1. Scope

1.1. This Purchase Order shall constitute the contract ("Order").

1.2. No verbal agreements amending the any context or terms of this order are valid unless Purchaser confirms them in writing in the form of Purchase Order Amendment.

1.3. In the event of any terms and conditions given by the Supplier are at variance with these terms and conditions, then these terms and condition shall prevail. However, if there is any valid contract subsisting between the parties then the agreed contractual terms and conditions will supersede the general terms of the order, in event of any conflict or otherwise.

2. Packing, Price

Goods (Products) processed and supplied against this order must be properly packed and dispatched conforming to dispatch instructions, if any, given for safe transport by road/rail/air/water to the specified destination.

In case of dangerous goods, the Supplier shall submit details of packing and transportation plan to Purchaser for confirmation prior to shipment.

The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by the Purchaser and shall be inclusive of packing and free delivery at Purchaser's works or any place specified in the order. The prices are firm and fixed till execution of the complete order. No escalation is possible.

The transfer of risk shall be upon receipt and acceptance by the Purchaser at Cenlub Industries Ltd works or the designated place of receipt.

For pricing ex works of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Purchaser has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, the Purchaser may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.

3. Delivery Term and Penalty for Breach

3.1. Delivery time is the essence of this order and must be strictly adhered to. Delivery shall be made as per the terms stated in the Order. If the Supplier fails to deliver the goods in time, the Purchaser may, at its sole discretion:

(a) treat the order as cancelled at any time and recover any loss or damage from the Supplier;

(b) without prejudice to above provision Purchaser may accept late delivery, subject to a deduction in payment of 0.5% of the total PO price for every day of the delay, towards liquidated damages, subject to maximum deduction of 10% of the PO price.

3.2. For establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

3.3. In addition, the Purchaser shall have the right to purchase/avail the goods/services ordered or any part thereof from other sources on the Supplier's account, in which case the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.

4. Order and Confirmation of Order

4.1. The Purchaser may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within 24 hours of receipt. If the terms of the confirmation vary from the terms of the order, the Purchaser is only bound thereby if it agrees to such variation in writing.

4.2. Any amendments / additions / alterations to the order shall only be valid if the Purchaser confirms in writing as per above clause 1.2

5. Force Majeure

5.1. The Purchaser shall be under no liability for failure to accept the deliveries of goods, if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes, civil commotion, riots, violence, acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the Purchaser.

5.2. Such occurrences shall be informed in writing by the Supplier.

6. Examination/Rejection of Goods

6.1. All materials duly processed and supplied against the order should conform to latest Indian Standards, it should be new, merchantable quality, fit for their intended purpose and should be in line with "Quality Assurance Plan", if any, which has to be approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser, either at the Supplier's premises and/or at the place of delivery indicated by the Purchaser.

6.2. The Purchaser reserves the rights to inspect the material at any stage during manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification or not fit for their intended purpose without invalidating the remainder of the order, if so desired by the Purchaser. All rejected material shall be removed by the Supplier at its own costs within 7 days from the date of rejection note / intimation / Challan posted by the Purchaser to the Supplier. In case of any failure due to any reasons to remove the goods/material the Purchaser shall have all rights to remove the defective materials/goods from the Purchaser's/its customer's premises and discard it.

6.3. The Purchaser under no circumstances will be liable or held accountable for any damage, loss, deterioration of the rejected materials/goods for discarding the material/goods, or for any value for it. The Purchaser shall also be entitled to charge an amount of 1% (of the value of rejected materials) per day of the delay towards storage charges.

7. Product Warranty

7.1. The said good/services processed and delivered by the Supplier shall be made out of good quality bought out components/materials, as acceptable to the Purchaser and it should have standard/excellent workmanship and fit for their intended purpose.

7.2. The said goods/services delivered by the Supplier shall be identical to the sample specification given by the Supplier.

7.3. Where the said goods/services delivered by the Supplier to the Purchaser is according to sample as well as certain specification/description, if any, the said goods/services actually processed and delivered, shall match not only with the said sample, but also with the said specification/description.

7.4. If deficiency is identified before or during the transfer of risk or during the Guarantee Period set out in Clause 8 the Supplier must at its own expense and at the discretion of the Purchaser either repair the deficiency or provide re-performance of the Services or replacement of delivery. This provision also applies to delivery subject to inspection by sample test. The discretion of the Purchaser shall be exercised fairly and reasonably.

7.5. Should the Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by the Purchaser, the Purchaser is entitled to: cancel the order in whole or in part without being subject to any liability for damages; or demand a reduction in price; or undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and claim damages in lieu of performance. If the Supplier provides subsequent performance or repairs, the warranty periods set out in Clause 8 shall begin to run once again from the date of repair or replacement of the defective goods or services.

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8. Guarantee

The Supplier shall be bound to repair/replace free of cost any materials/goods/assets/services processed and supplied by him, which become defective due to faulty design, material or workmanship or any other reason within 36 months from the date of completion of final installation & commissioning or 42 months from the date of delivery whichever is earlier. In all such cases the to and fro freight and insurance charges will be to the Supplier's account.

9. Invoices and Payments

9.1. The bills for supplies must be submitted in triplicate duly bearing the Supplier's sale tax registration numbers, supported with the required forms as specified in the order and showing the description of material, quantity, Purchase Order no. Item code number, Project Name/ Code, challan no. with date, LR number with date, and MTC, TCs & reports as per QAP wherever applicable.

9.2. The bills accompanied with complete sets of dispatch documents including test certificates/ reports/conformities must be submitted via Email (ocs.purchase1@cenlub.in) within 2 hours of dispatch.

9.3. Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser shall be made as per the terms stated in the order. Payment falls due after the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt of bills, whichever is later. Bills should be submitted within 24 hours from the date of delivery. The Purchaser shall at all point of time have all rights to deduct from any unpaid bills, debit notes falling due in case any goods/services are rejected on line and/or any claims for deductions are raised on the Supplier.

10. Excess Supply

10.1. The specific quantity ordered shall not be changed without the Purchaser's written consent. Any loss or damage which the Purchaser may suffer from excess/short supply, if any will be to the Supplier's account in full.

10.2. Quantum of allowable excess/short supplies shall be agreed in the order.

10.3. However, the Purchaser reserves the right to vary the quantity up to +/-15% of the ordered quantity, without any price implication.

11. Intellectual Property Rights and other Rights

11.1 Save as otherwise provided in this order, no right, title or interest (including intellectual property rights such as patents, utility model, trademarks, designs, trade dress, copyright, domain name, etc.) shall be passed on to the Supplier by virtue of these presents, in the products/raw materials machines/tools/drawings etc., furnished by the Purchaser to the Supplier, for rendering the processing services. The Supplier shall, at no time, contest or challenge our said and exclusive rights, title and interest in the said products/raw materials/ machines/tools/drawings etc.

11.2 All rights (including the intellectual property rights such as patents, utility model, trademarks, designs, trade dress, copyright, domain name, etc) belonging to the Purchaser in relation to the processed goods/products shall remain the property of Purchaser and at no time during the currency of this order or after the termination thereof, the Supplier shall be entitled to claim any rights to or interest in any such Intellectual Property rights or other rights belonging to the Purchaser.

11.3 The Supplier shall assign to the Purchaser all rights to use and exploit (make, sell or offer for sale), as the Purchaser sees fit, any intellectual property rights (e.g., patents, designs) belonging to the Supplier or its affiliates, if any, in relation to the processed goods/products supplied by the Supplier against this order.

11.4 It is essential that the products are delivered free of any third-party intellectual property rights. Thus, the Supplier is under a duty to verify title and inform the Purchaser of any possible conflicting intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

11.5 The Supplier shall indemnify and keep the Purchaser, its Director, Employee and respective customers indemnified against all losses or damages arising from any infringement of any patent in respect of any goods processed and supplied by the Supplier against this order. In addition, all litigation costs, if any, suffered by the Purchaser from any patent suit shall be reimbursed to the Purchaser by the Supplier forthwith.

12. Encumbrance

The Supplier shall not sell, assign, sub-let, pledge, hypothecate or otherwise encumber or suffer a lien upon or against the said product/raw materials/ machines tools/ drawings etc. and the Supplier shall undertake to abide by the same.

13. Confidentiality

13.1 Any and all information and data whether marked "Confidential" or not and inclusive but not limited to Unpublished Price Sensitive Information ("UPSI") (means any information relating to the Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily include but not restricted to financial results, dividends, change in capital structure, changes in key managerial personnel etc.) if any, irrespective of the medium in which such information or data is embedded i.e. in written form or verbal or tangible or via electronic communication or proprietary and/or non-public made available to the Supplier by Purchaser in connection with this order ("Confidential Information") shall be treated as strictly confidential and shall not disclose, share with anyone. The Supplier shall use said Confidential Information only for the purposes specified in this order. This confidentiality obligation shall not apply to information which is already in the public domain or becomes available to the public not due to the breach of confidentiality by Supplier

13.2 The access of such Confidential Information shall be restricted to the employees who have a need to know it in their scope of employment. In the event, Purchaser has consented to the disclosure of the Confidential Information to a third party, the Supplier shall ensure that such third party undertakes to be bound by the confidentiality obligations imposed on the Supplier by this order and shall indemnify and hold harmless the Purchaser from any damage incurred through the breach of said confidentiality obligation by the third party. The Supplier shall provide information as sought by the Purchaser from time to time pursuant to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and shall provide to the Purchaser such details of sub-contractor/third party in case Purchaser's Confidential Information is shared with them.

13.3 On demand by the Purchaser at any time, the Confidential Information shall be returned forthwith by the Supplier to the Purchaser. However, the obligations set forth in this Clause shall survive any termination or expiration of the order.

14. Subcontracting to Third Parties

Subcontracting/assigning to third parties shall not take place either in whole or in part without the prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel this order in whole or in part and claim damages.

15. Provided Material

15.1. Material provided by the Purchaser remains the property of the Purchaser and is to be stored, labelled and administered separately at no cost to the Purchaser. Their use is limited to the orders of the Purchaser only.

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The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

15.2. Any processing or transformation of the material shall take place for the Purchaser. The Purchaser shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Purchaser and Supplier hereby agree that the Purchaser shall always be the owner of the new product during the processing or transformation. The Supplier shall keep the new product safe for the Purchaser at no extra cost and in so doing exercise the duty of care of a merchant.

15.3. Environmental Protection, Duties and Declarations:

Supplier shall ensure compliance to Environment (Protection) Act, 1986

[Applicable for suppliers of Direct material incl. OEM, packaging material & operating supplies (Indirect Material)].

Should supplier deliver products, which are subject to statutorily imposed substance restrictions and/ or information requirements Registration, evaluation and authorization of chemical substances, Restriction of hazardous substances, dangerous goods supplier shall declare such substances before the delivery of products and Goods.

Supplier shall ensure all the compliances / conformity and declarations shall be as per Geographical International standards & the requirement of Purchaser, Purchaser representatives / customers and End Users.

16. Right to Terminate and Cancel

In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate this order in case of breach of any terms and conditions of this order by the Supplier. However, provided that Supplier's breach is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Purchaser.

The Purchaser shall be entitled to terminate this order by giving 7 days' Notice to the Supplier in that behalf, without assigning any reason, therefore. All the obligations undertaken prior to such termination shall survive. After receipt of such a notice, the Supplier shall not process the said products and forthwith hand over all the machines/tools/drawings etc. which are in the Supplier's custody, along with the product processed by the Supplier and remaining the Supplier's custody.

The Purchaser may at any time instruct the Supplier to suspend part or all of the supply and/or services of goods. During suspension the Supplier, without any cost to the Purchaser, shall protect, store and secure such part or all of the work or goods against any deterioration, loss or damage or other losses. All work so stopped shall be resumed by the Supplier based on a schedule to be mutually agreed upon between the Purchaser and the Supplier.

It is further agreed between the parties that breach of this order shall, at the option of the Purchase, constitute breach of the other order /s with the Supplier, which will confer a right on the Purchaser to terminate the other order /s also at the risk and cost of the Supplier.

Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, the Purchaser may terminate the order and/or any purchase orders issued thereunder. In the event of termination, the Purchaser may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

17. Right of Entry

The Purchaser shall have right to enter Supplier place of processing or any other premises at any time, with or without any prior intimation. It has also been agreed upon that in the event of failure on Suppliers part to process the said product as per Purchaser's requirement for whatever reasons, the Supplier shall unconditionally allow the Purchaser to enter the premises for getting the unfinished job completed either by the Purchaser or any other party at Suppliers end.

18. General Conditions

18.1. The Supplier shall use the machines/ tools/ drawings/ specifications etc. provided to the Supplier exclusively for processing the Purchaser's products, and the same shall not be used by the Supplier for any other purpose.

18.2. The machines/tools/raw material etc. provided by the Purchaser to the Supplier shall remain in Supplier's custody as a bailee and the Supplier shall forthwith return the said products/raw materials/machines/tools to the Purchaser on being so called upon by the Purchaser. On being unable to fulfil the contractual obligations envisaged herein, the Supplier shall not dispute the monetary value of the machines/tools/raw material etc. decided by the Purchaser and the Supplier hereby undertake unconditionally and irrevocably on demand without demur to pay the same to the Purchaser. The total amount determined by the Purchaser for the material lying with the Supplier shall be admitted by the Supplier as the dues payable by the Supplier to the Purchaser in terms of money.

18.3 Assignment: This Order shall be binding upon and inure to the benefit of the parties and their successors and assigns. Notwithstanding the foregoing, neither party hereto shall have the right to assign any rights or obligations under this order without the prior written consent of the other PARTY hereto, except that Cenlub Industries Ltd may assign this Agreement in whole or in part and/or its rights and obligations hereunder without the consent of supplier or extend this Order to an AFFILIATE of Cenlub Industries Ltd, or to a third-party successor in interest of all or part of the business to which this Agreement relates, whether as a result of a change of ownership (including by stock purchase, merger or consolidation) and/or as a result of the sale of all or a substantial part of the assets and/or all or a part of the business to which this Order relates and/or in connection with any type of spin-off, (de)merger, consolidation, divestiture, dissolution and any other type of business combination or business reorganization, including, without limitation, the establishment of joint venture companies and/or otherwise.

19. Dispute Resolution

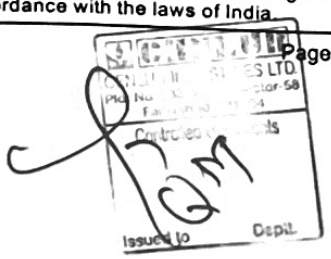
19.1 If any dispute arises between the parties in connection with this agreement, the parties shall endeavour, in good faith, to negotiate and settle such dispute amicably before referring the dispute for arbitration. A senior management representative of each party shall participate during such negotiation for settlement. Each party shall be entitled to terminate these negotiations by sending written notice to the other party within the period of 30 days from the date of commencement of such negotiation.

19.2 If no amicable settlement is arrived between the parties within 30 days from the date of commencement of negotiation for amicable settlement of dispute as stipulated as clause 19.1, the parties shall refer the disputes to mediation facilitated by a mediator. The parties will choose the mediator by agreement. If parties fail to arrive at an agreement to appoint mediator within 30 days from the date of failure of negotiation for amicable settlement or if the mediation fails the parties shall refer the dispute to the arbitration and the same shall be resolved finally in accordance with provisions of the Arbitration and Conciliation Act, 1996 and any modifications thereto and re-enactments thereof from time to time.

19.3 The seat of arbitration shall be Faridabad, India. The language to be used in the arbitration proceeding shall be English. Each party to the arbitration shall be amendable to the jurisdiction of courts within the jurisdiction of which the seat of arbitration is situated for the purposes of compelling compliance with the above arbitration provisions and for the enforcement of arbitration award made by the Arbitrator or Arbitral Tribunal at the time of resolution of disputes referred. The parties to the arbitration shall be governed by the laws in India.

20. Applicable Law and Change In Law

All sums payable by the Purchaser to the Supplier or by the Supplier to the Purchaser under this order shall be due and payable at the Purchaser's office. This order shall be governed by and construed in accordance with the laws of India.



(c) The commencement of any Indian Law, which has not entered into effect until the date of award of contract;
(d) A change in the interpretation or application of any Indian law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Bid/Award of contract; or
(e) Any change in the rates of any of the taxes that have a direct effect on the agreement."

21. Inability to Pay/Insolvency of the Supplier

Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, the Purchaser may terminate the order and/or any purchase orders issued thereunder. In the event of termination, the Purchaser may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

22. Code of Conduct

22.1. The Supplier is obliged to comply with the applicable legal systems in force. In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health & safety of its employees. The Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers. The supplier should practice national and international competition laws and not to participate in price fixing, bid rigging with competitors. The supplier shall avoid conflict of interest that can influence business relationship and use of raw materials.

22.2. The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives. The Supplier shall protect the goods and services provided to the Purchaser' customer or provided to third parties designated by the customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures.

22.3. In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate the order and/or any purchase order issued thereunder in case of breach of these obligations by the Supplier. However, if Supplier's breach of contract is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Purchaser.

23. Reservation Clause

The Purchaser shall not be obligated to fulfil this agreement if such fulfilment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

24. Data Privacy

24.1 In the course of Purchaser's dealings with Supplier, Purchaser may collect personal information of the Supplier, its employees, directors and officers.

24.2 The Purchaser may disclose and transfer personal information of the Supplier, its employees, directors and officers to regulators and to its customers, suppliers, contractors, employees, service providers and affiliated companies. Supplier, its employees, directors and officers may access and seek correction of personal information held by Purchaser about them upon written request.

24.3 The purpose of such data collection, use, disclosure and transfer of such personal information is to enable the Purchaser to comply with the law and to conduct its business including without limitation supply of equipment and services to its customers; processing the purchaser order; making payments; maintaining and analyzing its Supplier's data base; and to perform credit, compliance and other checks.

24.4 Supplier consents to the Purchaser collecting, using, disclosing and transferring such personal information as outlined above.

25 Environment Health and Safety ("EHS") (This clause shall be applicable only to Site Suppliers/Contractors who are supplying the goods and also performing the site services or who are performing the site services only at Purchaser's site or Purchaser's customer site, or both)

25.1 The Supplier shall:
(a) give the highest regard to EHS to avoid any injury to any person and damage to any property;
(b) ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
(c) strive for continuous improvement of its EHS performance;
(d) obtain Purchaser's Corporate EHS Policy, understand and implement the applicable content of this policy;
(e) follow all applicable requirements of Purchaser's Corporate EHS policy;
(f) monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;
(g) ensure that it complies with all applicable EHS laws and any EHS requirements of the Purchaser in force from time to time.
(h) Ensure that in case Purchaser produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan, which Purchaser may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the Works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including personnel, Purchaser's personnel and visitors.

25.2 Specific Requirements for sites:
Without limiting the foregoing, Supplier shall, when working on Purchaser's or project sites:
(a) ensure that hazardous materials, including those it is required to handle, are collected, stored, disposed of or recycled in an environmentally sound manner.
(b) appoint competent and experienced persons at the Purchaser's or its customer's premises, who are trained for fire-fighting, safety in their job and make their training record available to Purchaser immediately upon request and take part in safety discussions regularly arranged by purchaser.
(c) establish and maintain a casualty and emergency response plan to deal with unforeseen events, such as but not limited to fire and explosion and carry out periodic drills with the involvement of its relevant employees;
(d) Prior to starting work, medical fitness of the workmen is considered. Attend and ensure all of its employees and contractors attend site specific safety inductions and discuss and clarify with the Purchaser, its EHS policy and requirements;
(e) ensure that a system of safety work permit is followed, and the requirements contained therein are fulfilled;
(f) ensure all PPE complies with Indian (IS) standards and Purchaser's EHS requirements;
(g) when performing height work, ensure the use of metal scaffold and the provision and use of life line, fall arrestor, full body harness and safety helmet;
(h) ensure safe access and egress to the work area;
(i) before the start of any task and unless released from this obligation by the Purchaser, the supplier will provide details of hazards involved and control measures taken.

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regarding safety:

(j) ensure that necessary Personal Protective Equipment ("PPE") is provided and used appropriately including without limitation safety shoes, helmets, eye and hearing protection together with safety equipment;

(k) The supplier shall ensure that the Personnel make use of the personal safety equipment and that such equipment is maintained in good working order at all times.

(l) ensure that traffic rules are followed at all times when its vehicles are on Purchaser's premises;

(m) display necessary safety signage and barricades at the workplace and

(n) In case of an incident leading to a) the death of any Personnel or b) a severe injury involving more than one day of incapacity of any Personnel or c) more than three workers being brought to hospital, Supplier shall, without undue delay, 1) execute a root cause analysis of the incident, 2) determine appropriate measures to exclude similar incidents in the future, 3) define time periods for the measures to be implemented and 4) provide Purchaser with a written report on the root cause, the measures determined and the time periods defined. Supplier shall also inform the applicable legal authorities. Supplier shall support any additional investigation conducted by the Purchaser.

(o) Ensure that all vehicles used for transportation & material handling equipment are fit for use and have valid certifications. Operators of vehicles and machines have valid licenses, are properly trained & experienced.

(p) Notwithstanding the above, the Supplier acknowledges that the Purchaser may communicate from time to time certain additional or amended requirements with respect to EHS to be met by the Supplier on project sites. The Supplier agrees to comply with such requirements

25.3 Non-Compliance of EHS

(a) The Supplier acknowledges and agrees that the Purchaser places great importance on EHS and has zero tolerance for any non-compliance with the Purchaser's EHS requirements including without limitation any breach of the requirements of this clause.

(b) Necessary deduction and adjustment shall be done as per Annexure (i.e. "SAFETY GUIDELINES FOR CONTRACTORS") attached herewith in case of any non-compliance of EHS provision under this clause or EHS provisions thereafter notified during the continuance of this order.

(c) If the Supplier fails to comply with the Purchaser's EHS requirements as notified or updated from time to time, including breach of this clause 25, the Purchaser may, at its sole discretion, without prejudice to any other rights of the Purchaser, deduct from amounts due/payable to the Supplier under this or any other order /Agreement/Contract for each non-compliance, up to an amount of **2.5%** of the value of the service order/portion.

(d) The Purchaser may regularly evaluate the EHS performance of the Supplier and at its own discretion reward the Supplier for any month in which there are zero violations of the Purchaser's EHS requirements including without limitation zero:

i. fatalities
ii. permanent disablement and
iii. reportable accidents

(e) Supplier shall regularly monitor compliance with statutory and contractual EHS provisions by performing safety tours on the site. In due time before a safety tour, Supplier shall invite Purchaser to participate in the tour. In case Supplier discovers non-compliance with EHS provisions, it shall restore compliance without undue delay

(f) Upon Purchaser's request, Supplier shall grant Purchaser access to all documents related to health and safety connected with the Works.

(g) The rights of the Purchaser under this clause are in addition to all other rights and remedy of the Purchaser.

(h) Without limiting any other rights, the Purchaser may have, the Purchaser may suspend the Supplier immediately or terminate the Agreement for any violation of EHS requirements.

(i) Purchaser reserves the right to bar any Personnel from the site for security, health and safety reasons.

26 Indemnity

26.1 Without limiting any other remedy of the Purchaser, the Supplier shall at its own expense, defend, indemnify and hold harmless the Purchaser its directors, officers, employees, agents and customers from and against any and all loss, cost, expense, damages, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Purchaser resulting from bodily injury, sickness, disease, or death of persons, or damage to property arising out of or in connection with the Supplier's performance of this order including but not limited to:

(i) non-compliance with the Purchaser's EHS requirements;
(ii) negligence or wilful misconduct of the Supplier, its employees, contractors, suppliers or agents;
(iii) defects in the workmanship, materials or design of the goods supplied, services or work performed by the Supplier;
(iv) failure to comply with central, state or local laws; or
(v) breach of this order

26.2 The indemnity in this clause is a continuing indemnity and survives termination or expiration of this order.

26.3 Without limiting the indemnity contained in this clause, if any of the persons employed or engaged by the Supplier or Purchaser's employees for any action and/or inaction of the Supplier, Supplier persons suffers injury, disablement (full or partial) and fatality or become ill while at the Purchaser's premises or on site and requires medical treatment and/or transportation, the Supplier shall pay and indemnify the Purchaser for all costs and liability suffered or incurred by the Purchaser arising out of or in connection with the provision of or arrangement for such medical treatment and/or transportation.

27 Export Control and Foreign Trade Data Regulations

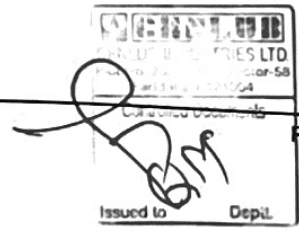
27.1 The Supplier shall mention the AL (Export List Number) and ECCN (Export Control Classification Number) in their bills, as applicable to each material/good supplied by them against the order. This is in line with the US and EU Export Control Laws & Regulations.

27.2 For all Products to be delivered and Services to be provided according to this Agreement Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless Buyer or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

27.3 Supplier shall advise Buyer in writing as early as possible prior to the Delivery Date of any information and data required by Buyer to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide Buyer for each Product and Service -

(a) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and

(b) all applicable export list numbers; and



(c) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and
(d) the country of origin (non-preferential origin); and
(e) upon request of Buyer: Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers)

27.4 In case of any alterations to origin and/or characteristics of the Products and Services and/or to the applicable Foreign Trade Regulations Supplier shall update the Export Control and Foreign Trade Data as early as possible prior to the Delivery Date. Supplier shall be liable for any expenses and/or damage incurred by Buyer due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

28 Tax Compliance

It is to be noted that Supplier are required to discharge all the taxes, cess and duties including but not limited to GST which are charged on an invoice/claimed from The Purchaser and payable to the Government on their respective due dates. Supplier are also required to ensure complete compliance in this regard as per the applicable law in force in India. In the event of any default noticed by The Purchaser in adhering to the aforementioned obligations, either from its own enquiry or from a enquiry from any statutory authority or on account of any disallowance of any input tax credit to The Purchaser, The Purchaser reserves its right to recover or deduct the tax amount so defaulted along with interest and penalty as per the applicable laws, without prejudice to any other remedies available to The Purchaser. Furthermore, the payments will be released to you only after all the relevant documents as required by The Purchaser and the statutory authorities to receive the tax input credit has been duly submitted by Supplier to The Purchaser

29. Cybersecurity Clause

29.1 Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards.

29.2 Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.

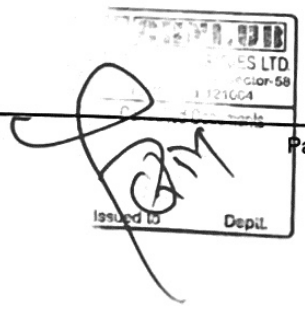
29.3 Should products or services contain software, firmware, or chipsets:
(a) Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards.
(b) Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
(c) Supplier shall provide to Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer;
(d) Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Customer;
(e) Supplier shall provide Customer a contact for all information security related issues (available during business hours).

29.4 Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.

29.5 Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.

Annexure: Safety Guidelines for Contractors

Sr. No.	Type of Violation	Penalty Amt. (INR)
1	**EHS Management – General Points**	
1a	Absence of contractor's execution supervisor while working at work Area and at alltimes for high hazard activities	3000/ occasion
1b	Failure to report and follow up accident (including near miss) reporting system	3000/ occasion
1c	Working without work permit / clearance	3000/ violation
1d	For not using PPE inside plant/ Site / not followingsafety instructions	150/person/ day
1e	Non-display of caution boards, emergency telephone number at work locations	200/day
2	**Work Area Electricity**	
2a	ELCB not installed	1000/day
2b	Inserting of bare wires into the socket	1000/day
2c	Temporary cable connections with poor joints	1000/day
2d	Improper earthing of electrical appliances	1000/day
2e	Unauthorized and direct tapping of electricity	1000/day
2f	Positive isolation not ensured when repairing electrical equipment	1000/day
2g	Laying wire/cables on walkways	500/day
2h	Electrical work without licensed/competent electrician	500/day
2i	Use of improper tools	500/day
2j	Non-use of 24V appliances in confined space	500/day
2k	DBs, panels etc are not iron clad / are not closed tightly	500/day
3	**Gas Cutting**	
3a	Gas Cylinders not stored in upright position.	500/day
3b	Flash back arrester, non-return valve and regulator not present/not in working condition.	1000/day
3c	Fail to store cylinder 6m away from fire prone materials	500/day
3d	Failure to put cylinders in a cylinder trolley.	500/day
3e	Damaged hose.	500/day
3f	Using domestic LPG cylinders	500/day
3g	Failure to use hose clamps	500/day
3h	Fire extinguisher not placed in the vicinity during gas cutting operation	500/day



Sr. No.	Type of Violation	Penalty Amt. (INR)
4	**Welding**	
4a	Improper grounding and return path.	1000/day
4b	Non-availability of main switch control to switch off power to the welding unit.	500/day
4c	Damaged electrode holder	500/day
4d	Damaged welding cable	500/day
4e	Bare openings in the cable.	500/day
4f	Non-availability of separate switch in the transformer	500/day
4g	Usage of reinforcement rod as return conductor	500/day
4h	Fire extinguisher not placed in the vicinity during welding operation	500/day
5	**Lifting Tools & Tackles and Machines**	
5a	Use of lifting tackles, machines without competent person certificate at site	1000/day
5b	Unsafe Rigging practices (Eg; overloading of lifting tools and machines, standing below loads, etc)	1000/day
5c	Pulleys, etc not anchored securely	500/day
5d	Guards not provided on rotating / moving parts	1000/day
5e	Improper use of grinders - Eg; cutting wheels on surface grinders	1000/day
5f	Signalman without reflective jacket	200/day
6	**Occupational Health**	
6a	Non-availability of first-aid box	1000/day
6b	Alcohol and drug abuse in work site	1000/ instance
6c	Non - availability of Doctor / arrangement with Hospital	1000/day
6d	Fail to conduct Medical examination of workers	1000/day
6e	Smoking inside the Plant/ site	200/ instance
6f	Allowing worker to work in environment with excessive noise without PPE	500/day
7	**Housekeeping**	
7a	Gangways, passageways blocked	500/ occasion
7b	Lumber with protruding nails left exposed	500/ occasion
7c	Required dustbins at appropriate places not provided / not cleaned.	500/ occasion
7d	Unused steel scraps lying scattered	500/ occasion

