

General Terms and Conditions of Purchase of Goods, Equipment, Materials

These General Terms & Conditions of Purchase (“**General Terms/ these Terms**”) shall be incorporated and form an integral part of each purchase order/contract between Praj Engineering and Infra Limited (“**Company**”) and Supplier (“**Supplier**”) for the purchase and supply of specified material(s), equipment(s), machine(s), spare(s), consumables(s) including related services, if any. Unless specifically agreed in writing, any terms and conditions specified by the Supplier whether in writing, by email or any communication such as presentation, quotation, proposal, literature or brochures illustration, reservations regarding timelines, price or exchange rates, notification of objection, including any Supplier’s terms and conditions or otherwise (**Supplier’s Document**) which modify, supplement, or contradict or different from these Terms are expressly rejected by Company and shall not form part of the contract, and shall have no legal or binding effect on the Company. The contract between parties shall be governed exclusively by these Terms and any amendments made in writing and duly authorized by the Company and the Supplier.

Company and Supplier shall collectively be referred to as “**Parties**” and individually as “**Party**” under these General Terms.

1 DEFINITIONS AND INTERPRETATION

1.1 As used in these General Terms, the following terms shall have the meaning assigned to them as mentioned here under:

- a) “Affiliates” means a Person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with another Person which includes subsidiary, holding company, group company.
- b) “Company” shall mean Praj Engineering and Infra Limited, a company incorporated & existing in accordance with the provisions of the Companies Act, 1956/2013 and having its registered office at “Praj Tower” 274 & 275/2, Bhumkar Chowk, Hinjewadi Road, Hinjewadi, Pune 411057, Maharashtra, India..
- c) “Contract” shall mean these Terms together with the Order and all attachments, annexure, appendixes, Specifications, exhibits, technical specification and drawings or related agreement(s)/ document(s) executed between the Parties, including any modifications, amendments, replacements thereto.
- d) “Control” means, in relation to a body corporate, the power of a Person to secure that the affairs of the Body Corporate are conducted in accordance with the wishes of that Person:
 - i) by means of the holding of shares of 50% or more, or the exercise of voting powers, in relation to that or any other Body Corporate; or
 - ii) by virtue of any powers conferred by the constitutional or corporate documents regulating that or any other Body Corporate or any other document;
- e) “Body Corporate” means a company or corporation incorporated under the Companies Act, 2013/1956 or under any previous company law, or any company incorporated outside India under the law of its jurisdiction, having a separate legal identity and perpetual succession, but does not include any entity that the Central Government may, by notification, specify as not being a Body Corporate.
- f) “Person” means any natural individual, company, corporation, partnership, limited liability partnership, trust, association, joint venture, governmental authority, or any other legal or unincorporated entity, whether acting individually or jointly.
- g) “Damage(s)” shall mean any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, fines, including without limitation interest, penalties, reasonable attorneys’ fees, amounts paid in settlement of any claim or litigation, any and all expenses incurred by the Company under these General Terms or Order or Contract whether towards investigating, preparing or defending against any litigation, commenced or threatened, or any claim of the third party /end customer whatsoever or otherwise.
- h) “Defects” shall mean any shortcoming or deficiency or delays or imperfection in the Work or any part thereof that the Supplier has provided, rendering them non-compliant with the Contract or Order or Specifications. This include rejection of Work by the Company and issues like poor workmanship, faulty materials, or failure to adhere to specified designs or standards, non-conformity of the Specifications, error in the Work, defects in title/ownership, breach of instructions of the Company or its Customer, failure to comply with applicable laws/regulations, statutory guidelines, circulars, which may be incurred during the execution of Work and/or during Warranty Period.
- i) “Effective Date” means the date of the Letter of Intent (LOI)/Purchase Order issued by the Company to the Supplier whichever is earlier.
- j) “End Customer” means the final purchaser, client of the Company, or user of the Goods and/or Services, whether an individual, company, or other entity, for whom the Company procures such Goods and/or Services under the Order, and to whom the Company directly or indirectly supplies, delivers, or makes available the same. End Customer may also be referred to as End user.

- k) "Order" shall mean the Purchase Order issued by the Company to Supplier in respect of procurement of goods describing the details of goods and services if any, scope of work assigned to Supplier containing delivery date, quantity and maximum amount payable by Company to the Supplier
- l) "Delivery Location" means the specific address, facility, site, or other place identified in the Order or the Contract to which the Supplier shall deliver the Goods (and perform the Services, if any). Unless otherwise agreed in writing, the Delivery Location shall be the Company's premises as stated in the Order or the Contract. Delivery to any location other than the Delivery Location requires the Company's prior written consent. The Supplier shall bear all costs, risks, and responsibilities associated with delivery of the Work at Delivery Location, including unloading, unless otherwise specified in the Order.
- m) "Specifications" means the portion of the Contract describing scope of the Work, materials, equipment, related services, if any, to be delivered by Supplier under the Contract, including without limitations, the deliverables to be rendered by the Supplier, quality standards, quantity, parameters, dimensions, components, attachments, technical specifications, technical data, order specifications, designs, drawings, document and non-technical requirements, timelines characteristics, standards, performance requirements/testing, and tolerances related to any portion of scope of the Work. Should any conflict occur between the Specifications and any other provision of the Contract, the Specifications shall take precedence only when and to the extent that such application does not result in any way in the dilution or diminution of the rights or benefits of the Company under the Contract.
- n) "Staff" means Supplier's personnel, agents, representatives and employees whether permanent, temporary, contractual, or otherwise engaged for the completion of work.
- o) "Supplier" shall mean the person, proprietor, and partnership, Limited Liability Company, firm, corporation or other entity to whom/which the Order is issued.
- p) "Undisputed Invoice" means an invoice raised by the Supplier towards the performed Work which is accepted by the Company and such invoice is complete, accurate, supported by all required documentation as per the terms of the Contract and accepted by the Company without any written notice to the Supplier for dispute, differences relating to the Work, contract price or other contractual compliance.
- q) "Warranty Period" means the designated period commencing on the date of acceptance of the Work, as specified under clause 12 of the General Terms. During this period, the SUPPLIER warrants that the Work provided under the Contract shall be free from Defects and will conform to the Specifications set out in the Contract. In the event of any Defects within the Warranty Period, the Supplier shall, at no additional cost to the Company, promptly repair, replace, or otherwise remediate such Defects in Work in accordance with the terms of the Contract.
- r) "Work" means in relation to Order and/ or Specifications, supply of any goods, parts, materials, equipment, machinery, article, item, systems, accessories, instruments, consumables, and any other deliverables or obligations that the Supplier is required to provide or perform under the Contract, as specified therein including both the permanent work and the temporary work. This also includes, without limitation, any expendable job supplies, related equipment or tools, transportation, facilities, storage, packaging, inspection and testing as may be necessary for the Supplier to fulfil its obligations under the Contract.

1.2 In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- e) a reference to writing or written includes faxes and e-mails; and
- f) a reference to the singular includes a reference to the plural and vice versa.

2 BASIS OF CONTRACT

2.1 This Contract contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings between the Parties with respect thereto.

2.2 The Order constitutes an offer by the Company to purchase specified material(s), equipment(s), machine(s), spare(s), consumables(s), including related services, if any or engagement of Supplier for completion of Work in accordance with these Conditions.

- 2.3 The Supplier shall be deemed to have accepted the Order and all terms and conditions contained therein upon the earlier of: i) Supplier's written acceptance of Order within 10 calendar days from the date of receipt of Order or ii) commencement of performance of any part of Work by the Supplier, or iii) Supplier's any conduct which recognizes the existence of a contractual relationship in respect of the Order . Any failure by the Supplier to provide written acknowledgment within the aforesaid period shall not affect the validity of the Order, and in such event the Supplier's commencement of performance or omission shall constitute irrevocable and binding acceptance of the Order and the Contract, including all terms and conditions thereof. The Company may withdraw Order any time before Supplier's acceptance to Order.
- 2.4 In the event of a conflict between General Terms, Contract and Order, these General Terms shall control, except to the extent of the parties have executed any special conditions or agreement on mutually agreed terms and conditions.
- 2.5 Reference of the Order or Contract or General Terms in any Supplier's Document shall in no way constitute a modification of any of the Order or Contract.
- 2.6 The Supplier acknowledges and agrees that the Order or Contract or General Terms does not grant the Supplier any exclusive right to perform the Work. The Company shall remain free, at its sole discretion, to procure the Goods, material and /or services from other Suppliers or sources at any time.

3 SCOPE OF WORK

- 3.1 The Supplier shall complete the Work within duration as specified by Company. The Contract shall be valid for the agreed duration as provided under the Order or the Completion of the Work whichever is later. The Company however reserves the right to extend the duration of the Contract for a further period.
- 3.2 The Supplier shall provide Work as per agreed Specifications. It is acknowledged and accepted by the Supplier that, the Work specified may pertain to its Affiliates and the Supplier has no reservations to perform the same as per the terms of these General Terms.
- 3.3 The Supplier shall comply with any performance dates specified in Order.
- 3.4 The Supplier shall assign qualified, competent, skilled and experienced Staff to perform the Work in timely manner without any disruptions or stoppages. In the event of any delays, non -performance by the Supplier, the Company reserves the right to appoint any other agency for the completion of work at the cost and risk of the Supplier .

4 PRICES, PAYMENTS, AND TAXES.

- 4.1 All prices are fixed which includes all taxes and duties such as GST, cess, expenses for packing, storage transportation, insurance, as applicable and covers any addition, deletion and alterations thereto ("**Contract Price**"). The Contract Price and any taxes shall be as specified in the Order. No extra charges of any kind will be allowed unless specifically agreed in writing by the Company.
- 4.2 The Supplier is deemed to have satisfied itself prior to the Effective Date as to the correctness and sufficiency of the Contract Price. In particular;
- a) the Supplier shall be deemed to have received and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Work;
 - b) by signing/accepting this Contract the Supplier accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Work; and
 - c) the Contract Price will not be adjusted to take account of any unforeseen difficulties or costs.
- 4.3 The initial payment installment to the Supplier shall be conditional upon the Supplier submitting an Advance Bank Guarantee in the format prescribed by the Company.
- 4.4 In case the Supplier is registered as a "Micro" or "Small" Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 ("**MSMED Act**") and has provided the Company with a valid Udyam Registration Certificate prior to issuance of the Order, then the Company shall make payment of Undisputed Invoices within 45 (forty-five) days from the date of acceptance of Work by the Company or the date of deemed acceptance. Such acceptance of the Work by the Company shall be subject to submission of all necessary documents, Bank Guarantee, completion of Company's inspection, testing, etc. No interest, charges, or penalties shall accrue during this period.

- 4.5 Income Tax / Withholding Tax as applicable shall be deducted at the time of any payment and necessary certificate for the tax deducted shall be furnished by the Company to the Supplier on a financial year basis.
- 4.6 Any increase in costs incurred during the execution of the Work or delivery of goods shall be borne solely by the Supplier, and no claims for price adjustments shall be entertained under any circumstances.
- 4.7 The Supplier shall be entitled to payment towards Undisputed Invoices for work performed under the terms of Order which shall be subject to a) Company's inspection, testing of contracted Work b) timely submission of applicable documents like statutory returns/ challans, insurance, Advance Bank Guarantee (ABG), Performance Bank Guarantee (PBG) by the Supplier, if any c) submission of Supplier's documents for shipping, insurance, transportation as may be d) receipt of invoice in duplicate along with all necessary supporting documents for status of work, which shall be verified and cleared by the Company.
- 4.8 The Company is not obliged to pay any sum (or interest on such sum) that it disputes in good faith until such sum has been agreed in writing or determined to be properly due to the Supplier. The parties shall jointly discuss and resolve the dispute within 15 days from the date of dispute.
- 4.9 Any reduction in rate of tax on Work or the benefit of input tax credit shall be passed on to the Company in its entirety in accordance with Anti-profiteering clause under GST legislation by way of reduction of price.
- 4.10 The Supplier shall remit the taxes to the government collected from the Company and file all applicable returns within the prescribed due dates.
- 4.11 The Supplier shall mention the taxes collected/charged from the Company in its GSTR-1 and GSTR-3. The Company reserves its rights to pay the tax component in the invoices only to the Supplier, after the Supplier remits the same to the Government and provides sufficient proof of GST amount charged in the invoice is declared in its GST-1 and GST-3 and payment of taxes has been made.
- 4.12 If any input tax credit (ITC) is due to the Company not received, short-received or disallowed for any reason, the Supplier shall promptly reimburse the full shortfall of ITC (including any interest, penalties or fees). Any sums already paid by the Company may be set off against amounts otherwise payable to the Supplier. The Supplier shall, within seven (7) days of the Company's request, furnish all documents and information necessary to enable the Company to claim or rectify ITC.
- 4.13 Subject to above, payment to Supplier shall be made as per the terms of Order and the General Terms The Supplier shall submit any other documents which the Company may request prior to the release of the payments.
- 4.14 In all cases other than those covered under clause 4.4, the Supplier shall grant the Company a credit period of 60 days from the later of (a) the date of acceptance of Work by the Company in accordance with the General Terms, or (b) the date of receipt of a valid and Undisputed Invoice. No interest, charges, or penalties shall accrue during this credit period.
- 4.15 Invoicing and Payment Process for Milestone Based Payment (if applicable):
- a) Upon achievement of work milestone, the Supplier shall invoice the Company for the applicable payment due as per milestone(s) defined. Each Undisputed Invoice shall be submitted to the Company which shall be accompanied by required documents such as (i) written confirmation from the Company as to the achievement of the Work milestone; and (ii) the supporting documents (including delivery challans, inspection reports, and any other documents).
 - b) Company shall verify the Invoice against the goods and services supplied, confirm compliance with contractual requirements, and forward the invoice with their certification to the Company's authorized officer at head office for approval and further processing.
 - c) Any Invoice must be submitted within thirty (30) days of the calendar month to which they pertain. In no instance shall Undisputed Invoice be submitted more than ninety (90) days following the calendar month to which they pertain.
 - d) If any discrepancy, deficiency, or non-compliance is identified, the authorized officer of the Company shall notify the Supplier in writing, specifying the reasons for dispute, difference. Invoices so disputed shall be processed for payment only after the Supplier has rectified the issues to the Company's satisfaction.

- e) Payment shall be processed only on the basis of invoices duly certified and approved by the Company's authorized officer.

4.16 Final Invoicing and Payment Process:

- a) The Supplier shall send the final invoice to the Company after completion of entire Work in all respects which shall include:
 - i) All punch points for the completion of work are completed to the satisfaction of the Company;
 - ii) Work acceptance certificate has been issued by the Company;
 - iii) All obligations of Supplier under the Contract have been fulfilled except obligations related to the Warranty Period.
 - b) All undisputed amounts set forth in the final invoice shall become due and payable to the Supplier ninety (90) days after receipt by the Company of the correct and tax compliant final invoice and accompanied by the following documents;
 - i) Work acceptance certificate issued by the Company.
 - ii) documents and certificates as required by the Company for the payment of the final invoice and the remittance of payment.
 - iii) clearances from the Company in relation to fulfilment of Supplier's obligations
 - iv) any challan, returns, payment receipts related to compliance of statutory provisions including income tax laws, labour laws.
 - v) supporting documents/ declaration related to handover of tools, accessories, key/licenses, access, manuals, design, blue prints and other documentation related to the Work as may be required.
 - c) the Company reserve its right to deduct from final invoice for losses, Damages not deducted in previous payments.
- 4.17 No payments of any amounts or release of any performance security by the Company to Supplier shall be deemed or treated as a waiver of any rights or claims of the Company or shall stop or prevent the Company from thereafter making or enforcing any claims or any rights against Supplier under the Contract, at law or otherwise in relation to the performance of the Work.
- 4.18 If the Supplier fails to comply with any of its obligations under the Contract, including but not limited to compliance with applicable laws, regulations, or reporting requirements for the continuous period of 2 months , the Company may, by written notice, suspend all or part of the payments due until such non-compliance is remedied to the Company's satisfaction or regularize the reporting requirements.
- 4.19 The Company may deduct, adjust, retain, or withhold from any sums payable to the Supplier such amounts as it reasonably determines to be due from the Supplier, including without limitation Damages, or other recoveries arising from or in connection with the Supplier's breach of these Terms or any Order. Such withholding may also cover amounts the Company reasonably anticipates it is likely to incur. Upon final determination of the amount due, the Company shall release to the Supplier any balance remaining after such deduction. The Supplier shall have no entitlement to interest on any amounts withheld or delayed under this Clause.
- 4.20 The Company shall be entitled, at its sole discretion and without prejudice to any other rights or remedies available under the Contract or at law, to set off or apply any amounts payable by it to the Supplier against any amounts due, owing, or reasonably anticipated to become due from the Supplier to the Company, whether arising under these Terms, any related Order, or otherwise. The exercise of such right of set off shall not limit or affect the Company's right to recover any balance due from the Supplier . The Supplier shall not be entitled to claim any interest or other charges in respect of amounts so set off or withheld.
- 4.21 The Supplier shall not sell, assign or otherwise transfer, in whole or in part, any book debts, future anticipated debts or other monies owed to it under the Contract to a third party for the purposes of factoring, invoice discounting or any other form of receivables financing, without the Company's prior written consent.

5 LIQUIDATED DAMAGES

- 5.1 The Supplier acknowledges that, the Work awarded to the Supplier is specifically made for particular business purpose and/or shall form the base and integral part of the project/deliverables agreed with the end customer of the Company.

- 5.2 In case of any delays in the delivery of Work due to acts or omission of the Supplier, the Company will suffer losses, Damages, liabilities, claims, loss of business, opportunity and/or reputation. Therefore, time is of the essence of contract and the Supplier shall strictly complete the Work within period provided under Order/ Contract.
- 5.3 In the event of any delays by the Supplier to adhere finally agreed schedule of delivery of Work, the Company at its discretion reserves the right to impose liquidated damages on the Supplier at the rate of 1.0% of the Contract Price per week delay or any part thereof till the completion of final acceptance of Work, the aggregate liquidated damages shall be limited to 10% of the Contract Price (**Liquidated Damages**).
- 5.4 The aforesaid Liquidated Damages is agreed to be a genuine, fair pre estimate of the loss that the Company will suffer as a result of such breach and is not intended as Penalty but intended to remove the cost, uncertainty and complexity of proving actual loss. The above clause is not in waiver of other rights or remedies available to the Company under contract, law or equity and the Company shall always have the right to claim additional amount as towards consequential loss or Damages on account of such breach.

6 DELIVERY, TITLE AND RISK

- 6.1 The Supplier shall deliver the Goods as per the agreed delivery terms. The Supplier shall bear all costs and risks associated with the Goods until delivery at the agreed delivery location as per the Order.
- 6.2 The Company shall not be liable for any losses arising due to breakage, loss, damage or defect due to non-compliance of any instructions on the part of the Company in the transport and delivery of the Work/goods.
- 6.3 Time is of the essence of contract. The Supplier shall strictly complete the performance of Work within agreed time. Unless otherwise agreed between the Supplier and the Company, any time required for inspection, testing of Work by the Company shall be included under delivery time specified under Order. The Company shall at its sole discretion decide whether or not to receive / accept the Work delayed beyond the delivery period mentioned in the Order.
- 6.4 The Company however may extend the duration of the Contract for a further period without modifications to other terms & conditions. There will be no increase in Contract Price for extended period, unless otherwise agreed upon in writing.
- 6.5 All risk of loss shall remain with the Supplier until goods/Work have actually been received and accepted by the Company at the applicable destination according to the terms and conditions of Order and the Contract. The Supplier shall complete the Work, deliver goods on or before the delivery date specified. Title and risk of loss of in the Work/ goods shall pass to the Company upon notification to the Supplier by the Company for acceptance of the Work/ goods.

7 QUALITY AND INSPECTION

- 7.1 The Supplier shall ensure that the Work shall comply with any and all terms and conditions specified in Order, Contract and shall also meet the Specifications. The delivery of the goods will be complete only after the issue of the necessary acknowledgement or endorsement in writing by the Company.
- 7.2 The Supplier shall ensure that the Work and goods used therein shall be brand new and of good quality, free from any faults and Defects, in conformance with the Contract, and shall at all times be subject to Company's quality assurance plan, inspection before acceptance by the Company. Neither the Company's inspection nor failure to inspect shall relieve the Supplier of any obligations, representations or warranties hereunder. In case of any Defects, the Supplier shall promptly replace same at Supplier's sole expense. No payment for or acceptance of Work by the Company shall constitute a waiver of any of the foregoing nor shall anything herein contained be construed to exclude or limit any of Supplier's warranties implied by law.
- 7.3 Any scope of work which is not specifically mentioned but materially required for the completion of the Work and/or for safe, trouble free, normal operation shall be supplied free of cost to the Company, unless expressly excluded in the Contract.
- 7.4 The Company at any time shall have the right to review, inspect the ongoing activities of the Supplier and review the financial and operational performance of the Supplier to assess its ability to continue to meet its obligations.
- 7.5 In case of the Work/ goods with respect to which the Company is unable to carry out the performance inspection/ trials to confirm whether the Work/ goods shall comply with the requirements of the Order. -*"the Supplier will test it's*

Work/goods at its own factory or premises prior to shipment and procure the dispatch clearance from the Company". On the completion of the performance guarantee runs, in case it is observed that the Work/ goods or any part thereof has not performed as per the Specifications and requirements of the Company, the Supplier shall within 15 days from the receipt of intimation of such Defects commence with the rectification of the Defects and remedy the same within a reasonable period.

8 LIABILITY FOR DEFECTS AND ACCEPTANCE OF THE WORK

- 8.1 The Supplier before final acceptance of Work as per clause 8.3 and/or during Warranty Period, shall be liable for rectifying any Defects and /or re-performing the Work in the event they do not conform to Specifications. The Company shall notify the Supplier of any Defects which appear with respect to the Work. On the receipt of the notice, the Supplier within 15 days shall remedy the Defects or re-perform the Work at its cost and risk without undue delay.
- 8.2 In the event that the Supplier commits any default before final acceptance of Work and/or during Warranty Period including but not limited to i) inaccuracy in Work or ii) breach, default or non-fulfilment of any of the representations, warranties or covenants or iii) voluntarily withdrawal of work or iv) errors, defects in Work, or v) acts or omission in scope of Work, or vi) suspension of work, delays/ default/Deficiency towards its obligations or vii) non-performance of any obligation, and fails to rectify the Defect or deficiency or re-perform Work, within 15 days from the date of written notification by the Company, and such default of the Supplier continues, then the Company shall have the absolute right, without further notice or obligation to the Supplier, to engage or appoint any other Supplier or third party /agency to carry out the necessary remedial work or re-perform the Work, or to take suitable actions. Any Damages, costs, expenses, or liabilities incurred by the Company in this regard shall be solely borne by the Supplier whether such Defects incurred during the execution of Work and/or during Warranty Period, and the Company shall be entitled to recover such amounts from the Supplier without prejudice to any other rights or remedies available under the General Terms or applicable law.
- 8.3 Acceptance of the Work shall be finally completed when: (a) the Supplier has timely completed the performance of the Work including removal of Defects, if any ; and (b) all required testing, inspection, review has been successfully demonstrated by the Supplier to the Company or appointed agency; and (c) the Work complies with applicable law and all of the requirements of Order, Specifications; and (d) the Supplier has provided required tools, accessories, key/licenses, operation and maintenance manuals, drawings/designs and specifications of material, access, manuals, design, blue prints, source code and other documentation, if any related to the Work as may be required.
- 8.4 This clause shall survive termination or expiration of Order to the extent necessary to protect the interest of the Company.

9 REJECTION OF THE WORK/ GOODS

- 9.1 Unless otherwise stipulated or agreed to, the Company is not bound to accept delivery of the Work/ goods in installments and is entitled to treat the Contract as breached if the entire quantity ordered for is not delivered in one installment.
- 9.2 The Company has the right to reject the Work/ goods which do not conform to the Specifications and requirements of the Company contained in the Order or if the bulk does not correspond with the sample, or where the Work/ goods ordered for a specific purpose are not of the quality or are unfit for the purpose for which they are Intended.
- 9.3 Where the Work/ goods are rejected by the Company it shall not be obligatory on the part of the Company to return the Work/ goods to the Supplier. Intimation of rejection is sufficient. It is the sole responsibility of the Supplier to have the Work/ goods re-delivered to it at its cost and risk. In case of any rejection of the Work/ goods due to Defects or defective delivery, the Company shall be entitled to exercise its rights provided under Clause 8 of General terms
- 9.4 Following provisions shall be applicable in case of any rejection of the Work/ goods or defective delivery thereof;
- i) the Supplier shall collect the rejected, damaged, defective or failed goods, material, work from the Company at the Supplier's expense, risk;
 - ii) all sums payable by the Company in relation to the rejected, damaged, defective or failed goods, material, work shall cease to become payable;
 - iii) all sums already paid by the Company in relation to the damaged, defective or failed goods, material, work shall be repaid by the Supplier immediately;

9.5 Where there are shortages in the Work/ goods the following provisions shall apply;

- i) all sums payable by the Company in relation to the missing Work/ goods shall cease to become payable;
- ii) all sums already paid by the Company in relation to the missing Work/ goods shall be repaid by the Supplier immediately;
- iii) the Company shall be entitled to claim Damages from the Supplier for any losses caused to the Company as a result of the shortages.

9.6 Where there is any excess supply of in the Work/ goods the following provisions shall apply;

- i) the Supplier shall collect the excess goods, material, work from the Company at the Supplier's expense, risk;
- ii) no sum shall be due to the Supplier for the excess goods and in the event that sums any paid to the Supplier for the excess Work/ goods, the Supplier shall repay such sums to the Company immediately
- iii) the Company may accept excess Work/ goods by notifying the Supplier of such acceptance and the price of the excess Work/ goods shall be payable to the Supplier

9.7 Nothing in this clause shall prejudice the Company's rights under Clause 8 of General terms.

10 TRANSPORTATION AND PACKAGING:

10.1 The Supplier agrees to supply and deliver the Work/ goods to the Company at its designated or delivery location as informed and to perform the Services, as applicable, on the terms set out in the Order.

10.2 The Supplier shall, at its own expense, pack, load, and deliver the Work/ goods to the delivery location and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions provided by the Company from time to time. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless otherwise agreed to in writing by the Company.

10.3 All shipping containers shall be packed and packaged to:

- i) ensure safe arrival of the Work/ goods to final destination within agreed timelines;
- ii) secure the lowest transportation costs;
- iii) comply with requirements of common carriers;
- iv) meet the Company's written instructions; and
- v) meet the requirements of all applicable laws, ordinances, rules and regulations.

10.4 Each package shall be marked clearly to show the Order number, ship date, and name of consignee and consigner. An itemized packing list shall be included in each shipment.

10.5 The Supplier before commencement of the Work and thereafter shall be solely responsible for ensuring compliance with all statutory requirements relating to transportation of goods, material, equipments, including but not limited to obtaining and furnishing valid road permits, transit permits, waybills, and e-way bills as applicable under the Goods and Services Tax (GST) laws and any other prevailing legislation.

10.6 All consignments must be accompanied by proper and valid documentation, including invoices, delivery challans, e-way bills, and any other documents mandated by law, to ensure smooth transit and delivery without hindrance.

10.7 Any delay, penalty, detention, seizure, or additional cost arising due to the Supplier's failure to provide the necessary permits, e-way bills, or other statutory documents shall be borne entirely by the Supplier.

10.8 The Company reserves the right to withhold payment or recover from the Supplier any losses, penalties, or expenses incurred by the Company due to non-compliance with transportation and statutory requirements.

11 SUPPLIER'S WARRANTY:

11.1 Supplier represents and warrants to the Company that it has full ability, capacity and authority to enter into and perform its obligations under the Contract and that the Work/ goods delivered including repairs/replacement thereto, packaging, labelling and sorting thereof, pursuant to the Contract, will:

- i) be of satisfactory quality, safe and fit for use and shall be manufactured with due care and skill, having quality and fitness for that particular Purpose,

- ii) be free of infringement of property rights of third parties, including without limitation, any patent, trademark, trade name, copyright or right of publicity, or misappropriate any trade secret or violate any license or any other rights
- iii) be free from defects in material and workmanship, be of even kind and quality and run without variation
- iv) be of merchantable quality, performed in a professional, skillful, and diligent manner, consistent with the highest industry standards by using new materials, equipment, tools and components of good quality
- v) be fit for the intended use of the Company, Company's customers and any other intended uses of such goods and shall be new and not refurbished,
- vi) be of grade and performance in conformity with all specifications, blueprints, designs, drawings, samples, models, descriptions, instructions, and other items referred to in the General Terms, Order, Specifications
- vii) have good title in the Work/ goods free from all liens, claims and encumbrances whatsoever. The Company shall be entitled, at any time, to request the Supplier to produce written evidence satisfactory to the Company of the Company's title in the Work/ goods and the absence of any such liens, claims and encumbrances and withhold payment for such Work/ goods pending receipt of such evidence
- viii) conform to the Specifications and requirements of the Order. Neither approval by the Company of the Supplier's design nor acceptance of the Work/ goods shall release or discharge the Supplier from liability for Damages resulting from a breach of Supplier's warranty, and
- ix) have no lien on the Work/goods supplied by it

11.2 The Supplier further represents and warrants to the Company that:

- a) It is a duly organized and validly existing entity under the laws of its jurisdiction of incorporation and has the full corporate power and authority to enter into the Contract and to perform its obligations hereunder.
- b) It possesses the necessary expertise, experience, technical skills, financial strength, qualified personnel, equipment, and resources required for the proper and timely completion of the Work in accordance with the Contract and applicable Laws.
- c) The Supplier holds all licenses, permits, registrations, authorizations, approvals, and consents necessary to perform the entire Work and is, and at all times will remain, in compliance with the terms of such licenses and all applicable laws and regulations.
- d) The Supplier is not insolvent, has not suspended payments, and has not sought relief under any bankruptcy, insolvency, or similar law.
- e) Neither it nor its directors, officers, the Staff has engaged, and shall not engage, in any form of bribery, corruption, facilitation payments, kickbacks, or unlawful inducements in connection with the performance of this Contract.
- f) There are no actions, suits, claims, litigation, arbitration, governmental proceedings, or regulatory investigations pending or, to the Supplier's knowledge, threatened against or affecting the Supplier that would or might reasonably be expected to materially impair or adversely affect its ability to perform its obligations under this Contract.

11.3 The above-mentioned Supplier's representations and warranties are true and correct as of the Effective Date and shall be deemed repeated on each payment milestone. These obligations shall survive the acceptance of the Work and/or the expiry or termination of the Contract and shall remain in effect until the end of the Warranty Period.

12 GUARANTEE, WARRANTY FOR DEFECTS

12.1 The Supplier shall provide a performance guarantee of the Work/ goods supplied by it during Warranty Period i.e. 30 months from the date of supply of the Work/ goods or 24 months from taking over certificate issued by the customer (of the Company) in favour of the Company/deemed takeover or acceptance of Work by the Company, whichever is later.

12.2 The Supplier shall be liable for rectifying any Defects and /or replacing the Work/ goods in the event they do not conform to Specifications, requirements, drawings as provided to the Supplier by the Company. The Company shall notify the Supplier of any Defects which appear with respect to the Work/ goods. On the receipt of the notice, the Supplier shall within a period of 15 days remedy the Defects or replace the Work/ goods at its cost without undue delay.

- 12.3 The Supplier shall either repair the Work/ goods or any part thereof at the place where the Work/ goods are located or at its premises. In the event the Supplier is required to carry out the repairs at its premises, the Supplier shall at its costs and risk transport the Work/ goods to-&-fro from the place the Work/ goods are located to its premises and back. In the event the Work/ goods or any part thereof cannot be repaired, the same shall be replaced by the Supplier without any additional cost or expense.
- 12.4 Where the Work/ goods are repaired or replaced the Supplier warrants those repaired or replaced Work/ goods shall have Warranty for a further period of 24 (twenty-four) months from the date of repair or replacement.
- 12.5 The Supplier shall be responsible, throughout the Warranty Period, for repairing any Defects and/or replacing the Work or goods, in accordance with the additional terms and conditions set forth in Clause 8 of these General Terms.

13 INDEMNITY

- 13.1 The Supplier including its Staff shall indemnify and hold harmless Company and its Affiliates, respective Directors, employees, officers, end customer (**Indemnified Parties**) from and against any and all Damages asserted against, resulting to, imposed upon, or incurred or suffered by Indemnified Parties, as a result of or arising from one or more events under these Terms which includes but not limited to (a) Persistent errors, Damages, Defects, or inaccuracies in the Work including bodily injury (b) any breach, default, or non-fulfilment of the Supplier's representations, warranties, covenants, or obligations under the Contract or General Terms (c) voluntary withdrawal of Work, suspension or default in performance, or delay (beyond Liquidated Damages clause) in completion of obligations (d) any act or omission of the Supplier or its staff constituting gross negligence or wilful misconduct, including damage to Company property, resources, or end-customer assets (e) any breach or violation of the Company's or End-customer's code of conduct, policies, or procedures (f) any claim or action asserted by a third party arising from Deficiencies in the Work or otherwise attributable to the Supplier's performance (g) Supplier's non-compliance with applicable laws, orders, rules, and regulations including data privacy laws, labour laws, migrant labour regulations including any liability arising therefrom.
- 13.2 The Supplier shall be solely responsible for its Staff and the Supplier shall indemnify and keep indemnified the Company against any acts, omissions, claims raised by its Staff employed by it for the performance of its obligations in terms of the Contract.
- 13.3 All indemnities provided by the Supplier to the Company under the Contract shall survive the expiry and termination of the Contract.

14 PATENT AND OTHER INFRINGEMENT

- 14.1 The Supplier shall indemnify and hold harmless Company and its Affiliates, respective Directors, employees, officers, End Customer (**Indemnified Parties**) from and against any and all Damages, by reason of any claim or suit for alleged infringement of any copyright, trademark, patent, trade secret or other intellectual property resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any Work/ goods furnished hereunder, or the performance of any Work hereunder, and shall defend any such claim or suite and pay all costs and expenses incidental thereto; but at its option the Company shall have the right to participate in the defense of any such claim or suit without relieving the Supplier of any obligations here under.
- 14.2 If the Work/ goods supplied or any part thereof, becomes, or in Supplier's reasonable opinion is likely to become, subject to a third party claim that qualifies for infringement of any copyright, trademark, patent, trade secret or other intellectual property, then Supplier shall notify the Company in writing to cease using all or a part of the Work/ goods supplied, and Supplier at its costs shall use its best efforts to provide replacement of Work/ goods supplied or similar substitute Work/ goods supplied that are non-infringing to the Company.

15 LIMITATION OF LIABILITY:

- 15.1 Notwithstanding anything to the contrary, the Company's maximum aggregate liability to the Supplier, whether arising in contract, tort (including negligence), or otherwise, under or in connection with the Order shall not exceed the total basic value of Contract Price.
- 15.2 Other than expressly mentioned in the Contract, neither Party shall under any circumstances or at any time be liable to the other under or in connection with the Contract for any special or indirect loss or Damage or for any consequential loss or Damage, including but not limited to loss of profits, loss of production, reduced production or loss of contracts.

16 LEGAL AND STATUTORY COMPLIANCES

- 16.1 The Work/ goods supplied by the Supplier shall comply with all central, state and local laws, ordinances, codes, rules, regulations or standards applicable to it, and shall furnish to the Company such evidence of compliance as the Company may require at any time and from time to time. The Supplier shall indemnify the Company against all Damages, claims, expenses, losses arising out of Supplier's non-compliance with the above laws, orders, rules, ordinances, codes and regulations.
- 16.2 The Supplier will be responsible for timely compliance of maintaining registers, documents, depositing contributions, paying fees, filing returns as specified under various Acts, Laws, and Legislations applicable to the execution of this Contract including but not limited to, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employee's State Insurance Act, 1948, Contract Labour (Regulation And Abolition) Act, 1970, Workmen's Compensation Act, 1923, Payment of Wages Act 1936, Minimum Wages Act, 1948, Payment of Bonus Act 1965, health and safety regulations and all such other applicable laws or any modifications thereto. It shall be the complete responsibility of the Supplier to apply and maintain all applicable Permits, Approval, License and registrations, including timely payment of applicable cess, contributions, and fees under aforesaid laws/regulations which are related to its business and /or execution of the Work.
- 16.3 Upon completion of Work, the Supplier shall, at its own cost, surrender, close or revoke all temporary permits, approvals, and licenses pertaining to Work. Such closure or revocation shall be carried out in compliance with all applicable laws, rules, and regulations, and documentary evidence of the same shall be furnished to the Company prior to final acceptance of the Works and/or release of any final payment.
- 16.4 The Supplier shall comply with all the statutory requirements applicable in order to fulfill its obligations in terms of the Contract. The Supplier has represented to the Company that it has and shall during the course of execution of the Contract comply with the applicable statutory requirements.
- 16.5 In every case in which any non-compliance of statutory requirements by the Supplier arises or by virtue of the provisions of the aforesaid act or the rules, the Company is obliged to pay any amount, expenses, penalty, cess, taxes, duties, interest due to the Supplier's failure to fulfill its obligations, the Company without prejudice to the rights of Company shall be at liberty to i) withhold from the bills of the Supplier the amount of wages as paid or the amount of expenditure so incurred, and/or ii), to recover such amount or part thereof by deducting it from any sum due by Company to the Supplier whether under the particular contract or otherwise. The decision of Company regarding the amount actually recoverable from the Supplier as stated above shall be final and binding on Supplier.

17 CONFIDENTIALITY

- 17.1 The Supplier acknowledges that it shall have access to or be provided with Confidential Information. The Supplier agrees not to disclose the Confidential Information to third parties except its employees or consultants or representatives who are required to be informed and who have executed confidentiality Contracts with the Supplier to protect the Confidential Information of the Company.
- 17.2 The Supplier or their consultants/ employees/representatives shall neither disclose such data, information, designs, drawings, process know-how, and other such documentation to any other third party nor use it for any other purpose other than its intended use under the Contract without the written permission from Company.
- 17.3 The Supplier shall, prior to granting any Staff access to the Company's Confidential Information, require each of them to execute a written non-disclosure agreement containing at least as restrictive as those herein. The Supplier shall deliver certified copies of all such executed agreements to the Company within five (5) business days of execution and upon request.
- 17.4 Nothing contained in these General Terms shall be construed as granting or confirming any rights of ownership of the Company's Confidential Information or for any invention, discovery or improvement made hereafter, the Company shall exercise any and all rights, title, and interest therein. The Supplier shall not file, without obtaining a prior written consent from Company any patents or otherwise register any intellectual property rights, on inventions using or involving the disclosure of Company's Confidential Information.
- 17.5 The term "**Confidential Information**" shall mean any information disclosed by the Company to the Supplier in any form either written or oral and whether marked as confidential or not. The Confidential Information shall without limitation include all information whether belongs to the Company and/or its Affiliates or customer(s) or vendors,

sample, specifications, standards, drawings, designs (whether registered or otherwise), know-how, processes, proprietary knowledge, patents, patent applications, copyright, copyright applications, trade secrets, details of specifications, drawings, financial information, information relating to procurement requirements, purchasing, manufacturing, customer lists, product plans, product ideas, business strategies, marketing or business plans, financial or personnel matters, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and information regarding third parties, suppliers, vendors, customers, employees, investors or facilities, and all such information and data which is available and held by the Company on trust or as a licensee.

17.6 However, the following shall not be considered Confidential Information: -

- a) that which is in the public domain other than by the Supplier's breach of the Contract.
- b) that which was previously known as established by written records of the recipient party prior to receipt from the other party;
- c) That which was lawfully obtained by the Supplier from a third party under circumstances which caused the Supplier to reasonably believe that such disclosure and use were lawful; and
- d) Which is disclosed to any courts/ tribunals pursuant to legal proceedings, binding orders of statutory authorities.

17.7 The exceptions set forth above shall apply only in the event and to the extent that the Supplier provides to the Company with written documentation or records of the Confidential Information in substantially the same degree of specificity as the disclosure of the Confidential Information is made hereunder.

17.8 In addition to above terms and conditions, Supplier shall enter into non-disclosure agreement (**NDA**) in relation to confidentiality obligations. Such NDA shall be based on the terms of this clause. In case of any conflict between this clause and NDA, the terms of this clause shall prevail.

18 SUSPENSION/TERMINATION

18.1 The Company shall, at its sole discretion, any time during the execution of the Contract, be entitled to suspend / terminate the execution of the Order whether partly or completely. In the event of suspension / termination of the Order, the Parties shall, after mutual discussions, decide the further course of action.

18.2 Without limiting its other rights or remedies, the Company may terminate Order, Contract with immediate effect by providing written notice to the Supplier if:

- a) the Supplier or the Supplier Staff commit any material or persistent breach of these General Terms;
- b) the Supplier fails to commence Work from Effective Date
- c) the Supplier's progress or work is not in conformity with the agreed schedule or contractual milestones
- d) the Supplier fails to or refuses after written warning of the Company to perform its obligations under General Terms or Order;
- e) the Supplier passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- f) the Supplier ceases to carry on its business or substantially the whole of its business; or
- g) the Supplier is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- h) If the Supplier undergoes a change of Control that, in the Company's view which materially impairs the Supplier's performance of its obligations or alters the scope of work under the Order;
- i) if the Supplier sub-contracts the whole or any part of the Work without the consent of the Company.

18.3 Upon termination or expiration of the Order, the Supplier shall be obliged to:

- a) Return all the Confidential Information, Intellectual Property etc. held with the Supplier .
- b) Return all such information which the Supplier and/or its staff has developed while performing its obligation under the Contract.

18.4 Notwithstanding the suspension or termination of the Contract for any reason arising from the acts or omissions of the Supplier, the Company shall retain the right to exercise its entitlements under Clause 8 and 13, as well as any other rights available to it under the Contract.

19 INSURANCE BY SUPPLIER

19.1 From the Effective Date until completion of entire Work, the Supplier at its cost shall arrange with reputable and substantial insurers to comprehensively cover the full value of the respective interests of Company, the Supplier and his employees towards;

- (a) Health and accident insurance which complies with the laws for the time being in force.
- (b) Plant & Machinery of the Supplier being used for the execution of the Contract.
- (c) any liability arising out of professional, public or product Liability
- (d) transit insurance of the Equipments / material transported up-to the destination of delivery.
- (e) damage or death or personal injury
- (f) Workers' Compensation / ESI coverage any other insurance as may be required under applicable laws/ regulations.

19.2 Supplier shall provide a copy of the respective insurance policies within 15 days from the Effective Date.

20 FORCE MAJEURE

20.1 Neither Party shall be responsible for delay or default in the performance of its obligations due to contingencies or unforeseeable, unavoidable, events beyond its control such as terrorist act, riot, and/or insurrection fire, flood, civil commotion, earthquake, war, strikes, lockouts, terrorism, civil unrest, earthquakes, storms, fires, pandemic, epidemic, any events at the End Customer's site adversely affecting its project/business which is unforeseeable, beyond the Company's control (**Force Majeure**). If either Party is prevented by such Force Majeure from performing its obligations under the Contract, such Party shall promptly notify the other Party of that effect. In the event such Force Majeure has continued to exist for a period exceeding three weeks at a stretch either Party may mutually decide the future course of action to be taken. In case of termination due to Force Majeure final status shall be mutually settled giving due regards to completed responsibilities of both the Parties at the time of such premature termination.

20.2 For the avoidance of doubt, economic hardship, labour disputes, Cyberattacks, IT failures, non-compliance of laws/ regulations, events affecting a sub-supplier or Sub-Contractor of the Supplier shall not be considered a Force Majeure Event.

20.3 If the Supplier incurs extra costs because of the Force Majeure Event such costs will be borne solely by the Supplier.

21 SUB-CONTRACTING

21.1 Subject to Clause 18.2 and except where expressly stated otherwise in the Contract, the Supplier may use Sub-Contractors for the performance of whole or any part of the Works which shall be subject to the prior written consent of the Company.

21.2 Any sub-contracting shall not relieve the Supplier from its obligations and responsibilities under the Contract. In addition, the Supplier shall ensure compliance by each Sub-Contractor with the terms and conditions of the Contract. However, the Company shall support the Supplier for any such compliances if, and when required by law.

21.3 Each act or omission of each Sub-Contractor will, for the purpose of these Terms, be deemed to be the act or omission of the Supplier.

21.4 The Supplier shall enter into a written agreement with each Sub-Contractor and will provide copies of the same to the Company upon request. Any sub-contract of an obligation of the Supplier must impose at least the same obligations on the Sub-Contractor as are imposed on the Supplier under the Contract in respect of the sub-contracted obligation.

21.5 The Supplier shall only make use of Sub-Contractors who have appropriate insurance arrangements and levels of cover in force (having regard to the requirements as provided under these Terms and to the extent, scope and nature of the obligations being sub-contracted).

21.6 The Supplier must ensure there is no disruption in the Work when Sub-Contractors are appointed, changed or their contracts are terminated or varied.

- 21.7 The Supplier shall, at the Company's request, further document a Sub-Contractor's ability to supply and perform as required under the relevant sub-contract and the Contract.
- 21.8 If the Company is not satisfied with the performance of any Sub-Contractor then it will report its dissatisfaction to the Supplier who will promptly ensure that the Sub-Contractor in question rectifies any problems or failings or will replace that Sub-Contractor.
- 21.9 If the Company considers that any Sub-Contractor should be replaced then, following discussions between the Parties, the Supplier will, if the problems cannot otherwise be resolved within a reasonable time frame, terminate the sub-contract in question and will (at no additional cost to the Company) either perform the sub-contracted obligations itself or, subject to provisions of this clause, appoint a replacement. In any event, the Company can require a Sub-Contractor to be immediately replaced if that Sub-Contractor breaches any of the provisions of the Contract relating to health and safety or compliance of Applicable Laws.

22 CHANGE ORDER

- 22.1 The Company may, at any time by written notice, make changes altering, adding to, or reducing the scope of the Work, or changing the Specifications, packing and shipping instructions, time and/or place of delivery, quantities, sequencing, or accelerating Work under the Order (“**Change Order**”).
- 22.2 Such changes shall be initiated by written Order of the Company and the Supplier shall submit the proposed cost or credit to the Company for any changes in the Work within five (5) working days after receipt of the written order. In the absence of any response or confirmation from the Supplier, the Change Order shall, forthwith upon issuance, be deemed valid, effective, and binding on the Supplier. No change to the cost or schedule of the Work shall be binding upon the Company unless approved in writing by the Company. The Supplier shall be paid for any additional Work by an amount to be determined, at the Company's option.
- 22.3 Change Orders agreed to by the parties shall constitute a full & final settlement and accord and satisfaction of all effects of the change as described in the Change Order and shall be deemed to compensate the supplier fully for such change.

23 RELATIONSHIP

- 23.1 The Supplier is engaged as an independent contractor, and nothing in this Contract shall create or be deemed to create a joint venture or partnership or the relationship of principal and agent or employer and employee between the Parties herein.
- 23.2 Under no circumstances shall the Supplier's personnel be deemed employees, representatives entitled to receive any salary, allowance, benefit, or other emoluments as provided by the Company to its own employees.
- 23.3 The Supplier's personnel are, and shall remain, under the sole employment, direction, and control of the Supplier, which shall be solely responsible for their wages, benefits, statutory contributions, insurance, discipline, and all other obligations as an employer.
- 23.4 The Supplier and/or its employees, representatives shall not be entitled to, by act, word, deed or otherwise make any statement on behalf of the Company or in any manner bind the Company or hold out or represent that the Supplier is representing or acting as an agent of the Company.

24 DATA PROTECTION AND PRIVACY

- 24.1 The Supplier shall comply with all applicable data protection and privacy laws, including the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023 (as applicable and as amended from time to time).
- 24.2 The Supplier shall:
- a) process personal data solely for the purpose of performing its obligations under the Contract;
 - b) implement appropriate technical and organizational security measures to protect data against unauthorized access, disclosure, alteration, or destruction;
 - c) ensure that access to such data is restricted to authorized personnel on a need-to-know basis.
- 24.3 The Supplier shall notify the Company and relevant statutory authorities within 24 hours of becoming aware of any actual or suspected data breach affecting Company data and/or End Customer data.

- 24.4 The Supplier shall not, without the prior written consent of the Company, directly or indirectly transfer, store, process, or otherwise handle any data outside India or disclose such data to any third party.
- 24.5 The Supplier shall, at all times, comply with all applicable laws, regulations, rules, and governmental requirements relating to data protection, privacy, and information security, as may be in force and as amended, re-enacted, or replaced from time to time.
- 24.6 This clause shall survive termination or expiration of Order to the extent necessary to protect the interest of the Company.

25 ARBITRATION

- 25.1 If any claim, dispute or difference shall arise between the Parties hereto arising out of and /or relating to and/or concerning and / or in connection with the Contract, the same shall be referred to arbitration to Sole Arbitrator jointly appointed by both Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any re-enactment thereof. The venue of such arbitration shall be Pune, and the arbitration shall be conducted in English language. The award of the Arbitrator shall be final and binding on the parties. The Supplier shall continue to provide agreed Work, except insofar as the same directly related to the matters in dispute differences or claims.

26 GOVERNING LAW AND JURISDICTION

- 26.1 The Contract, shall be interpreted, construed and governed by the laws of India and subject to Arbitration the courts in Pune shall have exclusive jurisdiction.

27 OTHER TERMS AND CONDITIONS:

- 27.1 The Supplier shall not be entitled to assign or transfer its rights and obligations under General Terms to third parties.
- 27.2 If any provision of the Contract is held by any court or other competent authority to be null and void or unenforceable in whole or in part, the General Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision unless any provision so declared as null and void should be deemed so essential that the contract cannot stand without it.
- 27.3 Any notice or other information required or authorised by the General Terms to be given by either Party to the other may be given by registered post or facsimile transmission provided a copy of the same is sent by registered post subsequently to the other Party at the address intimated by the Parties.
- 27.4 All remedies of either Party under the General Terms whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- 27.5 The Supplier shall not have a lien on the Work delivered or under progress under the Contract.
- 27.6 These General Terms may only be amended or modified by an instrument in writing of equal formality, signed by the duly authorised representatives of the respective Parties herein except that the annexure hereto, can be updated at regular intervals by written letter from one Party to the other and duly acknowledged by both Parties' representatives.
- 27.7 The rights and remedies of the Company under the Contract are in addition to, and not exclusive of, any rights or remedies at law.
- 27.8 No relaxation, forbearance, delay or failure of Company to exercise any right or remedy available to it hereunder shall constitute a waiver of it or them and any of Company's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to Company to the effect that such rights are cumulative and not exclusive of each other.
- 27.9 The Supplier shall not refer to the Order, General Terms or reference the Company, its subsidiaries and affiliates, directly or indirectly, in its advertising or promotional materials or in any form of so called "social media" without the Company's prior express written consent.

- 27.10 The Supplier agrees to maintain and regularly update a Business Continuity Plan that ensures the continuation of services in the event of disruption or difficulties. The Supplier shall provide a copy of the plan to the Company upon request and adhere to the same.
- 27.11 The Supplier shall comply with all requirements of the Company's Code of Conduct and any governmental regulatory policies, notifications codes of conduct applicable to the Work, from time to time.
- 27.12 The Supplier shall at all times comply with the Prevention of Corruption Act, 1988 (India), the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act, and all other applicable anti-bribery and anti-corruption laws and regulations in any jurisdiction relevant to the performance of this Contract. The Supplier shall not, directly or indirectly, offer, promise, give, request, or accept any undue advantage, bribe, facilitation payment, or improper benefit of any kind to or from any Person.
