Security , Confidential Agreement:

All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Buyer to Supplier's Representative or Agent, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Seller at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.

OUR VALUES
INTEGRITY, COMMITMENT, PASSION, SEAMLESSNESS AND SPEED

EXTRACTS FROM OUR POLICIES:

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

QUALITY, ENVIRONMENT, OCCUPATIONAL HEALTH & SAFETY POLICY:

We are committed to demonstrate excellence in quality, environment and occupational health & safety for sustainable development.

To Achieve this, we shall:

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

We shall communicate and make this policy available to all stakeholders.

Condition related to EOH&S

Material Supplier :

1. Supplier should comply with all Environmental Rules and Regulations, applicable to their supplies.
2. Supplier should provide MSDS for all materials, as applicable.
3. For transport, Supplier should use authorized transporter; Supplier should provide TERM Card, as applicable.
4. All Vehicles, used for transportation should comply with Motor Vehicle Rules, 2014.

Service Provider :

1. Suppliers, working inside the factory should ensure that they do not contaminate Water and Air.
2. Any Waste, generated during work inside the factory to be disposed of as per instructions given by us.
3. Supplier to ensure good housekeeping in their area of work inside.