

GENERAL TERMS & CONDITIONS- SUPPLIERS & VENDORS

1. PURPOSE

The purpose of the present General Conditions of Purchase of Goods and/or Services (hereinafter the "General Conditions") is to define the terms and conditions whereby Triveni Turbine Limited, a Company incorporated as per the Indian Companies Act 1956 (Corporate Identity Number L2911OUP1995PLC041834), having its principal place of Business at 12A, Peenya Industrial Area, Peenya, Bangalore - 560 058, India (hereinafter the "Purchaser" or "TTL") entrusts the Supplier, who accepts it, to supply the goods and equipment (hereinafter the "Goods") and/or services (hereinafter the "Services").

2. FORM AND CONTENT OF THE CONTRACT

2.1. The Contract (hereinafter the "Contract") that shall govern the supply of Goods and Services by the Supplier to the benefit of the Purchaser shall consist of the documents mentioned in decreasing order of priority as under:

- SAP generated Purchase order (hereinafter the "Order"),
- Special conditions, supplementing and/or amending the General Conditions, specified in the Order (hereinafter the "Special Conditions"),
- The present General Conditions,
- The Technical Specifications enclosed in the Order (hereinafter the "Technical Specifications"),
- The Supplier's offer when expressly stated in the Order (hereinafter the "Offer").

2.2 No change to or modification of this Contract will be binding upon TTL unless in writing, specifically identifying that it is amending this Contract, and signed, or approved electronically, by an authorized procurement representative of TTL. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Contract and any specification, design or other technical requirement applicable to this Contract, Supplier shall immediately submit the matter to TTL for resolution

3. **Effective date:** The Effective Date of Contract shall be the date of the Purchase Order or the Letter of Intent given by TTL. The Supplier undertakes to return to the Purchaser, the acknowledgement of acceptance of the Order within seven (7) calendar days from the date of the Order. However, and if not returned within this period, the Contract shall be considered to have been accepted by the supplier

4. PERFORMANCE OF THE CONTRACT

4.1 The Supplier shall deliver the Goods and/or perform the Services in accordance with the Technical Specifications, the applicable industry standards, quantities and the timetable for performance defined in the Contract. To this end, the Supplier commits itself to achieve performance and results under this Contract

4.2. During the course of engineering and/ or procurement and / or manufacturing and/ or assembly, if the Supplier comes across any non-compliance in terms of compliance of quantitative or qualitative requirement, Suppliers shall not proceed further and take up with Purchaser. Only on acceptance of such non-conformance along with resolutions of such non-conformance, Suppliers shall proceed as per obligations of this contract

5. OBLIGATIONS

5.1 The Goods and/or Services shall comply with the Technical Specifications and be suitable for the use they are expected at the Purchaser's/End User Premises. They shall also satisfy the usual quality criteria as well as the current standards and legislation in force. The Goods shall be delivered in a state of full completion with the complete documentation associated therewith as well as all of the instructions, recommendations and other indications necessary in order for them to be used correctly and under the appropriate safety conditions. Goods or Services that do not meet all of the above requirements shall be considered as non-compliant

5.2 LEGAL COMPLIANCE

The Goods supplied and Services performed by the Supplier shall comply with all Central, State and local laws, ordinances, codes, rules, regulations, or standards applicable to it, and shall furnish to Purchaser such evidence of compliance as Purchaser may require at any time and from time to time.

The Supplier shall indemnify the Purchaser against all damages, claims, expenses, losses if as a result of the Supplier's non-compliance with the above laws, orders, rules, ordinances, codes & regulations, Purchaser is held liable for such Supplier's non-compliance.

6. REJECTION

6.1. If, when the Goods arrive at the Purchaser's premises or any other place agreed between the parties, the Goods and/or the result of the Services are considered as non-compliant, the Purchaser may reject all or part of them. The delivery shall then be considered as not having been made.

6.2. In this case, the Purchaser reserves the right (i) to require the Supplier to replace or repair the rejected Goods and/or the result of the Services, within the deadline laid down by the Purchaser, or (ii) to itself perform or have performed the said replacement or remaking by a third party of its choice, in accordance with the provisions of Article 6.3, or (iii) to retain the Goods and/or the result of the Services subject to a rebate, or (iv) to terminate the Contract in whole or in part in application of Article 21. In all cases, the totality of the costs and risks shall be borne by the Supplier.

6.3. In the case defined in Article 6.2 (ii), the Purchaser may choose to remedy the non-compliances by itself and/or to assign to a third-party company of its choice for the repairing or remedying, at the Supplier's cost and risks, after an official notification to remedy the non-compliance addressed to the Supplier with fifteen (15) days' notice has remained unfruitful. The Supplier shall then facilitate the interventions of the Purchaser or a third-party company in optimum conditions and especially to remit to them the tools, drawings, studies and any other documents already created and necessary for the production of the Goods and/or Services.

6.4. Supplier agrees and shall ensure that Counterfeit items are not contained in the Goods delivered to the TTL. Supplier shall provide Authorised Supplier documentation that authenticates traceability of the parts to the applicable authorised Supplier. IN the event Supplier becomes aware or suspects that it has furnished counterfeit parts, it shall immediately notify TTL. IN the event that the GOOD under the Purchase order are or include, Counterfeit Parts Supplier shall promptly investigate, analyse and report in writing to Buyer whether such Counterfeit Parts should be replaced with genuine parts conforming to the requirements of the Purchase Order, or whether an alternative solution is recommended to meet the order requirements at Supplier's sole expense. The parties shall then agree upon the appropriate course of action. Any losses and damages, claims, penalties arising out of such non-compliance shall be fully borne by Supplier.

7. ACCEPTANCE

The Purchaser may pronounce the acceptance of the Goods and/or the result of the Services, subject to reservations for all or part of the Goods and/or the result of the Services in question depending on the circumstances under the sole assessment of the Purchaser and if the non-compliances are revealed to be of an insignificant nature, especially if they do not affect the safety and/or use of the Goods and/or the environment. The Supplier undertakes to remedy any non-compliance revealed in the certificate within the deadline that is stipulated therein. In case all or part of payment due upon acceptance date may be withheld by the Purchaser until it has been established by both parties that the Goods and/or Services in question have been made compliant.

8. TRANSFER OF TITLE & TRANSFER RISKS

The risks relating to the Goods and/or Services shall be transferred to the Purchaser (i) upon the date of acceptance or (ii) On the date of delivery to the Purchaser' Site, whichever is later. The Supplier warrants that it shall pass to the Purchaser good title in the Goods free from all liens, claims and encumbrances whatsoever. The Purchaser shall be entitled, at any time, to request the Supplier to produce written evidence satisfactory to the Purchaser of the Purchaser's title in the Goods and the absence of any such liens, claims and encumbrances and withhold payment for such Goods pending receipt of such evidence.

9. CONTRACT PRICE

9.1 The Contract Price shall be firm and definitive for the term of the Contract. Unless otherwise stipulated in the Contract, the Contract Price shall be in Indian Rupee (INR).

9.2. Unless stipulated otherwise in the Contract, the invoices issued by the Supplier shall be paid by the Purchaser within 60 days at the end of the month from the date of receipt of invoice complete in all respect.

9.3. Unless it has been stipulated otherwise in the Contract, the Contract Price shall be on "Ex-Works" (INCOTERMS 2020) inclusive of standard packing and forwarding as agreed mutually.

9.3 TAXES & DUTIES

a. Goods and service Tax shall be reimbursed to the Supplier at actuals against submission of relevant original documents and documentary evidence of proof of payment

b. GST invoicing regulation:

- i. The Supplier shall provide GST compliant invoice containing all the particulars as per the GST legislation and Rules.
- ii. Advance paid, if any, shall be inclusive of GST levy and shall be discharged by Supplier as per the GST legislation and Rules.
- iii. Invoice provided shall bear the GSTIN of both the parties and also Customer's billing address to claim credit for that location. All the invoices/debit note/ credit note shall bear Customer GST No. /HSN Code/SAC code and all other details as prescribed in GST Act. It shall contain Purchase Order no. and date of PO. One copy of GST invoice shall be handed over to the Transporter for safe delivery.
- iv. To ensure availment of input tax credit, Customer to pay GST amount on supply to be paid to the vendor only once the said amount is reflected as credit in the GSTR-2A and the vendor has made payment of taxes to the Government Exchequer.
- v. The input tax credit of the GST charged by the Supplier is denied by the tax authorities to Purchaser due to deficiency in documents/ compliance of the Vendor, Purchaser shall be entitled to recover such amount from the Supplier by way of adjustment from subsequent payments. In addition to the amount of GST, Purchaser shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities on Purchaser

TTL GST details:

Name		Triveni Turbine Ltd
Place of Supply	1)	Peenya- No.12A, Peenya Industrial Area, 1st Phase
		Bangalore – 560058
	2)	Sompura - No.491, Sompura 2nd Stage,
		Sompura Industrial Area, Dabaspeta Bengaluru Rural – 562111
GST Regn No.		29AAACT4550H1ZA
ARN No.		AA2902170266560
Date of Enrolment		27/02/2017
HSN Code *	a)	Steam Turbine - 8406 8100 (Above 40 MW)
	b)	Steam Turbine - 8406 8200 (Below 40 MW)
	c)	Spares for Steam Turbine-8406 9000
Service Account Code (SAC)*	a)	Maintenance or repair service – 998719
	b)	Erection, Commissioning and installation Service – 998739
	c)	Works Contract Service – 995428

10. PACKING & FORWARDING

10.1 Supplier shall submit the Packing Procedure for Domestic and Export Projects for TTL Approval and the same has to be strictly adhered to. Supplier should also submit unloading, erection /handling, storage procedure under normal and adverse condition

10.2 In the circumstances of Suppliers expressed inability for worthy packing for effective & safe transportation, Purchaser will be undertaking the exercise of packaging & forwarding at the cost of the Supplier.

11. DRAWING/ DOCUMENT APPROVALS

11.1. Timely submission of requisite documents is also essence of the Contract. Supplier shall refer engineering specifications for requirement of any drawing approval. Supplier should submit 3 sets of requisite documents for our approval within 7 days after receipt of the Order.

11.2. Apart from the above, the drawings not specifically mentioned above but that form part of engineering requirement shall be submitted as a part of reference/ approval documents.

11.3 Any drawing /document furnished by Seller and approved by Purchaser shall not release or discharge the Supplier from liability for correctness of the work as per these drawings.

12. INSPECTION

TTL representative shall inspect / witness factory acceptance test at Supplier's works prior to dispatch, as well as at Site. Supplier shall provide a minimum of 7 days advance intimation to arrange inspection. Inspection shall be done at Supplier's works as per TTL's specifications and approved drawings & QAP. In case the inspection visit has turned un-fruitful due to non-readiness of the material, the charges/expenses incurred by the Purchaser shall be debited to Supplier's account at actual. Supplier shall also submit the RTC (Routine Technical Construction) document of its internal inspection before TTL inspection. Any compliance/ deviation w.r.t to approved drawing, approval to be taken from TTL before inspection

REJECTION: TTL reserves the right to inspect all the material at its receipt stores at Site, during receipt inspection, for any quality defect. In case of rejection of Goods due to noncompliance of TTL's technical specifications, TTL shall intimate the Supplier the cause of rejection and it will be Supplier's responsibility to collect the material maximum within 3 weeks from date of such intimation. TTL shall ensure that such intimation is given maximum within 1 week of rejection.

13. DELIVERY

Delivery within the Delivery Schedule is the essence of this Contract. The Supplier acknowledges and confirms that compliance with the Delivery Schedule stated in the Order is an essential obligation of the Supplier under the Contract and the Supplier hereby undertakes to deliver the Goods or perform in whole the services within the Delivery Schedule. Any delay in schedule the supplier shall inform the concerned buyer with

reason of delay and take the extension in writing; else Purchaser will have an option to cancel the order.

14. LIQUIDATED DAMAGES

For Delay: If the Supplier fails to comply with the dates or delivery deadlines for the delivery of the Goods and/or performance of the Services specified in the Contract, except for reasons attributable to the Purchaser, the Supplier shall pay to the Purchaser by way of liquidated damages and not as a penalty the sum of one percent (1%) of the Contract Price for each week of delay subject to a maximum of five percent (5%) of the Contract Price.

Failure to meet the Performance Guarantees: If the Goods do not achieve the requirements of the Performance Guarantees as specified in the Contract during the Performance Test and provided that the Performance Test results clearly indicate that the actual performance guarantees are within the tolerance limits specified in the Contract, then, at the sole discretion of the Purchaser, the Supplier shall pay liquidated damages at the rates and up to the limits specified in the Order for any shortfall between the performance guarantees specified in the Order and the actual performance guarantees achieved during the last Performance Test. In case the tolerance limit is not specified, or the result clearly indicates that the actual performance guarantees are not within the tolerance limits specified in the Contract, the Supplier shall have to make good the defect at his cost.

For Submission of Documents: In case of delay in submission of documentation as specified in the Contract, the Supplier shall pay liquidated damages at the rates and up to the limits specified in the Order. The Purchaser reserves the right to set off liquidated damages from any monies due or to become due to the Supplier or by drawing down on the Performance Bank Guarantee.

Where the liability of the Supplier to pay the liquidated damages exceeds the maximum limit as per the Contract, the Purchaser has the right to terminate the Contract under the provisions of Article 21(TERMINATION). However, this shall be without prejudice to the Purchaser's right to claim other remedies under the Contract

15. GUARANTEE, WARRANTY & LIABILITY FOR DEFECTS

15.1. The Supplier warrants that the Goods are free from all defects and in full compliance with the Contract for the period of 30 months from the date of Supply or 24 months from the date of commissioning, whichever is later.

15.2. The Supplier shall provide a Performance Bank Guarantee for a value equivalent to Ten percent (10%) of Contract Price to be valid for a period of 30 (Thirty) months from the date of Supply or 24 (twenty four) months from the date of Commissioning, whichever is later or as agreed upon in the Contract / Purchase Order.

15.3. The Supplier warrants that all the Goods/ materials shall conform to specifications and requirements of the Contract

15.4. In event of any defect/ error in the Goods, the Purchaser shall intimate to the Supplier and the Supplier shall forthwith be liable to rectify the error/ defect. In the event the error/ defect

cannot be rectified within a period of 15 days / or as per agreed time frame between Supplier & Purchaser in each case from the date of the intimation to rectify the defect/ error from the Purchaser, the Supplier shall replace the relevant material free of cost at Site as may be intimated by the Purchaser.

15.6. The Supplier shall either repair the Goods or any part thereof at the place where the Goods are located or at its premises. In the event the Supplier is required to carry out the repairs at its premises, the Supplier shall at its own cost and risk, transport the Goods to-&-fro from the place the Goods are located to its premises and back. In the event the Goods or any part thereof cannot be repaired, the same shall be replaced by the Supplier.

15.7. In event the Supplier fails to rectify the defect or replace the faulty Goods or part thereof within the period agreed between the Parties, the Purchaser shall by notice in writing intimate to the Supplier the time within which the defects or replacement should be finally rectified. In case the Supplier fails to rectify the defect and/ or to provide a replacement, within the time mentioned in the notice, Purchaser may undertake to employ a third party to undertake the necessary remedial work at the risk and expense of the Supplier. Where the Equipment are repaired or replaced the Supplier warrants those repaired or replaced Equipment for further period of 24 (twenty four) months from date of repair or replacement

15.8 Seller agrees that any liability arising out of Latent Defect has to be in their account and this will be valid for a period of five (5) years from the expiry of the Guarantee/warranty as mentioned in sub-clause 15.1 above.

16. DESPATCH INSTRUCTIONS

Dispatch instructions will be provided separately, for which Supplier is requested to contact the Purchaser and/or End User. QACR acceptance certificate is mandatory for obtaining dispatch clearance. In Case Seller dispatches the Material without QACR acceptance report from Purchaser, then Purchaser shall be entitled to withhold the payment till said Project(s) is (are) commissioned.

17. DOCUMENTS FOR DESPATCH

The following documents in prescribed sets to be submitted on dispatch of the Goods;

Commercial Documents:

Commercial Invoice- Original + 4 copies

Lorry Receipt

Packing list / Delivery Challan}

The duplicate copy of transporter invoice should accompany the consignment.

Technical Documents:

Supplier has to dispatch 2 sets of the following documents and one CD soft copy along with the Goods (with a Separate Packing). This shall be indicated in the Delivery Challan / Packing List.

In addition, 2 sets of CD and one set of Hard copy of the following documents to be submitted to TTL immediately after dispatch.

Any delay / non Adherence will be treated as non-conformity and will affect the payment.

List of Documents

1. Routine TC+ Inspection MOM+ Compliance Report
2. TC for Major Electrical components/ Instruments/ Relays
3. Final Built Drawings
4. Operation and Maintenance Manual
5. Catalogue for any major Bought out Items
6. Packing List
7. Commissioning Procedure

The above documents should be done in Pin Box file with separators clearly mentioning the above documents for each Good. Apart from the above, Supplier has to submit separately the following documents to TTL within 7 days from the date of dispatch. For CE/PED Equipment's, One set Hard copy with Two Soft copy in CD of below documents to be submitted within 7 days from the date of Despatch.

- a) CE/PED certificate applicable for this Equipment
- b) TCF File (Technical Construction File)

The above list is generic and all documents may not be required for all supplies however Supplier must ensure that all transportation documents shall be furnished as required by Purchaser.

19. PATENT AND OTHER INFRINGEMENTS

19.1. The Supplier shall indemnify the Purchaser and hold it harmless from and against any and all loss, liability or expenses by reason of any claim or suit for alleged infringement of any copyright, trademark, patent, trade secret, or other intellectual property resulting from or arising in connection with the manufacture, sale, normal use, or other normal disposition of any Goods furnished hereunder, or the performance of any work hereunder, and shall defend any such claim or suite and pay all costs and expenses incidental thereto; but at its option Purchaser shall have the right to participate in the defence of any such claim or suit without relieving the Supplier of any obligations hereunder.

19.2. Supplier agrees that it will not use Purchaser's name, logo, trademarks, photographs or other identifying characteristics or those of any of its parent, subsidiaries or affiliates without Purchaser's prior written approval.

19.3 Supplier further agrees that it will return all the drawings/documents as furnished to them by Purchaser for the purpose of meeting the requirement of the Contract

20. CONFIDENTIALITY

20.1. The Supplier undertakes to comply with the confidential nature of any documents, models, plans, drawings, specifications, information, data and other items of information that shall be transmitted to it by the Purchaser or which may come to its knowledge in the context of the performance of the Contract (hereinafter the "Confidential Information") and agrees to refrain from disclosing them to third parties, reproducing them or using them for purposes other than for the performance of the Contract, without prior written consent from the Purchaser.

20.2. The term "Confidential Information" shall not apply, however, to information for which the Supplier may provide proof that such information:

- a) was already in the public domain, or
- b) had become accessible to the public, other than through the Supplier having failed in its contractual obligations, or
- c) had been legally received from a third party who was completely at liberty to disclose it to the Supplier, or
- d) was in the Supplier's possession at the time it was disclosed by the Purchaser.

20.3. The Supplier shall only communicate or disclose Confidential Information to those members of its staff who are directly involved in the performance of the Contract and bound by confidentiality requirements to the same extent as those contained in the present Article.

20.4. The Supplier shall not copy nor reproduce, in full or in part, any Confidential Information supplied by the Purchaser without the prior written permission of the Purchaser, with the exception of copies or extracts that may reasonably be necessary for the performance of the Contract.

20.5. The Supplier shall in no case use the existence of the Contract for advertising, promotional or similar purposes, without the prior written consent of the Purchaser.

20.6. The provisions of the present Article shall remain in full force throughout the term of the Contract and for five (5) years after the end of the Contract, regardless of the reasons why the Contract may end.

21. SUSPENSION AND TERMINATION

SUSPENSION

The Purchaser may, at any time by written notice and at no cost, require the Supplier to stop all or any part of the work under the Contract Order for a period of up to 120 days (Suspension Order), and for any further period as the Supplier and Purchaser may agree. Immediately upon receipt of a Suspension Order, Supplier will comply with its terms. At any time during the Suspension Order, Purchaser may, in whole or in part, either cancel the Suspension Order or Terminate the Contract in accordance with the Termination section of this Contract. To the extent the Suspension Order is cancelled or expires, Supplier must resume the work.

TERMINATION

21.1. The non-breaching party may terminate this Contract if the other party commits a material breach and fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, failure to deliver, late delivery or delivery of non conforming Goods. The solvent party may terminate this Contract upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of the Contract by the Purchaser under this Article will entitle the Purchaser to all damages and remedies available at law or equity. Additionally, Supplier grants to the Purchaser a fully paid up, nonexclusive, irrevocable license to Supplier's Intellectual Property rights embodied or used in the Goods for the Purchaser to make, have made, and sell Goods using such Intellectual

Property rights to fulfill Purchaser's obligations to Purchaser's ultimate customer(s).

21.2. Notwithstanding any firm time period or quantity, the Purchaser may terminate this Contract in whole or in part at any time with or without cause with respect to undelivered Goods or unperformed services upon 10 days# prior written notice.

21.3. If the Purchaser terminates this Contract under either 21.1 or 21.2 above, Purchaser's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Purchaser prior to the date of termination, payment for which can be set off against any damages to the Purchaser. Upon termination, Purchaser may require Supplier to transfer title and deliver to Purchaser any completed Goods and Purchaser will pay the Contract Price for such Goods subject to set off against any damages to the Purchaser.

21.4. Purchaser may also require Supplier to transfer title and deliver to Purchaser any or all property produced or procured by Supplier for performance of this Contract and Supplier will be credited with the reasonable value thereof not to exceed Supplier's actual cost or the Contract Price value, whichever is less.

21.5. To the extent that any portion of this Contract is not terminated pursuant to 21.1 or 21.2 above, Supplier will continue performance of that portion.

22. LIMITATION OF LIABILITY

22.1. The Supplier's total cumulative liability to the Purchaser arising out of or related to the performance of the Contract shall be limited to the Contract Price.

22.2. The above limitation of liability shall not apply to any liability assumed by the Supplier under the following provisions:

- (a) Article 13: Delivery
- (b) Article 14: Liquidated damages
- (c) Article 5.2: Legal Compliances
- (d) Article-19: Patent and Other Infringements
- (e) Article-20: Confidentiality
- (f) Article-22.4: Indemnity

22.3. Injuries & Insurance: If Supplier's work under this Purchase Order involves operations by Supplier on the premises of the Purchaser or at one of its customer's, Supplier shall take all necessary precautions to prevent the occurrence of injury to any person or property during the progress of such work. Supplier shall maintain Commercial General Liability (including Contractual Liability coverage), Automobile liability, Employer's Liability and Errors and Omissions insurance as well as appropriate statutory insurance including but not limited to Employees State Insurance and Workmen's Compensation coverage. Supplier shall furnish to Purchaser a certificate of insurance completed by its insurers certifying that the required insurance coverage's are in effect and will not be cancelled or materially altered during the term of this Purchase Order. If required by Purchaser, Supplier shall further name Purchaser as an additional insured on the aforementioned policies and each insurance policy shall grant waiver of subrogation, except for the Errors and Omissions coverage's and contain a provision that the insurance provided hereunder shall be primary and non-contributing with any other insurance.

22.4. The Supplier shall indemnify and hold harmless the Purchaser from all claims, costs, liabilities, judgements, expenses, damages, or losses resulting from any injury to property or persons due to any act, omission or negligence of the Supplier, or arising out of Supplier's performance of this Contract, or arising out of any breach or alleged breach of this Contract or any representation or warranty made by Supplier, its agents, employees or sub-contractors.

23. FORCE MAJEURE

23.1. Neither Party shall be responsible for delay or default in performance of its obligations due to contingencies beyond its control such as fire, flood, tsunami, civil commotion, earthquake, war, and Governmental action/ policies. If either Party is prevented by such force majeure from performing its obligations under the Contract, such Party shall promptly notify the other Party of that effect. In case, such force majeure event has continued to exist for a period exceeding three (3) weeks at a stretch either Party may mutually decide the future course of action to be taken.

23.2. In case of termination due to force majeure final status shall be mutually settled giving due regards to complete responsibilities of both the Parties at the time of such premature termination.

24. VARIATION

24.1. Purchaser may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized Purchaser procurement representatives may issue changes to the Contract.

24.2. If any change causes an increase or decrease in the cost of, or the time required for, performing this Contract, an equitable adjustment for reasonable costs will be made in the Contract Price, delivery dates or both, and this Contract will be modified in writing or electronically accordingly. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Contract pending resolution of the disagreement.

25. GOVERNING LAW AND JURISDICTION

25.1. This Contract, shall be interpreted, constructed and governed by the laws of India and the Courts in Bangalore shall have the exclusive jurisdiction.

25.2. ARBITRATION

Any claim, dispute or differences arising out of the validity, interpretation, performance and/or termination of the Contract which the Parties are unable to resolve amicably shall be finally settled by Arbitration. The Purchaser shall appoint the arbitrator for the purpose of the said arbitration. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any re-enactment thereof. The venue of such arbitration shall be Bangalore and the arbitration shall be conducted in English language. The award of the Arbitrator shall be final and binding on the Parties.

26. GENERAL CLAUSES

26.1 **Assignment Clause:** The Supplier shall not sub-contract or assign its rights and obligations under this Contract to Third Parties unless the prior written approval of Purchaser is obtained by the Supplier.

26.2. **Waiver:** No relaxation, forbearance, delay or failure of the Purchaser to exercise any right or remedy available to it hereunder shall constitute a waiver of it or them and any of Purchaser's right or remedies may be enforced separately or concurrently with any other right or remedy now or in future accruing to Purchaser to the effect that such rights cumulative and not exclusive of each other.

26.3- **Severability:** If any provision of this Contract is held by any court or other competent authority to be null and void or unenforceable in whole or in part, this Contract shall continue to be valid as to other provisions thereof and the remainder of the affected provision.

26.4-**Notices:** Any notice or other information required or authorised by this Contract to be given by either Party to the other by registered post with acknowledgement to the other Party at the address stated in the Order/Contract.

26.5 **Survival-**All obligations, warranties and other provisions of this Contract that are capable of having effect after the expiry or termination of the Contract shall survive the expiry or termination of the Contract, howsoever occasioned, and shall be without prejudice to the rights and remedies of the Parties up to and including the date of such expiry or termination, and shall not affect or prejudice any term of the Contract that is expressly or by implication provided to come into effect on or continue in effect after such expiry or termination.

26.5. **Retention:** The term "Documents & Drawings" shall mean all files, documents, drawings, records and any other data delivered to Supplier by Purchaser pursuant to the provisions of this Contract. Supplier shall retain and preserve the documents & drawings for a period of no less than five (5) years following the expiry of the contract or for such longer period as may be required by Law, and shall allow Purchaser or its representatives to inspect the documents & drawings at reasonable times and upon reasonable notice during regular business hours during such time period."

26.6 Miscellaneous

a) Supplier shall provide test specimens for design approval, inspection/verification, investigation, or auditing.

b) Supplier shall use customer-designated or approved external providers, including process sources (e.g., special processes – rust preventive coating, brazing, welding, Painting, plating etc).

c) Supplier shall have approved procedure to control and monitor special processes such as painting, rust preventive coating, welding, soldering, brazing, heat treatment and plating in accordance with ISO/ASTM/NACE/SSPC/IEC or customer specified standards. Supplier shall use approved facilities, equipment and competent personnel to carry out special process and maintain records. Supplier shall provide inspection report, test certificate, validation report of all such special process

d) Supplier shall maintain the measuring instruments, gauges, etc used for verification and validation of special processes and submit the calibration records as and when demanded.

27. RETENTION OF DOCUMENTS, ACCESS TO INFORMATION

AND AUDIT

27.1 The Supplier shall, at no additional cost to the Purchaser, retain all the documents relating to the Contract for a minimum period of five (5) years from the date of the end of the warranty period or from the date of termination of the Contract, whichever is earlier.

27.2 The Purchaser and the Purchaser's Customer or their duly authorized representative shall have free access, at all reasonable times, to: (i) all places where the works under the Contract are performed or relevant information is stored for the purpose of verifying the progress of the WORKS and of reviewing all documents in the Supplier's possession prepared or in the course of preparation including those performed by Supplier's sub-vendors, and (ii) the Supplier's and sub-vendor's books, records, correspondence, instructions, invoices, plans, drawings, receipts, vouchers, and memoranda of every description pertaining to the works/supply for the purpose of auditing and verifying the cost of the Goods and/or Works or for any other reason associated with the Supply.

27.3 Such accesses shall be provided within 3 (three) working days of the Purchaser's written request. The Purchaser's and the Purchaser's Customer rights as above shall extend for the period defined in article above.

28 ETHICS & BUSINESS INTEGRITY

28.1 Supplier covenants that it shall comply with all applicable Laws relating to respect of labour conditions, forced or child labour, Human Rights and protection of the environment.

28.2 Supplier affirms that neither itself, nor any member of the Supplier and/or its affiliates has, or shall have, any actual or potential Conflict of Interest related to this Order, and Supplier agrees that it shall promptly inform the Purchaser of any possible Conflict of Interest in respect to this Order that may arise in the future.

28.3 Supplier represents, warrants, and covenants that Supplier and its principal shareholders, directors, officers, employees, agents and Supplier's sub-vendors in connection with the Order shall not offer, give, promise to give, authorize giving, solicit, accept or agree to accept; to or from any person (including public and private individuals); directly or indirectly; anything of value (monetary or non-monetary, without limitation); in order to obtain, influence, induce, or reward any improper advantage. Supplier and its principal shareholders, directors, officers, employees, agents and its sub-vendors in connection with the order shall comply with the Anti-Corruption Laws applicable to the Purchaser or the Supplier.

28.4 In connection with the Order and with the purpose of mitigate potential exposure to risk, Supplier shall perform due diligence procedures on its sub-vendors, agents or representatives related to the performance of the Order in order to ensure that they are duly qualified to perform the tasks for which they have been engaged and that corruption, health, safety and environment related risks are identified and mitigated.

28.5 If Purchaser become suspicious on reasonable grounds of a breach of the obligations set out in this Clause by Supplier, its principal shareholders, directors, officers, key employees, agents or representatives, Purchaser may notify Supplier that it is required to provide, which Supplier shall promptly provide, an explanation and relevant information and/or documents relating to the

suspected breach, and to carry out such mitigation or corrective actions as may be necessary to correct or prevent the violation of the provisions of this Clause. In the event that the explanations provided and/or the corrective action plan implemented by Supplier are not reasonable in the opinion of Purchaser, the Order may be terminated due to Supplier's default without any compensation nor any right of compensation in favour of Supplier.

29 SUB-CONTRACTING

29.1 In case of subcontracting, the Supplier's responsibility remains complete during the implementation of the Order. Supplier shall provide Purchaser, prior to issuance of the Order, with a list of its proposed subcontractors, with an indication of locations of manufacture. Any change on the list shall be approved by Purchaser.

29.2 Supplier shall not subcontract all or any portion of the Supply without Purchaser's prior, written consent. Purchaser reserves the right to refuse or reject subcontractors proposed by Supplier.

29.3 On request, Supplier shall provide unpriced copies of any or all subcontracts. Any subcontract shall be considered valid only if Purchaser has not refused or rejected them.

29.4 Purchaser reserves the right to impose a subcontractor, who will be under full responsibility of Supplier during the implementation of the Order.

29.5 Any subcontract shall necessarily include the same obligations as those to which Supplier has agreed in the Order, provided they are applicable to each subcontract particularly. Supplier shall take all measures to ensure the necessary coordination and resolve all problems with subcontractors and tier-two subcontractor/suppliers; and shall, in any event, remain fully responsible for the Order.

29.6 Subject to its confidentiality obligations, Supplier shall provide to its subcontractors with all the information and documentation required to guarantee that the Supply and subcontractors shall fully comply with the requirements of the Order.

29.7 Any tier-two subcontractor and its subcontracts shall comply with the provisions of this Sub-Clause.

30 COMPLAINT TO EXTENDED PRODUCER RESPONSIBILITY (EPR):

30.1 The Supplier shall comply with Extended Producer Responsibility (EPR) under applicable environmental laws, including but not limited to the Plastic Waste Management Rules, 2016, as amended from time to time.

30.2 Supplier shall:

- a. ensure that all materials, components, or packaging provided to the Buyer comply with applicable EPR requirements.
- b. provide necessary details, including the type, weight, and category of materials supplied, to enable the Buyer to meet its EPR reporting and registration obligations.
- c. If applicable, assist in the proper collection, recycling, or disposal of waste generated from the supplied goods.
- d. provide all necessary documentation, including Material Safety Data Sheets (MSDS), details of recyclable content, and any certifications required to demonstrate EPR compliance.
- e. cooperate with audits or inspections by regulatory authorities or third-party agencies engaged by the Buyer for EPR compliance purposes.