

WORK ORDER

Vendor Code:0020032919
CONNECTIVITY IT SOLUTIONS PVT LTD
 606-608, ECOSTAR,,VISHVESHWAR NAGAR ROAD,
 CHURI WADI GOREGAON,
 MUMBAI-400063-Maharashtra
 Ph.No.:9870074006
 E-mail:RUCHESH@CONNECTIVITYSOLUTIONS.IN
 PAN NO:AAGCC1283L
 GST No:27AAGCC1283L1ZG

W.O.No.:SHIVATELEGH/ORISSA/23-24/0360300723
 W.O.Date:05.01.2024
 Type:SER-DOM
 Buyer Name : Arnab Roy

Renewal Of con snt for below cisco products for a period 5 years.

Dear Sir/Madam,

We are pleased to place the order as per below mentioned Price, Terms & Conditions.

ALL THE PRICES MENTIONED BELOW ARE IN #INR"

SR. NO.	SERVICE SHORT DESCRIPTION	UOM	QTY.	TOTAL	COMPLETION DATE
1	CON-SNT RENEWAL FOR 5 YEARS	AU	1.000	153975.3	31.03.2024

The above work contains following Services:

SR.NO	WORK CODE WORK DESCRIPTION	QTY.	UoM	UNIT PRICE	TOTAL PRICE
1.1	SIT8111260000039 EXCUT:AMC,EQUIP,IT;UC PHNE 7821,60MON SAC Code : 998313,Tax Code : 29	300.000	MON	52.60	15780.00

EXECUTE: AMC, EQUIPMENT, IT;EQUIPMENT/ GROUP OF EQUIPMENT:UC PHONE 7821;EQUIPMENT DETAIL 1:MAKE: CISCO, MODEL NO: CON-SNT-CP7821K9;EQUIPMENT DETAIL 2:MODEL NO: SNTC-8X5XNBD;MAINTENANCE TYPE:ANNUAL MAINTENANCE CONTRACT;CONTRACT DURATION:60 MON;RATE TYPE:MON;FREQUENCY OF VISIT:AS PER SCOPE OF WORK;NO OF DAYS PER VISIT:AS PER SCOPE OF WORK;WORKING HOURS PER DAY:AS PER SCOPE OF WORK;OPERATING AREA:PLANT;MANPOWER PROVIDED BY:VENDOR;TRANSPORTATION ARRANGEMENT:VENDOR;LODGING AND BOARDING BY:VENDOR;GENERAL TOOLS PROVIDED BY:VENDOR;SPECIAL TOOLS PROVIDED BY:PLANT;MATERIAL/ SPARES PROVIDED BY:VENDOR;CONSUMABLE PROVIDED BY:VENDOR;NORMAL PPES PROVIDED BY:VENDOR;SPECIAL PPES PROVIDED BY:PLANT;PREFERRED SERVICE PROVIDER CLASS:N/A;APPLICABLE SAFETY SOP:AS PER SOW;SERVICE LEVEL AGREEMENT:95 PCT;STATUTORY OBLIGATION BY:VENDOR

1.2	SIT8111260000033 EXCUT:AMC,EQUIP,IT;ACCESS PT,YR,PLANT SAC Code : 998719,Tax Code : 29	10.500	yr	2582.23	27113.42
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EXECUTE: AMC, EQUIPMENT, IT;EQUIPMENT/ GROUP OF EQUIPMENT:ACCESS POINT;EQUIPMENT DETAIL 1:MODEL: AIR-AP1852I-D-K9C, CON-SNT-AIR18DK9;MAINTENANCE TYPE:ANNUAL MAINTENANCE CONTRACT;CONTRACT DURATION:AS PER REQUIREMENT;RATE TYPE:YR;FREQUENCY OF VISIT:AS PER REQUIREMENT;NO OF DAYS PER VISIT:AS PER REQUIREMENT;WORKING HOURS PER DAY:AS PER REQUIREMENT;OPERATING AREA:PLANT;MANPOWER PROVIDED BY:VENDOR;TRANSPORTATION ARRANGEMENT:VENDOR;LODGING AND BOARDING BY:VENDOR;GENERAL TOOLS PROVIDED BY:VENDOR;SPECIAL TOOLS PROVIDED BY:PLANT;MATERIAL/ SPARES PROVIDED BY:VENDOR;CONSUMABLE PROVIDED BY:VENDOR;NORMAL PPES PROVIDED BY:VENDOR;SPECIAL PPES PROVIDED BY:PLANT;PREFERRED SERVICE PROVIDER CLASS:N/A;APPLICABLE SAFETY SOP:AS PER SOW;SERVICE LEVEL AGREEMENT:95 PCT;STATUTORY OBLIGATION BY:VENDOR

1.3	SIT8111260000090 EXCUT:AMC,EQUIP,IT;60MON,MON SAC Code : 998319,Tax Code : 29	2.000	EA	55540.94	111081.88
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EXECUTE: AMC, EQUIPMENT, IT; EQUIPMENT/ GROUP OF EQUIPMENT: CATALYST SWITCH CON-SNT -C920L24G; EQUIPMENT DETAIL 1: MAKE: CISCO, MODEL NO: C9200L-24P-4G-E; MAINTENANCE TYPE: ANNUAL MAINTENANCE CONTRACT; CONTRACT DURATION: 60 MON; RATE TYPE: MON; FREQUENCY OF VISIT: CALL BASIS; NO OF DAYS PER VISIT: NEED BASIS; WORKING HOURS PER DAY: NEED BASIS; OPERATING AREA: NORMAL; MANPOWER PROVIDED BY: VENDOR; TRANSPORTATION ARRANGEMENT: VENDOR; LODGING AND BOARDING BY: VENDOR; GENERAL TOOLS PROVIDED BY: VENDOR; SPECIAL TOOLS PROVIDED BY: VENDOR; MATERIAL/ SPARES PROVIDED BY: VENDOR; CONSUMABLE PROVIDED BY: VENDOR; NORMAL PPES PROVIDED BY: VENDOR; PREFERRED SERVICE PROVIDER CLASS: N/A; STATUTORY OBLIGATION BY: VENDOR

D/T/C : IGST @18% 27715.55,

Total Taxes : 27715.55

Total Basic Value: 153975.30

Total Basic Value (In Figures): ONE LAKH FIFTY THREE THOUSAND NINE HUNDRED SEVENTY FIVE RUPEES THIRTY PAISE

Thanking you

Yours Sincerely

For Shiva Cement Ltd.

Authorized Signatory

Commercial Terms and Conditions

PRICE BASIS: Shiva Cement Limited, Kutra,

PAYMENT TERMS: Immediate Payment

NOTE TO SUPPLIER:

As per final offer CS-SQ-MUM-2023-24-001276

SL No	Description	Qty	Rate	Total	Amount
1	CP-7821-K9 WZP24020V0J	1	3155.74	3155.74	
2	CP-7821-K9 WZP24021EZ8	1	3155.74	3155.74	
3	CP-7821-K9 WZP24020VRS	1	3155.74	3155.74	
4	CP-7821-K9 WZP22390BGS	1	3155.74	3155.74	
5	CP-7821-K9 WZP20390X6V	1	3155.74	3155.74	
6	AIR-AP1852I-D-K9C KWC23500AKM	1	9037.8	9037.8	
7	AIR-AP1852I-D-K9C KWC23500AKY	1	9037.8	9037.8	
8	AIR-AP1852I-D-K9C KWC23500AJ8	1	9037.8	9037.8	
9	C9200L-24P-4G-E JAE24250JJ1	1	55540.94	55540.94	
10	C9200L-24P-4G-E JAE24440VYA	1	55540.94	55540.94	
			153973.98		

Billing will be done as per actual.

Authorized Signatory

WORK ORDER - GENERAL TERMS AND CONDITIONS**A) SAFETY RELATED CONDITIONS****1) Safety management at work site**

" Before commencement of the work the contractor should give an undertaking in writing that they would abide by the safety Rules and Regulations laid down by the Shiva Cement Ltd. rigorously and any deviation from this would make them liable for action. He should also confirm in writing that he is solely responsible for the safety of his work men and compensations if any.

" The contractor should employ competent work men after conducting medical examination and found physically and mentally fit for the job.

" All the new workers should undergo with safety induction training and preliminary training program before putting them on the job.

" The valid gate pass for the work men will be issued after complying the above points.

" The contractor should ensure the house keeping at working area on daily basis & all scrap and debris should be disposed at designated areas.

2) Personnel protective equipments

All the work men should be provided with

" Yellow color safety helmet made with fiber reinforced plastic (F.R.P) as per IS:2925.

" Safety shoes as per IS 10348:1982/ IS 5852 for work men.

" Safety shoes as per IS 111225:1985 for work women.

" Gum boots of standard make with full ankle should be provided while working waterlogged areas.

" Ear muffs/ear plugs, safety goggle, nose mask, leather hand gloves, face shield, leg guard as per the work and working area requirement.

" Safety belts, fall arresters as per IS 3521:1999 should be provided for work men working at heights.

" Shoes , gloves, aprons, jeans jacket, cotton pant and cotton shirt for working in hot areas.

3) Following Safety tools will be supplied by Shiva Cement Ltd. on chargeable basis

" Fall arresters for working at heights

" PP life line for fall arresters.

" Retractable fall arrester.

" Safety net.

4) Work permits and line clearances

" The contractor should follow the Shiva Cement Ltd. safety code and procedures and should obtain necessary work permits and take line clearances before starting the job.

" In any case the interlocks and plc logics should not be bypassed without Shiva Cement Ltd. approval and should not tamper with the equipments.

5) Lifting tools and tackles

" The lifting tools should be in good condition as per OEM specifications and any modifications are not permitted. The chain block should be used along with hooks.

" All the lifting tackles and pressure vessels should be tested by a competent person approved by inspector of factories Government of Andhra Pradesh.

" The list of lifting tools along with the certificates should be submitted to safety dept before putting in to use.

6) Gas cutting and welding operations

" The tools used for welding and gas cutting should be of standard make and comply with the standards of ISI.

" The cutting torch should be fitted with flash back arresters. The cylinders should keep up right and in shade.

" The electrical connection for welding machine should be through ELCB and the machine to be earthed properly. The welding cables should be joined through cable lugs only.

7) General tools and tackles

" Proper tools should be used for proper jobs and make shift methods should be avoided.

" The spanners should be of standard make and comply ISI specifications. Broken spanners should not be used.

8) Electrical safety

" Only competent certified, licensed electricians should be employed for electrical job.

" The contractor should ensure the shut downs and line clearances before working on the equipments.

9) Working at heights

" Safety height permit should be obtained and should follow all the safety instructions mentioned in permit.

" Safety belts and fall arresters should be used when working above 1.8 Mtrs. The scaffolding should be rigid and tied properly.

" Competent work men should be used for working at height and women workers should not be engaged for working at heights.

" Medical examination of a new worker for working at height is compulsory.

" The below ground area should be barricaded and movement should be restricted.

10) General safety instructions

" The drivers engaged should have valid driving license and the speed limit within the plant premises should be 15 Km.

" Contractor should ensure that their workers will not come to work by consuming alcohol. Severe action will be taken for the violation.

" All accidents, minor injuries, near misses should be reported to safety dept without fail.

" The workers should not sleep, play, bath, wash the cloths within Shiva Cement Ltd. premises.

B) SECURITY MANAGEMENT AT WORK SITE**1) Contractor work men, equipment and machinery**

" All The contractor Returnable Machinery/Tools and Tackles should be listed with Sl.No & make in triplicate and endorsed by our security while entering the Shiva Cement Ltd. premises. The contractor is solely responsible for his tools and equipment.

" The endorsed document should be produced for making the gate pass while taking back the material.

" Contractor should not bring prohibited materials like explosives, fuels, radioactive materials without written approval of Shiva Cement Ltd..

" The storage, safety and security of the contractor equipment is their sole responsibility.

" Contractor should obtain photo gate passes to all his workmen and his vehicles.

" All the workers of the contractor should enter the Shiva Cement Ltd. premises with valid gate pass duly reporting at security.

" After completing the job the Contractor should return all the gate passes and security confirmation should be submitted along with final bill.

C) Statutory obligation to the contractor**1) The contractor should submit following along with order acceptance**

" Copy of Valid labor license issued by Asst Labor Commissioner, Central Government.

" Copy of Valid Provident Fund registration with an independent code.

" Copy of Firm Registration certificate.

" ESI registration and code no / workmen compensation policy.

" PAN Certificate.
 " Service Tax Registration certificate.
 " Last year Income Tax assessment copy.

" Safety abides Undertaking.
 2) The contractor should comply following Indian state and central acts with the latest revisions.

" Labor Act
 " Employee Provident Fund Act.
 " ESI Act.
 " Minimum Wages Act
 " The Interstate Migrant Workmen Act
 " Factories Act
 " Income Tax Act.
 " Service Tax Act.
 " Insurance Act.
 " Workmen Compensation Act.

3) Responsibility of a contractor The contractor should

" Make insurance to cover all types of industrial hazards and also under workmen compensation act to his workers.
 " Ensure that the payment of wages to your workers is made in presence of authorized representative of principal employer on or before 7th of every month and has to maintain the records.
 " Intimate the date of commencement of work as well as the date of completion of the work to P&A Dept. without fail.
 " Not engage child labor below 18 years. Women worker should be engaged between 6 A.M TO 6 P.M. only.
 " In case of pure manpower contracts the contractor has to attach the copy of previous month PF contribution challan along with current month bill.

Penalty for accidents

a) For non fatal cases - As decided by Shiva Management
 b) For fatal cases -- The penalty will be imposed as per following table

SI.No	Total value of open work orders as on the date of accident	Amount of Penalty to be imposed on the contractor (RS in Lacks)	Expenses to be borne by the Contractor for medical treatment of IOD cases in respect of their workers
1.	Rs. 10 Crores & above	8	100 %
2.	Rs. 5 to 10 Crores	6	100 %
3.	Rs. 2 to 5 Crores	4	100 %
4.	Rs. 1 to 2 Crores	2	75 % and balance by company
5.	Less than Rs. 1 Crore.	0.50	50 % and balance by company

4) Force majeure

Force majeure shall consists but shall not be limited to invasion, blockades, strikes, lockouts, sabotages, fire, explosion, riots, natural calamities, acts of god, acts of government, accidents and disruptions, breakdown of essential equipments and machineries, power shortage/hindrances in supply of raw materials or any other cause beyond the reasonable control of the contractor/company. Contractor shall not be liable for the delay in contract performance due to state of force majeure. Similarly the company shall also not be liable for any contractual obligations including period based payments in the state of force majeure, provided & 7 days notice is served by the effected party.

5) Revocation

In the event of non compliance or violation of any terms and conditions of this contract, unsatisfactory performance, in efficient execution of works, violation of above terms and conditions we shall be at a liberty to revoke the contract without any notice. Shiva Cement Ltd. is not responsible for the wages and compensation of the workmen engaged by the contractor.

6) Assignment

Contractor shall not assign in whole or in part any works of this contract to any third party without written permission from Shiva Cement Ltd..

7) Arbitration

This shall be in accordance with Indian Arbitration and Conciliation Act with the latest revisions, as applicable.

8) Jurisdiction

All legal matters and disputes will be subject to the jurisdiction of Rourkela Courts only for Shiva Cement Ltd. Rourkela plant. This may supersede if any special clause is incorporated in the order terms for Jurisdiction.

9.)Supplier Invoice for Goods to be sent in duplicate.

Mr. Arnab Roy- Manager Commercial, Tel no. 7847047240. email : arnab.roy@jsw.in
 Shiva Cement Limited, Telighana, PO : Biringatoli , Pin - 770018. Kutra, Dist. Sundergarh, Odisha State.

10.)One set of invoices to be sent to Dy Manager (Stores) .

11.)Contractor's Invoice for works to be sent to :

Mr. Arnab Roy- Manager Commercial, Tel no. 7847047240. email : arnab.roy@jsw.in
 Shiva Cement Limited, Telighana, PO : Biringatoli , Pin - 770018. Kutra, Dist. Sundergarh, Odisha State.

12) Insurance intimation to be Sent to :

Mr. Sushil Pani- (Dy Manager-Accounts), Tel no. 9449879149 email : sushil.pani@jsw.in.

13) Order Acceptance: Please send us your acceptance or our orders in totality. If the acceptance is not received within 7 days of the date of the order we presume that the order acceptable by you and stands accepted.

GENERAL TERMS AND CONDITIONS (#GTC") OF WORK ORDER / PURCHASE ORDER / SERVICE ORDER APPLICABLE TO THE

GOODS, SERVICES OR WORK SUPPLIED, EXECUTED OR PERFORMED FOR JSW Shiva Cement Ltd

1. Definitions:

1.1 #Company / Buyer" shall mean JSW Shiva Cement Ltd, a company incorporated and validly existing within the meaning of the Companies Act, 1956 and include its successors and assigns.

1.2 #Supplier / Service Provider / Contractor" shall mean the entity undertaking the supplies, performance of services, execution of work in accordance with the terms of Order.

1.3 #LOI" / #Work Order" / #Purchase Order / Service Order / #Order" hereinafter referred as Order, shall mean the document issued by Buyer identifying the scope of performance, price and other specifications relating to the Supplies or Works along with the General Terms and Conditions and the commercial terms and conditions, which are incorporated by reference.

1.4 #Supplies" / #Work", hereinafter referred to as Works, shall mean and include all the activities, including but not limited to supply, execution of work and rendering such services as more particularly described under the scope.

2. Acceptance of Terms:

2.1 The Order shall govern the contractual relationship between Buyer and the Supplier / Service Provider / Contractor to the exclusion of all the other terms and conditions, except if and to the extent otherwise expressly agreed in writing between Buyer and the Supplier / Service Provider / Contractor;

2.2 Acknowledgement of the Order, including without limitation, by commencing performance as stipulated under the Order, shall be deemed acceptance of the Order.

2.3 In case of any inconsistency, discrepancy, ambiguity or uncertainty, the specific conditions agreed under the Order and special conditions shall prevail only to the extent contrary.

3. Disclaimer:

3.1 The Supplier / Service Provider / Contractor acknowledges that it has made a complete and careful examination as well as an independent evaluation of the scope, specifications and standards (if any), local conditions, subsoil and geology, traffic volumes, suitability and availability of access routes, site conditions, applicable laws etc. The Supplier / Service Provider / Contractor has further determined to its satisfaction the nature and extent of difficulties, risks and hazards as the case maybe, that are likely to arise or affect the course of performance/ execution of the Works. Buyer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Supplier / Service Provider / Contractor confirms that it shall have no claim whatsoever against Buyer in this regard.

4. Supplier's / Service Provider's / Contractor's Responsibilities:

4.1 Supplier / Service Provider / Contractor warrants to Buyer that:

(a) it shall execute the Works under the Order in conformity to the terms and conditions stipulated by Buyer in the Order otherwise in relation thereto and in accordance with the applicable laws and regulations; with all appropriate skill and care, in accordance with the best industry practice, will be of good quality and fit for intended purpose; and

(b) The Works shall be free of all defects (design, workmanship, etc.), any claims of whatsoever nature, including without limitation title claims, and will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion.

4.2 Any attempt by Supplier / Service Provider / Contractor to limit, disclaim or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective. The warranties contained above are in addition to any other warranties required under the applicable law and no contrary disclaimer in this regard shall be valid or effective.

4.3 Supplier / Service Provider / Contractor shall promptly and at its own cost, carry out all remedial work necessary to enable Buyer to accept the Works executed under this Order or necessary to remedy any deficiencies which occurred or were discovered within the warranty period / defect liability period commencing upon issuance of final acceptance certificate / commissioning certificate of the Works by Buyer, unless otherwise agreed between the parties.

4.4 Any re-performed work shall carry warranties on the same terms as set forth above, with the warranty period being the later of the original un-expired

4.5 Buyer reserves the right, at its sole discretion, to vary, amend or modify, reduce, increase the scope in part or full, with respect to its quantity, quality or otherwise, or upon being dissatisfied regarding the quality, progress and the performance by the Supplier / Service Provider / Contractor or due to any other reason, without assigning any reason and without giving any prior notice whatsoever. Such a decision of Buyer shall be final and binding on the Supplier / Service Provider / Contractor.

4.6 In no event shall Supplier / Service Provider / Contractor suspend the performance of work under this Order.

4.7 In case of conflict between applicable technical specifications, drawings, codes and standards, the most stringent requirements shall apply. It shall be the responsibility of the Supplier / Service Provider / Contractor to identify any deficiencies, omissions, contradictions, ambiguities or conflicts between or within the Order, this GTC, and the applicable codes, regulations and standards, and to notify Buyer of such deficiencies, omissions, contradictions, ambiguities or conflicts in writing within 5 (Five) days from issuance of the Order. The clarifications or determination given by Buyer shall be final and binding on the Supplier / Service Provider / Contractor.

4.8 In case any activities, deliverables or works required to be performed, which are not explicitly stated as the Supplier's / Service Provider's / Contractor's responsibility, drawings/ specifications etc., but which are deduced therefrom and necessary for the proper performance of the Works by the Supplier / Service Provider / Contractor, the Supplier / Service Provider / Contractor shall render such performance without any claim for additional time and/or cost compensation.

4.9 Buyer reserves the right to inspect, test or reject any supplies, work, Works before acceptance. During inspection, if any deficiency or non-compliance is noted, then, Supplier / Service Provider / Contractor shall rectify such defects and/or remove and replace defective work within reasonable time at its sole cost.

4.10 All Supplies must be properly packed and the package containing the Supplies and materials must be sufficiently strong to withstand rough handling. The Supplier / Service Provider / Contractor shall take suitable precautions and measures to protect the Supplies against dampness, moisture, rain, rust, shock and deformation etc. All packing material for packing of the Supplies will comply with all relevant statutory requirements and regulations.

5. BUYER'S Responsibilities:

5.1 In consideration of the proper performance by the Supplier / Service Provider / Contractor, Buyer shall pay to the Supplier / Service Provider / Contractor the undisputed Order price, against properly raised invoices.

6. Price, Taxes and Duties:

6.1 The Price as agreed between the Parties shall be the full and complete compensation for the Supplier's / Service Provider's / Contractor's performance of all its obligations, and includes without limitation, any and all direct, indirect and ancillary charges, costs and expenses of whatsoever nature necessary for compliance with the terms and performance. Unless specifically approved by Buyer in writing, it shall not be made liable for any escalation / overrun compensation, idling charges.

6.2 Supplier / Service Provider / Contractor shall be responsible to comply with all the applicable laws in relation to the taxes, duties, etc. as may be applicable in relation to the Works.

6.3 The Supplier / Service Provider / Contractor is responsible to upload the details of Supplies/services made to Buyer, every month within the due date of filing GSTR-1 as prescribed under Section 37 of the CGST Act. In the event of the Supplier / Service Provider / Contractor not furnishing such details within the said due date, any tax demands on the Buyer from the Authorities, including but not limited to reversal of input tax credits in lieu of the Supplier / Service Provider / Contractor not declaring the outward supplies, shall be recovered from the Supplier / Service Provider / Contractor with interest and penalty.

7. Liquidated Damages:

7.1 Time is the essence for performance of Supplier's/ Service Provider's / Contractor's obligations.

7.2 The Supplier / Service Provider / Contractor will be required to meet the time schedule, delivery schedule / Bar Chart / milestone, performance guarantee parameters and also other obligations for supplies and Service performance commitments as specified in the Order. There will be liquidated damages imposed on the Supplier / Service Provider / Contractor as specified under Order, if the Supplier / Service Provider / Contractor delays in performance or fails to fulfil the obligations / commitments / performance agreed hereunder.

7.3 The amount of liquidated damages as stated in the Order are an agreed genuine pre-estimate of the loss and damage that the Buyer will suffer if the Supplier / Service Provider / Contractor fails to fulfil the obligations in the manner and time schedule agreed hereunder and are not by way of penalty, provided always that the right to levy liquidated damages is in addition to and without prejudice to any other rights or remedies available to the Buyer under this Order, this GTC or any applicable law.

7.4 The liquidated damages will be deducted from the invoices of the Supplier / Service Provider / Contractor or else can be adjusted from the Security Deposit if any or by invoking Bank Guarantee, if any.

7.5 Notwithstanding the right of Buyer to levy liquidated damages, Buyer shall also have the right to rescind/ terminate the Order at its sole discretion, in the event the Supplier / Service Provider / Contractor grossly and/or willfully fails to achieve the time schedule or fails to fulfil the obligations / commitment agreed or to demonstrate expediting the performance and/or improving its performance.

8. Limitation of Liability:

8.1 Any aggregate limit of liability of Supplier / Service Provider / Contractor, as stated under the Order shall exclude any liability arising due to infringement of IPR, breach of Confidentiality, fraud, gross negligence or willful default, indemnification or any other liability which cannot be limited by law.

8.2 The maximum liability of Buyer, at all times, shall be limited to the balance amount of consideration payable by the Buyer to the Supplier / Service Provider / Contractor after adjusting the consideration already paid. Buyer shall not be liable for any indirect, consequential, exemplary, special, punitive or incidental losses, damages or costs.

9. Performance Security / Bank Guarantee:

9.1 Buyer may require the Supplier / Service Provider / Contractor to keep deposited with Buyer in advance such sum as agreed, as an interest-free refundable security deposit or performance bank guarantee as the case may be. The Security Deposit shall be refundable, without any incidence of interest, after 3 (three) months from the date of expiry or termination of the Warranty / Defect Liability Period, if any subject to deduction of any damages, loss, expenses, costs or statutory payments, as the case may be, which are incurred or likely to be incurred by Buyer towards statutory compliance or due to the non-compliance, breach or default by the Supplier / Service Provider / Contractor.

9.2 All Bank Guarantees furnished by the Supplier / Service Provider / Contractor shall be irrevocable and unconditional, valid till 3 (three) months after the expiry of Warranty / Defect Liability Period. The bank guarantee(s), as stated above, shall be issued by a reputed international bank/ nationalized bank having a branch in Mumbai, India and as is acceptable to Buyer. The bank guarantee(s) shall be furnished as per the format prescribed by Buyer. Notwithstanding its other legal rights and remedy, Buyer reserves the right at its sole discretion, to encash the above Bank Guarantee(s) in case the Supplier / Service Provider / Contractor

fails to deliver / complete the performance within the agreed time schedule or is in breach or default of its duties, obligations or terms of the Order or this GTC. For the avoidance of doubt, failure to extend the Bank Guarantees by the Supplier / Service Provider / Contractor shall be deemed as breach.

10. Best Price Guarantee:

The Supplier / Service Provider / Contractor must at all times render the performance at the most competitive Price/ unit rate and same as the lowest Price/ unit rate offered by it to any of its clients or customers. If at any time, it is discovered that the Supplier / Service Provider / Contractor renders performance of equal/ similar nature and scope at a unit rate/ price lower than that offered to the Buyer, then upon such discovery, such lower price/ unit rate shall be payable by Buyer for all such performance during the period when such lower price/ unit rate is in effect. Any determination by Buyer in this regard shall be final and binding on the Supplier / Service Provider / Contractor.

11. Transfer of Title and Risk:

The title for the Works or any part thereof shall be passed on to Buyer once the delivery in all respects as per the agreed timelines, specifications and other terms of this GTC and/or in accordance with agreed Incoterms 2020, is complete. The risk shall pass on to Buyer upon issuance of final acceptance certificate or commissioning certificate or as otherwise agreed between the Parties.

12. Suspension / Termination:

12.1 Buyer may terminate/ cancel the Order, at its sole discretion, at any time, without assigning any reason, and without being liable for any compensation, by giving thirty (30) days written notice to the Supplier / Service Provider / Contractor. In such an event, Buyer shall pay to the Supplier / Service Provider / Contractor for all undisputed invoices against such scope completed by the Supplier / Service Provider / Contractor which are accepted by Buyer.

12.2 Without prejudice to the provisions of clause 12.1 above, Buyer may at any time, by written notice terminate/ cancel the Order, subject to 7 (Seven) days written notice, without being liable for any compensation, if: (i) The Supplier / Service Provider / Contractor or any of its personnel commits a breach, default or violations of the terms or covenants or condition of the Order or this GTC or fails to comply with any of its duties, obligations or undertakings on its part to be observed, performed or fulfilled; (ii) Delay in performance, poor performance, non-performance in accordance with the agreed time schedule and/ or the performance guarantee parameters; (iii) The Supplier / Service Provider / Contractor suspends, abandons the whole or part of the scope and its performance, contrary to the express terms herein; (iv) Any representation or warranty given by the Supplier / Service Provider / Contractor is found to be incorrect; (v) initiation of dissolution, liquidation or winding-up (whether voluntary or compulsory) of Supplier / Service Provider / Contractor or appointment of an Interim Resolution Professional / Resolution Professional, receiver or manager of any of Supplier's / Service Provider's / Contractor's assets or Supplier / Service Provider / Contractor entering into any compromise or arrangement with its creditors; (v) Supplier / Service Provider / Contractor is blacklisted by any Government / Semi Government bodies due to which performance of this Order has become difficult.

12.3 Upon receipt of the notice of termination of the Order, the Supplier / Service Provider / Contractor shall furnish all the relevant information to Buyer and shall hand over all the confidential information, data, documents, materials, goods, tools, equipment including free issued materials provided by Buyer to assist the Supplier / Service Provider / Contractor, within 15 (fifteen) days of receipt of such notice.

12.4 Upon termination of the Order, the Supplier / Service Provider / Contractor shall have no right to claim any compensation or damages against Buyer whatsoever.

12.5 In all such cases of termination due to default of the Supplier / Service Provider / Contractor, the security deposit or the Bank Guarantee(s) shall be forfeited / encashed and the Supplier / Service Provider / Contractor shall also be liable for damages / debarment / blacklisting.

12.6 Unless otherwise directed by the Buyer, the Supplier / Service Provider / Contractor agrees that the Supplier / Service Provider / Contractor shall continue to provide Services in the same manner during the notice period co-operate with the Buyer for the smooth transition of this Order to any other party.

12.7 Buyer may order Supplier/ Service Provider/ Contractor by prior written notice in writing to suspend all or any part of the performance for such period of time as may be determined by Buyer, at its sole discretion. The Supplier/ Service Provider / Contractor shall promptly suspend work to the extent specified, properly care and protect all work in progress, materials, supplies and equipment etc. in its possession and control.

13. Risk Purchase:

During the subsistence of this Order or after termination of the Order, Buyer reserves the right to engage any third party at any stage, at its sole discretion for the performance of the balance, delayed, defective or abandoned scope at the sole risk and cost of the Supplier / Service Provider / Contractor, if at any point of time, it is observed that the progress of Works is not as per delivery schedule / Bar Chart / milestone or the Supplier / Service Provider / Contractor is in breach of any obligation, non-performance, defect, which is not cured/ remedied by the Supplier / Service Provider / Contractor upon notice by Buyer or if in the opinion of Buyer the Supplier/ Service Provider/ Contractor will not be able to perform the work entrusted to him or that undue delay is being caused by the Supplier / Service Provider / Contractor. Buyer shall be entitled to carry out any activities necessary to remedy the performance at the sole cost, expense and damages from the Supplier/ Service Provider / Contractor. This right is in addition to any other rights and remedies that Buyer may have under the Order, this GTC and under the law, including but not limited to termination.

14. Force Majeure:

14.1#Force Majeure" shall mean an event or circumstance or combination of events and circumstances which are beyond the reasonable control of the Parties which could not at the time of conclusion of these instruments be foreseen and that prevent either of them from wholly or partially performing any duties or obligations under the Order. #Force Majeure" shall inter alia include the following: act of government, war (whether declared or not), invasion, act of foreign or internal enemies, rebellion, terrorism, revolution, insurrection, military, or usurped power, civil war, riot, munitions of war, sabotage, natural catastrophes such as earthquake, hurricane, typhoon, epidemics, pandemics, volcanic activity, adverse severe forces of nature or Acts of God. Provided that, the following events shall not be construed as a Force Majeure: (a) financial distress of the Supplier / Service Provider / Contractor; (b) weather conditions, regardless of severity; (c) breakdown of any equipment, plant or machinery used by the Supplier / Service Provider / Contractor; (d) results from non-compliance with any applicable law by the Supplier / Service Provider / Contractor or the Supplier's / Service Provider's / Contractor's inability to obtain any permit, quota, license, clearance from any authority; (e) reduction, depletion, shortage, curtailment, or cessation of Supplier 's / Contractor's Supplies, fuel, labour or reserves; and/ or, (f) strike/ stoppage of operations by the personnel of the Supplier / Service Provider / Contractor; (g) any other event, caused or is attributable to the Supplier's/ Service Provider's / Contractor's acts/ omissions or which could have been prevented by the Supplier/ Service Provider / Contractor.

14.2 Notwithstanding anything contained in this clause, the ongoing COVID -19 pandemic outbreak shall not be deemed as a Force Majeure event, as the Parties are aware of the current outbreak of the COVID-19 at the time of finalization/ acceptance of the Order, which may impact their performance. Hence, the Parties agree to do their best to implement all reasonable mitigation measures in compliance with the existing guidelines and restrictive measures to enable the timely performance under this Agreement. Any subsequent hindrance due to evolution of COVID-19 shall be governed in accordance with the provisions of clause 14.3 to 14.5 under this GTC.

14.3 If either Party is prevented from performing any of its obligations by Force Majeure event, such Party shall give to the other Party a written notice within 14 (fourteen) days of occurrence of such events describing its effects supported by authentic evidence that are verifiable. On giving such notice, the affected Party shall be wholly or partially excused from the performance of its obligation to the extent it is so prevented by the Force Majeure condition. The Parties shall subsequently evaluate the effects and, if necessary, shall extend the Term accordingly.

14.4 The affected Party shall use all reasonable efforts to minimize any delay in its performance due to the occurrence of Force Majeure. The Parties shall bear their respective costs and expenses resulting out of such occurrence of Force Majeure as well as minimizing any delay.

14.5 If the period of non-performance or delay exceeds beyond 60 (sixty) days and the performance could not be resumed under any circumstances, then both Parties shall consult and agree on the necessary arrangement for further implementation of the Works, including termination.

15. Statutory and Ethical Compliance with Applicable Laws:

15.1 The Supplier / Service Provider / Contractor shall perform its obligations and duties diligently, prudently, honestly, efficiently and with sufficient amount of care and caution as is necessary for security and safety, reputation etc. in relation to the property and goodwill of Buyer.

15.2 The Supplier / Service Provider / Contractor will comply with the provisions of all applicable laws (including but not limited to international trade laws, statutes, ordinances, rules and regulations applicable to the scope agreed hereunder) and shall obtain all necessary and applicable clearances under the applicable laws.

15.3 The Supplier / Service Provider / Contractor undertakes to comply with all applicable laws/ statutes/ directives or regulations relating to anti-bribery, anti-corruption laws and shall promptly notify Buyer of any actual or suspected violation / breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, Buyer shall have the option to take such steps as it deems necessary to protect its interests including termination of this Order without damages or other sanctions including blacklisting.

15.4 The Supplier / Service Provider / Contractor shall ensure that it has adequate systems in place to protect and safeguard any personal or sensitive personal information that it will be dealing with and shall at all times be compliant with the data protection regulations applicable to it in the relevant jurisdictions where it operates or conducts its business.

15.5 The Supplier / Service Provider / Contractor understands that all business and other dealings, direct and indirect with embargoed entities are expressly prohibited.

15.6 Buyer is an environment friendly company and the Supplier / Service Provider / Contractor undertakes to strictly follow and comply with all applicable laws, directives and policy with respect to protection of environment, health and safety, as may be applicable or otherwise prescribed by Buyer.

15.7 If the Works requires the performance or any part thereof to be carried on the site of Buyer, then the Supplier / Service Provider / Contractor shall ensure that no scrap, wastage of any article, hazardous materials etc. is left behind at the site. The disposal of such items as stated above should be undertaken by the Supplier / Service Provider / Contractor at its sole cost, as per applicable laws and good industry practices.

15.8 The Supplier / Service Provider / Contractor shall at sole cost strictly comply with all relevant statutory Rules / Acts, labor laws and codes, notification, circulars or any amendments thereof as required by central / state / local government authorities including but not limited to minimum wages, provident fund, workmen compensation, payment of wages, labor license, work contract or any other statutory compliance applicable to its labor, Supplier's / Service Provider's / Contractor's workmen and all such personnel as may be engaged by it in relation to the performance, including any applicable register, records or clearances that shall be required to be maintained or returns to be filed with the authorities in this regard.

15.9 The Supplier / Service Provider / Contractor shall assist in any enquiry, investigation or audit initiated by the Buyer or any

Authority and disclose necessary documents and information to support and demonstrate the Supplier's / Service Provider's / Contractor's compliance with the requirement under this provision and applicable law and policy of the Buyer. Any costs or expenses incurred in this regard, shall be solely on the account of the Supplier / Service Provider / Contractor.

15.10 The Supplier / Service Provider / Contractor shall ensure that all the personnel engaged by it shall be more than 18 years of age.

15.11 Supplier / Service Provider / Contractor shall be responsible for all losses or damages caused either directly or indirectly to the Buyer due to theft, pilferage, breakage, shortage or damage to the material, Property or Work and any accident, injury, sickness or death of their personnel or otherwise during performance of the Work. The Supplier / Service Provider / Contractor shall cooperate and comply with Buyer's instructions and immediately complete necessary legal procedures. The Supplier / Service Provider / Contractor shall be solely liable for payment of necessary compensation, if required or directed, under the provisions of applicable labor law.

15.12 The costs, expenses or damages incurred by the Buyer shall be recovered from the Contractor/ Service Provider / Supplier and the Contractor/ Service Provider / Supplier shall further be liable to pay such penalty as shall be determined and deemed to be fit by the Buyer in accordance with the applicable policies and rules of the Buyer for noncompliance, negligence or default. This is without prejudice to other rights and remedies of Buyer including but not limited to termination of the Order and / or debarment / blacklisting of Contractor/ Service Provider / Supplier for future engagement.

15.13 The Supplier / Service Provider / Contractor shall abide by Buyer's disciplinary rules and regulations, safety and security guidelines, code of conduct and general business principles as prescribed from time to time. Further, the Buyer's Supplier Code of Conduct has been made available at and deemed to be incorporated by reference. The Supplier / Service Provider / Contractor shall read, understand and be solely responsible to strictly comply with the said code and violation thereof. The acceptance of Order shall be deemed acceptance of JSW Code of Conduct. The Supplier / Service Provider / Contractor shall check the above weblink from time to time in order to follow and comply with the updated codes and policies.

15.14 The Supplier/ Service Provider / Contractor hereby acknowledges and agrees that any consequence or risk resulting from any non-compliance of either any statutory provisions, approvals, mandates or any of the Buyer's applicable policies shall be at the sole risk, cost and expense of the Supplier/ Service Provider / Contractor.

15.15 Supplier / Service Provider / Contractor undertakes to furnish its actual permanent as well as present / local address in all statutory registrations / registers / returns and shall not use Buyer's address in any statutory records / returns as their address. Supplier / Service Provider / Contractor further undertake that under no circumstances their liabilities for contravention / non-compliance under any labour laws are enforceable on Buyer, as Principal Employer and in any such eventuality, Buyer, shall have the right to charge or recover such liabilities with interest and penalty from Supplier / Service Provider / Contractor.

16. Indemnity:

The Supplier / Service Provider / Contractor shall indemnify and hold harmless Buyer, its directors, officers, employees, affiliates from and against any and all claims, losses, actions, demands, statutory penalties and proceedings of third parties together with all legal expenses incurred in connection therewith arising out of any (i) personal injury, accident or death to any personnel, or for loss and damage to any property due to theft, pilferage, breakage, shortage, vandalism or otherwise, resulting from any cause arising out of and from any defect in the work or (ii) inaccuracy, breach or non-fulfillment of any of the representations or warranties or obligations of the Supplier / Service Provider / Contractor in this Order (iii) noncompliance with applicable laws or (iv) Infringement of third party intellectual property rights (v) breach of confidentiality. Pursuant to sub-clause (i) above, the Contractor/ Supplier/ Service Provider shall be responsible to bear any medical costs and expenses, which are incurred or accrued in relation to any bodily injury or accident.

17. Documents, Inspection and Audit: The Supplier / Service Provider / Contractor shall permit Buyer, or its representatives, to inspect the relevant accounts and records relating to the Works to verify compliance, upon prior notice by Buyer. The Supplier / Service Provider / Contractor shall preserve and maintain all the records, books of accounts and other related documents of evidence for statutory compliance in respect of the Works in accordance with the applicable law and produce the same as and when required by the government and regulatory authorities.

18. Set-Off / Cross Default: Buyer shall at all times be entitled to set off any present or future claims Buyer may have against Supplier / Service Provider / Contractor against any present or future debts which Buyer may have with the Supplier / Service Provider / Contractor. Buyer has a right to terminate the Order in the event of any default or breach committed by the Supplier / Service Provider / Contractor in any other contract, subcontract, work order, purchase order or any other agreement executed between Buyer and the Supplier / Service Provider / Contractor and adjust the amount of damages.

19. "#Intellectual Property Rights": shall mean and include all proprietary rights, title, interest and other names, logos, trademarks and service marks included in any material provided to the Supplier / Service Provider / Contractor by or on behalf of the Buyer, including any goodwill or other value generated in connection with their use thereof and the copyrights and other intellectual property rights provided to the Supplier / Service Provider / Contractor by or on behalf of the Buyer. The Intellectual Property Rights shall at all times be solely owned by Buyer. The Supplier / Service Provider / Contractor shall have no right to use any Intellectual Property Rights of the Buyer, except in such manner and at such times as are expressly approved by the Buyer.

20. Confidentiality: The Supplier / Service Provider / Contractor shall maintain confidentiality and shall not disclose or divulge and also prevent the disclosure or divulgence of any secret and confidential information of Buyer or its subsidiary / affiliates / group company, acquired by Supplier / Service Provider / Contractor during the course of performance under the Order or

thereafter.

21. **Assignment and Subcontracting:** Supplier / Service Provider / Contractor shall not assign or sub# contract any of its rights or obligations under this Order or any portion thereof, or any benefit or money accruing to it there under, without prior written consent of authorized person of Buyer. Buyer may however assign this Order to any of its group company and/or any third party as Buyer may deem necessary. In the event, the Contractor/ Service Provider / Supplier is engaging subcontractor for performance of the portion of the Order with prior written consent of authorized person of the Buyer, then, the subcontractor shall be bound mutatis-mutandis by all the terms and conditions of this Order including GTC, statutory compliances, safety and security guidelines and such other terms as applicable to the Contractor/ Service Provider / Supplier. The Supplier/ Service Provider/ Contractor shall provide a copy of this GTC to the sub-contractor and shall enter into an agreement with back to back stipulations of the terms agreed hereunder and ensure compliance thereof. The Contractor/ Service Provider / Supplier shall continue to be solely responsible for any non-compliance, non-performance or breach by its subcontractors.

22. **Step-in Rights:** If the scope requires procurement of supply from sub-suppliers, subcontracting the portion of performance, or such subcontracting is agreed upon by Buyer, then Buyer upon its reasonable determination, in relation to any event of default stated in this GTC or any non-payment of the Supplier / Service Provider / Contractor to the subcontractor or sub-suppliers, shall with prior written notice, have the right to take over the balance / part of the performance and directly engage any third party or the concerned sub-contractor, release payments on account of Supplier / Service Provider / Contractor to the subcontractor or sub-suppliers, as well as complete the balance performance at the risk, cost, expenses of the Supplier / Service Provider / Contractor.

23. **Waiver:** No waiver shall be effective unless made in writing and expressly agreed by the waiving party.

24. **Severability:** If for any reason whatsoever, any provision of the Order or this GTC is or becomes, or is declared by a court to be void, invalid, illegal or unenforceable, then such provisions shall be deemed to have been severed or removed, without any prejudice to the continuance in force and effect of all other provisions of the Order or this GTC.

25. **Relationship:** This Order is entered into strictly on principal to principal basis. This Order shall not operate to constitute either party as the agent, partner, employer or employee of the other or representative of the other and none of the employees/personnel of either party shall be entitled to claim any status as the employees of the other party.

26. **Amendment:** No modification or amendment to the Order shall be valid unless agreed in writing by both the Parties.

27. **Governing Law and Dispute Resolution:**

For Domestic Transaction valued up to Rs. 10 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to the courts having jurisdiction.

For Domestic Transaction valued above Rs. 10 Crores and up to Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (#Act"), as

amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties (referred to as '#Arbitral Tribunal'). The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing. The provision pertaining to 'Fast Track Proceedings' prescribed under section 29B of the Act shall be applicable to the arbitration proceedings invoked under this Clause.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

For Domestic Transaction valued above Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (#Act"), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by three arbitrators, wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed jointly by the two arbitrators so appointed by the Parties and such third arbitrator shall act as the 'Presiding Arbitrator' (collectively referred to as '#Arbitral Tribunal'). The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

For International (Import-based) Transaction valued up to Rs. 10 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to the courts having jurisdiction.

For International (Import-based) Transaction valued above Rs. 10 Crores and up to Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the rules of Singapore International Arbitration Centre

(SIAC Rules), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties (referred to as "#Arbitral Tribunal"). The seat and venue of arbitration shall be Singapore and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing. The provision pertaining to Expedited Procedure and/or Emergency Arbitration as prescribed under the SIAC Rules shall be applicable to the arbitration proceedings invoked under this Clause.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

For International (Import-based) Transaction valued above Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC Rules), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by three arbitrators, wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed jointly by the two arbitrators so appointed by the Parties and such third arbitrator shall act as the 'Presiding Arbitrator' (collectively referred to as "#Arbitral Tribunal"). The seat and venue of arbitration shall be Singapore and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

28. **Entire Understanding:** This Order shall supersede and override all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, written or verbal or anything to the contrary contained in any other documents.

29. **Non-Exclusivity:** The Supplier / Service Provider / Contractor is engaged on a non-exclusive basis. This does not in any way preclude Buyer's right to enter into similar arrangements/ orders/ agreements with any other party as Buyer may deem fit.

30. **Performance of Works for Affiliates/ other Units of the Buyer:** Any Affiliate/ other unit of the Buyer shall be entitled to avail the Supplies / Services from the Supplier / Service Provider / Contractor on the same terms and conditions.

31. **Cost and Expenses:** Each Party will bear its own costs and other expenses in connection with this Order and consummation of the transactions hereunder. All stamp duty, transfer fees and other expenses that may be payable on this GTC and all other deeds, documents or writings to be executed in relation to the Order shall be solely borne and paid by the Supplier/ Service Provider/ Contractor.

32. **Notices and Communications:** Any notice or communication, shall be made in writing in English language and shall be delivered personally or via courier or by registered post or by e-mail at such addresses as provided by the Parties. Any subsequent change in the address of either Party shall be duly communicated to the other Party at the earliest possible instance.

33. **Press Releases and Public Announcements:** No formal or informal public announcement or press release which makes reference to the Buyer and / or the terms and conditions of this Order or any of the matters referred to herein, shall be made or issued by the Service Provider/ Contractor/ Supplier without the prior written approval of the Buyer. If the Service Provider/ Contractor/ Supplier is obliged to make or issue any announcement or press release mentioned in this Clause pursuant to a requirement by law or authority, the Service Provider/ Contractor/ Supplier so obliged shall consult the Buyer as regards the contents of the said announcement or disclosure and take written approval of authorised person of the Buyer, before it is made or issued.

34. **Survival:** Upon expiry or termination of the Order, only the rights and obligations accrued prior to such expiry or termination

shall survive. Additionally, stipulations and obligations relating to risk purchase, confidentiality, indemnity, dispute resolution, jurisdiction, governing law, miscellaneous shall remain in full force and survive any termination/ expiry of the Order.

35. Cumulative Rights: Notwithstanding anything specifically mentioned in this GTC, all rights and remedies available with the Buyer under this GTC shall be without prejudice to and in addition to any other right and remedies available with the Buyer under law and equity.