

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER / WORK ORDER BEARING NO. _ OF WELSPUN CORP LIMITED

These General Terms and Conditions are applicable to Purchase Order / Work Order bearing No _____ dated __/__/____, and shall be read in conjunction with the said Purchase Order / Work Order, Specifications, drawings and/or any other document forming part of the contract.

These General Terms and Conditions along with the Purchase Order / Work Order bearing No. _____ dated __/__/____, acceptance and the written specifications, drawings, technical data and other documents included therein or attached thereto, constitute the entire contract between Company and the Supplier ("Contract") with respect to the performance of work as described in the Work Order. In the event of any conflict, discrepancy, inconsistency or ambiguity between the terms of this General Terms and Conditions and any other documents, then the priority shall be as follows: (1) These General Terms and Conditions; (2) Written specifications; (3) Purchaser Order / Work Order; and (4) Other Purchase Order / Work Order attachments.

The Supplier shall return the copy of this General Terms & Conditions / Contract duly accepted without any deviations for further processing at our end. The General Terms and conditions / Contract would be deemed to be accepted if signed and stamped acceptance/acknowledgement copy is not received within 4 working days. Failure to return this General Terms & Conditions / Contract doesn't diminish Suppliers responsibility of executing the services required as per this order. "The Purchase Order would be deemed to be accepted if signed and stamped acceptance/acknowledgement copy is not received within 4 working days.

ARTICLE - 1 : DEFINITIONS

As used herein and in any PURCHASE ORDER documents, the following words shall have the following meanings:

- 1.1 The PURCHASER / Company shall mean WELSPUN CORP LIMITED a Company incorporated under the Companies Act, 1956 having its Registered Office at Welspun City, Tal Anjar, District Kutch, Gujarat 370 110 and Corporate Office at Welspun House, 5th Floor, Kamala City, Senapati Bapat Marg, Lower Parel (West), Mumbai 4000 13 and shall, unless excluded or repugnant to the context or meaning thereof, be deemed to include its successors and assigns.
- 1.2 "SUPPLIER" shall mean M/s. PRECISION WELDARC LTD , having address at EVEREST HOUSE 46C, FLAT NO. NO. 14G, JL NEHRU ROAD, KOKATA 700 071, the person, firm or body corporate contracting with PURCHASER for the supply of any GOODS or SERVICES, as called for by the PURCHASE ORDER and shall be deemed to include SUPPLIER's successors (Approved by PURCHASER) representatives' heirs, executors and administrators and permitted assigns, unless otherwise excluded by the PURCHASE ORDER.
- 1.3 "SUB-SUPPLIER / SUB-CONTRACTOR" shall mean the person, firm or body corporate contracting directly with SUPPLIER and not PURCHASER to furnish SUPPLIER with any portion of the GOODS or SERVICES, as hereinafter defined, other than the purchase of "off-the-shelf " items or prefabricated machinery or supplies. SUPPLIER shall remain fully liable for the work so subcontracted, as well as for all acts and/or omissions of SUB-SUPPLIER / SUB-CONTRACTOR.
- 1.4 "INSPECTOR" shall mean authority or person nominated by PURCHASER to periodically carryout inspection of the GOODS in accordance with stipulated conditions as laid out in the PURCHASE ORDER and to also ascertain status of manufacturing of the GOODS.
- 1.5 "PURCHASE ORDER" shall mean the PURCHASER'S PURCHASE ORDER together with General Terms & Conditions, Schedule, and all documents, drawings, and SPECIFICATIONS attached to or referred to in the PURCHASE ORDER.
- 1.6 "PURCHASE ORDER AMENDMENT" shall mean the duly authorized amendment issued in writing to the SUPPLIER by the PURCHASER to amend the PURCHASE ORDER.
- 1.7 "GOODS" shall mean and include any and all work, supervision, services, material, machinery, equipment, spares, tools, supplies. GOODS shall be complete in all respects to comply with performance parameters stipulated in PURCHASE ORDER and facilities including transportation etc. up to FOR SITE to be provided by the SUPPLIER in accordance with the PURCHASE ORDER.
- 1.8 "PURCHASE ORDER DRAWINGS" shall mean all drawings, documents and data that are listed in the PURCHASE ORDER.
- 1.9 "SPECIFICATIONS" shall mean and include the schedules, detailed designs, statements of technical data, performance and characteristics etc., specifying the requirements and descriptions of the equipment and material to be furnished under the PURCHASE ORDER.
- 1.10 "APPROVAL" shall always mean, written approval, given by a duly authorized person on behalf of PURCHASER.

- 1.11 "As Approved", "Approved Earlier", "As Directed" or similar words or terms used herein shall be understood to mean "Approved", "Directed" etc., by PURCHASER.
- 1.12 "SATISFACTORY" shall mean satisfactory to PURCHASER
- 1.13 "PARTICULARS" shall mean and include
- a. Specifications
 - b. Drawings, and
 - c. Any proprietary mark or designated patent denoting the product of an individual, firm or body corporate
- 1.14 "OR EQUAL " shall mean in reference to a proposed substitution by the SUPPLIER that the Proposed substitution shall be equally acceptable to THE PURCHASER and THE PURCHASER shall be the sole judge of its acceptability.
- 1.15 "WRITTEN NOTICE" shall mean any manuscript, type written or printed statement or other document under hand or seal and includes telegrams, telexes, cables and telefax transmission or any document duly signed by a person legally authorised to represent the party to be bound thereby.
- 1.16 "DELIVERY DATE" shall mean the date or dates specified in the PURCHASE ORDER for complete delivery of GOODS and/or documents at site.
- 1.17 "EFFECTIVE DATE" shall mean the date of the PURCHASE ORDER.
- 1.18 "PERIOD OF TIME" shall mean calendar days. The time within which activities are to be carried out shall be computed by excluding the first and including the last day of any stated period of days. If the last day is a Sunday or legal holiday, the activity shall be completed on the next business day.
- 1.19 "CALENDAR Days" shall mean consecutive days without interruption for weekends or holidays and shall include the day on which the notice/request is received.
- 1.20 "SITE" shall mean the place envisaged by PURCHASER, at which the GOODS are to be supplied, erected, commissioned and operated i.e. at Anjar (Gujarat-India) or any designated place specified in the PURCHASE ORDER.
- 1.21 "PURCHASE ORDER PRICE" shall mean the price, as stipulated in the PURCHASE ORDER, to be paid by PURCHASER to SUPPLIER and shall represent the full compensation payable by PURCHASER to SUPPLIER for supply of GOODS and satisfactory compliance of all the SUPPLIER's obligation under the PURCHASE ORDER. This Price shall specify (taxes and duties - duty on component/purchase equipment - maximum amount applicable) Indian taxes & duties which shall be reimbursed to SUPPLIER on presentation of documentary evidence.
- 1.22 "SUPERVISION" shall mean the performance in India of supervisory and advisory services for the installation, erection, tests and start-up and commissioning of the GOODS supplied under the PURCHASE ORDER by the SUPPLIER.
- 1.23 "WARRANTY PERIOD" shall mean the time period as specified (refer purchase order) in Article 13.3 hereunder, during which equipment warrantees specified in Article 13 shall be in force.
- 1.24 "PERFORMANCE TEST" shall mean the test or series of tests to be carried out as stipulated in Purchase Order / Special Terms & Conditions or in absence thereof the Standard Test, as per the normal business practice for similar goods.
- 1.25 "PERFORMANCE GUARANTEES" shall mean the guarantees specified in Purchase Order / Special Terms & conditions, to be achieved by the GOODS, during the Performance Test.
- 1.26 FOR shall mean Free On Road or any other type of transport up to SITE or any other designated site. The SUPPLIER shall bear all the cost and freight necessary to bring the GOODS to the SITE or any other designated site.

ARTICLE - 2 : INTERPRETATION

- 2.1 The cross headings and subtitles and the lists of them in PURCHASE ORDER are included solely for convenience and shall not be deemed to be part of it and shall not affect the meaning or operation of PURCHASE ORDER.

- 2.2 Words denoting persons shall include firms, companies, corporations, associations or bodies of individuals, whether incorporated or not. Words denoting masculine gender or singular number shall also include the feminine gender and plural number and vice versa where PURCHASE ORDER so requires or permits. The words “including” and “include(s)” as used herein are not to be construed as words of limitation unless the context otherwise appears in the matter.
- 2.3 Reference in any document forming part of PURCHASE ORDER to “VENDOR” or “SELLER” shall be deemed to mean SUPPLIER and references to the work shall be deemed to mean “GOODS”.
- 2.4 Reference to any statute or statutory provision or statutory instrument includes reference to any amendment extension or reenactment of same.

ARTICLE - 3 : FORM OF PURCHASE ORDER AND AMENDMENTS

- 3.1 PURCHASER shall not be liable for any orders or amendments other than those issued or confirmed on PURCHASER’s official printed PURCHASE ORDER form or PURCHASE ORDER amendment form. No substitutions of materials or extra charges of any kind or change in, or cancellation of or exception to any of the terms and conditions of PURCHASE ORDER will be recognized unless confirmed on PURCHASER’s official printed PURCHASE ORDER form or PURCHASE ORDER amendment form duly signed by PURCHASER’s authorized signatory. Delivery of GOODS or submission of SECURITY GUARANTEE by SUPPLIER shall itself constitute an acceptance of the terms and conditions of PURCHASE ORDER where acceptance has not previously been communicated to PURCHASER.
- 3.2 The PURCHASER may make changes in the design SPECIFICATIONS or drawings, issue additions to or omissions from or otherwise vary the GOODS. The provisions of the PURCHASE ORDER shall apply to all such variations or amendments to the same extent and with the same effect as if originally set forth in the PURCHASE ORDER and the SUPPLIER shall proceed with all such variations or amendments when so requested by the PURCHASER in writing. The SUPPLIER shall not be entitled to any compensation for work additional to that specified unless written authorization to carry out such work has been issued or confirmed on the PURCHASER’s official printed PURCHASE ORDER Form or PURCHASE ORDER Amendment Form duly signed by the PURCHASER. The value of all authorized variations or amendments shall be ascertained by measurement and by reference to the rates and Prices stated in the PURCHASE ORDER for like or analogous work but if there are no such rates and Prices or if the same are not applicable then such value shall be as is fair and reasonable in all circumstances and the PURCHASER shall have access to such SUPPLIER’s information as will prove this to be the case.

ARTICLE - 4 : AUTHORITY OF PERSON SIGNING DOCUMENTS

- 4.1 A person signing any document forming a part of PURCHASE ORDER on behalf of another shall be deemed to warrant that he has authority to bind/represent such other person, firm or body corporate. Any person so signing shall submit satisfactory evidence of his authority.

ARTICLE - 5 : RESPONSIBILITY FOR PERFORMANCE OF PURCHASE ORDER

- 5.1 GENERAL SUPPLIER is to be entirely responsible for the due performance of PURCHASE ORDER and GOODS in all respects according to the intent and meaning of PURCHASE ORDER. If SUPPLIER consists of more than one person, firm or corporation, their obligation under PURCHASE ORDER shall be joint and several.
- 5.1.1 Any approval or information which PURCHASER and/or INSPECTOR may give in respect of the work or workmanship involved in PURCHASE ORDER including modification at SITE (whether with or without tests having been carried out by SUPPLIER or PURCHASER) shall not relieve SUPPLIER from his responsibility under PURCHASE ORDER.
- 5.1.2 Notwithstanding any approval or acceptance given by PURCHASER and/or INSPECTOR, it shall be lawful for PURCHASER to reject GOODS or any part thereof at any time if it is found that GOODS or any part thereof are not in conformity with the terms and conditions of PURCHASE ORDER in all respects.
- 5.2 SUPPLIER shall be deemed to have carefully examined these General Terms & Conditions, Special Terms & Conditions, PURCHASE ORDER and other documents forming part of the PURCHASE ORDER and also to have satisfied himself as to the nature of GOODS to be manufactured and/ or supplied and other relevant matters, details and SITE conditions, if necessary.
- 5.3 SUB – CONTRACTING / ASSIGNMENT OF PURCHASE ORDER

5.3.1 SUPPLIER shall not sub-contract, sublet, transfer or assign PURCHASE ORDER nor any part thereof, without the express prior written approval of PURCHASER other than the purchase of bought-out items normally purchased from outside sources.

5.3.2 In the event SUPPLIER contravenes this condition, PURCHASER shall be entitled at its discretion, to terminate PURCHASE ORDER and to place GOODS elsewhere at SUPPLIER's risk and expense, and SUPPLIER shall be liable for any loss or damage which SUPPLIER may sustain in consequence or arising out of such replacing of GOODS.

5.4 OBTAINING OF APPROVALS AND LICENSES

5.4.1 SUPPLIER shall arrange and obtain all necessary licenses/approvals including but not limited to his own import license and foreign exchange as necessary for any component to be imported.

ARTICLE - 6 : RESPONSIBILITY FOR COMPLETENESS

6.1 SUPPLIER shall be responsible for supplying GOODS in accordance with the PURCHASE ORDER.

ARTICLE - 7 : PURCHASE ORDER AND REFERENCE DOCUMENT

7.1 PURCHASE ORDER contains the entire agreement between SUPPLIER and PURCHASER and no representation, inducement, promise or agreement shall be of any force or effect unless included in PURCHASE ORDER by way of amendment in writing as has been mentioned in Article No. 44.

7.2 PURCHASE ORDER shall be interpreted as a whole

7.3 PURCHASE ORDER documents are complementary, and what is called for in any one shall be binding, as if called for by all.

7.4 Should an error or inconsistency appear in PURCHASE ORDER, SUPPLIER before proceeding further shall bring it to the attention of PURCHASER in writing, who will promptly decide the intent and arrange for necessary corrections at PURCHASER's discretion.

7.5 In case of conflict between the drawings and SPECIFICATIONS the latter shall govern; but SUPPLIER shall bring such conflict immediately to the attention of PURCHASER for rectification at PURCHASER's discretion.

7.6 The drawings and SPECIFICATIONS shall be interpreted in conformity with PURCHASE ORDER.

7.7 The official language for PURCHASE ORDER shall be in English. All documents shall be submitted in the English language. Operating, maintenance and start up manuals shall be supplied in English.

ARTICLE - 8 : ACCEPTANCE

8.1 Should the GOODS fail to conform with the PURCHASE ORDER, whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are require, the PURCHASER shall have the right, after allowing the SUPPLIER the opportunity to correct the nonconformance, to reject the GOODS within a reasonable time of their delivery and inspection and to purchase elsewhere and to claim for any additional expense incurred without prejudice to any other right which the PURCHASER may have against the SUPPLIER. The making of any prior payments by the PURCHASER shall not prejudice PURCHASER's right of rejection.

ARTICLE - 9 : INSURANCE AND TAXES

9.1 SUPPLIER shall provide, maintain and pay for such insurance, as will protect GOODS and his plant, equipment, materials, tools, etc. until GOODS are delivered in accordance with PURCHASE ORDER, and for any insurance for his supervisory or other personnel, who may be required to travel to and work at the SITE in India, in the execution of SUPPLIER's obligations under PURCHASE ORDER.

9.2 SUPPLIER hereby waives all rights of recovery from PURCHASER in connection with its properties and the properties of its personnel while working at SITE and traveling to and from SITE. SUPPLIER shall cause its insurance policy under Article 9.1 to provide for a waiver of subrogation in favour of PURCHASER.

9.3 TAXES AND DUTIES

- 9.3.1 All taxes, duties and local levies payable and charged by Government or local bodies of countries other than India will be borne and paid by SUPPLIER. SUPPLIER shall submit a certificate regarding country of origin and copy of Export License, if applicable.
- 9.3.2 Excise Duty & Sales Tax will be reimbursed by PURCHASER as per PURCHASE ORDER terms.
- 9.3.3 SUPPLIER shall ensure to send the proper invoice / document as required by Govt. of India / Cenvat Rules as evidence for payment of excise duty which shall be valid for CENVAT claim by PURCHASER failing which the PURCHASER shall not have any obligation whatsoever to reimburse the amount claimed by SUPPLIER under Excise Duty & Sales Tax.
- 9.3.4 Statutory variation towards taxes and duties in India shall be payable by PURCHASER against documentary evidence and to the extent such variations are applicable to items to be supplied under PURCHASE ORDER, after such variations have come into effect.

ARTICLE - 10 : PROPERTY AND RISK

10.1 GOODS shall become the property of PURCHASER either:

- (i) When GOODS have been delivered at the delivery point specified in PURCHASE ORDER or
- (ii) When a progress payment has been made in respect of GOODS prior to aforesaid delivery. In either event the risk in GOODS shall remain with SUPPLIER until GOODS are delivered to PURCHASER at the point specified in PURCHASE ORDER.

ARTICLE - 11 : FREE - ISSUE MATERIALS

- 11.1 When material is provided to the SUPPLIER on a free-issue basis, the SUPPLIER undertakes to replace at its own expense any such material scrapped in excess of any scrap allowance given. All free-issue material shall remain the PURCHASER's property and all work done thereon shall immediately vest in the PURCHASER.
- 11.2 All such property shall be deemed to be in good condition when received by or on behalf of the SUPPLIER unless it otherwise notifies the PURCHASER within seven (7) days of receipt.
- 11.3 The SUPPLIER is required to maintain separate records of receipts and disposals for audit purposes.

ARTICLE - 12 : ACCEPTANCE OF PURCHASE ORDER, PRICE AND PAYMENT CONDITION

- 12.1 SUPPLIER accepts PURCHASE ORDER in full along with all terms & conditions stipulated therein by signing and returning the acknowledgment copy of PURCHASE ORDER.
- 12.2 Prices set forth in this Purchase Order are firmed and fixed and valued throughout the entire supply of quantity. No additional amounts shall be chargeable to Company. In case of any change in tax structure the Seller will submit the documentary evidence for the claim of the said payment from the Company.
- 12.3 Unless otherwise specified in this Contract, the Supplier shall not submit any invoice to the Company until the Goods have been delivered to the Company in full in accordance with this Contract. Each invoice shall, in addition to any requirements of Schedule III (Schedule of Prices):-
- a. be in duplicate;
 - b. bear the Contract number stated on the cover sheet to the Contract; and
 - c. be accompanied by supporting evidence and itemised in accordance with the Company's requirements.
- 12.4 Invoices to the Company shall be sent to the address set out in the Purchase Order.
- 12.5 The Company shall make payment as stated in Schedule III
- 12.6 Any invoice not complying with the provisions hereof may be returned by the Company to the Supplier whereupon the Supplier shall submit a rectifying invoice. The Company shall make payment of such rectified invoice in accordance with Article 12.5 (Payment Condition).

- 12.7 No payment made by the Company shall be construed as acceptance in whole or in part of the performance by the Supplier of any of its obligations under this Contract or acceptability of the Goods by the Company.
- 12.8 If the Company disputes any item on an invoice received pursuant hereto then it shall be entitled to withhold, without payment of interest, the amount in dispute provided that:
- a) the Company makes payment of any undisputed portion of the invoice and notifies the Supplier in writing of the disputed item(s) within 30 days of receipt of the relevant invoice; and
 - b) if the dispute is resolved in favour of the Supplier, the Company shall pay the disputed amount within 21 days of the resolution of the dispute.
 - c) If the dispute is resolved in favour of the Company, the Supplier shall forthwith issue a credit note for the disputed amount.
- 12.9 The Company shall be entitled to deduct from any payment due or becoming due to the Supplier under this Contract, all costs, damages or expenses for which the Supplier is liable to the Company under this Contract.

ARTICLE - 13 : GUARANTEES / WARRANTIES

- 13.1 SUPPLIER warrants that the quality of GOODS supplied / to be supplied under this PURCHASE ORDER shall be in accordance with PURCHASE ORDER and the specified standards and show the utmost skill, diligence and competence in workmanship.
- 13.2 SUPPLIER warrants that such GOODS shall meet the requirements of, and be in conformity with all applicable laws, rules, regulations and ordinances of the Government of India or any subdivision thereof.
- 13.3 SUPPLIER warrants that GOODS under this PURCHASE ORDER will be new and of recent manufacture, of specified quality and free of all defects and all malfunctions, including latent defects, and compete and fit for the use for the specific purpose for which they are purchased and that they are in strict accordance with the drawings and SPECIFICATIONS, and all relevant codes as applicable to GOODS in India or any sub division thereof.
- 13.4 The equipment warranty shall extend over a period of eighteen (18) months from the date of which the GOODS are successfully commissioned into operation or thirty (30) months from Date of delivery whichever occurs earlier. If repairs or replacements are necessary warranty will be extended / renewed for further period of 12 months from the date of such repair/replacement.
- 13.5 If any fault, defect or nonconformity is discovered by PURCHASER/ SUPPLIER or any other Agency during the warranty period, SUPPLIER shall take or arrange for all measures necessary to correct, or have corrected, any and all defects, or to replace or have replaced the defective parts (the decision regarding replacement/repair shall be PURCHASER's discretion) with the greatest diligence and at SUPPLIER's expense to the full satisfaction of PURCHASER. The SUPPLIER shall also provide supervision as required and accept charges for the dismantling and re-assembly of work on SITE. All transport costs for the parts to be repaired or replaced will be paid by SUPPLIER.
- Failing prompt and sufficient action on the part of SUPPLIER, OWNER\PURCHASER reserves the right to effect or arrange for all of the necessary work at SUPPLIER's risk and expense. OWNER\PURCHASER shall have the right to recover such costs from SUPPLIER. SUPPLIER's liability in respect of aforesaid rectification /replacement shall be unlimited without exception.
- 13.6 SUPPLIER warrants that it will maintain and make available or provide on request, for a period of ten (10) years from the date of delivery of GOODS, a supply of consumable parts, and spare and replacements parts for the equipment and material covered by PURCHASE ORDER, at reasonable Prices and within reasonable time, and that after the ten (10) year period SUPPLIER shall provide Nine (9) months notice of any item becoming obsolete. SUPPLIER shall also provide suitable Drawings/Design for such parts so that PURCHASER can arrange for manufacture such parts.
- 13.7 All the spares shall be supplied with fitment certificate to the original equipment.

ARTICLE - 14 : PERFORMANCE

- 14.1 The performance test, as defined in the PURCHASE ORDER, shall be carried out after the equipment is installed at SITE. On completion of the test, PURCHASER / CONSULTANT will decide if there is compliance to the performance test or not.

14.2 On compliance with the performance requirements, PURCHASER / CONSULTANT will issue the equipment acceptance certificate in writing.

14.3 In case of noncompliance with the Performance tests, the following will apply:

- a) The SUPPLIER, in consultation with PURCHASER / CONSULTANT will decide on the appropriate action to be taken in order to rectify the defect. SUPPLIER shall make best efforts to carry out the corrective action in the most expeditious manner.
- b) If Performance Guarantees are not achieved, in part or full, even after lapse of Performance Test Period specified in the PURCHASE ORDER, the Performance test shall be deemed unsuccessful and the SUPPLIER liable to pay the Liquidated damages as may be specified in Purchaser Order / Special Terms & Conditions.
- c) If the Performance parameters achieved are less than the minimum acceptable levels, as specified in the specifications, then the GOODS will be considered as rejected and the SUPPLIER shall be liable to pay back the price of such goods to the PURCHASER.
- d) During the period where the SUPPLIER is making efforts to correct noncompliance with Performance Guarantees, PURCHASER will be entitled to the full use of the equipment at the reduced performance level available then. This utilisation of the equipment will not change the nature and / or the parameters set in the test to determine the performance of the equipment and the SUPPLIER remains responsible to correct the case of noncompliance by either adding, modifying or replacing whatever is necessary to comply with the performance test requirements.
- e) In the event of first performance test not being successful, the cost of conducting subsequent performance tests, to be limited to mutually agreed number, will be borne by the SUPPLIER.

ARTICLE - 15 : ROYALTIES AND PATENTS

15.1 SUPPLIER represents and warrants:

- a) That GOODS provided under PURCHASE ORDER and the sale or use of them does not infringe, directly or indirectly, on any patent, copyright or trademark, foreign or domestic owned or controlled by any third party and
- b) That SUPPLIER shall at its, own expense, defend, indemnify and hold PURCHASER, its employees, directors, officers, Subsidiaries, affiliates, group companies, successors and assigns and its Customers, harmless from and against any and all present and future claims, based on or arising out of any alleged or actual infringement thereof, and
- c) That SUPPLIER will promptly pay, on PURCHASER's demand all losses, expenses, costs, damages, liabilities and judgment suffered or incurred by PURCHASER arising from said claims and / or infringement, without any limitations or restrictions.

ARTICLE - 16 : DELIVERY SCHEDULE

16.1 Completion of supplies of GOODS within Delivery Date (Time) is the essence of PURCHASE ORDER, and the prime responsibility of SUPPLIER.

16.2 SUPPLIER should complete the delivery within the Delivery Schedule attached hereto.

ARTICLE - 17 : LIQUIDATED DAMAGES FOR LATE DELIVERY

17.1 In the event the SUPPLIER fails to deliver the GOODS in accordance with Delivery Date(s), PURCHASER reserves the right to:

- a) Recover from the SUPPLIER as LD any amount upto the maximum amount as provided in the PURCHASE ORDER.
- b) Purchase elsewhere, without notice to SUPPLIER at the risk and cost of the SUPPLIER, either all the materials or the balance materials yet to be supplied.
- c) Cancel the PURCHASE ORDER or the portion thereof in default, and if so desired, to purchase the defaulted materials elsewhere at the risk and cost of SUPPLIER.

ARTICLE - 18: INDEMNITY

- 18.1 SUPPLIER agrees to hold harmless and indemnify PURCHASER and its representatives or agents as well as its employees, directors, officers, Subsidiaries, affiliates, group companies, successors and assigns of any one of them from and against all claims, suits, summons, judgment and awards (including all legal expenses or costs) which may result from the execution of this PURCHASE ORDER by the supply up to and including the acceptance of GOODS. SUPPLIER assumes all risks of damage or injury to SUPPLIER's own property or personnel from whatever cause.
- 18.2 The Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits or proceedings and all costs, charges, claims, losses or damages which may be incurred, suffered or sustained by the Purchaser by reason of any breach, default, contravention, non-observance or non-performance by the Supplier of any of the terms, conditions, agreements and provisions contained in this Purchaser Order / General Terms and Conditions and on the part of the Supplier to be observed, performed and carried out and / or any non-compliance of statutory permission / License required for providing services as contemplated hereunder.

ARTICLE - 19 : PAYMENT BY THE SUPPLIER AND LIENS

- 19.1 SUPPLIER shall be fully responsible for all payments in relation to his SUB-SUPPLIER as no contractual relation whatsoever shall exist between any SUB-SUPPLIER and PURCHASER.
- 19.2 SUPPLIER agrees to pay, discharge and hold PURCHASER harmless from all liens, claims, suits, including but not limited to counsel fees and other expenses of suits or judgment and award of sub contractors, (which includes material, men, supplies, labourers and others) which may, whether before or after final payment is made to SUPPLIER's arise out of or have any connection with GOODS. SUPPLIER shall, whenever PURCHASER requests, furnish PURCHASER with proof satisfactory to PURCHASER that all such liens, claims, suits, judgment and awards have been satisfied and released. PURCHASER reserves the right to pay directly to any sub vendor, subcontractor or sub supplier of material, men any sum due or become due from SUPPLIER to such sub vendor, subcontractors or sub supplier of material, men for performing or furnishing any work, labour, material, supplies, tools, equipment or other things used, or intended for use under any Statutory obligation of the Supplier and/or in connection with the execution of this PURCHASE ORDER and in such case Purchaser shall deduct all such payments from SUPPLIER's account.
- 19.3 SUPPLIER agrees to accept exclusive liability for the payment of any payroll taxes, holiday pay or contributions for unemployment insurance or old age pensions or annuities which are measured by true wages, salaries or other remuneration paid to SUPPLIER's employee and sub vendor / SUB SUPPLIER's.
- 19.4 SUPPLIER agrees to comply with all laws and orders and regulations of public authorities relating to rates of wages, hours of labor and other similar or dissimilar matters which may be binding upon SUPPLIER in connection with any work or PURCHASE ORDER for or in connection with which GOODS, labour, material, supplies, tools, equipment or other things to be performed or furnished by SUPPLIER under this PURCHASE ORDER or are intended to be used.
- 19.5 SUPPLIER further certifies that all equipment and material provided under this PURCHASE ORDER shall have been produced and sold in compliance with applicable requirements of labour legislation as amended, and of regulations or orders issued there under in the country of manufacture. SUPPLIER shall indemnify PURCHASER from all liabilities arising out of this PURCHASE ORDER.
- 19.6 Supplier hereby represents and declares that it is not registered entity under Micro, Small and Medium Enterprise Development Act, 2006 (MSMED Act) and shall not get registered itself without prior written consent from the Purchaser. The applicability and jurisdiction of the said MSMED act, 2006 to this Purchase Order and General Terms and Conditions have been expressly excluded by the parties. The Supplier hereby specifically waives its right to claim any interest on delayed payment under MSMED Act, 2006.
- 19.7 Supplier hereby undertakes to comply with all the Statutory Compliances with Applicable Laws as per Clause 41.

ARTICLE - 20: ASSERTION OF RIGHTS

- 20.1 Failure by either party to assert any of his rights under PURCHASE ORDER shall not be construed as a waiver thereof.

ARTICLE - 21 : ASSIGNMENT AND BANKRUPTCY

- 21.1 This PURCHASE ORDER shall be binding on and ensure to the benefit of PURCHASER and SUPPLIER and to their respective heirs, executors, administrators, successors and assigns, but neither PURCHASER nor SUPPLIER shall assign this PURCHASE ORDER or any portion thereof, or any benefit or money accruing to it there under, without the prior written consent of the other party.

21.2 The PURCHASER may however assign this PURCHASE ORDER to any of its group company and/or any third party as the PURCHASER may deem it necessary. In such a case, mere advance intimation by PURCHASER to SUPPLIER shall entitle the PURCHASER to assign this PURCHASE ORDER.

21.3 GOODS shall not be or be deemed to be an asset in a bankruptcy if SUPPLIER, voluntarily or not, becomes or is declared bankrupt.

ARTICLE - 22: COMPLIANCE WITH SPECIFICATIONS

22.1 Whenever in PURCHASE ORDER, any material, equipment, methods of fabrication or process is indicated or specified without qualification, and/or by catalogue number, such specifications shall be deemed to be used for the purpose of establishing a standard of quality and facilitating the description of the material equipment method of fabrication or process desired.

22.2 In such cases, SUPPLIER may offer in writing to furnish another material, equipment or process to those specified in PURCHASE ORDER which shall be substantially equal in every respect to those specified and SUPPLIER shall submit all technical details for the proposed substitutions.

22.3 PURCHASER shall be the judge of the quality of the material, equipment, method of fabrication or process offered in substitution, and shall indicate approval or disapproval in writing within 10 (ten) working days of the SUPPLIER's offer covering the substitution. This substitution approved by PURCHASER shall be deemed to be allowed by the words "Approved Equal".

ARTICLE - 23 : DRAWINGS

23.1 SUPPLIER shall provide the PURCHASER all drawings and documents required under the PURCHASE ORDER and in the quantities and within the times set out in the PURCHASE ORDER.

23.2 PURCHASER's review and approval of drawings shall not relieve the SUPPLIER of responsibility to comply with the SPECIFICATIONS of the PURCHASE ORDER or for any errors or omissions on the part of the SUPPLIER, if not approved specifically in writing by PURCHASER.

ARTICLE - 24 : PROPERTY OF DRAWINGS AND INFORMATION

24.1 All drawings and information exchanged by PURCHASER and the SUPPLIER shall become the property of PURCHASER, who shall not however, utilize or transmit the same to any other third party for any other purpose than those of the project.

ARTICLE - 25 : QUALITY ASSURANCE

25.1 QUALITY ASSURANCE SYSTEMS SUPPLIER will be deemed to have allowed for quality assurance requirements as follows:

- (i) SUPPLIER shall be required to have implemented an effective Quality Assurance System in his organization preferably in accordance with the requirements set forth in ISO 9001, 9002 or 9003 as applicable or the latest equivalent.
- (ii) SUPPLIER shall be responsible for the verification and approval of SUB-SUPPLIER's Quality Assurance System for compliance with the requirements as set forth above. This verification and approval shall be documented in writing.
- (iii) SUPPLIER's SUB-SUPPLIER's Quality Assurance System documents formulated specifically for this PURCHASE ORDER and approved by SUPPLIER may be subject to verification and approval by PURCHASER prior to initiating work. The SUPPLIER will be responsible for ensuring its sub-suppliers are capable of complying with the requirements of this PURCHASE ORDER.
- (iv) PURCHASER reserves the right to perform Quality Assurance Audits in order to verify at any time that SUPPLIER and its SUB-SUPPLIER's Quality Assurance System(s) meet(s) the requirements set forth herein and where applicable conforming ISO 9001, 9002, 9003 or the latest equivalent. SUPPLIER's Quality Assurance System must clearly state the corrective actions in case of deviations from specified requirements.

25.2 QUALITY ASSURANCE

SUPPLIER shall submit to PURCHASER within Two (2) weeks after the order placement a Quality Assurance Plan (QAP), specifically prepared for this PURCHASE ORDER, for review and approval as applicable.

25.3 REVIEW OF QUALITY ASSURANCE PROGRAMS

PURCHASER reserves the right to review SUPPLIER's quality assurance program to the extent deemed necessary by the nature of the service involved.

ARTICLE - 26 : QUALITY CONTROL

26.1 INSPECTION REQUIREMENTS

All material/equipment in this PURCHASE ORDER are subject to inspection by PURCHASER or PURCHASER appointed inspection agency (PURCHASER will be responsible for the agency costs). However, PURCHASE ORDER Price includes cost, if any, for witnessed tests and material inspection, as required in the requisition and/or the relative specifications. Inspection procedures are laid down in the "Instructions for Inspection and Testing" document or/and QAP.

26.2 PROCEDURE FOR NONCONFORMANCE AND REPAIRS

SUPPLIER shall notify PURCHASER of any repair or procedure performed on nonconformance found during inspection or tests not witnessed by INSPECTOR in material that will form part of the GOODS to be delivered against the PURCHASE ORDER. This includes any repair or procedure for dealing with nonconformance in material supplied by sub-suppliers. Any repair by SUPPLIER or its sub-supplier shall be made in accordance with the rules of the relevant specification(s).

INSPECTOR shall have full access to SUPPLIERS documentation on such dispositions and repairs.

26.3 INTERMEDIATE AND FINAL INSPECTION

SUPPLIER is responsible for arranging of and bearing the cost for all intermediate and final (third party) inspection, with the exception of the Inspector's personal costs, which are to the account of PURCHASER.

ARTICLE - 27 : EXPEDITING AND INSPECTION

27.1 The PURCHASE ORDER shall be subject to expediting and inspection by PURCHASER or his authorized agents. PURCHASER's EXPEDITERS and INSPECTORS shall be allowed free access to the SUPPLIER's and sub-vendor's workshop and the SUPPLIER shall provide the means to do this during all phases of the work. The SUPPLIER shall make available to PURCHASER/INSPECTOR a list of all SUB-SUPPLIERS for material or work forming part of this PURCHASE ORDER and the scope of work/ supply of these sub-suppliers.

27.2 PURCHASER shall have the right to give SUPPLIER instructions relating to the timely preparation of and the SUPPLIER's actual adherence to the SUPPLIER's schedule, covering activities in engineering, issue of drawings and data, material acquisition, fabrication, assembly, inspection, testing and shipping.

27.3 PURCHASER shall be entitled at all reasonable times during manufacture to inspect and examine material and workmanship of any of the equipment.

27.4 The SUPPLIER shall carry out such inspection and tests of the equipment and material at the place of manufacture as is deemed necessary by PURCHASER for compliance with the PURCHASE ORDER and for compliance with all applicable codes and standards.

27.5 The SUPPLIER shall as its own expense provide such assistance, labour, material, electricity, fuel, stores, apparatus and instruments as may be required to carry out efficiently such shop tests.

27.6 The SUPPLIER shall give to PURCHASER written notes of not less than Seven (7) days of the date and the place at which any equipment and material may be ready for inspection and/or testing. PURCHASER or its agent may at PURCHASER's discretion attend the inspection and/or testing.

27.7 When stipulated in the PURCHASE ORDER that the SUPPLIER is to provide a witness test, the SUPPLIER shall provide due notice to PURCHASER of the test date in accordance with Article 27.6 and the SUPPLIER shall arrange said test and not proceed with the work until said tests are witnessed by PURCHASER's authorized agent or a written waiver is issued by PURCHASER.

27.8 The fact that any material or workmanship has been inspected by PURCHASER shall not release the SUPPLIER from the responsibility of making good any defects discovered after such inspection.

27.9 In the event of any defects becoming apparent during inspection and/or testing, the SUPPLIER shall at his own expense make good the defects discovered to the satisfaction of PURCHASER.

27.10 All GOODS rejected by PURCHASER as not in accordance with drawings, the SPECIFICATION and/or the PURCHASE ORDER, shall be replaced promptly by the SUPPLIER with other equipment and material or GOODS in accordance with the SPECIFICATIONS, drawings and/or the PURCHASE ORDER at the SUPPLIER's expense.

27.11 Upon completion of fabrication and testing of the GOODS, the SUPPLIER shall provide PURCHASER with inspection results and reports and test certificates, certifying that the GOODS have been fabricated in accordance with the PURCHASE ORDER and have satisfactorily passed all required quality assurances and/or tests.

27.12 If any equipment or material, for any reasons whatsoever, has not been inspected during the fabrication or before packing, PURCHASER shall have the right to inspect such equipment and material at the delivery point, designated in the PURCHASE ORDER, provided PURCHASER notifies the SUPPLIER of this intent to do so on his written order to proceed with the packaging.

ARTICLE - 28: CHANGES IN GOODS TO BE SUPPLIED

28.1 PURCHASER may, by WRITTEN NOTICE to SUPPLIER, order extra work or make changes by altering, adding to or deducting from GOODS. PURCHASE ORDER PRICE may be then revised accordingly.

28.2 If SUPPLIER claims that any instructions received from PURCHASER justify additions/reductions to PURCHASE ORDER PRICE, he shall give PURCHASER written notice within a period of 15 days from the receipt of such instruction, and in any event before proceeding to execute the work for GOODS to be supplied.

No such extra work for GOODS to be supplied shall be allowed or form the basis of any claim for compensation over and above, or in addition to, PURCHASE ORDER PRICE specified herein, unless a detailed estimate of the cost is approved by PURCHASER in writing.

28.3 In the event that any change or alteration in GOODS results in a decrease of the work to be performed or material or equipment furnished, PURCHASE ORDER PRICE shall be reduced accordingly and no allowance shall be made to SUPPLIER for loss of anticipated profits on GOODS omitted.

28.4 Notwithstanding any disagreements or disputes between the parties as to any of the provision of article 28, there shall be no interruption of the work for GOODS during the continuance of any dispute or disagreement.

28.5 CHANGE ORDER PROCEDURE

Upon approval of supplier's written notice of extra work pursuant to Clause 28.2 above, by PURCHASER, the SUPPLIER shall proceed with such extra work and the cost and time effect of such extra work shall be jointly recorded by both the parties. At the completion of deliveries, the parties shall jointly review and arrive at a mutually acceptable solution to the extra Prices so involved. The basis of such extra Prices shall be material and labour charges incurred at cost plus 10% to cover overheads and profits. If no mutual solution is possible the matter shall then be referred to Arbitration in accordance with Article 38.

ARTICLE - 29 : DELIVERABLES TO BE PROVIDED AFTER RELEASE OF PURCHASE ORDER - AS APPLICBLE

Document COPIES
Drawings and documents in accordance with the PURCHASE ORDER
QA Plan & Inspection Plan
Raw Material progress report
Fabrication Schedule
List of SUB-SUPPLIERS
Un Priced copies of suborders
List of contact names
Shipping weights and dimensions
Packing list
Instruction / Operation and Maintenance Manuals

ARTICLE - 30 : DELIVERY

30.1 SUPPLIER warrants that GOODS shall be delivered in accordance with Delivery Date(s).

30.2 PURCHASER may require rescheduling of the agreed delivery dates and in such event PURCHASER shall discuss the matter with SUPPLIER and any rescheduling will be after mutual agreement on the revised dates and other necessary changes to the PURCHASE ORDER in writing. The PURCHASER may in its sole discretion cancel the contract, in case of failure by supplier to adhere to the delivery schedule.

30.3 TRANSPORTATION

- (i) SUPPLIER hereby undertakes to comply with all the Statutory Rules and Regulations pertaining to transportation of Goods including but not limited to :
- (ii) GOODS shall be supplied through reputed and reliable Transporter \ Carrier by suitable vehicles capable of transporting such GOODS from the place of transportation to SITE. Any approval/permission with any Government or Road Transport Authorities required prior to transportation shall be obtained by SUPPLIER and any disputes/cost/consequences arising due to non-compliance of any approval/permission required with transporter/Government/RTO shall be to the account of SUPPLIER. GOODS are to be properly loaded, secured, lashed and dunnaged keeping safety of cargo as well as vehicles in mind, in line with the concerned regulations while GOODS are en-route to SITE.
- (iii) All GOODS shall be accepted at SITE for DELIVERY up to 03:00 p.m. of that calendar day and shall be considered as arrived at that day. The cargo/consignment received after 03:00 p.m. of that day shall be considered as received on the next calendar day only. Thereafter, SUPPLIER shall provide 24 free hours for unloading by PURCHASER for normal 10 ton truck cargo.
- (iv) Vehicle shall carry the Term Card and MSDS while Transporting Hazardous Chemicals (L.P.G., L.D.O., F.O. etc.)
- (v) The Exhaust Pipe of the Vehicle Engine used for Transportation of Class "A" Petroleum product shall be fitted with an approved spark arrestor.
- (vi) Notwithstanding the above the Supplier shall be solely responsible for any breach by the Transporters.

ARTICLE - 31 : RECEIPT

31.1 Upon receipt of GOODS at the SITE, PURCHASER will inspect the packaging or damage or tampering. In case of no damage or tampering, the shipment will be stored at PURCHASER's site in the warehouse.

If damage or tampering is noticed, the PURCHASER will advise SUPPLIER, within seven (7) days, of the nature and extent of the damage or tampering and SUPPLIER will have the option at its own expense to send a representative to examine the GOODS. The PURCHASER will at its option proceed to examine the GOODS within thirty (30) days to ascertain precise extent of any damage or shortage and in the absence of a representative from SUPPLIER, the PURCHASER's report of such shortage/damage will be deemed accepted by the SUPPLIER.

31.2 The PURCHASER shall also inspect the GOODS received against the PURCHASE ORDER/Packing list as relevant and short receipts, if any, shall be made good by the SUPPLIER at his cost. Notwithstanding such inspection and/or notification of short receipt shall continue to be the SUPPLIER's responsibility for supply of GOODS complete in all respects for fulfilling stipulated performance parameters.

ARTICLE - 32 : CONSEQUENTIAL DAMAGES

32.1 Notwithstanding any other provision of the PURCHASE ORDER, neither party shall, under any circumstances be liable to the other for loss of profit, loss of use, loss of opportunity or any consequential or economic losses.

ARTICLE - 33 : SUPERVISION OF INSTALLATION TILL PERFORMANCE GUARANTEE TESTS

33.1 Upon PURCHASER's request, SUPPLIER shall make available qualified supervisory personnel capable of performing the supervisory and advisory services for the installation including testing, commissioning and performance testing of the equipment and material covered by PURCHASE ORDER in the environment they will be called upon to work at the project site.

33.2 All the cost of traveling, local transportation, lodging, boarding etc in relation to it's supervisory personnel shall be in the scope of SUPPLIER if not specified in PURCHASE ORDER.

ARTICLE - 34: RIGHTS NOT WAIVED BY PAYMENT OR CERTIFICATE

34.1 No certificate given or payment made by PURCHASER prior to the acceptance of GOODS shall be considered as evidence of satisfactory performance of GOODS, either wholly or in part.

34.2 No certificate and/or payment shall be considered as acceptance of defective GOODS or improper material and equipment or as relieving SUPPLIER from its full responsibility and obligations as stipulated in PURCHASE ORDER.

ARTICLE - 35 : TERMINATION / SUSPENSION OF PURCHASE ORDER

35.1 TERMINATION BY PURCHASER

35.1.1 PURCHASER may, at any time, terminate this PURCHASE ORDER by giving to SUPPLIER fifteen (15) days written notice. The said notice shall set forth the date of termination and the extent of the work to be performed by SUPPLIER prior to such termination. Upon receipt of such notice, the SUPPLIER shall promptly discontinue any further work / performance under the PURCHASE ORDER, except so as may be necessary to protect the work already completed or as may be requested by the PURCHASER.

35.1.2 In the event of any such termination under sub article 35.1.1, the SUPPLIER shall, at PURCHASER's request, hand over / transfer title to the PURCHASER any or all of the GOODS, all drawings and documentation or any other information received from PURCHASER, that the SUPPLIER has to provide as per the PURCHASE ORDER and all materials, supplies and equipments paid for by the PURCHASER, and the PURCHASER shall have the right to make use of the same for such purchases as the PURCHASER may desire.

35.1.3 PURCHASER shall be entitled to withhold from any amount due to SUPPLIER under sub-article, the amount of any claims PURCHASER may have against SUPPLIER.

35.1.4 SUPPLIER shall deliver to PURCHASER as per terms mutually agreed upon, all equipment and material, in its then current location and state of completion and condition of the date of termination. SUPPLIER shall not be obliged to retain in its plant any such equipment and material, for more than 180 days after such termination.

35.2 TERMINATION DUE TO BREACH OF PURCHASE ORDER CONDITIONS OR DEFAULT BY SUPPLIER

35.2.1 If SUPPLIER is in breach of any provision of PURCHASE ORDER including delay in Delivery for more than 3 months, then PURCHASER may, by giving SUPPLIER written notice, forthwith terminate this PURCHASE ORDER and take possession of GOODS, relating to this PURCHASE ORDER. In such case PURCHASER shall have the right to recover additional costs incurred to procure similar GOODS and without prejudice to any other remedy available under PURCHASE ORDER.

35.3 TERMINATION IN CASE OF MERGER.

35.3.1 In the event that SUPPLIER has the intention to merge with another business entity and/or SUPPLIER shall dissolve its entity, SUPPLIER shall, as early as possible, prior to the date of the merger, advise PURCHASER in writing and shall identify and appoint the new business entity, and obtain the prior written agreement of PURCHASER as SUPPLIER under PURCHASE ORDER.

35.3.2 SUPPLIER shall make, prior to the merger, all legal and other arrangements necessary to the effect that the new business entity shall be fully responsible for all engagements, obligation and guarantees under PURCHASE ORDER.

35.3.3 If PURCHASER does not accept the arrangements made, PURCHASER shall have the right to stop all payments and PURCHASER shall be discharged of all obligations towards SUPPLIER, without prejudice to the financial compensation to which PURCHASER has the right to claim and or request for additional security which PURCHASER may consider necessary.

35.4 TERMINATION DUE TO INSOLVENCY AND BREACH OF PURCHASE ORDER CONDITIONS.

35.4.1 PURCHASER may, at any time, by notice, in writing terminate the PURCHASE ORDER without additional compensation to SUPPLIER on the happening of any of the following events, that is to say:

- a) If the SUPPLIER shall at any time, before final shipment, be adjudged insolvent or enter into any arrangement or composition with his creditors, or suspend payment, or if the firm be dissolved under the partnership act.
- b) If SUPPLIER, being a company, shall pass a resolution or a court shall make an order for the liquidation of its affairs.

- c) If SUPPLIER commits any act of breach of this PURCHASE ORDER conditions not herein specifically provided for, provided always that such termination shall not prejudice any right or action or remedy which shall have accrued or shall accrue thereafter to PURCHASER and provided also that SUPPLIER shall be liable to pay PURCHASER for any extra expenditure PURCHASER is thereby put to.

35.5 SUSPENSION OF PURCHASE ORDER:- The Purchaser shall anytime hereafter may suspend the Purchase Order at its sole discretion without incurring any liability towards payment of the Goods.

ARTICLE - 36: REMEDIES OF PURCHASER

35.6 Notwithstanding anything stated elsewhere in the General Terms and Condition, If the SUPPLIER:-

- (i) Becomes bankrupt or goes in liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction. (or)
- (ii) Has an execution levied on its goods (or)
- (iii) Assigns the PURCHASE ORDER without the previous written consent of the OWNER / PURCHASER (or)
- (iv) Has to the detriment of good workmanship or in defiance of the OWNER / PURCHASER / CONSULTANT'S instruction to the contrary, subcontracted for any part of the work. (or)
- (v) Repudiates or abandons the PURCHASE ORDER. (or)
- (vi) Without reasonable excuse, fails to commence the work or suspends the progress of the work for 30 days after receiving written notice to proceed, from the OWNER / PURCHASER / CONSULTANT. (or)
- (vii) Fail to remove or pull down or replace the materials after receiving notice from the OWNER / PURCHASER / CONSULTANT that the said material has been condemned and rejected by them under the provisions of the PURCHASE ORDER. (or)
- (viii) Is not executing the work in accordance with PURCHASE ORDER or is persistently or flagrantly neglecting to carry out his obligations, then the Company / PURCHASER may give reasonable notice period depending upon exigency in writing to the SUPPLIER, forthwith carry out the balance work / replacement / repair / procure at the sole risk and cost of the SUPPLIER. All expenses incurred by the Company / PURCHASER in this respect will be to the account of the SUPPLIER without any limitation.

35.7 Upon termination / Suspension of the Purchaser Order, the Supplier shall have no right to claim any compensation or damages against Purchaser either on the ground that the Supplier has spent any amount on infrastructure / raw material or incurred other cost and expenses or for any other reason whatsoever.

35.8 In the event of termination, the Supplier shall furnish all the relevant information to Purchaser and immediately and promptly return to Purchaser all documents, customers records and other data, papers received from or on behalf of Purchaser and all copies thereof in any form in its possession or provided by it to third parties.

ARTICLE - 37: CONFIDENTIALITY

37.1 In the course of performing under the Purchaser Order, the Supplier may come to know the secret information / technology adopted by Purchaser. The Supplier shall maintain confidentiality and shall not disclose or divulge and also prevent the disclosure or divulgence of any secret and confidential information, knowledge, instruments, data, documents, reports, statements, records, log, correspondence, discussions, methods, trade secrets, manufacturing processes, machinery, know-how, lay-outs, patent transactions, affairs, dealings, finances, accounts and any other information of the Purchaser or its subsidiary acquired by supplier during the course of performance under the Purchaser Order or thereafter.

37.2 Notwithstanding the expiry or earlier determination of the Purchaser Order, the obligation relating to confidentiality shall continue to be in full force and effect

ARTICLE - 38: ENTIRE AGREEMENT

38.1 These General Terms and Conditions and the Supplier Purchase Order acceptance and the written specifications, drawings, technical data and other documents included therein or attached thereto, constitute the entire agreement between Supplier and Purchaser ("Agreement") with respect to the order of the goods described in the Purchase Order. In the event of any conflict, discrepancy, inconsistency or ambiguity between the terms of this General Terms and Conditions and any other documents, than the priority shall be as follows: (1) These General Terms and Conditions; (2) Written specifications; (3) Purchase Order cover; and (4) Other Purchase Order attachments. The Agreement supersedes and overrides all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, written or verbal or anything to the contrary contained in any other documents. No course of dealing between the parties, or term or condition in any confirmation, statement, or invoice, that modifies, adds to or varies the terms and

conditions of this Purchaser Order, shall be binding on or have any force and effect between the parties. This Agreement may only be amended by a written instruction signed by a duly authorized representative of Company.

ARTICLE - 39: EFFECTIVENESS

39.1 Should any of the provision of the PURCHASE ORDER or these General Terms and Conditions or other documents be invalid or become invalid and/or become non-conceivable, the validity of the remaining provisions shall not be affected. In case of invalidity and/or non-practicability of any of the provisions / terms and conditions, the PURCHASER and the SUPPLIER shall be obliged to agree on such provision which as closely as it is practicable approximating the invalid and / or non-conceivable provision economical.

ARTICLE 40: STATUTORY COMPLIANCE

40.1 The Supplier as well as its employees, agents, consultants or sub-suppliers, contractors shall use only legitimate and ethical business practices in conducting activities and shall not indulge in any corrupt practices defined under laws of International trade government authority / organization including Indian Prevention of Corruption Act, 1998, US Foreign Corrupt Practices Act, The UK Bribery Act, 2010.

40.2 Supplier will comply with the provisions of all statutes; ordinance, rules and regulations applicable to the services agreed to be provided pursuant to this Purchaser Order and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable thereto.

40.3 Supplier shall be solely responsible and liable for payment of salaries, wages including payment under the Minimum Wages Act 1948, Payment of Wages Act 1936, Employees Provident Fund Act & Misc. Provisions Act, 1952, Insurance under the Workman's compensation Act, if applicable and for payment of all statutory benefits like Provident Fund (PF) etc. and other legal dues of the employees / personnel deputed with Purchaser, for rendering services. The Supplier confirms and undertakes that it has and will comply with all the requirements of the statutory authorities in respect of Contract Labour, and Provident Fund, ESI, Gratuity, Bonus, Leave, Professional Tax etc. including the monthly contribution to be deposited with these authorities in respect of its employees, contractor and such other regulations which may be applicable from time to time.

40.4 Supplier shall ensure Statutory Compliance of all labour regulations and shall produce adequate proof thereof to the Purchaser, whenever required or demanded by the Purchaser.

40.5 Supplier shall ensure that its employees / deputed shall abide by the Purchaser's office disciplinary rules and regulations, safety and security guidelines, code of conduct and General Business Principles as prescribed from time to time and shall do, perform, observe and confirm to all the rules, regulations, guidelines, laws, bye-laws of the Government, Municipality, Local Authority, or any other statutory authority that may be in force from time to time in the territory and shall not breach or violate the same in any manner whatsoever.

40.6 Supplier will comply with the provisions of all statutes; ordinance, rules and regulations applicable to the services agreed to be provided hereunder and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable thereto.

40.7 The Supplier shall perform the duties diligently, prudently, honestly, efficiently and with sufficient amount of care and caution as is necessary for Security and safety, reputation etc. in relation to the property of the Purchaser.

40.8 The Purchaser shall not be responsible or liable for death, injury, sickness or accident of any of the employee / personnel of the Supplier. It would be the liability of the Supplier to pay necessary compensation if required in such an event under the provisions of application labor laws.

40.9 The Supplier shall be fully responsible and liable for any acts of negligence, omissions and commissions on the part of the employee / personnel deputed by the Supplier under this Purchaser Order and shall indemnify and keep harmless the Purchaser from and against any loss, damage or expenses thereby caused to the Purchaser.

ARTICLE 41: PRINCIPAL TO PRINCIPAL BASIS

41.1 The Purchase Order is made on a "Principal to Principal" basis. Nothing in the Purchaser Order shall be interpreted to mean that the Supplier is in any way the agent of the Purchaser for any purpose whatsoever. The Supplier shall not have any right or authority to assume or create, in writing or otherwise, any obligation of any kind, express or implied, in the name of or on behalf of the Purchaser, unless specifically authorized in writing by the Purchaser. Nothing contained in the Purchaser Order shall be deemed to create any partnership, joint venture, employment between the Parties hereto OR master and servant relation between the parties. The Supplier

shall perform his / its obligations under the Purchase Order as an independent Supplier. The Supplier shall indemnify and hold Purchaser harmless against any claims, losses or damages arising from actions or inaction by the Supplier in breach of the foregoing.

ARTICLE 42: NOTICE / COMMUNICATION

42.1 Any Notice or other communication required to be sent under the Purchaser Order shall be sent or delivered to the parties at the address mentioned in the Purchase Order, or at such other address as the Parties may from time to time designate in writing:

42.2 Any communications to be given hereunder shall be in writing and shall be:-

- (i) Delivered by hand or sent by recognized international courier to the address of the addressee as set out in this Purchase Order or to such other address as the addressee may from time to time have notified for the purpose of this Clause; or
- (ii) Sent by facsimile transmission to the addressee's facsimile number stated above or as notified from time to time for the purpose of this Clause;
- (iii) Communications by facsimile transmission shall always be confirmed by dispatching a copy of the communication by Courier on the same day and all communications by Courier shall be sent by registered or recorded delivery/acknowledgement.

ARTICLE 43: AMENDMENT

43.1 The Purchaser shall make such alterations, amendments or modifications to this Purchase Order as may be necessary for the purpose of carrying it into effect. Any amendments and modifications to this Purchase Order shall be made in writing signed by the authorized representatives of the Purchaser.

ARTICLE - 44: FORCE MAJEURE

44.1 Any delay in or failure of performance of this PURCHASE ORDER by either party hereto, shall not constitute defaults by such party or give rise to any claim for damages, if, and to the extent of such delay or failure of performance is caused by acts of God, war, invasions, revolution, civil commotion, flood, severe earthquake, typhoon, cyclones, plague and epidemic.

44.2 The FORCE MAJEURE referred to above shall not be extended to cover SUB- SUPPLIER's work.

44.3 The party so affected by an event of FORCE MAJEURE shall notify the other party of the occurrence thereof within Two (2) days of its commencement, specifying the matter constituting FORCE MAJEURE and with evidence of its adverse effect on performance of PURCHASE ORDER.

44.4 Except as provided below, neither party shall by reason of any event of FORCE MAJEURE be entitled to terminate this PURCHASE ORDER, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance.

44.5 Notwithstanding anything to the contrary stated herein, PURCHASER shall have the right prior to the end of the event Force Majeure, to terminate PURCHASE ORDER without compensation to SUPPLIER if PURCHASE ORDER is suspended or likely to be suspended by the occurrence of FORCE MAJEURE for a period of more than Thirty (30) days. In such an event the parties shall within the shortest time possible, meet to examine the incidence of the said occurrences and fix the conditions to fulfill PURCHASE ORDER. In any event SUPPLIER will not be entitled to claim an increase in PURCHASE ORDER PRICE on this account. Failing agreement, the party other than the one prevented from fulfilling its obligations, shall have the right to terminate PURCHASE ORDER.

44.6 The obligations affected by a case of force majeure shall be automatically adjusted for a number of days equal to the period of the delay resulting from the FORCE MAJEURE.

ARTICLE - 45: DISPUTE RESOLUTION / ARBITRATION

45.1 Any claim, dispute or differences concerning the validity and interpretation, implementation or alleged breach of any provision of the Purchase Order shall be resolved through mutual discussion between the parties hereto, failing which the same shall be referred to and finally resolved by arbitration to be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, or any statutory modification or reenactment thereof (the act). The arbitration will be conducted before a panel of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators shall collectively appoint the third arbitrator, and failing such agreement, in accordance with the Indian Arbitration and Conciliation Act, 1996, as amended. The arbitration proceedings shall be held in Mumbai, India, and shall be conducted in the English language. The award rendered by the arbitration panel shall be final, conclusive and binding on all parties to this Purchase Order and shall be subject to enforcement in any court of competent jurisdiction.

ARTICLE - 46 : GOVERNING LAWS

46.1 This Contract shall be governed by and interpreted in accordance with the substantive laws of India and subject to exclusive jurisdiction of court in Mumbai, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction

Accepted

For _____ (Supplier)

Name:.....