

This General Conditions of Contract ("GCC") along with its annexures shall apply to any purchase/ service order ("PO/ SO") for the purchase and supply of good(s) and/or service(s). In the event of any discrepancy, inconsistency, divergence or anomaly arising between the PO/SO Terms/Agreement, SCC and GCC, the order of priority shall be as follows, save where expressly provided to the contrary:

- PO/SO Terms/Agreement
- SCC, if any
- GCC

1. DEFINITIONS AND INTERPRETATION

(a) Definitions

Unless the terms or context of the Order provide otherwise, the following terms shall have meanings set out below:

"AFFILIATE(S)" means a person, company or entity controlling, controlled by, under common control, or working in concert, with a Party. Control means the direct or indirect ownership of or ability to control more than fifty (50%) percent of the voting rights or the legal power to direct the general management in a company or other legal entity.

"APPLICABLE LAW" means laws of India including the ordinances, rules, regulations, directives, bye-law and guidelines framed under a statute and the certificates, decrees, orders, decisions, directives including any conditions thereto by any Court in India, or any circular, notification, guideline, code of conduct, policy or any other directive or order or other governmental restriction or any similar form of decision issued by any statutory authority in India.

"CLAIMS" include all or any type of claims and demands including the claims and/or demands for losses whether or not crystallized and whether assessed or not (including legal costs and attorneys' fees),

"CONFIDENTIAL INFORMATION" means all information which Supplier/Contractor, directly or indirectly, acquires from Purchaser or concerning the technical, business, commercial and / or proprietary activities and know-how of Purchaser.

Confidential Information shall not include information which:

- (a) prior to the time of receipt or acquisition by Supplier/Contractor hereunder, is already available in the public domain;
- (b) was lawfully in Supplier/Contractor's possession prior to its development, receipt or acquisition hereunder, and was not acquired by Supplier/Contractor directly or indirectly from Purchaser under confidentiality obligations still in existence; or
- (c) was obtained by Supplier/Contractor from a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship with Purchaser with respect to said information.

"FACILITIES" means the location(s)/ sites from which the Goods are purchased and/or Service is performed under this Order.

"FORCE MAJEURE" means any event or circumstance or combination of events and/or circumstances listed below to the extent such is beyond the control of the

asserting Party, not foreseeable and materially and adversely affects the performance by the asserting Party of its obligations under or pursuant to the Order and which the asserting Party could not have prevented or overcome, in whole or in part through the exercise of due diligence or reasonable operating practices standard within the industry. Force Majeure shall be limited to the events and circumstances in the following list:

- (a) floods, earthquakes, pandemic, quarantine restrictions, tidal wave, hurricane, or fire;
- (b) a disaster resulting in an Emergency Declaration or a Major Disaster Declaration by the Government/ Statutory body.
- (c) war, act or threat of terrorism, sabotage, riots, or import or export restrictions imposed by government; or
- (d) radioactive contamination.

Notwithstanding the preceding, Force Majeure events shall not include any circumstances or event to the extent that:

- (i) such were caused or provoked by the asserting Party or any personnel of the asserting Party or its Sub-contractors;
- (ii) such result from a disaster or weather condition not expressly enumerated above;
- (iii) strikes, lockouts, work stoppages, walkouts, labor or employment disputes or difficulties or other concerted acts of workmen, whether direct or indirect among Supplier/Contractor's personnel, or those of any of its Sub-contractors;
- (iv) changes in market conditions or changes in the financial condition of Supplier/Contractor or any of its Sub-contractor; or
- (v) failure of Supplier/Contractor or its Sub-contractor to obtain any permit for which it is responsible.

"GOODS" includes all items, articles, products, materials, apparatus, equipment, spare parts and any ancillary design and engineering service, warranty-related service, technical assistance, labour, or other supplies including manuals, operating instructions, reports, and all other documents to be supplied or performed by Supplier/Contractor, as specified, listed, mentioned, scheduled, or implied in the Order or any revision thereof.

"INDEMNIFIED PARTIES" means Purchaser and its Affiliates, subsidiaries and their respective directors, officers, personnel, agents, representatives, successors and assignees.

"INTELLECTUAL PROPERTY RIGHTS" means patents, trademark, service marks, brand names, business names, rights in get-up, technology, utility model, registered design, know-how, trade secrets, data bases, industrial processes, source codes, copyrights (including rights in computer software), goodwill, domain names and any other intellectual or industrial property rights (whether registered or unregistered) subsisting or recognised under the Applicable Law or laws of any other applicable jurisdiction.

"ORDER" means the written purchase order or service order between Supplier/Contractor and Purchaser which refers to and incorporates these terms and conditions together with any appendices or attachments thereto for the supply of the Goods and/or performance of Service as may be amended from time to time.

“ORDER PRICE” means the price set out in or calculated in accordance with the Order including any Order Supplement.

“ORDER SUPPLEMENT” shall mean any written change to the Order signed by Purchaser and Supplier/Contractor in accordance with Article 9.

“PROJECT MANAGEMENT CONSULTANT”, “PMC”, or “PURCHASER’S CONSULTANT / PURCHASER’S ENGINEER” shall mean any entity/person(s) nominated by Purchaser as the Project Management Consultant for the Project. The words “Project Management Consultant”, “PMC”, “Consultant” and “Purchaser’s Engineer” shall have the same meaning.

“PERSON” means any individual, partnership, limited partnership, corporation, trust, joint stock company, unincorporated association, joint venture, authority and/ or such other legal persons as may be defined under the Applicable Laws.

“PARTY” means either Purchaser or Supplier/Contractor and the expression **“PARTIES”** shall mean both Purchaser and Supplier/Contractor.

“PROJECT SITE” means the plant or site location(s) for which the Goods and/or Service are purchased under this Order.

“PROJECT SUPPLIER LIST” or “PSL” is the Supplier/Contractor list for Supplier/Contractor (s) and Sub-Contractor(s) as may be approved by the Purchaser from time to time.

“PURCHASER” means the Party issuing an Order for purchase and supply of Goods and/or Service from Supplier/Contractor.

“SERVICE” includes any service including but not limited to design, delivery, installation, supervision, consultancy, inspection, testing and commissioning specified or required to complete under an Order.

“SUPPLIER/CONTRACTOR” means any Person including firms, companies or other corporate entities (including its permitted successors and/or permitted assignees) contracted to supply Goods and/or Service to Purchaser under an Order.

“SUBCONTRACTOR” means any sub-supplier, subcontractor, vendor, representatives and/or agent of any tier on whom Supplier/Contractor has directly or indirectly placed a Sub-Order. If used in the Order the term “sub-supplier” shall have the same meaning as Subcontractor.

“SUB-ORDER” means an order or sub-order directly or indirectly placed by Supplier/Contractor with a Subcontractor connection with the manufacture or supply of part of the Goods and/or performance of Service.

(b) **INTERPRETATION**

In the Order to which these terms and conditions are attached and incorporated by reference, unless the context requires otherwise:

- (a) the term “in writing” or “written” includes printing, typewriting, facsimile or electronic mail transmission;
- (b) words importing the singular number include the plural and vice versa;
- (c) words importing the masculine gender include the feminine and neutral genders;

- (d) if a word is defined in the Order, a derivative of that word shall have a corresponding meaning;
- (e) the terms “Order”, “this Order”, “herein”, “hereby”, “hereof”, “hereunder”, “hereto” and similar expressions mean or refer to the Order and not to any particular provisions or part of the Order, unless a particular Article, Section, Subsection, Schedule or any part thereof is specifically referenced;
- (f) the use of the word “include” or “including” shall be deemed to mean “include, without limitation”, or “including, without limitation”, as applicable;
- (g) references to any person includes such person's permitted successors and assigns;
- (h) any reference to a person in a particular capacity is and is deemed to be a reference to that person in that capacity and not in any other capacity;
- (i) reference to any agreement, document or instrument means such agreement, document or instrument as amended, replaced, restated or modified and in effect from time to time in accordance with the terms and conditions thereof;
- (j) references to any Applicable Law (including any statute referenced in the Order) means such Applicable Law as amended, modified, codified, replaced or re-enacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and references to any section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or re-enactment of such section or other provision;
- (k) references to articles, sections, subsections or schedules refer to articles, sections, subsections or schedules of the Order, unless the context requires otherwise;
- (l) headings and the table of contents are not to be considered part of the Order and are included solely for convenience and ease of reference and shall not be used to construe or interpret the provisions of the Order;
- (m) the rule of contractual interpretation known as “contra proferentem” shall not apply to the interpretation or construction of this Order, such that in interpreting Order, the Parties acknowledge and agree that it shall be irrelevant which Party drafted any particular provision hereof;
- (n) unless otherwise specified herein, or as the context may require, computation of any period of time referred to in this Order shall exclude the first day and include the last day of such period.

2. GENERAL AND SCOPE OF WORK

- 2.1 These terms and conditions are binding and supersedes and replaces any/all of Supplier/Contractor's terms and conditions and are an integral part of the Order and/or Order Supplement(s). All terms and conditions in, or attached to, Supplier/Contractor's quotation are excluded and hereby expressly declared null and void save and except to the extent specifically included and spelled out in the Order and agreed in writing by Purchaser. No agreement, understanding or Supplier/Contractor's acceptance purporting to modify or change the terms, conditions or specifications of the Order will be valid and shall not be binding on Purchaser save and except to the extent confirmed in writing by Purchaser.

- 2.2 The Order shall only be valid if issued on Purchaser's order form and signed by an authorized representative of Purchaser. Purchaser reserves the right to issue Orders by fax, email or letter. Purchaser does not accept responsibility for verbal orders unless they are followed by a written and duly executed Order within ten (10) working days of such verbal order.
- 2.3 If Supplier/Contractor commences work before returning the signed Order acceptance, Supplier/Contractor shall be deemed to have accepted the Order and all terms, conditions or specifications thereof including these General Conditions of Contract of purchase.
- 2.4 Delivery terms specified in the Order are as described in the latest edition of "Incoterms" issued by the International Chamber of Commerce (unless a different edition of Incoterms is specified in the Order).
- 2.5 The Scope of Work includes designing, engineering, planning, monitoring, control, progress reporting, procurement of raw material, manufacturing, testing, supply, transportation, commissioning, performance guarantee test run, all such other Service to carry out successful installation and/or pre-commissioning and commissioning of the supply equipment, completion of the project in compliance of all statutory requirements and all activities specifically provided in Purchaser's material requisition and/or the Order.
- 2.6 Supplier/Contractor shall consider in its bid, purchase of all material/equipment forming permanent part of the unit/plant/ Facilities from the approved Project Supplier/Contractor List (PSL) only, or as may be specified in the Purchase Order, terms and conditions thereof or as may be specified elsewhere. This shall also include sub-supplier items/components. The "Project Supplier/Contractor List" shall be item specific.
- 2.7 Supplier/Contractor should not source any material outside PSL and at any stage of the project, if it comes to the notice of Purchaser/Consultant that Supplier/Contractor has procured material/ equipment intentionally or unintentionally howsoever, from sources other than as specified in the PSL, the same shall be rejected forthwith and Supplier/Contractor shall be liable to replace such material/item/machinery without any schedule and cost implication to Purchaser/Consultant. However, the Supplier/Contractor may seek specific prior written approval for those items from Purchaser/Consultant with satisfactory justification. The Purchaser shall have the sole discretion to accord such approval.
- 3. PRICE AND PAYMENT**
- 3.1 Supplier/Contractor shall be solely responsible for assessing the scope and content of this Order which include designing, engineering, procurement of raw material or any Goods and/or Service, manufacturing, supply, testing, commissioning, performance guarantee test run and completion of the Project and all activities specifically provided in Purchaser's material requisition and the Order Price as referred to in the Order to ensure that it includes everything necessary for timely delivery of the Goods and/ or Service.
- 3.2 All prices included in the Order including the Order Price, unless otherwise expressly stated: -
- (a) are firm and fixed for the term of the Order;
- (b) shall include no variation on account of any taxes duties, levies, cess, etc., to be payable by Purchaser to Supplier/Contractor, except for statutory variation in output GST and custom duties. However, any statutory variation for GST and custom duties shall be payable up to contractual date of completion of Order and not beyond, for whatsoever reasons, against documentary evidence. Any reduction in taxes and duties included in the Order Price shall be passed on by Seller to Purchaser;
- (c) include all taxes, duties and fees of any kind which either Party is required to pay with respect to supply of Goods and/or provision of Service under the Order;
- (d) include all charges related to the packing of the Goods and its transit to the required destination point(s) in accordance with the packing, marking and shipping instructions, provided along with the commercial terms and conditions or such other terms and conditions as may be applicable/ specified;
- (e) Supplier/Contractor shall submit the base quote for domestic suppliers on EXW/FOR Basis and for foreign Supplier/Contractors on FOB port of despatch basis in currency INR/USD and alternate bid in their own currency if it is other than INR/USD. Optional price for FOR destination in case of domestic and CFR destination port in case of foreign supplies are to be quoted;
- (f) no foreign exchange rate variation shall be admissible after finalisation of the Order made in INR on the Goods or Service to be imported into India; and
- (g) remittance of foreign currency needs compliance with the applicable rules and regulations including documentation requirement of Indian Government. The responsibility of fulfilling such obligations solely lies with Supplier/Contractor. Supplier/Contractor shall be solely responsible and liable to verify all applicable rules and regulations in this regard before submitting their bid and comply with all applicable rules and regulations in this regard during execution of the Order. Supplier/Contractor shall completely indemnify and hold the Purchaser/Consultant harmless in this regard.
- 3.3 Payment terms are as stated in the special conditions of Purchase or otherwise expressly agreed in the Order between Purchaser and Supplier/Contractor. As a condition to payment, Purchaser shall not be obliged to make any payment to Supplier/Contractor prior to Supplier/Contractor's unconditional acceptance of the Order and until the acceptance copy of the Order has been signed and returned to Purchaser together with the performance securities required by the Order.
- 3.4 Unless otherwise stated in this Order, payment will be released sixty (60) days after (1) Purchaser's receipt of correct invoice(s); (2) after all conditions of Purchaser's requirements are satisfied; and (3) any required backup documents, including lien release forms which shall not be tendered before delivery of the Goods and/or Service to which the invoice relates, have been provided. No payment of or on account of the Order Price shall constitute any admission by Purchaser as to the performance by Supplier/Contractor of its obligations hereunder or the acceptance of the Goods and/or Service.
- 3.5 All stage payments are subject to the completion of the specified milestones and the submission of all documents listed in Supplier/Contractor document requirements described in the Order as due for submission by the date of the milestone. If the submission and acceptance of

documentation that is required for a payment milestone is delayed, Purchaser reserves the right to postpone the payment until the documents are submitted and the next milestone has been achieved, unless the delay is through no fault of Supplier/Contractor.

- 3.6 Supplier/Contractor shall be responsible for ensuring the proper packaging of the Goods ordered, hereunder. Any and all costs for packing, crating, special transportation, and/or other related charges are included in Supplier/Contractor's pricing in this Order. Any damage or loss to the Goods, delay or extra work due to Supplier/Contractor's packaging shall be on account of Supplier/Contractor.
- 3.7 Supplier/Contractor shall quote the Order Price (Per diem, Man-day, Man-month, Lumpsum etc.) based on the job requirement and structure of the Order as per the scope defined. The lump sum per diem price shall include all man hour charges, tools & tackles, safety gears required to perform the job including travel, boarding & lodging, local conveyance and other associated expenses except GST charges which shall be reimbursable at actuals. Man hour/day charges shall be calculated and paid only from the first hour/ day of visit at project site/ Facilities till last hour/day at Project site duly certified by Purchaser's site in-charge.
- 3.8 GST shall be reimbursed as may be applicable, at actuals. It is requested to mention the HSN Code in Invoice against each & every item. It is the essence of the supply contract that the relevant sale data is uploaded to the GST portal by the supplier through GSTR-1 on time. Loss of interest and/ or tax credit of Purchaser due to default and/or reasons attributable to the Supplier/Contractor shall be charged to the account of the Supplier/Contractor and shall have to be paid promptly to Purchaser on demand.
- 3.9 Supplier/Contractor shall furnish, wherever applicable, to Purchaser performance bank guarantee and advance payment guarantee as per the format attached in **Annexure E and F** or any other format as may be provided by Purchaser.

4. DELIVERY OF GOODS AND/OR SERVICE

- 4.1 Time is a material provision and is of the essence for Supplier/Contractor's performance and Supplier/Contractor acknowledges and agrees that Purchaser's schedule of production and its progress is contingent upon Supplier/Contractor's timely performance of the supplies, and delay therein will immensely prejudice and cause substantial loss to the Purchaser.
- 4.2 Supplier/Contractor will deliver the Goods and/or perform the Service at the place and within the time period for delivery stated in the Order. Supplier/Contractor will comply with all delivery terms, conditions and instructions stated in the Order. Supplier/Contractor will obtain export licences, if any required for the Goods and/or Service. Supplier/Contractor will ensure that Purchaser receives all necessary transport documents in a timely manner to enable Purchaser to take delivery of the Goods and/or Service in accordance with the requirements of the Order.
- 4.3 Supplier/Contractor will supply Goods and provide the Service in accordance with the scope of work set out in the Order, including, but not limited to, the time for delivery of the Goods and/or Service to Purchaser's satisfaction. Except as expressly provided in the Order, Supplier/Contractor will be responsible at its sole cost for providing all the necessary personnel, manpower, equipment, material and supplies and for making all arrangements necessary for the performance and

completion of the Service and/ or delivery of the Goods under the Order.

- 4.4 Supplier/Contractor acknowledges that, other than as expressly set out in the Order, Purchaser will have no obligation to provide any assistance to Supplier/Contractor and Purchaser makes no representations as to the availability of any facilities, equipment, materials, systems or licenses which may be helpful or useful for the fulfilment by Supplier/Contractor of its obligations under the Order. If Purchaser provides access to and use of its premises, Facilities or systems (whether on Project site or remotely) to Supplier/Contractor for the purposes of the Order, Supplier/Contractor will ensure that its personnel, manpower or sub-contractors will, at all times (a) use such access exclusively for the specific purpose for which the access has been granted and (b) comply with Purchaser's safety, security and other regulations and instructions for such access and use. Supplier/Contractor will ensure that only those of its personnel, manpower that have been authorized by Supplier/Contractor, and approved by Purchaser, have access to Purchaser's premises, Facilities or systems.
- 4.5 Title to any equipment, supplies which may be provided to Supplier/Contractor by Purchaser, will remain with Purchaser. Such equipment and supplies will be returned to Purchaser at the conclusion of the Order or when no longer needed by Supplier/Contractor for execution of its obligations under the Order, in the same condition as they were provided to Supplier/Contractor by Purchaser, subject to normal wear and tear. Supplier/Contractor will indemnify Purchaser the value of any loss of, damage to, or degradation of the equipment and supplies beyond normal wear and tear.
- 4.6 Supplier/Contractor acknowledges that Purchaser may monitor Supplier/Contractor's performance under the Order. Supplier/Contractor agrees to provide its full cooperation with such performance monitoring, at no additional cost or expense to Purchaser, and provide relevant information as reasonably requested by Purchaser.
- 4.7 If Supplier/Contractor determines at any time during the subsistence of the Order that it will be unable to deliver the Goods or perform the Service within the delivery date(s) stipulated in the Order, Supplier/Contractor will (a) immediately consult with Purchaser to determine the most expeditious means for delivering the Goods or Service; and (b) use an expedited means of delivery, at Supplier/Contractor's cost, if reasonably requested by Purchaser to do so. Partial deliveries of Goods or Service will not be accepted unless prior written approval for such partial delivery has been given by Purchaser to Supplier/Contractor.
- 4.8 Delivery of the Goods and/or Service will not constitute acceptance of the Goods and/or Service. If the Goods or Service or any part thereof do not conform to the requirements including but not limited to the qualitative requirements of the Order or if Supplier/Contractor delivers the Goods or Service later than the dates/ time period specified in the Order or fails to deliver the Goods or Service in accordance with the agreed delivery dates and delivery terms, conditions and instructions, Purchaser may, without prejudice to any of its other rights and remedies, exercise one or more of the following rights at Purchaser's option:
 - (a) Purchaser can reject and refuse to accept any or all of the Goods (including those that do conform to the Order) and/or Service. If Purchaser rejects the Goods and/or Service, Supplier/Contractor will, at its own cost, arrange for the prompt return of the rejected Goods and, at Purchaser's option, Supplier/Contractor will promptly replace the rejected Goods and/or will rectify the Service with

Goods and/or Service which conforms to the PO/SO (and will be responsible for all costs related to such replacement/rectification) or Purchaser may exercise its other rights set out below;

- (b) Purchaser, by written notice, may require Supplier/Contractor, at Supplier/Contractor's expense, to remedy its performance, including any deficiencies in Service, to Purchaser's satisfaction within fifteen (15) days from the date of receipt of Purchaser's notice (or within such shorter period as Purchaser may determine, in its sole discretion, as may be specified in the notice);
- (c) Purchaser may procure all or part of the Goods or Service from other sources at the cost and risk of Supplier/Contractor, in which case, Supplier/Contractor shall pay to Purchaser any difference between the price at which such Goods and/or Service have been purchased and the price calculated at the rate set-out in this Order;
- (d) Upon Purchaser's demand, Supplier/Contractor will refund all payments (if any) made by Purchaser in respect of the rejected Goods or Service, as the case may be, that have not been delivered or performed in accordance with the delivery dates and delivery terms in the Order;
- (e) Purchaser can give written notice of breach and, if Supplier/Contractor fails to remedy the breach, Purchaser can terminate the Order in accordance with Clause 11 hereinbelow;
- (f) Purchaser can require Supplier/Contractor to pay liquidated damages as set out in clause 13(3) herein.

4.9 Supplier/Contractor expressly acknowledges that if, in respect of any Order, Purchaser takes delivery of all or some of the Goods or Service that have been delivered late or otherwise not in full compliance with the delivery terms, conditions and instructions or that are not in full conformity with the requirements of the Order, it shall not constitute a waiver of Purchaser's rights in respect of such late delivery or non-compliant Goods or Service.

4.10 While performing obligations under the Order, Supplier/Contractor, wherever applicable, shall comply and shall ensure all subcontractors shall comply with the safety codes, Safety and Environmental Management System rules, Supplier/Contractor's responsibility w.r.t safety, Standard Operating Procedure (SOPs) for temporary power supply for project job and maintenance attached herein as **Annexure A, Annexure B, Annexure C and Annexure D** respectively that may be amended from time to time.

4.11 During the progress of work under the Order, Purchaser shall have the power to order/ instruct the following:

- (a) The removal from Project site of any materials, which are not in accordance with Order, and which are supplied by Supplier/Contractor, at the cost of Supplier/Contractor.
- (b) The substitution by proper and suitable materials according to specifications.
- (c) The removal and rectifications of any work notwithstanding any previous test conducted thereof and/ or any interim payment made therefor, which in

respect of materials and/ or workmanship is not in accordance with the Order. If engineer-in-charge issues any order/ instruction in terms hereof, Supplier/Contractor agrees and undertakes to carry out such order/ instruction.

5. EXPEDITING AND INSPECTION OF GOODS AND/OR SERVICE

5.1 It is Supplier/Contractor's responsibility to expedite delivery and inspect quality of Goods and/or Service and Sub-Orders in support of Supplier/Contractor's performance of the Order.

5.2 Purchaser reserves the right to expedite delivery and inspect quality of any Goods and/or Service and enter the premises of Supplier/Contractor and Subcontractors at any time for the purpose of expediting, delivery and/ or inspection. At all times during performance of the Order, Supplier/Contractor shall provide Purchaser and/or their representatives reasonable access to its and Subcontractor's facilities for purposes of inspections, verification of compliance with quality assurance testing and requirements, and for verification of the progress of Supplier/Contractor's scope of supply, as requested or required by Purchaser. Supplier/Contractor shall provide at its own expense and shall cause Subcontractors to provide at their own or Supplier/Contractor's expense, the equipment, the accommodation and the personnel necessary for the performance of Purchaser's expediting and inspection requirements, including performance of any tests specified in the Order or which are deemed in Purchaser's sole discretion to be reasonably required for inspections or to verify Supplier/Contractor's performance hereunder. Supplier/Contractor shall not be entitled to an extension of time or adjustment to the Order price for any such inspection or for rejection of Goods and/or Service by the Purchaser or its representative as a result thereof.

5.3. In the event that extraordinary expediting activities are required by Purchaser due to the fault of Supplier/Contractor and to maintain the conditions stipulated in this Order, the extra costs (in-house and third party) shall be charged to Supplier/Contractor. These costs shall include cost for salaries, including burdens and benefits, during working and traveling hours, as well as cost for travel, boarding and lodging.

5.4 Supplier/Contractor shall carry out, at its sole expense, any tests and inspections required under the Order or necessary to verify that the Goods and/or Service including packing, marking and quantity verification, comply with the Order requirements. Any cost for inspection tests such as mechanical, chemical, hydro-static, x-ray, ultrasonic, laboratory tests and/ or such other tests as may be necessary as well as any personal expenses for third party inspectors required by Supplier/Contractor, such as cost of travel, boarding lodging and salaries are for Supplier/Contractor's account, unless otherwise specified in the Order. Purchaser has the right to ask for additional testing beyond the testing specified in the Order or required by Article 5.

5.5 Purchaser shall also carry out inspection activities for all the supply items and works / Service at Supplier/Contractor/ Sub-contractor works through its approved third-party Inspection Agency (TPIA) as well as Purchaser's in house inspection personnel. Cost of the co-ordination with Third Party Inspection Agency including inspection charges, travel, lodging and boarding charges shall be borne by Purchaser.

5.6 Cost for additional expediting or inspection by Purchaser caused by reasons for which Supplier/Contractor is responsible, shall be for Supplier/Contractor's account.

These costs shall include cost for salaries, including burdens and benefits, during working and traveling hours, as well as cost for travel, boarding and lodging.

- 5.7 If Goods and/or Service appear as a result of testing not to be in compliance with the requirements of the Order, all costs of additional testing, including Purchaser's costs for attending, witnessing and/or reviewing such tests, are for Supplier/Contractor's account.
- 5.8 No Goods shall be shipped before all tests and inspections have been performed in accordance with the Order and the results of such tests or inspections have been accepted and released by Purchaser. Certified copies of the test results and inspection reports shall be transmitted to Purchaser in accordance with the required schedule set forth in the Order.
- 5.9 Purchaser's expediting, inspection, waiver of inspection, or testing of the Goods/Service, directions, review, authorization, acknowledgment, approval or consent, or election not to test or inspect, shall not discharge Supplier/Contractor from its obligations, responsibilities, or liabilities under this Order. Purchaser's failure to discover or reject Goods or Service not in conformance with the Order does not constitute acceptance of such non-conforming Goods and/or Service.
- 5.10 If at any time prior to the start of the warranty period, any Goods and/or Service are found to be defective, or not in conformance with the Order, Purchaser shall have the right in addition to any other rights/remedies provided hereunder, upon giving notice and the basis for its decision to: 1) require correction by repair or replacement of the non-conforming Goods and/or Service; 2) reject any or all defective or non-conforming Goods and/or Service, or 3) accept and correct such Goods and/or Service, at Supplier/Contractor's expense. Supplier/Contractor shall pay all costs and expenses associated with any failure by Supplier/Contractor to comply with quality assurance requirements or programs or failure to comply with the requirements of the Order, including such repair, replacement, rejection, or correction, and all handling and transportation costs to and from destination, and Purchaser's costs and expenses for any required expediting, re-inspections, analyses, or additional testing.
- 5.11 Supplier/Contractor's failure to comply with the Order requirements, including quality and/or schedule requirements, may, at Purchaser's sole discretion, require Purchaser to increase its inspection, quality control and/or expediting corrective measures on oversight of Supplier/Contractor and/or its Subcontractors, or take other measures to assure itself that the Goods and/or Service meets the requirements of the Order and that progress is sufficient to meet Supplier/Contractor's delivery commitment. Any and all costs associated with such additional measures shall be charged to Supplier/Contractor's account.
- 5.12 Supplier/Contractor has a positive duty to use best efforts to mitigate all delays or possible delays.

6. REPRESENTATIONS, GUARANTEES AND WARRANTIES

- 6.1 Supplier/Contractor represents and warrants that throughout the term of the Order:
- (a) it has the full authority and power to accept the Order and to perform its obligations under it and the Order is a legal, valid and binding obligation, enforceable against it in accordance with its terms

- (b) it has, and will maintain throughout the term of the Order, all rights, licenses, authority and resources necessary, as applicable, to develop, source, manufacture and supply the Goods and to perform the Service and other obligations under the Order;
- (c) that all the information provided by Supplier/Contractor concerning the Goods, Service is true, correct, accurate and not misleading;
- (d) it is financially solvent and is able to supply the Goods or perform the Service to Purchaser in accordance with the terms and conditions of the Order
- (e) that the use or supply of the Goods and Service do not and will not infringe any patent, design, trade name, trademark and/ or any such other intellectual property;
- (f) it has not and will not enter into any agreement or arrangement that restrains or restricts any person's rights to use, sell, dispose of or otherwise deal with the Goods or Service; and
- (g) that the development, manufacture and supply of the Goods or performance of Service are, and will continue to be, in compliance with all Applicable Law, rules and regulations. Supplier/Contractor shall release, indemnify, defend, and hold harmless Purchaser from and against any and all claims, loss and liabilities arising from failure of such Goods and Service to comply therewith.

6.2 Supplier/Contractor further represents and warrants that throughout the term of the Order, it and its personnel and Subcontractors will perform and provide the Service (a) according to the terms of the Order (b) in a professional and workmanlike manner; (c) with reasonable care and skill and in accordance with the highest professional standards.

6.3 Supplier/Contractor further represents and warrants that the Goods (including packaging): (a) conform to the quality, quantity and specifications for the Goods stated in the Order; (b) conform in all respects to the technical documentation provided by Supplier/Contractor in respect of such Goods and, if samples were provided to Purchaser prior to accepting the Order, are equal and comparable in all respects to such samples; (c) are new and factory-packed; (d) are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to Supplier/Contractor by Purchaser in the Order; (e) are of consistent quality and free from faults and defects in design, manufacture, workmanship and materials; (f) are free from all liens, encumbrances or other third party claims; and (g) are contained or packaged in accordance with the standards of export packaging for the type and quantities of the Goods specified in the Order, and for the modes of transport of the Goods specified in the Order (including but not limited to, in a manner adequate to protect them in such modes of transport), and marked in a proper manner in accordance with the instructions stipulated in the Order and Applicable Law. These warranties shall be until twenty-four (24) months after commencement of operation of the Project Site in which the Goods are incorporated or thirty-six (36) months after the last actual delivery date and acceptance by Purchaser, whichever is later (the "Defects Liability Period"). The warranty period (the "Defects Liability Period") of the Goods shall be extended by any period(s) equal to the period(s) during which the Project Site in which the Goods are incorporated have been out of operation or their commencement of operation has been delayed as a result of a defect to which this warranty applies. The

guarantee for performance shall cover individual item and system, for their accuracy, ratings and outputs, as well as for the integrated operation of the complete equipment and its auxiliaries as a whole.

- 6.4 If Supplier/Contractor is not the original manufacturer of the Goods or any part of the Goods, Supplier/Contractor agrees to assign to Purchaser all manufacturers' warranties in addition to the warranties under the Order.
- 6.5 In addition, the warranty period with respect to replaced or repaired Goods shall be extended by twelve (12) months from the date of acceptance of repairs or replacements by Purchaser, or the initial warranty period, whichever is later.
- 6.6 Purchaser shall notify Supplier/Contractor in writing, whenever a discrepancy or defect is discovered even during the operation as covered by this Clause 6. Supplier/Contractor shall promptly repair and/or replace, at Supplier/Contractor's sole expense, any discrepancy or defective Service or Goods, including defective workmanship and/or materials furnished by Supplier/Contractor and/or its Sub Contractor. If such discrepancies or defects are not promptly corrected to the satisfaction of Purchaser, Purchaser may cause same to be corrected by any third party to be solely appointed by the Purchase at its discretion, at Supplier/Contractor's expense, including all associated site costs.
- 6.7 Supplier/Contractor guarantees and undertakes to make good the defects / deficiencies at its risk and cost, within time schedule specified in material requisition. (i) Process Guarantees (Performance Guarantees & Minimum Guarantees); (ii) Guarantee on performance and life of catalyst and specific consumption of catalyst; and (iii) Guarantee for all supplies and Service covered under Contract. Supplier/Contractor shall be responsible for carrying out design, detailed engineering, procurement, fabrication, installation, commissioning, and Performance Guarantee Test Run (PGTR) of all items as per the bidding document and Order requirement specified elsewhere and shall be meeting good and sound engineering practice. Supplier/Contractor shall also guarantee the workmanship for manufacture as applicable for all supplies including proprietary items and all Service / works performed under the Scope of Work shall be carried out as per provisions of the Purchase Order including Performance tests to be carried out when the plant/unit/equipment is stabilized under design conditions as per approved procedure. The performance shall be measured on the basis of the average of data obtained during 72 hours (specified elsewhere) of performance test runs under continuous operation of the unit/plant/equipment.
- 6.8. All of Supplier/Contractor's and its Subcontractors' representations, warranties, and guarantees contained in the Order are and shall be deemed material and shall survive the completion or termination of this Order.
- 6.9 Goods and/or Service shall strictly comply with:
- (i) the requirements as stated in or to be inferred from the Order attached hereto;
 - (ii) the Guarantees and Warranties as per Article 6 of these terms and conditions;
 - (iii) any performance requirement, noise requirements and design life as set forth in the Order;
 - (iv) any other requirements of the Order; and
 - (v) Applicable Law.
- 6.10 Supplier/Contractor is fully responsible for the quality of the painting and coating, and for all related quality assurance /quality control(QA/QC) activities as stated in the Order.

7. TITLE AND RISK OF LOSS

- 7.1 Supplier/Contractor shall continuously protect the Goods and other property of Purchaser and others from injury, damage, or loss arising in connection with Supplier/Contractor's or its Subcontractors' performance under this Order and shall bear all risk of loss therefore until point of delivery, complete title transfer of ready Goods and acceptance by Purchaser.
- 7.2 Supplier/Contractor warrants and guarantees good and unconditional title to all Goods furnished by it and its Subcontractors hereunder. Title to all the Goods provided under this Order shall pass to Purchaser or its designate at the first to occur of: (a) the date all or such portion of said Goods is placed at the Order delivery point, or as otherwise set forth in the Order, or (b) as otherwise set forth in the Order, or (c) the date payment for all or such portion of the Goods is made. Said transfer of title shall in no way affect Purchaser's rights to refuse the Goods in case of non-conformity with the requirements for the Goods as set forth in other provisions of the Order or any other remedies available to Purchaser.
- 7.3 Title to the Goods including title to the materials and work-in-progress and Intellectual Property Rights developed for or to the Goods, whether or not the same has been incorporated in the Goods shall vest in Purchaser or its designate at the time set out in Article 7.2, and in any case shall not be part of Supplier/Contractor's property or estate in the event Supplier/Contractor or its Subcontractor is adjudged insolvent or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of Supplier/Contractor's or its Subcontractor's insolvency, or if the Order is terminated. Notwithstanding the foregoing, Supplier/Contractor shall be responsible for and shall bear any and all risk for loss or damage to the Goods until delivery and written acceptance thereof in accordance with the delivery provisions of the Order. Upon such delivery and acceptance by Purchaser, Supplier/Contractor shall cease to bear the risk of loss or damage; provided however, that any loss or damage, whenever occurring, which results from Supplier/Contractor's or its Subcontractors' non-conforming packaging or crating shall be borne solely by Supplier/Contractor.
- 7.4 All drawings, documents, engineering, computer disks and/or tapes, and other data prepared or furnished by Supplier/Contractor or its Subcontractors in supplying Goods shall become the property of Purchaser at the time of preparation and may be used by Purchaser for any purpose whatsoever without limitation.
- 7.5 For the purpose of protecting Purchaser's interest in the Goods with respect to which title has passed to Purchaser but which remain in the possession of Supplier/Contractor or its Subcontractors, Supplier/Contractor shall take or cause to be taken all steps necessary under the Applicable Law of the appropriate jurisdiction(s) to protect Purchaser's title and shall indemnify, defend and hold harmless the Indemnified Parties against all Claims by any persons or third parties with respect thereto and hold such Goods in trust for Purchaser until delivery and acceptance thereof by Purchaser.
- 7.6 Any of the Goods furnished hereunder for which title has passed to Purchaser but which remains in the care and custody of Supplier/Contractor, or its Subcontractors and any Purchaser provided items, shall be clearly identified as being the property of Purchaser and shall be segregated from Supplier/Contractor's or its Subcontractors' property. In addition, title to materials or partially completed Goods

whose full costs are included in any cancellation charges shall pass to Purchaser. Purchaser shall advise Supplier/Contractor, in writing, of the disposition of such Goods.

8. **SUBSTITUTIONS**

- 8.1 All deviations, substitutions, or exceptions to this Order, must be approved by the Purchaser, at its sole discretion, in writing, by use of e-mail, fax or letter, and later confirmed with an Order Supplement prior to the aforesaid deviations, substitutions or exceptions becoming effective. If a specific product or its equal is called for in this Order, Purchaser must approve the proposed equal in writing prior to such substitution. Where there is any question concerning the use of materials, products, equipment or devices not manufactured by Supplier/Contractor, which must be used to comply with this Order, Supplier/Contractor shall obtain and follow the recommendations of the manufacturer regarding the use and provide copies of such to Purchaser.
- 8.2 Should Supplier/Contractor propose to furnish equivalent materials, processes and/or products, either in substitution for or as an alternate to Purchaser's specification, Supplier/Contractor shall submit full details thereof and obtain Purchaser's prior written approval. Purchaser's decision as to the suitability of any such equivalent materials, processes and/or products shall be final, but the approval of Purchaser shall not relieve Supplier/Contractor from its responsibility for complying in all respects with the Order requirements and shall not affect the warranty or any guarantees covering all or any parts of the Goods or Service.

9. **CHANGES**

- 9.1 Purchaser shall have the right to make changes or variations to the work (including any additions or reductions to the Scope of Work) for Goods and/or Service covered by this Order. If Supplier/Contractor believes that such changes or variations affect the Order Price or delivery schedule of the Goods and/or Service, Supplier/Contractor shall notify Purchaser in writing (with complete supporting documentation) within ten (10) calendar days after receipt of Purchaser's written notice of change or variation however should continue with all the agreed terms and the assigned work as per the Purchase Order conditions. Unless Supplier/Contractor presents to Purchaser a written request for adjustment in the Order Price or delivery by Supplier/Contractor within ten (10) calendar days after receipt of Purchaser's written notice of a change or variation, Supplier/Contractor shall be conclusively deemed to have waived all Claims against Purchaser with respect thereto. However, Supplier/Contractor shall not perform any change or variation unless first authorized in writing by Purchaser.
- 9.2 Purchaser and Supplier/Contractor shall mutually agree in writing upon any adjustment pursuant to this Article 9 to reflect the extent, if any, that such change or variation has resulted in an increase or decrease in the Order Price and/or a delay or acceleration of the delivery date. If released in writing by Purchaser, Supplier/Contractor shall comply with and perform such change or variation in accordance with the terms and conditions of this Order during the time Supplier/Contractor and Purchaser are working to mutually agree upon an equitable adjustment in the Order Price or delivery or both. Agreement to such adjustment shall constitute a waiver of all Claims by Supplier/Contractor arising out of the change or variation. In the event any such change or variation results in a reduction in Supplier/Contractor's scope of work, no allowance shall be made to Supplier/Contractor for damages, including loss of anticipated profits. In the event

that the Parties cannot agree the impact of a change, either Party may refer the matter to for resolution in accordance with Article 21. Supplier/Contractor shall not suspend or delay performance of the unaffected portion of the Goods and/or Service under this Order while Purchaser and Supplier/Contractor are in the process of making any such change and during the process of resolving any dispute.

- 9.3 No agreement or understanding modifying the conditions or terms of this Order shall be binding upon Purchaser, nor will Purchaser pay compensation, unless the agreement or understanding is made in writing and signed by Purchaser. Such written agreement will be by means of an Order Supplement, which will formally recognize the agreements made between Purchaser and Supplier/Contractor. This Order Supplement shall be deemed to be incorporated in the Order and to be complete and final and to include the accumulative effect of any previously agreed to Order Supplements with respect to both cost and time.

- 9.4 Should Supplier/Contractor consider itself entitled to any claim for additional compensation or extension of schedule, Supplier/Contractor shall, as a condition precedent to Supplier/Contractor's right to make a claim for such additional compensation or extension of schedule, do the following:

- (a) within ten (10) calendar days after such event has arisen, notify Purchaser in writing of the same; and
- (b) within ten (10) calendar days after such notification, submit in writing to Purchaser detailed particulars of any additional compensation or extension of time to which Supplier/Contractor may consider itself entitled and the basis substantiating said claim so that Purchaser may properly evaluate such claim.

Unless Supplier/Contractor presents to Purchaser a notice and a written request for adjustment in the Order Price or delivery by Supplier/Contractor within ten (10) calendar days as referred to as a condition precedent above, Supplier/Contractor shall be conclusively deemed to have released and waived all Claims against Purchaser with respect hereto.

- 9.5 If Supplier/Contractor institutes a design change without prior written authorization of Purchaser, which results in a deviation from or non-conformance with the specification, any additional costs incurred by Purchaser in connection with such deviation or non-conformance shall be for Supplier/Contractor's sole account and Supplier/Contractor indemnifies, defends and holds harmless Indemnified Parties from all costs in relation to such deviation or non-conformance.

- 9.6 Supplier/Contractor acknowledges that any failure to comply with any requirement as stipulated in this Article 9 shall forfeit any rights Supplier/Contractor may have in respect of such additional compensation, extension of time or otherwise.

10. **BACK CHARGES**

- 10.1 In the event that the Goods and/or Service are found to be defective either with respect to workmanship or materials or otherwise, in any manner, and are not in conformance with the Order or Supplier/Contractor defaults with respect to its obligations hereunder, Supplier/Contractor shall promptly correct any such deficiency in the Goods and/or Service when notified by Purchaser. While Purchaser will generally inspect Goods and/or Service provided under this Order, any such procedures or inspection shall in no way relieve Supplier/Contractor of its responsibility to

correct any deficiencies in the Goods and/or Service in connection with this Order.

- 10.2 In the event that Purchaser requests that Supplier/Contractor correct any deficiencies in any Goods and/or Service procured in connection with this Order and if Supplier/Contractor does not arrange for the correction of such Goods and/or Service immediately or in the event Purchaser deems it necessary in case of emergency, Purchaser may then arrange for correction of such Goods and/or Service and charge Supplier/Contractor for the costs associated with any such correction and Supplier/Contractor indemnifies, defends and holds harmless Indemnified Parties from all costs in relation to such correction.
- 10.3 Upon completion of any remedial work necessary for the correction of any deficient Goods and/or Service, Purchaser will invoice Supplier/Contractor for the costs incurred and may withhold all itemized amounts from any funds still due and owing to Supplier/Contractor by Purchaser. The cost of back-charge work may include but not be limited to the following:
- (a) Labour: at actual cost including payroll burdens, overhead, and profit;
 - (b) Material: at actual supplier and freight invoice cost delivered to the Project Site;
 - (c) Construction equipment: at actual third party rental cost, or at Purchaser's equipment rental rates, as applicable;
 - (d) All taxes, levies, duties, and assessments attributable to the back-charge work; and/or
 - (e) Mark-up of thirty percent (30%) applied to items (a) through (d) above for Purchaser's indirect costs, supervision, and administration.
- 10.4 Purchaser's performance of back-charge work shall not relieve Supplier/Contractor of its responsibilities and obligations under the Order.

11. **TAXES AND DUTIES**

- 11.1 All taxes and duties levied on or charged to Purchaser as a result of the Order or the performance thereof, shall be for Supplier/Contractor's account, unless otherwise specified in the Order. Supplier/Contractor shall invoice Purchaser for such taxes based on the delivery location of the Goods and/or Service and such taxes shall be listed as a separate line item on Supplier/Contractor's invoices.
- 11.2 Supplier/Contractor hereby accepts exclusive liability for, and shall release, indemnify, defend and hold harmless the Indemnified Parties for the payment of any and all taxes, contributions for unemployment insurance, old age pensions or annuities, or any other purposes now or hereafter imposed in connection with this Order.
- 11.3 For indigenous Supplier/Contractors, quoted price shall be deemed to be inclusive of all applicable taxes, custom duties, etc. within and outside of India, including BOCV cess, royalties, tonnage, seigniorage charges (if applicable), whatsoever, except "Goods and Service Tax" (hereinafter called GST). Further, all prices, taxes, duties, levies, charges, cess, including GST, within and outside of India, on any transaction between Supplier/Contractor and their sub-contractor/sub-supplier shall be included in the total lump sum price quoted by Supplier/Contractor. However, any such taxes and duties should be shown separately in the quotation.

For foreign Supplier/Contractors, all taxes in India including customs duty but excluding withholding tax, which shall be in Purchaser's scope, any other taxes, duties and outgo outside India shall be in Supplier/Contractor scope. However, Supplier/Contractor shall provide the documents mentioning applicable HSN Code as required for custom clearance and custom duty payment. The Purchase Order price is deemed to be inclusive of all taxes including GST on any transaction between Supplier/Contractor and their Subcontractor.

- 11.4 If any tax deducted at source are withheld from payments to Supplier/Contractor, then Purchaser shall provide a TDS certificate for the amount withheld from the invoice which can be used by Supplier/Contractor to get credit. No TDS is however applicable on reimbursement of expenses.

For the Service, the deduction of withholding tax shall be on the reduced rates, if applicable, under Double Taxation Avoidance Agreement (DTAA) or the domestic rate under Indian Law if there is no DTAA.

- 11.5 Any anti-dumping duty if applicable for any specific item, shall be included in the lump sum price. Quoting correct HSN number shall be the sole responsibility of Supplier/Contractor. Supplier/Contractor is responsible for submission of correct concessional documents including certificate of country of origin duly certified by Chamber of Commerce.
- 11.6 Purchaser shall have the right to make deduction at source or withholding or retentions and / or recover from Supplier/Contractor's invoices by way of set-off (including the entire amount under the last invoice of Supplier/Contractor) such amounts as may be prescribed under the Applicable Law.
- 11.7 In certain situations, a Government Authority may treat Purchaser and/or Company as the representative assessee of Supplier/Contractor and recover the taxes due to the Government Authority by Supplier/Contractor from Purchaser and/or Company. In such situations, Purchaser shall have the following rights:
- (a) Purchaser shall be entitled to recover from Supplier/Contractor, the taxes paid on behalf of Supplier/Contractor (together with any costs and expenses incurred by Purchaser and the Company in connection therewith) or to retain the same out of any amounts to be paid to Supplier/Contractor that may be in its possession (whether due under this Purchase Order or otherwise) and shall pay only the balance, if any, to Supplier/Contractor; and
 - (b) If Purchaser is required to furnish any details or documents in such capacity, Purchaser shall request the details or documents to be furnished to it by Supplier/Contractor and Supplier/Contractor shall immediately furnish the same to Purchaser. If Supplier/Contractor fails to comply with the foregoing, any penalty/interest levied on Purchaser for non-filing or late filing of details or documents in this regard shall be recoverable from Supplier/Contractor.

11.8 **Anti-tax evasion**

Supplier/Contractor warrants, represents and undertakes for itself and on behalf of Supplier/Contractor group and each Sub-contractor that neither Supplier/Contractor nor any member of the Supplier/Contractor group or the Sub-contractor shall, by any act or omission, place Purchaser

in breach of applicable tax evasion laws or cause Purchaser to commit an offence.

Supplier/Contractor shall, and shall ensure that each member of Supplier/Contractor group and Each Sub-contractor shall, comply with all applicable tax evasion laws in connection with the performance of the Purchase Order.

Supplier/Contractor shall further ensure that it has in place policies and procedures to prevent any breach of this Article 11.8 and ensure that each member of Supplier/Contractor group involved in performing the Purchase Order so complies. Upon provision of formal notice not less than thirty (30) days prior, Purchaser or its duly authorised representatives shall have the right to audit, at its own cost, the existence, content and implementation of the Policies and Procedures."

12. AUDIT

12.1 Supplier/Contractor, at no cost to Purchaser, shall keep complete and accurate accounts and records of all transactions relating to the Order in accordance with generally accepted accounting principles, and shall maintain the accounts and records for a period of at least six (6) years after receipt of the final payment made to Supplier/Contractor by Purchaser under this Order, provided that if records are required to resolve any dispute or legal proceedings, the period of retention and rights or access and examination shall continue until final resolution of the dispute or legal proceedings. All invoices issued by Supplier/Contractor to Purchaser shall accurately reflect the nature and extent of the matters to which they pertain.

12.2 Purchaser shall, through its own and/or any authorized third party representatives, have the right to inspect the accounts and records at all reasonable times during the performance of this Order for the purpose of verifying the correctness of amounts invoiced by Supplier/Contractor. Purchaser shall have the right to reproduce any of the aforesaid documents.

12.3 If Supplier/Contractor is entitled to the reimbursement of direct cost under the Order, such costs shall be justified, substantiated, and the subject of audit.

12.4 If any audit reveals errors in amounts invoiced and/or paid, Purchaser will notify Supplier/Contractor and shall either be entitled to immediately recover from Supplier/Contractor any amount paid in excess of that due under the Order or arrange to pay Supplier/Contractor the amount of any under-payment that may be revealed.

12.5 By agreement, Supplier/Contractor will require all Subcontractors to comply with the provisions of this Article. To the extent accounts and records are not maintained by its Subcontractors, Supplier/Contractor will cooperate fully and will cause its Subcontractors to cooperate fully in furnishing, or making available, accounts and records to Purchaser.

13. RIGHT TO OFFSET

13.1 Without prejudice to any other right or remedy of Purchaser, Purchaser shall have the right to withhold payment from Supplier/Contractor for any amounts owed by Supplier/Contractor to Purchaser under this Order or any other agreement and to offset payments due to Supplier/Contractor with such amounts. Purchaser may withhold disputed amounts invoiced by Supplier/Contractor until such disputes are resolved according to the dispute resolution procedures outlined herein.

13.2 Supplier/Contractor agrees that Purchaser may deduct all sums payable to Purchaser as liquidated damages pursuant to the Order from the sums to be paid to Supplier/Contractor.

13.3 Supplier/Contractor understands and agrees that, in the event Supplier/Contractor fails to deliver Goods and/or Service by the agreed contractual delivery date(s) and/or as per the requirement of the Order, Purchaser will incur significant damages, the exact amount of which would be difficult or impossible to precisely ascertain; and therefore, Supplier/Contractor agrees to compensate Purchaser by way of liquidated damages, and not as a penalty, a sum equal to 1% (one percent) of the total Order Price per week or portion thereof for the Goods and/or Service that remain undelivered after the agreed contractual delivery date(s). The total liquidated damages due under this sub clause shall not exceed 10% (ten percent) of the total Order Price. The payment or deduction of such liquidated damages shall not relieve Supplier/Contractor from its obligations to carry out and complete the Order and deliver the Goods and/or Service, or from any other of its obligations and liabilities under this Order or remedies available to Purchaser, and Supplier/Contractor acknowledges that such payment or deduction does not affect Purchaser's right to claim specific performance or other remedies available under Applicable Law.

14. TERMINATION

14.1 Termination for Default: Notwithstanding any other provisions in the GCC, the Supplier/Contractor shall be considered in default of its obligation under any Order if it - (1) performs work which fails to conform to the requirements of the Order, or (2) fails to make progress which may endanger performance of the Order, or (3) abandons or refuses to proceed with the whole or part of the work including modifications directed by Purchaser or fails to fulfil any of the terms of the Order or (4) fails to provide adequate assurance of Supplier/Contractor's future performance in accordance with the terms and conditions of the Order within the time specified and referred to in the Order or (5) Supplier/Contractor or its Subcontractor(s) become (or are likely to become) bankrupt or commence any voluntary bankruptcy proceeding, Supplier/Contractor goes into liquidation or, (6) Supplier/Contractor or its Subcontractors fail to make prompt payment for labour or materials, or violates Applicable Law or the lawful requirements of any competent authority or instructions of Purchaser;

14.2 Upon the occurrence of any of the foregoing, Purchaser shall notify Supplier/Contractor in writing of the nature of the failure and require Supplier/Contractor to remedy the same forthwith. If Supplier/Contractor does not rectify such failure within 7 (seven) calendar days from receipt of notification or such period as may be mutually agreed in writing, Purchaser may by written notice to Supplier/Contractor forthwith terminate whole or part of the Order. Purchaser may take possession of and utilize any materials, plant, tools, equipment and property of any kind furnished by Supplier/Contractor necessary to complete the work under the Order.

14.3 Upon termination of the Order for the reasons indicated above, Purchaser shall be entitled to carry on the work at the risk and expense of Supplier/Contractor through an independent agency for the balance period of the Order and recover from Supplier/Contractor in addition to any other amount, compensation or damage that Purchaser is entitled under the Order, the difference between the amount as would have been payable to Supplier/Contractor and the amount actually spent by Purchaser for the completion of the entire work under the

Order. Purchaser may complete the performance of this Order by such means as Purchaser selects (including the procurement of alternative Goods and/or Service upon such terms as Purchaser deems appropriate) and in the event of such cancellation under Article 14.1, Supplier/Contractor shall be solely responsible for any additional costs incurred by Purchaser in doing so. The amount of compensation or damage as may be determined by Purchaser shall be conclusive, final and binding upon Supplier/Contractor.

14.4 Upon termination for default, Supplier/Contractor shall (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or sub-order to the extent that they relate to the performance of the terminated work (b) turn over to Purchaser all materials, plant, tools, equipment and property furnished by Supplier/Contractor or provided by Purchaser for performance of the terminated work (c) cooperate with Purchaser on the transfer of information and disposition of work in progress so as to mitigate damages (d) comply with other reasonable requests from Purchaser regarding the terminated work.

14.5 **Optional Termination:** Purchaser may, at its option, terminate for convenience the Order in whole or in part, at any time by giving seven (7) days written notice to Supplier/Contractor. Such notice shall specify the extent to which the performance of the work is terminated and the effective date of such termination. Upon receipt of such notice Supplier/Contractor shall (a) immediately discontinue the work on the date and to the extent specified in the notice and place no further orders or sub-agreement(s) for materials, service, or factories, other than as may be required for completion of such portion of the work that is not terminated (b) assist Purchaser in the maintenance, protection and disposition of work in progress, plant, tools, equipment, property and materials acquired by Supplier/Contractor or furnished by Purchaser under the Order and (c) complete performance of such portion of the work which is not terminated. Upon such termination, Supplier/Contractor shall waive any claims for damages on account thereof, but as the sole right and remedy of Supplier/Contractor, Purchaser shall pay in accordance with the following:

- (a) All amounts due and not previously paid to Supplier/Contractor for work completed in accordance with the Order prior to such notice of termination and for work thereafter completed as specified in such notice; and
- (b) cancellation charges, if any mentioned in the Order.

14.6 Supplier/Contractor shall submit within thirty (30) calendar days after receipt of notice of termination, a proposal for an adjustment to the Order price and/or schedule including all incurred costs described herein based on actual, documented and justifiable costs and expense incurred by Supplier/Contractor. Purchaser shall review, analyse, and verify such proposal, if cost is reasonably incurred in the opinion of the Owner and negotiate an equitable adjustment, and the Order or agreement shall be amended in writing accordingly.

15. ASSIGNMENT

15.1 Supplier/Contractor shall not assign this Order, or any partial or total interest therein, including any monies due or to become due to Supplier/Contractor hereunder, without Purchaser's prior written consent. Purchaser may, without prior written consent of Supplier/Contractor, assign this Order or any interest herein.

15.2 Supplier/Contractor agrees to the assignment or novation of Purchaser's rights and the obligations to assignee at Purchaser's option. Any assignment or novation shall ensure that the terms and conditions remain predominantly unchanged. Upon assignment or novation to assignee, all actions of Purchaser shall transfer to such assignee as so designated by Purchaser and Purchaser shall not remain liable or responsible in any way with respect to the assigned Order and Supplier/Contractor shall receive and act upon the instructions of such assignee in conformity with the Order thereafter. Such assignment of the Order includes all outstanding monies due to Supplier/Contractor at the point of assignment.

16. LIENS

16.1 If at any time there is evidence of any lien or claim for which Purchaser might have become liable and which is chargeable to Supplier/Contractor, Purchaser shall have the right to retain, out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify Purchaser against such lien or claims and if such lien or claim is valid, Purchaser may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to Supplier/Contractor. If any lien or claim remain unsettled after all payments are made, Supplier/Contractor shall refund or pay to Purchaser all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. Purchaser shall have lien on all materials, equipment including those brought by Supplier/Contractor for the purpose of erection, testing and commissioning of the work.

16.2 Supplier/Contractor shall release, indemnify, defend and hold the Indemnified Parties harmless from any and all Claims or liens filed and/or made in connection with the Goods or Service, including all expenses and legal costs, attorneys' fees incurred in discharging any Claim(s), liens or similar encumbrances.

16.3 If Supplier/Contractor shall default in discharging any lien(s), Claim(s), or encumbrance(s) upon the Goods to be provided hereunder, or the Facilities, Project site, structures or the premises upon which they are located arising out of the performance of this Order by Supplier/Contractor or its Subcontractors, Purchaser shall promptly notify Supplier/Contractor in writing and give Supplier/Contractor an opportunity to satisfy, remove, discharge, or defend any such lien(s) or Claim(s) or encumbrance(s). If Supplier/Contractor either does not immediately satisfy such lien(s), Claim(s) or encumbrance(s) or cannot give Purchaser satisfactory reasons in writing for not immediately paying such lien(s), Claim(s) or encumbrance(s), Purchaser shall have the right, in its sole discretion, after written notification to Supplier/Contractor either to terminate this Order in accordance with Article 14 or to settle by agreement or otherwise provide for the discharge of such lien(s), Claim(s) or encumbrance(s), and Supplier/Contractor shall indemnify, defend and hold harmless the Indemnified Parties all costs incurred by the Indemnified Parties necessary to discharge such lien(s), Claim(s) or encumbrance(s), including administrative costs, attorneys' fees and any other related expenses. Purchaser's election to terminate this Order shall not prejudice any other right of Purchaser under this Order.

17. INTELLECTUAL PROPERTY

17.1 Purchaser shall be entitled to all intellectual property and other proprietary rights, with regard to products, processes, inventions, ideas, know-how, data or documents and other materials ("Contract Materials") that (i) Supplier/Contractor develops for Purchaser under the

Order and which bear a direct relation to the Order or (ii) are produced, prepared or collected in consequence of, or during the course of, the performance of the Order. The term "Contract Materials" includes, but is not limited to, all maps, drawings, photographs, plans, reports, recommendations, estimates, documents developed or received by, and all other data compiled by or received by, Supplier/Contractor under the Order. Supplier/Contractor acknowledges and agrees that Contract Materials constitute works made for hire for Purchaser.

- 17.2 Purchaser will not be entitled to, and will not claim any ownership interest in, any intellectual property or other proprietary rights of Supplier/Contractor that pre-existed the performance by Supplier/Contractor of its obligations under the Order, or that Supplier/Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Order. Supplier/Contractor grants to Purchaser royalty free perpetual license to use such intellectual property or other proprietary rights solely for the purposes of and in accordance with the requirements of the Order.
- 17.3 At Purchaser's request, Supplier/Contractor will take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring (or, in the case, intellectual property referred to in sub clause (2) above, licensing) them to Purchaser in compliance with the requirements of the applicable law and of the Order.
- 17.4 Supplier/Contractor represents and undertakes that the technology to be employed by Supplier/Contractor for the purpose of the Order is a known technology existing and in public use for many years and Supplier/Contractor, as the case may be, has all requisite authority, power and right to use such technology for fulfilling its obligations under this Order. In such event Supplier/Contractor coming to know of or Purchaser notifying Supplier/Contractor about any party filing any application for patent for similar technology in India after execution of this Order and till such date Purchaser uses the Service/deliverables or Goods, Supplier/Contractor shall take immediate and all reasonable steps to the satisfaction of Purchaser for either opposition of grant of such patent or for revocation of such patent. Supplier/Contractor shall grant to Purchaser a perpetual, non-exclusive, royalty-free, transferable, irrevocable license under Intellectual Property Rights, now or hereafter owned by or licensed to Supplier/Contractor and its Subcontractors, to use, copy, maintain, transfer and/or sell the Goods and Service
- 17.5 Supplier/Contractor represents and warrants that Purchaser's use or transfer or sale of the Goods and use of Service/ any deliverables and any technical information furnished hereunder by Supplier/Contractor and its Sub-contractors will not infringe any Intellectual property rights of any third party. Supplier/Contractor agrees, at its own expense, to indemnify any Claim and to defend any suit, proceeding, or action brought against the Indemnified Parties for alleged infringement of intellectual property rights arising from the provision, licence, sale or use of Goods or use of the Service or deliverables and technical information furnished hereunder and Supplier/Contractor agrees to defend, hold harmless and indemnify the Indemnified Parties from any loss, liability, cost, damage, and expenses (including legal costs and attorneys' fees) incurred by such Indemnified Parties in connection with any such Claim, suit, proceeding, or action. The Indemnified Parties shall have the right to participate in the defence of such suits or actions, or if it elects, it may assume the entire defence of such suits through its own counsel. Supplier/Contractor shall pay any amount negotiated by Supplier/Contractor for the settlement of said Claim and all damages and costs awarded against the

Indemnified Parties in such suit, action or proceeding. If said Goods, deliverables or technical information are held to constitute infringement, Supplier/Contractor shall, at its expense, either obtain for the Indemnified Parties the right to continue using said Goods/Deliverables or technical information, or replace same with non-infringing Goods/Deliverables or technical information acceptable to the Indemnified Parties or modify said Goods and/or Service, deliverable or technical information so it becomes non-infringing; provided, however that no such replacement or modifications shall in any way diminish the rated capacity or performance of the Goods/Deliverables or delay performance of this Order.

- 17.6 The terms and conditions of this Clause 17 shall survive the expiry or any termination of this Order.

18. GENERAL INDEMNIFICATION

- 18.1 To the maximum extent permitted by Applicable Law, Supplier/Contractor shall release, indemnify, defend and hold harmless the Indemnified Parties, from any and against all claims, losses, demands, causes of action and any and all related costs and expenses of every kind and character, including legal costs and attorneys' fees, arising out of, relating to, or in connection with bodily injuries or death of any person(s), or damages to any and all property in any way sustained or alleged to be sustained in connection with or by reason of Supplier/Contractor's or its Subcontractors' performance under this Order, or by any act or omission by Supplier/Contractor, its Subcontractors and its or their Affiliates, vendors, agents, officers, directors, personnel or representatives howsoever arising and whether or not the liability involved is founded on the Indemnified Party's tort (including active negligence and strict liability), breach of contract, breach of warranty or other legal fault, except that where prevented by Applicable Law.
- 18.2 Supplier/Contractor shall be liable for, and shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Claims which arise out of or in any way relate directly or indirectly to the failure, act or omission of Supplier/Contractor or any of its Subcontractors or its or their Affiliates, vendors, agents, representatives or personnel to comply fully with all Applicable Law having jurisdiction over Goods and/or Service or any of the persons listed in this Article 18.2.
- 18.3 The terms and conditions of this Article 18 shall survive the expiration or any termination of this Order.

19. LIMITATION OF LIABILITY

- 19.1 Limitation on and exclusions of liability in this Order shall not apply for the benefit of any party if and to the extent that such party caused (or contributed to) any Claim, loss or liability by its own gross negligence, wilful misconduct, or fraud.
- 19.2 The total liability of Supplier/Contractor to Purchaser, under or in connection with the Order shall not exceed 100% of Order Price mentioned in the Order.

This Sub Clause shall not limit liability in case of any breach of Applicable Law, breach of confidentiality obligation, liability under clauses 17 and 18, fraud, deliberate default or misconduct by the defaulting Party.

20. APPLICABLE LAW

- 20.1 The Order including all matters connected with the Order

shall be governed by the laws of India both substantive and procedural, for the time being in force.

21. DISPUTE RESOLUTION

21.1 Any dispute between the Parties which may arise in connection with this Order, or the interpretation, application, existence, implementation, validity, breach or termination of the Order or any provision thereof, shall, in the first instance be considered by the Parties at the management level and then, failing resolution at the management level within ten (10) working days, shall be referred to the senior management level.

21.2 Any dispute referred to the senior management level but which remains unresolved for thirty (30) calendar days after being referred for resolution to the senior management level, shall at the request of either Party, be referred to and finally resolved through arbitration to be conducted in accordance with the Arbitration and Conciliation Act 1996 and the rules framed there under, including any amendment thereof by a sole arbitrator mutually appointed or by a panel of three arbitrators out of which each Party shall appoint one arbitrator each and two such arbitrators shall appoint third arbitrator who will be presiding arbitrator. The seat, place and venue of arbitration shall be Kolkata, and the Courts at Kolkata alone shall have jurisdiction over and in relation to such arbitration proceeding.

22. COMPLIANCE WITH LAWS

22.1 Supplier/Contractor shall comply with and shall ensure that all Sub Contractors comply with all Applicable Law in the performance of this Order, including the manufacture and supply of the Goods or performance of Service including requirements for applicable export license and/or permits. Supplier/Contractor shall immediately contact Purchaser for instructions if Supplier/Contractor believes any part of this Order does not comply or may not comply with an Applicable Law.

22.2 Wherever applicable, Supplier/Contractor shall comply with the following

- (a) No labour below the age of eighteen (18) years shall be employed for the work. Supplier/Contractor shall at its expenses comply with all labour laws and keep Purchaser indemnified in respect of any non-compliance thereof. Supplier/Contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- (b) Supplier/Contractor if covered under the Contract Labour (Regulation and Abolition) Act, shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Order. Such fee/deposit shall be borne by Supplier/Contractor.
- (c) Supplier/Contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961, Apprentices Act, 1961, Provident Fund Act, 1952, Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 and all such other statutory enactments as may be applicable or any modifications, amendments thereof or any law relating thereto and rules made thereunder from time to time.

- (d) Supplier/Contractor shall not pay to his employees less than the minimum wages as may be prescribed by the State Government and shall also be liable to pay at such rate(s) in case of any increase of minimum wages during the Contractual period through enactment of law by Government.
- (e) Supplier/Contractor shall furnish Purchaser copies of valid labour licenses, registration certificates, PF and ESI registration certificates and any other statutory registration certificates that may be required for the purpose of the Order
- (f) Supplier/Contractor shall also be responsible for the proper maintenance of registers, records and accounts for compliance of all statutory provisions/obligations. Supplier/Contractor shall be responsible for maintaining records pertaining to payment of wages etc. payable to the employees of Supplier/Contractor and also for depositing the ESI, P.F. Contributions with the concerned authorities.
- (g) Supplier/Contractor shall be responsible for all the claims of his/its employees and the employee of Supplier/Contractor shall not claim whatsoever against Purchaser, nor Purchaser shall be liable and/or responsible to pay any additional amounts on any account whatsoever. Price once quoted and agreed to shall remain firm till the entire period of execution of the Order and there shall not be any scope for variation of the price/unless agreed between the Parties in writing.
- (h) Supplier/Contractor shall be solely responsible for settling/resolving any dispute/claim of his/its workmen during the pendency of the Order. In no circumstances any liability on this account shall accrue on Purchaser.
- (i) Supplier/Contractor shall comply with all the relevant provisions of ESI Act/Scheme with regard to this Agreement. Supplier/Contractor shall further fulfill other obligations/requirements of the Act/Scheme for proper compliance as may be directed by ESI Authorities or Purchaser from time to time.
- (j) Purchaser shall on a report having been made by an Inspecting officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to Supplier/Contractor, any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the Order for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said regulations.
- (k) All leave and attendance data pertaining to the personnel to be deployed by Supplier/Contractor to carry out the assigned jobs need to be maintained and controlled by Supplier/Contractor himself.
- (l) Wages Register: Photocopies of the wages register must be attached with the monthly bills. The wages register must correspond to the period of photocopies of PF & ESI challans. The wages of the personnel deployed by Supplier/Contractor must be disbursed in the presence of the principal employer in the scheduled format within scheduled time frame.
- (m) ESI Compliances: Monthly photocopies (of the previous month) of challans reflecting individual contributions of all contractual employees including supply labour, to be attached with the monthly bills. Eg. photocopy of ESI challan for the month of September must be attached with the bills for the Service rendered in October (that would be submitted in November).

- (n) PF Compliances: The photocopies of online PF returns of contributions need to be submitted within stipulated time as per the relevant act and rules.
- (o) The required compliances which are needed with the monthly bills are –
- Wage Register of the current month and previous month.
 - EPF TRRN (Temporary Return Reference Number) of the previous month.
 - EPF CRN (Remittance Confirmation Slip) of the previous month.
 - EPF ECR (Electronic Challan Cum Return) of the previous month.
 - ESI monthly contribution history of the previous month.
 - ESI monthly challan of the previous month.
 - For final bill:
 - ✓ all supporting documents related to terminal benefits
 - ✓ withal documents mentioned hereinabove till last month.
 - ✓ job completion certificate by concerned department.
 - ✓ Form VI A and VI B (for more than 9 workers) duly acknowledged by Office of Deputy Labour Commissioner, of site area.
 - ✓ Declaration of no dues in respect of statutory compliances, local Vendor by the Supplier/Contractor.
 - ✓ No further claim certificate by the Supplier/Contractor.
- (p) Half yearly return under Contract Labour (Regulation and Abolition) Act Photocopies of Form XXIV mentioned under Contract Labour (Regulation and Abolition) Act, need to be submitted along with the bills for Service rendered within stipulated time as per the act and rules made thdhereunder.
- (q) Other documents: Other documents that may be required to be produced would be communicated from time to time based on statutory requirements subject to subsequent amendments.

23. REMEDIES

- 23.1 The rights and remedies of Purchaser provided in this GCC the PO/SO and/or the SCC shall not be exclusive and shall be in addition to any rights and remedies provided by Applicable Law, in equity or otherwise.

24. HAZARDOUS MATERIAL

- 24.1 In the performance of this Order, Supplier/Contractor shall comply with and shall cause all Subcontractors to comply with all Applicable Law including for clarification, those relating to environmental law, toxic or hazardous materials, and/ or occupational health and safety. If this Order calls for the transfer to Purchaser by Supplier/Contractor or its Subcontractors of any chemical substance or mixture, or any material which may generate or release a chemical substance or any hazardous agent, Supplier/Contractor shall provide Purchaser before said transfer a Safety Data Sheet (SDS) and any associated labels which are current, accurate, and complete, which include a statement of Goods, hazards and precautions for safe use. Copies of the SDS shall include the Order number, shipping location, and shall be sent with the Goods to the shipping location identified in this Order.

- 24.2 Supplier/Contractor represents and warrants that neither it nor its Subcontractors will use asbestos or any material containing asbestos in the construction, fabrication, manufacturing, installation, supply, rework or packaging of any permanent or temporary part of Goods.

- 24.3 A breach of this Article 24 will constitute a material breach by Supplier/Contractor subject to immediate termination by Purchaser. Supplier/Contractor hereby indemnifies, releases and holds harmless the Indemnified Parties against any and all Claims and any and all related costs and expenses (including legal costs, attorneys' fees and court costs) arising from or in connection with Supplier/Contractor's or any of its Subcontractors' failure to comply with this Article 24.

25. EXPORT/IMPORT CONTROLS AND LICENSES

- 25.1 Supplier/Contractor understands that materials, equipment, software, and information provided under this GCC may be subject to India Export Control laws and regulations, and that re-exports, retransfers, disclosure, release, or other transfer (collectively, "Transfer") of such materials, equipment, software, or information to Non-Indian. Persons (citizen, green card holder, or government issued asylum) or to destinations or entities outside India may require prior government authorization. These regulations include the Department of Export Administration Regulations, Department of Energy Regulations and Nuclear Regulatory Commission Regulations. Supplier/Contractor acknowledges being made aware of the identity of Purchaser for this Order as well as the intended end use and final destination.

- 25.2 Supplier/Contractor agrees to comply and shall ensure its Subcontractors comply with such India Export Control laws and regulations, and to be solely responsible for identifying the need for and obtaining any necessary licenses, including export and import licenses, essential certificates required for delivery to the final destination (independent of quoted shipping terms of any implied lesser obligation). Supplier/Contractor shall and shall ensure that its Subcontractors adhere to the India Export Administration Regulations and India trade sanctions and any other applicable export regulation and shall not export or re-export any technical information to any proscribed country or end-user listed in the India Export Administration Regulations or equivalent foreign end-user list unless properly authorized by the India Government or the appropriate foreign government entity, if such authorization is required. Supplier/Contractor shall immediately notify Purchaser in writing of any item, software, or information with authorities designation other than EAR 99 which Supplier/Contractor or its Subcontractors provides under this Order. Supplier/Contractor shall advise Purchaser of the requirements for export licenses by providing the commodity schedule "B" number and the Department of Commerce export commodity control number (ECCN).

- 25.3 Supplier/Contractor shall control the Transfer of technical data, information and other items received under this Order in accordance with India export control laws and regulations.

- 25.4 Supplier/Contractor shall immediately notify Purchaser if it or its Subcontractors becomes listed on any excluded or denied party list of an agency of the India Government or its export privileges are denied, suspended or revoked. Supplier/Contractor shall ensure that neither it nor its Subcontractors Transfer any information or items received under this Order to any person or entity on any such excluded or denied party list.

- 25.5 Should Supplier/Contractor's or its Subcontractors' Goods originate from a foreign location, those Goods may also be subject to the export control laws and regulations of the country in which the articles or Service originate. Supplier/Contractor agrees to abide by and to ensure its Subcontractors abide by all applicable law of that originating country. Supplier/Contractor shall be responsible for complying with any Applicable Law governing the import of Goods into India or other country of delivery.
- 25.6 Supplier/Contractor may be required to provide information concerning citizenship or export status of Supplier/Contractor's or its Subcontractors' personnel in connection with its compliance with all Applicable Law. Supplier/Contractor agrees to provide such information as necessary to Purchaser, and to certify such information to be true and correct. Purchaser may require certifications of compliance with this Article at any time during performance of the Order and may conduct such audits of export and import compliance as are deemed reasonably necessary.
- 25.7 Notwithstanding any limitation of liability or other term to the contrary in this Order, Supplier/Contractor shall indemnify, defend and hold harmless the Indemnified Parties for all liabilities, penalties, losses, damages, costs and expenses that may be imposed on or incurred by the Indemnified Parties in connection with any violations of any Applicable Law and regulations by Supplier/Contractor or its Subcontractors.
- 25.8 The terms and conditions of this Article 25 shall survive the expiry or any termination of this Order.
- 26. CONFLICT MINERALS**
- 26.1 Supplier/Contractor hereby confirms and agrees that it has conducted reasonable due diligence regarding the supply of components of products it is supplying to Purchaser under this GCC and that none of the products sold hereunder have any "conflict minerals" (tin, tantalum, tungsten, gold and such other materials) that have been sourced from any of the "Covered Countries" under the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any amendments thereto.
- 27. WAIVER**
- 27.1 Unless expressly provided otherwise, failure or delay on the part of either Party to exercise any right, power or privilege under this GCC, or under any other agreement relating hereto, shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof.
- 28. SEVERABILITY**
- 28.1 In the event that any provision in this GCC is illegal, contrary to public policy, or otherwise unenforceable, then such provision shall be deleted from the GCC leaving the remainder of this GCC legal, valid and enforceable. The deleted provision shall be replaced by a valid new provision negotiated by the Parties, having as nearly as is legally possible the same economic and business effect as the illegal or unenforceable provision was intended to have.
- 29. CONFIDENTIALITY**
- 29.1 Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Order or in connection with the subject matter of the Order will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient. The Recipient will not disclose the Discloser's Confidential Information to any other party except to those of its employees, subcontractors who have a need to know such Confidential Information for purposes of performing obligations under the Order provided such employees, subcontractors must be bound by confidentiality terms which are no less restrictive than the terms mentioned herein.
- 29.2 If Supplier/Contractor receives a request for disclosure of Purchaser's Confidential Information pursuant to any judicial or law enforcement process, before any such disclosure is made, the Contractor (a) will give Purchaser sufficient notice of such request in order to allow Purchaser to have a reasonable opportunity to obtain protective measures or take such other action as may be appropriate and (b) will so advise the relevant authority that requested disclosure. Supplier/Contractor may disclose the Confidential Information to the extent required pursuant to resolutions or regulations of its governing bodies.
- 29.3 Supplier/Contractor represents and warrants that it has a policy and procedure designed to protect trade secret rights of its own confidential information including notices to its personnel to prevent unauthorized publication and disclosure of such information and that it shall require such from each of its Subcontractors. Confidential Information shall be subject to such policy and procedure.
- 29.4 In addition, Supplier/Contractor shall not and shall ensure that its Subcontractors shall not disclose any Confidential Information to any third party or use Confidential Information other than on Purchaser's behalf except as Purchaser may otherwise first authorize in writing. If disclosure to a third party is so authorized, Supplier/Contractor shall enter into a confidentiality agreement with said third party containing the same terms and conditions with respect to restrictions on the use or disclosure of Confidential Information as this Article 29 contains, a copy of which may be requested by Purchaser.
- 29.5 Supplier/Contractor shall safeguard and shall ensure that its Subcontractors shall safeguard, all documents containing Confidential Information. Supplier/Contractor may make copies of such documents only to the extent necessary for its performance of the Order. Supplier/Contractor shall prevent access to all such documents by third parties except as provided above or as required by law. On completion of the Goods, Supplier/Contractor shall and shall cause its Subcontractors to return to Purchaser all such documents containing Confidential Information and destroy all copies thereof. However, should Supplier/Contractor desire to retain certain documents and should it receive Purchaser's written approval therefor, Supplier/Contractor shall continue to treat said documents in accordance with the terms and conditions of this Article 29.
- 29.6 Supplier/Contractor shall also enter into confidentiality agreements with third parties upon request by Purchaser and shall keep in force confidentiality agreements concerning third parties' proprietary information, which agreements shall permit Supplier/Contractor to use such third parties' proprietary information in the Goods.
- 29.7 The Parties agree to keep confidential, not to use, except as expressly permitted herein and not to disclose to any third party any information received hereunder at any time. The Parties are, however authorized to disclose such

information to the extent necessary to their employees for the execution of their duties under the Agreement. The obligations set forth herein, however, shall not apply to any information which is required to be disclosed by Supplier/Contractor under Applicable Law of India, pursuant to any Government notifications, order of Courts of competent jurisdiction or regulatory authority subject to prior production of such documents and consent of Purchaser.

- 29.8 The terms and conditions of this Article 29 shall survive the expiry or any termination of this Order.

30. INCONSISTENCIES OR CONTRADICTIONS

- 30.1 In the event of conflict, ambiguity, or inconsistency between this Order and specifications, drawings, data sheets, or any other documents referenced herein or attached hereto, the more stringent requirement shall apply or in case of omission or errors, Supplier/Contractor shall be responsible for contacting Purchaser immediately for clarification.

31. SUB-ORDERING

- 31.1 Supplier/Contractor shall not Sub-Order all or any major part of the Order unless it has been previously agreed in writing with Purchaser, at Purchaser's sole discretion. Approval by Purchaser of a Sub-Order shall not relieve Supplier/Contractor of any of its obligations under this Order. Supplier/Contractor shall submit to Purchaser a schedule of all proposed Subcontractors, stating full name and address as well as country of origin of Goods that Subcontractor may supply. Further, a schedule of enquiry and Sub-Order issue dates, lead time and required delivery in connection with this Order shall also be submitted.
- 31.2 Supplier/Contractor shall be fully liable and responsible for its Subcontractors. Supplier/Contractor represents and warrants that all Subcontractors shall perform their portion of the work in accordance with their respective Sub-Orders. Supplier/Contractor shall furnish such information relating to its Subcontractors as Purchaser may reasonably request. No Sub-Order shall bind or purport to bind Purchaser, but each such Sub-Order shall contain a provision permitting assignment of it to Purchaser, at no cost upon Purchaser's written request.
- 31.3 Supplier/Contractor shall, by written agreement with each Subcontractor, require each Subcontractor to be bound by terms and conditions consistent with this Order with respect to that portion of the Goods for which the Subcontractor is responsible.
- 31.4 Supplier/Contractor shall include in all Sub-Orders the right of assignment, novation and unilateral written cancellation, with or without cause, by Supplier/Contractor of all or any portion of such Sub-Order. Each Sub-Order shall state that in the event of a total or partial cancellation, Subcontractor may claim only its properly supported and incurred in good faith out-of-pocket costs plus a reasonable amount to compensate Subcontractor for demonstrable related charges for the cancelled portions, all to be determined in accordance with generally accepted accounting principles. In addition, Sub-Order shall state that title to fully or partially completed Goods whose full costs are included in the cancellation charges shall pass to Supplier/Contractor or Purchaser and that Subcontractor will be advised, in writing what disposition shall be made of such Goods. No such costs or charges shall be payable in case such cancellation has happened due to the Subcontractor's own gross negligence, wilful misconduct, or fraud.

32. INSURANCE

- 32.1 Supplier/Contractor shall provide insurance covering the full replacement cost of the Goods and any and all equipment and materials to be incorporated into the Goods (regardless of who may have title/ownership), which is in Supplier/Contractor's care, custody and control. Any deductibles maintained under this insurance shall be on the account of Supplier/Contractor. In those instances wherein Purchaser holds title to all or a portion of the Goods before delivery then Purchaser shall be included as a loss payee as its interests may appear under this policy. In addition, Supplier/Contractor shall waive, on behalf of Purchaser, all of its rights of recovery and its insurance carrier's rights of subrogation.
- 32.2 Supplier/Contractor shall maintain, at Supplier/Contractor's sole expense, with insurers/re-insurers having an AM Best or rating of A-, the following types of insurance with minimum policy limits as specified below:
- (a) Workers Compensation Insurance as required by Applicable Law
 - (b) Employer's Liability Insurance
 - (c) Commercial General Liability Insurance and Products / Completed Operations aggregate
 - (d) Commercial Automobile Liability Insurance, covering all owned, non-owned and hired vehicles and
 - (e) Professional Liability Insurance covering errors and omissions liability appropriate to the Goods. If coverage is written on a claims-made basis, Supplier/Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of Order; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years from delivery.
 - (f) Aviation Insurance, If Supplier/Contractors scope of Service as defined in this Order includes the operation of any aircraft, then Supplier/Contractor shall provide proof of insurance covering the replacement cost of all aircraft (including helicopters) owned, chartered, hired or otherwise procured by Supplier/Contractor, including passenger liability and Aviation Liability insurance, providing coverage for liability to third parties.
 - (g) Unmanned Aviation Insurance, If Supplier/Contractor's scope of supply in this Order includes the operation of any unmanned aircraft (drones) at Purchaser's Project Site, then Supplier/Contractor shall provide proof of insurance. Coverage must include "war and allied perils", premises liability, personal injury and territorial coverage limits within the region where the work will be performed. Additionally, all drone operators must provide evidence of their FAA provided "Remote Pilot in Command" license.
 - (h) Excess Liability or Umbrella Insurance may be used in combination with the coverages required herein to satisfy the required limits.
- 32.3 Supplier/Contractor shall (a) cause Purchaser, to be named as additional insured on Supplier/Contractor's policies (except Workers Compensation and Professional Liability) to the extent of Supplier/Contractor's indemnification obligations in this Order, (b) obtain a waiver of subrogation on all policies listed above in 34.2(a) through (h), in favour of Purchaser, (c) ensure that the insurances constitute primary insurances without any right of contribution from any insurances taken out by Purchaser, and (d) provide

Purchaser with certificates of insurance evidencing the required coverage prior to commencing any work under this Order. All insurance carried hereunder shall be endorsed to require the insurer to furnish Purchaser with thirty (30) working days' written notice prior to the effective date of any cancellation or adverse change of insurance.

32.4 Purchaser reserve the right to create a Controlled Insurance Program (OCIP/CCIP) for work at the project site. Purchaser reserve the right to exclude any party, including Supplier/Contractor or its Subcontractors, from coverage under the OCIP/CCIP.

32.5 Approval, disapproval or failure to act by Purchaser regarding any insurance supplied by Supplier/Contractor shall not constitute a waiver, release or relieve Supplier/Contractor of full responsibility or liability for damages or accidents as set forth in this Order.

32.6 Notwithstanding anything written herein, Supplier/Contractor shall take adequate insurance for its workmen engaged in Project site and shall fully indemnify the Purchaser against any harm or accidents caused to them at Project Site due to no fault of Purchaser.

33. SUSPENSION

33.1 Purchaser may at any time suspend performance of all or any part of the Goods by giving written notice to Supplier/Contractor. Supplier/Contractor shall be entitled to receive payment of the actual, reasonable and necessary costs that were incurred in suspending the work. The delivery date of the affected Goods shall be extended by the period of the suspension. Supplier/Contractor shall not be entitled to any time or cost as a result of any suspension which was due to Supplier/Contractor's fault.

34. FORCE MAJEURE

34.1 No delay or failure in performance by either party shall constitute default or give rise to any claim for damages to the extent such delay or failure is caused by Force Majeure. Delays attributed to and within the control Supplier/Contractor's or its Subcontractors shall be deemed delays within the control of Supplier/Contractor.

34.2 Suspension of obligations in the Event of Force Majeure: If a Party is prevented or delayed from performing any of its obligations under the Order by Force Majeure, then it may notify the other party within Forty Eight (48) hours of commencement of the circumstances constituting the Force Majeure and of the obligations, performance of which is thereby delayed or prevented, and the party giving the notice shall thereupon be excused the performance or punctual performance, as the case may be, of such obligations to the extent of the delay caused by the Force Majeure event as may be mutually agreed by the Parties. If within seven (7) days after a Force Majeure occurrence which has caused Supplier/Contractor to suspend or delay performance of the Goods, Supplier/Contractor has failed to take such action as Supplier/Contractor could lawfully initiate to remove or relieve the Force Majeure occurrence or its direct or indirect effects, Purchaser may, at its sole discretion and after written notice to Supplier/Contractor, initiate such measures, including the hiring of third parties, as are designed to remove or relieve such Force Majeure occurrence, its direct or indirect effects; and Purchaser may thereafter require Supplier/Contractor to resume full or partial performance with respect to the manufacture or delivery of the Goods. Alternatively, Purchaser, in its sole discretion, may decide to terminate this Order in accordance with Article 14. Supplier/Contractor shall at all times use all reasonable endeavors to minimize any delay

in the performance of this Order as a result of Force Majeure

34.3 Performance to continue: Upon the occurrence of any circumstances of Force Majeure Supplier/Contractor shall use all reasonable endeavours to continue to perform its obligations under the Order and to minimize the adverse effects of such circumstances. Supplier shall notify Purchaser of the steps it proposes to take including any reasonable alternative means for performance.

34.4 No Liability: Each party shall be liable for its own costs, loss or damage (including indirect or consequential damages) caused by a Force Majeure event.

34.5 If either Party is prevented from fulfilling its contractual obligations for a continuous period of thirty (30) days because of Force Majeure, then the Parties shall consult each other with a view to agreeing to the action to be taken under the circumstances, and failing such agreement either Party is entitled to terminate the Order(s) the performance of which is affected by force majeure and any agreements contingent thereon.

35. OWNERSHIP

35.1 All drawings, data calculations, plans, specifications and other documents made available, directly or indirectly, to Supplier/Contractor by Purchaser for use in connection with Goods or this Order shall remain the property of the providing Party and shall not be used, copied, or distributed by Supplier/Contractor for any purpose other than performance of this Order.

35.2 All documents (whether in paper or electronic form) prepared by Supplier/Contractor or Subcontractor in connection with this Order, such as drawings, photos (conventional and digital), plans, specifications, calculations (including computer programs specially developed in or for the performance of Goods under this Order), estimates, operating/maintenance procedures, purchase orders and subcontracts, and the other engineering and procurement documents prepared by Supplier/Contractor or Subcontractors under this Order shall become property of Purchaser or their respective designee(s) when first prepared.

36. NOTICES

36.1 Any notice, request or consent required or permitted to be given or made pursuant to the Order will be in writing, and addressed to the persons listed in the Order for the delivery of notices, requests or consents. Notices, requests or consents will be delivered in person, by registered mail, or by confirmed email transmission.

36.2 Notices given by way of electronic means shall be conclusively deemed to have been received on the date of the read receipt confirming the successful transmission is received by the sender (if on a business day prior to 4:30 p.m. and if not, on the next business day). Notices delivered by hand or courier shall be conclusively deemed to have been received on the date of delivery.

36.3 Any notice or other communication given by certified mail shall be deemed to have been served on the date indicated on the return receipt.

36.4 No Party shall mail any notice hereunder during any period in which postal workers are on strike or if any such strike is imminent and may be anticipated to affect normal delivery thereof in the jurisdiction where Purchaser is to receive notice.

37. BANK GUARANTEES (WHEN APPLICABLE)

37.1 All Bank Guarantees provided by Supplier/Contractor under this Order shall be provided by India branch of any International first class foreign banks acceptable to Purchaser within the time stipulated in this Order.

37.2 All costs associated with the issuing of the above Bank Guarantees are for Supplier/Contractor's sole account.

37.3 Each Bank Guarantee continues to remain valid for:

- (i) the first payment Bank Guarantee until full delivery and acceptance of all Goods; and
- (ii) the performance Bank Guarantee until the expiration of the Guarantees and Warranties as per Article 6 of these terms and conditions.
- (iii) additional 6 month claim period beyond validity as per agreed/approved format.

37.4 If the validity of any such Bank Guarantee is set to expire prior to the expiry of Supplier/Contractor's obligations under this Order and any Order Supplements, Supplier/Contractor shall procure the extension of the validity of the Bank Guarantee for the entire applicable period of time, at no cost to Purchaser.

37.5 Purchaser shall be entitled to invoke a Bank Guarantee if Supplier/Contractor fails or refuses to procure the extension of the validity of that Bank Guarantee prior to its then current expiry date.

38. INVOICES

38.1 All invoices shall show any applicable taxes at the appropriate rate, cash discount terms, point of shipment and prepaid transportation charges, if any. All invoices must clearly show whether they cover "Part Order", "Balance Order", or "Complete Order". Any discount or due date will be calculated from the latter of the date on which the invoice is received or the date on which Goods are received and accepted by Purchaser.

38.2 Freight must be billed as a separate item on invoices. Transportation charges must be supported by freight bills in duplicate, accompanied by signed Bills of Lading, showing weight and rate.

38.3 Where the payment is for the achievement of a milestone subject to inspection, the invoice shall be accompanied with Purchaser's Inspection Release Note (Interim or Final) which shall include confirmation that the requirements of the payment milestone have been achieved.

38.4 Each invoice shall be subject to cash retention of ten percent (10%) of the invoice value, which is to be released on Purchaser's receipt of final approved documentation as required by this Order. Invoices shall be submitted for the net amount, i.e. with the appropriate amount of retention deducted from the gross amount due. Invoices that do not include retention, where appropriate, will be returned. Credit notes will not be accepted.

38.5 Invoices shall be clearly marked with Purchaser's shipment control number and authority for movement.

39. DOCUMENT SUBMISSIONS

39.1 Detail drawings and other documents shall be submitted within time in accordance with the '**Supplier/Contractor Document Register**' (SDRs) as per material requisition.

39.2 Supplier/Contractor shall be responsible for correctness and completeness of the documents prepared by or on behalf of Supplier/Contractor and shall not be absolved from its liability or obligations under this Order by reason

of any review, approval, examination, whether expressed or implied by or on behalf of Purchaser.

39.3 Drawings, specifications and any other documents prepared by Supplier/Contractor shall be submitted to Purchaser for review as required by the provisions of the Order. Purchaser shall promptly after receipt return one copy to Supplier/Contractor indicating thereon its comments (if any). If the drawings or other documents are not in compliance with the requirements of the Order, they shall be rejected and Supplier/Contractor is obliged to redo and correct such documentation. Any cost for redo by Supplier/Contractor shall be to Supplier/Contractor's account. The basis of the rejection shall be advised in writing. If review comments or rejection are not received within fourteen (14) calendar days after receipt by Purchaser, Supplier/Contractor shall proceed with its work, provided, however, that Purchaser reserves the right to advise Supplier/Contractor on non-conformation of the document with the Order, at any time.

40. PROVISION OF FACILITIES TO PURCHASER AT SUPPLIER'S PREMISES

40.1 Supplier/Contractor shall provide all reasonable access and facilities to Purchaser and/or their representative(s) for the purpose of expediting, inspection and testing of Goods and Services and review of drawings and documents as required under the Order.

40.2 Purchaser reserves the right to nominate representative(s) to be situated at Supplier/Contractor's works to co-ordinate, facilitate and manage Purchaser's interests.

40.3 Such inspection and/or expediting shall not relieve Supplier/Contractor of any obligation or liability under the Order.

40.4 Costs for additional inspection/expediting by Purchaser caused by reasons for which Supplier/Contractor is responsible, shall be for Supplier/Contractor's account. These costs shall include cost for salaries during working and travelling hours, as well as cost for travel, boarding and lodging.

40.5 If Goods appear as a result of testing not to be in compliance with the requirements of the Order, all costs of additional (including a new type of test) testing and/or re-testing as determined by Purchaser, are for Supplier/Contractor's account.

40.6 Purchaser reserves the right also to inspect the packing of the Goods and the packing lists. Purchaser shall be given the opportunity to compare the contents of the packing with the shipping documents including the packing lists.

41. QUALITY ASSURANCE

41.1 Provided that compliance shall not relieve Supplier/Contractor from any of its other duties and obligations under the Order, Supplier/Contractor's activities shall be carried out in compliance with an approved quality assurance (hereinafter referred to as "QA") system.

41.2 Supplier/Contractor shall allow Purchaser appointed QA auditor's access to personnel, documentation, records and manufacturing facilities of supplier & their Sub-contractors and/ or sub-vendors for the purpose of conducting QA audits relating to the manufacture and supply of Goods. Where non-conformities are identified during QA audits, Supplier/Contractor shall undertake the corrective actions required by the QA auditors within agreed time limits.

41.3 It is Supplier/Contractor's responsibility to incorporate provisions into Sub- orders for Purchaser to approve and carry out QA audits on Subcontractors.

41.4 Purchaser shall also carry out Supplier/Contractor evaluation on the completion of Purchase Order obligations and rate Supplier/Contractor's overall performance for internal Company's record for all the future upcoming projects.

42. RIGHTS OF THIRD PARTIES

42.1 The Parties to the Order do not intend that any term or condition of the Order should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a Party to the Order, other than the Indemnified Parties and/or as otherwise specifically provided for in the Order.

43. PUBLICITY

43.1 Supplier/Contractor shall consult with Purchaser before issuing any press release or otherwise making any public statements with respect to this Order. Supplier/Contractor shall not issue any such press release or make any such public statement without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed. However Supplier/Contractor may, without the prior consent of Purchaser, issue such press release or make such public statement as may be required by law or a court order.

44. SUPPLEMENTAL TERMS

44.1 If applicable and as indicated in the Order, supplemental terms and conditions will be included in the Order. Such terms are requirements of Purchaser's contract with its client. If any supplement terms and conditions are inconsistent with these terms and conditions, the supplemental terms and conditions will prevail to the extent of any inconsistency.

45. FURTHER ASSURANCES

45.1 The Parties will execute and deliver such further instruments, papers and documents, and shall do such further acts and things as may reasonably be necessary or as may reasonably be requested for the purpose of carrying out the provisions of this Order, or as may be reasonably necessary or reasonably requested for the purpose of carrying out the commercial arrangements reflected in this Order.

45.2 Supplier/Contractor assures to provide all the necessary spare parts (in case of specialised/ obsolete/ change in the model number of the existing equipment), continuity of the Service support to Purchaser even after the completion of Purchase Order obligations for the successful and continuous operation of the Plant.

46. RELATIONSHIP OF THE PARTIES

46.1 The relationship of the Parties under this Order is limited to the matters specifically identified herein and, except as otherwise provided herein, the Parties hereby expressly disclaim any intention to create a partnership, trust or other fiduciary relationship or to constitute any Party as the agent, fiduciary or trustee of the other Party.

47. PACKING, MARKING AND DESPATCH

47.1 Supplier/Contractor shall include and provide for securely protecting and packing the equipment, Goods in accordance with the established practices so as to protect the contents from damage during transit from point of

manufacture until after arrival at the erection site/ destination in such a way that it can be stored in adverse climate for a long period. Each package shall have a detailed packing list quoting specifically the name of Supplier/Contractor, order no, date and detailed list of contents.

47.2 All packages sent by Supplier/Contractor and/or his Sub-contractors and/or sub-vendors, shall be visibly marked with the marking instructions to be specified by Purchaser at an appropriate time.

47.3 Supplier/Contractor shall follow the relevant dispatch particulars as will be directed by Purchaser at an appropriate time during contract execution. All materials shall be consigned for delivery of materials at Purchaser's project site on door delivery basis. The driver of the transport shall carry all required documents for the consignment. Immediately after the materials are dispatched, supplier shall send dispatch documents to relevant personnel of Purchaser along with other relevant particulars of the consigned materials.