

1. Scope

- 1.1. The Purchase PO shall constitute the contract ("PO").
- 1.2. The PO shall be in accordance with these Terms and Conditions.
- 1.3. No verbal agreement/s amending the terms of these Terms and Conditions in connection with the PO are valid unless both the Raxio ("Purchaser") and the Supplier duly confirm them in writing.

2. Packing

Goods processed and supplied by the PO must be properly packed and dispatched conforming to special 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.

3. Price

- 3.1. The prices governing the PO shall remain firm unless otherwise agreed to specifically in writing by the Purchaser and shall be inclusive of packing and free delivery at Purchaser's warehouse/godown/works or any place specified in the PO.
- 3.2. For deliveries involving installation, commissioning or services the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Purchaser at the designated place of receipt.
- 3.3. For pricing ex works or ex warehouse 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.

4. Delivery

- 4.1. Delivery time is the essence of the PO and must be strictly adhered to. If the Supplier fails to deliver the goods in time, the Purchaser may, at its sole discretion:
 - (a) treat the PO as cancelled at any time and recover any loss or damage from the Supplier;
 - (b) purchase the goods 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 the PO, but also any other loss or damage the Purchaser may suffer;
 - (c) without prejudice to above provision Purchaser may accept late delivery, subject to a deduction in payment of 1% of the total PO price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 10% of the PO price.
- 4.2. For establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

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 PO should conform to latest International Standards, it should be new, merchantable quality, fit for their intended purpose and should be in line with "Quality Assurance Plan", if any, which must 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 right 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 PO, if so desired by the Purchaser. All rejected material shall be removed by the Supplier at its own costs within 15 days after 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 5% (of the value of rejected materials) per every week of the delay towards storage charges.

7. Product Warranty

- 7.1. The said good/services processed and delivered by the Supplier shall be made 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 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 17 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 PO 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.
- 7.6. If the Supplier provides subsequent performance or repairs, the warranty periods set out in section 17 shall begin to run once again from the date of repair or replacement of the defective goods or services.

8. Invoices

- 8.1. The invoices for supplies must be submitted duly bearing the Supplier's sale tax registration numbers, supported by the required forms as specified in the PO and showing the description of material, quantity, Purchase PO no., HSN Code.
- 8.2. The invoice must be accompanied by the Supplier's challan duty receipted by the Purchaser/consignee. Challan accompanying the goods/services should indicate the Purchase PO no. and date, gate pass number, date and value etc. wherever applicable.

9. Excess Supply

- 9.1. The specific quantity ordered shall not be changed without the Purchaser's written consent. Any loss or damage which the Purchaser may suffer on account of excess/short supply, if any will be to the Supplier's account in full.
- 9.2. Quantum of allowable excess/short supplies shall be agreed in the PO.
- 9.3. However, the Purchaser reserves the right to vary the quantity up to +/-15% of the ordered quantity, without any price implication.

10. Payment

- 10.1. Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per the terms stated in the PO. Payment falls due after the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt of invoices, whichever is later. Invoices should be submitted within 4 days 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 online and/or any claims for deductions are raised on the Supplier.
- 10.2. In case a payment term is not included in the PO, then the standard Purchaser's payment term shall be applied. Raxio's standard payment term is 90 days net from the date of receipt of the invoice.
- 10.3. Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance.

11. Ownership

Save as otherwise provided in the PO, no right, title or interest 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.

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. Trademark/Brand Label/Copyrights/Packing

All Intellectual Property rights, inter alia Trademarks/Brand Names/ Labels or Packing or other rights 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 the PO 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.

14. Secrecy

- 14.1. If for the contractual work/goods/services the Purchaser furnishes the Supplier with any drawings, dies, discs, documents etc. or these are made by the Supplier himself, the same shall be kept strictly confidential by the Supplier and shall be used by it only for the contractual work.
- 14.2. On demand by the Purchaser at any time or on completion of the contractual work, the Purchaser's drawings, dies etc. shall be returned forthwith by the Supplier to the Purchaser. The Supplier shall under no circumstances, allow the drawings, dies, etc. made for the contractual work to be used by a third party. The Supplier shall also not make supplies of the articles made with the help of these drawings, dies, etc. to any party other than the Purchaser.

15. Patents

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 the PO. In addition, all litigation costs, if any, suffered by the Purchaser because of any patent suit shall be reimbursed to the Purchaser by the Supplier forthwith.

16. 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 18 months from the date of completion of final installation & commissioning or 24 months from the date of delivery whichever is earlier. In all such cases the to and from freight and insurance charges will be to the Supplier's account.

17. Non- Performance

- 17.1. The Purchaser reserves the right to cancel the PO or any portion thereof if supplies do not conform to the specifications and/or if deliveries are not made as stipulated. The decision of the Purchaser as to whether the supplies conform to the specifications and, or deliveries are made as stipulated, shall be final and binding on the Supplier.
- 17.2. 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 the PO, but also any other loss or damage the Purchaser may suffer.

18. Duty to Verify Title/Duty to Inform

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

19. 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 the PO in whole or in part and claim damages.

20. Provided Material

- 20.1. 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 POs of the Purchaser only.

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.

- 20.2. 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.

21. Termination

In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate the PO in case of breach of any of these Terms and Conditions by the Supplier. However, provided that Supplier's breach is capable of remedy, Purchaser's right to terminate is subject to the provision 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 the PO by giving 30 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 in 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 the PO shall, at the option of the Purchase, constitute breach of the other PO/s with the Supplier, which will confer a right on the Purchaser to terminate the other PO/s also at the risk and cost of the Supplier.

22. 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 to get the unfinished job completed either by the Purchaser or any other party at Suppliers' end.

23. Other Conditions

- 23.1. 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.

- 23.2. 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.

- 23.3. Adherence to the various provisions under all the statutory legislations in respect of this Agreement including but not limited to the Legal Metrology Act & Rules shall be complied with by the Supplier.

- 23.4. 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 PO, in event of any conflict or otherwise.

24. Dispute Resolution

- 24.1. All disputes arising out of or in connection with the PO, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The parties shall mutually agree and appoint a sole arbitrator. Notwithstanding what is stated above, if the parties cannot mutually agree on arbitrator within 4 (four) weeks from the date of invocation of arbitration, then the Arbitrator shall be appointed in accordance with rule of Arbitration and Conciliation Act 1996. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996, and any modifications thereto and re-enactments thereof. The seat of arbitration shall be based on the country where is located the Purchaser's legal entity issuing the PO. The language to be used in arbitration proceedings shall be English.

25. Applicable Law

All sums payable by the Purchaser to the Supplier or by the Supplier to the Purchaser under the PO shall be due and payable at the Purchaser's office. The PO shall be governed by and construed in accordance with the laws of the country where Purchaser's legal entity issuing the PO is located.

26. 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 PO and/or any purchase POs 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.

27. Service POs

It is agreed by and between the parties that in the event of the job being a service contract, these Terms and Conditions shall be applicable to the same mutatis mutandis. Service level agreements, if applicable, will be as specifically mentioned in the body of the Purchase PO.

28. Code of Conduct

- 28.1. The Supplier is obliged to comply with Purchaser's Code of Conduct.

- 28.2. 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 which directly or indirectly finance

armed groups who violate human rights.

28.3. 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 PO 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.

28.4. In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate the PO and/or any purchase PO issued thereunder in case of breach of these obligations by the Supplier. However, provided that 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.

29. Reservation Clause

Purchaser's obligation to fulfil the PO is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

30. Data Privacy

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

30.2. 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.

30.3. 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 PO; making payments; maintaining and analyzing its vendor data base; and to perform credit, compliance and other checks.

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

31. Anti-Bribery and Anti-Corruption Clause

31.1. Compliance with Laws

31.2. The Supplier shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to:

- African Union Convention on Preventing and Combating Corruption
- United Nations Convention Against Corruption (UNCAC)
- OECD Anti-Bribery Convention
- UK Bribery Act 2010
- U.S. Foreign Corrupt Practices Act (FCPA)

Relevant national laws such as:

- o Nigeria's Corrupt Practices and Other Related

Offences Act

- o South Africa's Prevention and Combating of Corrupt Activities Act
- o Kenya's Bribery Act 2016

31.3. Prohibited Conduct

The Supplier shall not, directly or indirectly, offer, promise, give, request, agree to receive, or accept any bribe, kickback, facilitation payment, or other improper advantage in connection with this Purchase Order.

31.4. Internal Controls

The Supplier shall maintain and enforce adequate anti-bribery policies, training, and reporting mechanisms, including:

- A written anti-bribery policy
- Training for relevant personnel
- Mechanisms for reporting suspected violations
- Due diligence procedures for third parties

31.5. Third Parties

The Supplier shall ensure that any subcontractor, agent, or third party complies with the same anti-bribery obligations. All such engagements must be governed by written contracts containing equivalent anti-bribery provisions.

31.6. Notification and Cooperation

Any request or demand for an undue advantage must be reported immediately. The Supplier shall cooperate fully with any investigation into suspected bribery or corruption.

31.7. Audit Rights

The Buyer may audit the Supplier's compliance with this clause, including access to relevant records and personnel, upon reasonable notice.

31.8. Penalties for Violations

31.9. Contractual Remedies

Any breach of this clause shall be deemed a material breach of the Purchase Order and entitles the Buyer to:

- a. Immediate termination of the Purchase Order without liability
- b. Withholding payments due under the Purchase Order
- c. Recovery of damages, including reputational harm and legal costs

31.10. Financial Penalties

In addition to termination, the Supplier shall be liable for:

- A contractual penalty of up to five times the value of any undue advantage received or offered
- Confiscation of any assets or proceeds derived from the corrupt act
- Indemnification of the Buyer against any fines, penalties, or losses incurred due to the breach

31.11. Legal Consequences

Violations may be reported to relevant authorities. The Supplier may face:

- Criminal prosecution, with penalties including imprisonment and fines under applicable national laws
- Debarment from future contracts or public procurement opportunities
- Reputational damage and public disclosure of the breach

32. 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)

32.1. 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.

32.2. 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 people at the Purchaser’s or its customer’s premises, who are trained for firefighting 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 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 permits is followed and the requirements contained therein are fulfilled;
- (f) Before the start of any task and unless released from this obligation by the Purchaser, the supplier will submit and discuss with Purchaser’s official the method statement and Job Safety Analysis (JSA) in the following format.
- (g) 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;
- (h) when performing height work, ensure the use of metal scaffold and the provision and use of lifeline, fall arrestor, full body harness and safety helmet;
- (i) ensure all PPE complies with Indian (IS) standards and Purchaser’s EHS requirements;
- (j) The supplier shall ensure that the Personnel make use of the personal safety equipment and that such equipment is always maintained in good working PO.
- (k) ensure safe access and egress to the site;
- (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 such that non-compliance shall attract the provisions of clause 32.3 on deductions from the Deposit and the corresponding bonus for zero violations as stated in Clause 32.3.

32.3. 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. Within 14 days of the date of PO, Supplier agrees to pay vide demand draft or unconditional Bank Guarantee made in favor of the Purchaser an amount of 2.5% of the value of the service PO/portion as an EHS Deposit to secure compliance with the EHS

requirements set out in the PO. In case value of the service PO/portion is not defined separately (for cases where there is single PO for goods & services) the Purchaser shall decide the amount for service portion of the PO to which the 2.5% deposit is applicable. The EHS deposit shall be interest free and refundable only after successful completion of the Guarantee Period, subject to 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 the PO.

- 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 32, the Purchaser may, at its sole discretion, without prejudice to any other rights of the Purchaser, deduct from this EHS **Deposit** or any amounts otherwise due/payable to the Supplier under this or any other PO/Agreement/Contract for each non-compliance, up to an amount of **2.5%** of the value of the service PO/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
 by payment to the Supplier of a bonus amount equivalent to 0.5% of the value of the service PO/portion on completion of the PO.
- e. Suppliers 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.

33. Indemnity

33.1 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 the PO 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 the PO.

33.2 The indemnity in this clause is a continuing indemnity and survives termination or expiration of the PO.

33.3 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.

34. Export Control and Foreign Trade Data Regulations

34.1 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 PO. This is in line with the US and EU Export Control Laws & Regulations.

34.2 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.

34.3 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)

34.4 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.

35. General

The clauses mentioned above shall hold good until and unless any clause is amended or replaced in the body of the PO, in which case such amended or replaced clauses shall prevail to the extent of any inconsistency.

This is an electronically generated PO/PO hence does not require a signature. The PO/PO shall be considered as original for all purposes and is duly approved by the authorized signatories whose names are mentioned herein above.

36. Change In Law

Any additional cost or benefit impacting the contract price resulting from a "Change in Law", towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in Law".

"Change in law" means occurrence of any of the following event after submission of bid and during the performance of the contract,

- a) The enactment of any new law;
- b) The repeal, modification or re-enactment of any existing Law;
- c) The commencement of any Law, which has not entered into effect until the date of the contract award;
- d) A change in the interpretation or application of any 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.