

## GENERAL TERMS AND CONDITIONS OF PURCHASE

This Purchase Order constitutes VIJAY COPOLYMERS's ("Purchaser") offer to purchase from Supplier those materials, products and equipment ("Products"), as well as those services ("Services"), set forth in this Purchase Order. "Supplier" shall mean the entity set out in the Purchase Order supplying the Products or Services.

This Purchase Order also includes all Deliverables. "Deliverables" means all items in tangible and intangible form, including inventions, discoveries, works of authorship, programs, derivative works, source code, object code, ideas, techniques, methods, processes, information, data, documentation, and materials, that Supplier and/or its employees /agents create, prepare or deliver, or otherwise produce, conceive, make, propose or develop as a result of this Purchase Order in the context of rendering the Services.

Any Special Conditions mentioned in the Purchase Order shall be read in conjunction with these General Terms and Conditions and all other documents forming part of this Purchase Order. In case of any inconsistencies between the contract documents, the following order of priority will apply:

- (i) Any definitive agreement between the parties covering the Products and Services (if such an agreement exists);
- (ii) Special Conditions, under this Purchase Order; and
- (iii) These General Terms and Conditions.

The Supplier shall be deemed to have carefully examined all the documents, including this Purchase Order to its entire satisfaction. Products and Services supplied against this Purchase Order should strictly adhere to the Purchaser's approved specifications.

Prices: Prices mentioned in this Purchase Order are firm prices and cover the entire scope of Products and / or Services. The prices will not be subjected to any escalation or variation on account of any reason whatsoever, unless specifically agreed in writing in the definitive agreement/ Special Conditions.

Acceptance of Order: Any of the following conditions shall constitute acceptance of the Purchase Order:

- (i) Supplier making, signing, or delivering to Purchasers any letter, form, e-mail or other writing or instrument acknowledging acceptance;
- (ii) any performance by Supplier under the Purchase Order; or
- (iii) in case the acknowledgement is not received within five (5) days of the Purchase Order date, the Purchase Order shall be deemed to be accepted by the Supplier.

With the Supplier's acceptance of provisions of this Purchase Order, the Supplier excludes any of the Supplier's terms and conditions of sale or any other document issued by Supplier in connection with the Purchase Orders. Once the Purchase Order has been accepted, it cannot be amended or cancelled by the Supplier without the Purchaser's written consent.

Validity: This Purchase Order will be valid for the time period mentioned in the Special Conditions and if no such time period is set out, then, it shall be valid until

the exhaustion of the entire order quantity or on the completion of providing the Services as stipulated in the Purchase Order.



**Delivery:** Delivery of the Products or Services shall be as per the schedule stipulated in this Purchase Order or intimated separately and no change or variation therein shall be permitted unless the Purchaser's prior concurrence in writing has been obtained. Products shall be dispatched and delivered strictly as stated in this Purchase Order and the delivery of the Products shall be accepted at Purchaser's respective stores on Purchaser's factory, site or warehouse on specified working days during working hours, unless otherwise intimated.

The title of the Products shall pass from the Supplier to the Purchaser based on the INCOTERMS mentioned in the Purchase Order and if no INCOTERM has been mentioned, then, upon acceptance of the Products.

**Approvals:** Where required by the Purchaser, the designs and drawings of the Products will be subject to written approval from the end client of the Purchaser ("End Customer") based on the guidelines (if any) set out in the Special Conditions. A failure to obtain approval under this section, will deem to be a nonacceptance of the relevant designs and drawings of the Products. The Supplier agrees to submit a detailed quality assurance procedure to be followed by the Supplier for the execution of this Purchase Order within seven (7) days of receipt of the Purchase Order. This plan must be approved by the Purchaser or the End Customer (as required).

**Inspection:** The Supplier agrees that where required by the Purchaser, the Supplier will permit the End Customer, Purchaser's consultant or a 3rd party inspection agency to carry out a pre-dispatch inspection of the Products. The Supplier acknowledges that an inspection call will need to be raised in such cases along with the routine test and type test certificates. In case the inspection is not successfully completed due to the Supplier's fault, in addition to the costs of the inspection any additional fee as set out in the Special Conditions will also be borne by the Supplier.

The Purchaser shall be at a liberty to visit the Supplier's site during normal working hours with prior intimation to inspect and examine the Products or Services.

The Supplier shall not dispatch the Products till the Supplier receives dispatch clearance along with dispatch details from the Purchaser in writing. The inspection will be carried out as per the Quality Assurance Procedures or any other relevant standards.

**Packing:** Products processed and supplied against this Purchase Order must be properly packed and dispatched, with proper transit worthy packing, covered by leak proof tarpaulin during transport, irrespective of weather conditions, and should conform to any additional instructions if given by the Purchaser for safe transport by road/rail/air/water to the specified destination. In case of containerized cargo, the Supplier will ensure that the container is thoroughly checked for any damages, including any leakages before the Products are loaded into such containers. For certain Products, as may be notified by the Purchaser, the Supplier shall submit details of packing and the transportation plan to the Purchaser for confirmation prior to shipment. In the event of any damage to the Products during transportation or storage, due to poor packing by the Supplier, the Supplier will be held liable to make good the loss or damage caused to the Products supplied.

**Quality of Products/ Services:** In addition to all conditions and warranties implied by law, the Products and / or Services shall conform to the descriptions and specifications herein provided, shall be of good material and workmanship, merchantable, adapted for the purpose for which they are intended and free from any defects and that their sale or use does not infringe any third party intellectual property. The Purchaser shall, in the

event otherwise, at its own discretion will have a right to proceed with remedies as set out under this Purchase Order.

Excess Supply: The specific quantities 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, will be to the Supplier's account in entirety. However, the Purchaser reserves the right to vary the quantity up to the amount set out in the Special Conditions or if no amount is set out then, +/- 10 % of the ordered quantity, without any price escalation per unit.

Payments: The payment terms will be as per the terms set out in the Special Conditions. Supplier will be entitled to payment, only:

- (i) on delivery of the Products or Services as per the terms of this Purchase Order; and
- (ii) once all relevant original documents as set out in the Special Conditions have been delivered to the Purchaser's designated office.

The Supplier agrees that:

- (i) any monetary loss to the Purchaser due to a delay in tax payment by Supplier will solely be at the Supplier's cost; and
- (ii) any Tax Invoice received from Supplier without stating the order reference or giving incorrect order reference or item codes will be refused payment and / or delayed for payment by the Purchaser.

GST Compliance, AR -1 Bills of Entry, Lorry Receipts: Supplier undertakes to comply with the GST law completely and among other compliances as set forth by GST law as amended from time to time, the Supplier shall ensure the following:

- (i) All Products must be accompanied by valid Tax Invoices, in original;
- (ii) correct delivery address must be specified in the Purchase Order and captured on all Tax Invoices issued by the Supplier;
- (iii) correct GST registration number must be provided by the Supplier for incorporation in the Purchase Order with reference to the place from where Supplier is liable to issue Tax invoice for supply of Products and /or Services;
- (iv) all Tax Invoices issued by Supplier must accompany necessary supporting documents as specified under the GST law and all Tax Invoices must be in accordance with invoicing instructions set forth in the Purchase Order to enable the Purchaser to avail the input tax credit of the GST amount paid by Supplier to the appropriate Government Authority, in a timely manner;
- (v) Supplier also undertakes to discharge Supplier liability for the GST amount with respect to supply of the Products and/or Services supplied by the Supplier pursuant to the Purchase Order, in accordance with the GST law where the GST law obligates Supplier to pay and discharge such liability as a Registered Taxable Entity;
- (vi) Supplier must provide the Purchaser with the 'receipt voucher' as required under the GST law for payment made in advance (if any) by the Supplier from or on the Purchaser's behalf;
- (vii) Supplier must provide the Purchaser with the 'refund voucher' as required under the GST law for payment made in advance (if any), refunded by the Supplier to the Purchaser along with any GST charge in the event the Purchaser has terminated the Purchase Order and /or the Purchaser has rejected the Products and / or Services for any reason set forth in the Purchase Order;

(viii) Supplier must ensure that the correct GST registration numbers of Supplier and the Purchaser are provided on all invoices issued by Supplier and are uploaded as specified in all applicable returns to be filed by Supplier in the prescribed formats under the GST law;

(ix) Supplier must ensure that the due process of credit note as prescribed under the GST law is followed in all cases of shortages in receipt of the Products, deficiencies in supply of Products and /or Services, irrespective of whether any shortages or deficiencies are attributable to Supplier or not, such that no loss is caused to the Purchaser on account of denial of any input tax credit and no liability is imposed on Purchaser for any interest or penalties imposed on the Supplier. Such credit note will also be required for processing timely payment against Supplier's Tax Invoice; and

(x) Supplier must provide the correct HSN code for each line item in all Invoices. The Supplier's HSN code should match the HSN code mentioned for the Products or Services in the Purchase Order.

Supplier shall in good faith work out and promptly disclose to Purchaser no later than fifteen (15) days from the date of this Purchase Order the cumulative total savings derived by Supplier as a result of reduction in the rate of tax or any benefit of input tax credit due to implementation of GST law and pass on all such savings to the Purchaser in the form of reduction in prices or unit rates of the Products and/or Services. If Supplier fails to pass on such benefit to Purchaser, then the Purchaser shall in good faith re-negotiate the prices or unit rates of the Products to be delivered under this Purchase Order.

Where the Purchaser provides any material to the Supplier on free issue or as part of the job work for incorporation into the Products or Services, the Supplier;

(i) shall not consume or incorporate material in excess of the consumption norms or limits;

(ii) must ensure the Purchaser's material in the Supplier's custody is not lost or damaged due to theft or for any other reasons; and

(iii) the Supplier will ensure that such material is processed and returned to the Purchaser within the time period agreed upon by the parties. In no circumstances will the Supplier retain such material and / or processing scrap for a period exceeding one (1) year.

In the event such material is damaged, lost, consumed in excess or not returned to the Purchaser within the agreed time period, the Purchaser shall be entitled to claim damages by issuing an invoice to the Supplier and pay and discharge the applicable GST on such damages. Supplier shall promptly make the payment to Purchaser of such invoice, including the GST amount invoiced by Purchaser. If the Purchaser has inadvertently reimbursed the GST amount to the Supplier for which the Purchaser is denied input tax credit due to reasons attributable to the Supplier, then, the Purchaser shall be entitled to, at its discretion, adjust or off-set such an amount from the amounts owed by the Purchaser to the Supplier, and / or the Purchaser may recover from the Supplier such loss of input tax credit with the applicable penalty as per GST law. If the compliance rating prescribed under the GST law of the Supplier falls below the limit set out in the law for any reason

whatsoever, the Purchaser shall have a right to cancel the order and review the continuity of doing business with the Supplier.

The Supplier shall:

(i) forward the Supplier Tax invoice in original, to the Purchaser's Corporate / Division Accounts Department and the duplicate must be sent along with the Products to the transporter; and

(ii) send all Product Consignment Notes, Lorry Receipts and transporters Way Bills, directly to the Purchaser's purchase office / specified stores and not to any other Plant / Department / Office unless specified in writing

failing which the Supplier shall be held responsible for the delay, loss or demurrage arising therefrom.

The Supplier agrees to indemnify and hold Purchaser harmless from and against any and all;

(i) claims, suits and actions which are brought against the Purchaser; and

(ii) all Losses (including any loss of input tax credit, payment of interest, or imposition of penalties) incurred by the Purchaser, for or relating to the Supplier's non-compliance of the requirements under the GST law.

Set off: The Purchaser shall be entitled to recover and / or deduct monies from the amounts payable to the Supplier in respect of this Purchase Order from outstanding bills or claims for any payment due by Purchaser to Supplier in respect of any loss or damage caused by the Supplier on account of failure to supply the

Products or Services under this Purchase Order or on any loss sustained by the Purchaser due to any breach of the terms and conditions of this Purchase Order or any other Purchase Order between the Purchaser and the Supplier.

Change Orders: Purchaser may, from time to time, initiate changes by issuing to Supplier written notices (each, a "Change Order") that alter, add to, or deduct from the Products or the Services which are to be supplied under the Purchase Order, but that are otherwise subject to the terms of this Purchase Order. Supplier will promptly comply with the terms of any Change Order and give due intimation thereof within seven (7) days from the receipt of any Change Order.

Late Delivery: Supplier undertakes to deliver the Products and Services within the timelines as specified in the Purchase Order. In cases where the Supplier fails to deliver within the said timelines, the Supplier undertakes to pay to Purchaser liquidated damages at a rate mentioned in the Special Conditions, and if nothing is mentioned therein, then, up to a maximum of 10% of the said price calculated on a pro rata basis, within twenty (20) business days of such direction. Parties hereby agree and undertake that the said amount shall be compensation in form of liquidated damages that would be caused to the Purchaser as a result of delayed delivery and shall under no circumstances be construed as a penalty of any kind on Supplier. The said remedy is in addition to any other remedy as agreed under this

Purchase Order or available under law.

Rejection/Removal of Rejected Products and Replacement: (i) The Purchaser reserves the right to reject the Products including on account of manufacturing defects, including but not limited to wrong supply, and claim compensation from the Supplier.

(ii) Purchaser's weighment of Products supplied by Supplier will be final and binding. Significant weight variations, if any, will be settled at Purchaser's discretion and will be considered at the time of payments.

(iii) Products received at Purchaser's stores or any other receiving department shall be deemed to have been accepted by the Purchaser subject to the Purchaser's subsequent inspection, verification or rejection and reserving rights to reject the Products found defective which shall be replaced by Supplier free of cost, failing which the Purchaser shall have authority to deduct the cost of the rejected material from Supplier pending or future bills (including all taxes/levies etc.).

(iv) Purchaser will have the right to withhold payment for Products that are not in conformity with specifications irrespective of the fact that title therein has been passed on to Purchaser.

(v) In effecting delivery of heavy materials, (packages weighing over 200 kgs.) such material shall be so loaded in the trucks as to make the material easily removable and allow use of forklift truck by opening side planks.

(vi) Supplier shall ensure to collect the rejected Products from the Purchaser's premises as set forth in the Purchase Order well within the prescribed time with a clear understanding that in the event of any delay in taking delivery of the rejected Products, Supplier shall be solely responsible for any GST noncompliance. Supplier shall remove at its own cost the rejected Products from the Purchaser's office or wherever such Products are located. The Supplier will be required to pay the Purchaser's reasonable storage charges for

storing such rejected Products for a period exceeding seven (7) days. The Purchaser shall not, in any way, be responsible or held liable for any loss or deterioration of such rejected Products and such Products shall be entirely at Supplier's risk.

(vii) The Supplier shall send a representative to the Purchaser's or the End Customer's site to remedy any issues with the Products and also for any testing or commissioning of the Products and any related costs shall be incurred by the Supplier. If the Purchaser requires replacement of the Products supplied under any Purchase Order; Supplier shall promptly replace all such nonconforming Products. If Supplier fails to timely deliver replacement Products, Purchaser may replace them with Products from a third party at risk and expenses and charge the Supplier the entire cost, including any related costs thereof and may terminate this Purchase Order.

(viii) Any inspection or other action by the Purchaser shall not affect the Supplier's obligations under the Purchase Order, and the Purchaser shall have the right to further inspection after Supplier takes remedial action.

(ix) The Supplier will ensure that any relevant training, necessary equipment, tools and tackles, shall be arranged by the Supplier as required for the relevant Products or specified by the Purchaser from time to time.

**Rejection/Removal of Rejected Services and Rectification:** The Purchaser reserves the right to reject the Services in case the Services do not meet the quality standards as set out in this Purchase Order or stipulated in any other documents.

Purchaser will have the right to withhold payment for Services that are not in conformity with the specifications irrespective of the fact that these Services have been performed by the Supplier.

The Supplier shall send a representative to the Purchaser's or the End Customer's site to remedy any issues with the Services and also any related costs shall be incurred by the Supplier. If the Purchaser requires the Services to be rectified under any Purchase Order; Supplier shall promptly carry out such services, at no additional costs. If Supplier fails to timely rectify the Services, Purchaser may replace them with Services from a third party at risk and expenses and charge the Supplier the entire cost, including any related costs thereof and may terminate this Purchase Order.

**Representations and Warranties:** (i) Supplier represents and warrants that it has all the powers, authority, rights and license, to provide the Products, Services & Deliverables covered under this Purchase Order. The Supplier shall ensure that Purchase Orders are accepted by a duly authorized person to bind the Supplier. The Purchaser shall not be responsible to independently verify such authorization.

(ii) Supplier warrants to the Purchaser, that all Products and Services supplied under the Purchase Orders are:

- (a) new and free from any defects in workmanship, material and design;
- (b) conform to applicable specifications;
- (c) fit for their intended purpose and operate as intended;
- (d) free and clear of all liens, security interests or other encumbrances;
- (e) not infringing or misappropriating any third party's intellectual property rights; and
- (f) not containing any third-party software without the Purchaser's prior information.

(iii) These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and are in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance. If Purchaser gives Supplier a



notice of noncompliance, Supplier shall, at its own cost and expense, promptly replace or repair the nonconforming Products or re-perform the Services subject to the conditions of this Purchase Order.

(iv) Supplier warrants quality performance and guarantee of the Products/Services/Deliverables and that the Products or Deliverables to be supplied would be of first grade quality and shall conform to specifications and shall be suitable for the purpose for which it is to be used and fit for Purchaser's requirements.

(v) Supplier undertakes to carry out repairs and replacement, at its own expenses, in case the Products/Services/Deliverables supplied are found to be defective in quality and workmanship or in the process or manufacturing within a period as mentioned in the Special Conditions of this Purchase Order and if no time period is set out, then, within a period of twelve (12) months after the Products/Services/Deliverables have been put in use by the Purchaser, or twenty-four (24) months from the date of delivery of the Products/Services/Deliverables to Purchaser whichever is later, unless any change is intimated in writing. After the expiry of the agreed warranty terms, any further extension of the warranty duration may be mutually agreed upon by the parties.

(vi) Where applicable, for any latent defects in the Products/Deliverables, the Supplier's liability as mentioned in above clauses shall remain for the period set out in the Special Conditions and if no such period is set out then, till the end of ten (10) years from the date of completion of the period set out in sub-section (v) above. In case of any latent defect under this sub-section, the Supplier must rectify such defect or replace the Products at the Supplier's expense.

(vii) The Supplier hereby confirms and undertakes to comply with and abide by the relevant provisions of all applicable domestic and international laws including but not limited to the Prevention of Corruption Act, 1988 (POCA), US Foreign Corrupt Practices Act, 1977 (FCPA), UK Bribery Act, the United Nations Convention against Corruption (UNCAC) and similar anti-bribery laws, OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption and hereby agrees not to engage in any activity which could lead to accusations of breach of any such enactments.

(viii) The Supplier represents and warrants that it has in place adequate policies, systems, controls, and procedures designed to comply with all the applicable domestic and international laws, including the anti-bribery regulations and generally accepted standards of business ethics and conduct.

(ix) The Supplier will comply with all applicable laws, regulations, standards and orders applicable for the performance of obligations under this Purchase Order, including any export obligations, trade sanctions or laws and regulations that prohibit money laundering, support and financing of terrorism and that require reporting cash and suspicious transactions. The Supplier will only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.

(x) If required by the Purchaser, the Supplier will submit a contract performance bank guarantee or a performance bank guarantee of a value and term as set out in the Special Conditions.

**Insurance:** The Supplier shall ensure it has purchased insurance of the types and amounts consistent with customary business practices, including any legally mandated insurance policies, transit insurance for the Products, and Worker's Compensation Coverage.

**Confidentiality:** All non-public, confidential or proprietary information of the Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data or business operations ("Confidential Information"), disclosed by the Purchaser to the Supplier, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as confidential, in connection with this or any previous Purchase Order shall be treated as confidential and is provided to the Supplier solely for the use of performing the obligations under this Purchase Order and may

not be disclosed or copied unless authorized by Purchaser in writing. The Supplier's failure to carry out its obligation herein shall mean a breach of the Purchase

Order which shall entitle the Purchaser at any time to take steps to prevent the Supplier from continuing the breach and take all relevant steps in accordance with this Purchase Order.

The Supplier shall exercise the same degree of care to protect such Confidential Information as it employs for the protection of its own Confidential Information and in no case less than a reasonable degree of care. Upon Purchaser's request, Supplier shall promptly return all such Confidential Information including all documents and other materials in any form received from the Purchaser. Purchaser shall be entitled to injunctive relief, in addition to its other remedies, for any violation of this clause. This clause shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Supplier at the time of disclosure; or (c) rightfully and legally obtained by the Supplier on a non-confidential basis from a third party.

IP License to use the Product / Services: Supplier hereby grants to the Purchaser a royalty-free, non-exclusive, worldwide, perpetual, irrevocable (except for material breach by Purchaser), sub-licensable and transferable to any third party, supplier or outsourcer, license to use intellectual property: (i) for use of any Products or Services in the course of Supplier's business including use by their direct and indirect customers and for any purposes reasonably incidental thereto; and (ii) to commercially exploit any Products or Services for which purpose the Products or Services were supplied, including for use by End Customers.

Indemnity: Supplier shall defend, indemnify, keep indemnified and hold harmless Purchaser, its affiliates, successors or assigns and its respective directors, officers, shareholders, and employees etc. against any and all loss, injury, death, damage, liability, claim, action, subrogation, judgment, interest, penalty, fines, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with Supplier's performance of its obligations or Supplier's negligence, willful misconduct or breach of the terms of this Purchase Order or in the event that possession of the Products or performance of the Services infringes or misappropriates a patent, copyright, trade secret or other intellectual property right of any third party.

The Supplier further agrees to indemnify and keep indemnified the Purchaser against all claims, damages, expenses including but not limited to Losses that the Purchaser may incur as a result of damage or loss to the material/equipment loaned to the Supplier for job work/repairs under a Purchase Order, by way of spoilage, mishandling, improper use, pilferage, wrong processing, transit loss, theft, negligence or unauthorized use and against Losses arising due to non-compliance with the cycle time and/or improper and limiting conditions of the materials used by the Supplier or non-supply or proper return to the Purchaser in the same equipment weight and the agreed scrap quantity norms fixed for the material/equipment.

Limitation of Liability: Neither party or their affiliates will be liable to the other party for any indirect, incidental special, exemplary, punitive, or consequential damages of any kind (including, but not limited to, loss of revenue or anticipated profits, or lost business) regardless of whether or not that party or any of their affiliates have been advised of the possibility of any such damages or such damages could have reasonably been foreseen.

Compliance with Labor laws: The Supplier shall comply with all laws, including but not limited to any taxation laws, Labor legislations, the Contract Labor (Regulation & Abolition) Act 1970, Employees State Insurance Act 1947, Minimum wages Act 1948, E.D.L.I & E.S.I. Schemes, Employees Provident Funds & Miscellaneous Provisions Act 1952, Industrial Disputes Act, or Workmen's Compensation Act. The Supplier alone shall be liable to face civil or criminal action that the Government, other authorities or private persons/ firms may





take against it and it shall keep the Purchaser indemnified in case the Purchaser is made a party to such proceedings and the Purchaser shall recover all costs, fees, compensations, damages, losses suffered or penalties paid by the Purchaser and/or its officers in all types of complaints, petitions, claims, actions, proceedings or hearings in respect of the Supplier's personnel engaged by the Supplier.

Compliance with Safety norms: Pursuant to the provisions of section 7B of the Factories Act, 1948, as amended from time to time, Supplier shall provide adequate information in connection with the use of any raw-material in the Products, and the conditions necessary to ensure that the raw- material as well as the Products when put to use will be safe and without risks to the health of any of the users.

Compliance with Green Sourcing Policy: Environment conservation is of utmost importance to the Purchaser and the Purchaser is committed to give preference to environmentally responsible suppliers who have implemented ISO14001 or similar standards. Supplier shall at all times adopt environment friendly policies including but not limited to:

- (i) conservation of natural resources like energy & water;
- (ii) reduction in waste and greenhouse gas emissions;
- (iii) compliance to ROHS standards;
- (iv) adoption of reusable and recyclable packing;
- (v) nurturing biodiversity in the vicinity of Supplier operations; and
- (vi) such other regulations and / or policies as may be prevalent during relevant times.

The Supplier shall, at all times, comply with the Purchaser's Green Sourcing Policy, which may be amended from time to time.

Termination: The Purchaser may, without incurring any liability, terminate this Purchase Order without cause upon thirty (30) days prior written notice to the Supplier.

Cancellation: The Purchaser reserves the right to immediately cancel or rescind this Purchase Order in full or in part by a written notice to the Supplier in the following events:

- (i) failure on part of the Supplier to comply with any of the terms and conditions of this Purchase Order;
- (ii) failure on part of the Supplier to deliver the Products, Services or Deliverables in a timely manner;
- (iii) failure to remedy defects or provide replacements of rejected Products in accordance with terms of this Purchase Order;
- (iv) delay in performance beyond fifteen (15) consecutive calendar days, due to a force major event;
- (v) breach of the Supplier's representations or warranties under this Purchase Order;
- (vi) any legal proceeding initiated against the Supplier for liquidation or bankruptcy; or
- (vii) if receivers are appointed for the properties of the Supplier.

In any of the aforementioned events, apart from the remedies available under law the Purchaser shall also have the right to:

- (i) forfeit any security which may be provided by the Supplier;
- (ii) invoke the penalty provisions or compensation provisions under this Purchase Order, for delayed delivery;
- (iii) be entitled to a full refund from the Supplier of any payments made in advance by the Purchaser; and
- (iv) procure the Products or Services from a third party at risk and expenses and charge the Supplier the entire cost, including any related costs thereof. The Purchaser shall also have the option to cancel the Purchase Order in part or in full by giving a fifteen (15) days notice in writing to the Supplier in case of a change in the Purchaser's business plan, including any cancellation of the order between the Purchaser and the End Customer. In case the Purchaser cancels the order under this clause, then, the Purchaser will forfeit any security which may be provided by the Supplier and be entitled to a full refund of any payments made in advance to the Supplier.

Business Continuity Plan: In the event Purchaser, at its sole discretion, identifies Supplier as a critical supplier, then Supplier shall prepare, maintain and provide, at no additional cost to the Purchaser, a Business Continuity Plan satisfactory to the Purchaser, and designed to ensure that the Supplier can continue providing the Services and Products in accordance with this Purchase Order in the event of a disaster.

#### Miscellaneous

1. For avoidance of doubt, a Purchase Order shall be binding on the Purchaser only when issued by a duly authorized representative of the Purchaser.
2. Assignment: Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order without the Purchaser's prior written consent. Any purported assignment or delegation in violation of this section shall be null and void. No assignment shall relieve the Supplier of any of its obligations under this Purchase Order.
3. Force Majeure: In the event of a force majeure condition during the delivery period, the delivery date may be extended at the sole discretion of the Purchaser on receipt of an application from the Supplier on such terms and conditions as may be directed by the Purchaser. Only those causes which depend on natural calamities, civil wars, and national strikes, having duration of more than seven (7) consecutive calendar days are qualified to be covered under a force relevant Statutory Authority, the beginning and the end of the cause(s) of delay (force majeure events) immediately, but in no case later than four (4) days from the date an event can be classified as a force majeure event in line with the provisions mentioned under this clause. To avoid doubt, economic hardship or any changes in the market conditions will not be considered a force majeure event. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any force majeure event are minimized and resume performance under the Purchase order.
4. Entire Agreement: This Purchase Order, including any Special Conditions, constitutes the entire agreement between the parties and supersedes and extinguishes all previous arrangements and understandings between them, whether written or oral, relating to this subject matter. Notwithstanding anything to the contrary, if a definitive agreement covering Products or Services described in this Purchase Order exists between the Supplier and Purchaser, the terms of such definitive agreement shall prevail.
5. Amendments: Any subsequent change in terms of this Purchase Order by way of adding, altering or rescinding the terms herein, shall be made only in writing by the Purchaser's duly authorized person and shall be deemed to be incorporated herein and be treated as a part of this Purchase Order.
6. Cumulative Rights: The rights and remedies available to the Purchaser under this Purchase Order are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.



7. Code of Conduct: Supplier warrants and represents to the Purchaser that it is in compliance with and shall remain in compliance during performance of any Purchase Order and ensure that its employees, agents, contractors and subcontractors comply with the Purchaser's "Supplier Code of Conduct" published by Purchaser from time to time and all applicable laws, regulations and ordinances at all times. The supplier shall oblige all its sub-suppliers to recognize and respect the requirements of this Code of Conduct.

8. Relationship: The Supplier is an independent contractor of the Purchaser. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.

9. Publicity: Supplier agree that Supplier shall not, without the Purchaser's prior written consent advertise, promote or publish the fact that Purchaser purchased Products, Services or Deliverables from the Supplier; or use in advertising, publicity or otherwise, the name or logo of Purchaser nor any trade name, trademark, logo or simulation thereof owned by Purchaser. Supplier shall not represent, directly or indirectly, that any Products, Services or Deliverable have been approved or endorsed by the Purchaser, without the Purchaser's consent in writing.

10. Audit: At the Purchaser's request, Supplier shall allow Purchaser (directly and/or through third parties) to audit and inspect its facilities, as well as copy any documents relating to the performance of obligations under this Purchase Order.

11. Severability: If any term or provision of this Purchase Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Purchase Order or invalidate or render unenforceable such term in any other jurisdiction.

12. Waiver: Any failure or delay by Purchaser to enforce the Supplier's performance of any provision of this Purchase Order shall not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Purchase Order.

13. Governing Law & Dispute Resolution: This purchase Order shall be governed by and construed in accordance with Indian laws. All disputes relating to this agreement shall be subject exclusively to the courts of competent jurisdiction situated within the limits of Aurangabad, India. All disputes arising out of or in connection with this Purchase Order during the subsistence or thereafter, in connection with validity, interpretation, implementation, or alleged material breach of any terms/conditions etc. shall, unless amicably settled between the Purchaser and Supplier, be settled by arbitration. The Purchaser shall appoint a sole arbitrator and the arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996 including any modifications thereto and re-enactments thereof. The language to be used in arbitration proceedings shall be English and the seat of arbitration shall be Aurangabad. The decision of the Arbitral Tribunal shall be final and binding on the parties. Each party submits to the exclusive jurisdiction of courts of Aurangabad for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provision.