

International Aerospace Manufacturing Pvt Ltd

(Joint Venture of Rolls Royce & Hindustan Aeronautics Limited)

Survey No 03, Kempapura Village, Varthur Hobli,

Bangalore East Taluk, Bangalore -560 037

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PURCHASE ORDER

Vendor code: 1064 Connectivity IT Solutions Pvt Ltd No.1877, 3rd Floor, Gangothri, 31st Cross, 10th Main, Banashankari 2nd Stage, Bangalore 560070 Kind Attn: Ph. No: Email : dharmik@connectivitysolutions.in GSTIN : 29AAGCC1283L1ZC	Purchase Order No	101503
	PO Revision	0
	PO Approved Date	24-OCT-18
	PR NO.	8085
	PCM Ref.	4362

Line No	Part No/Item Description	HSN/SAC No	Rev	Quantity	UOM	Delivery Date	Unit Price INR	Line Total INR
1	1SMNGMTA01,Management & Consultancy Charges			12.00	Each	31-OCT-19	189519.50	2274234.00

Amount In words INR-Twenty-Six Lakhs Eighty-Three Thousand Five Hundred Ninety-Six Only	Total Value	2274234.00
	CGST @ 9%	204681.00
	SGST @ 9%	204681.00
	Grand Total	2683596.00

TERMS & CONDITIONS

Quote Reference	repeat order
Payment Terms	100% payment Against Delivery
Delivery Terms	Delivered at Place, IAMPL,BANGLORE
Mode of Transportation	by road
Packing	price included
Inspection Terms	acceptance by iAMPL
Installation & Commissioning	NA
Warranty	NA
Insurance	NA
Bill to & Ship to Address	International Aerospace Manufacturing Pvt Ltd Survey No.3 Kempapura Village Varthur Hobli Bangalore East Taluk Bangalore,KA 560037
Taxes & Levies	IAMPL Is a 100% Export Oriented unit

Special Notes:

IAMPL terms and conditions are applicable to this order. All supply and services would be as per the Quotation agreed upon.
Delivery date in the Order is the Latest date of delivery at IAMPL.
Mention IAMPL Item code/Part No, Purchase order No., Shipping address on your invoices & Certificate of Conformance (CoC)
Invoice and CoC to be submitted along with every Delivery as applicable
All invoices and other documents shall be addressed to Billing Address mentioned on the PO.
Send soft copies of Invoice and shipping Documentation to logistics@iAMPL.co.in

Receipt and Acknowledgement :

Kindly acknowledge the PO on receipt. Order confirmation/Acceptance of this PO along with enclosed Terms and Conditions should be communicated to Buyer, IAMPL within 7 days from the date of receipt of this PO. In the event of no communication received, it will be construed that, this Purchase Order along with enclosed Terms and Conditions are accepted by the supplier

GSTIN: 29AACCI4063N1Z6, CST Reg. No: 29890651120, TIN No : 29890651120, PAN. No: AACCI4063N, CIN No: U29253KA2010PTC054509

Order acknowledgement by Supplier	For International Aerospace Manufacturing Pvt Ltd
Name	Approved By Balasubramanyan, Mr. Seenivasan
Designation	Approved Date 24-OCT-18
Signature & Stamp of the Company	

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TERMS & CONDITIONS

1. These general conditions of purchase including the Country Schedule(s) attached hereto in relation to the International Aerospace Manufacturing Private Limited (IAMPL) issuing a purchase order ("GCP") together with the terms and special conditions appearing on a purchase order ("Order") and any executed supply agreements concerning the Deliverables between the Parties ("Supply Agreement") and applicable Government terms together called "Procurement Conditions" are the only conditions on which IAMPL procures services or goods or both ("Deliverables"). International Aerospace Manufacturing Private Limited (or "IAMPL") means the entity or entities that have signed a Supply Agreement or created a contract with the supplier accepting an Order ("Supplier"). Such IAMPL entity or entities will be severally but not jointly liable under the Procurement Conditions. Any terms other than the Procurement Conditions will be null and void.
2. **TITLE:** Title to goods will pass to IAMPL upon receipt by IAMPL.
3. **DELIVERY:** Timely delivery in accordance with the Order is a material condition of the Procurement Conditions. Unless otherwise agreed by the Parties, Deliverables will be delivered to CIF, IAMPL Bangalore (INCOTERMS 2000) If the delivery times as set out in the Order cannot be met or at any time at IAMPL's request, the Supplier will provide prompt information to IAMPL as to the causes and the mitigation action it proposes to take. Such extension of delivery time is subject to the discretion of IAMPL and IAMPL is entitled to cancel the Order, without prejudice to any other rights available to it. The Supplier should indicate the Order number while delivering the Deliverables. Deliverables without Order number will not be accepted. The Deliverable should be accompanied with test certificate / Supplier inspection report /COC) as applicable. If the Supplier delivers NC Product NC Notification shall be given by the Supplier within 3 days of such delivery.
- PRICES, INVOICES AND PAYMENT**
 - 3.1. The price stated on an Order is inclusive of all duties, levies and taxes in the country of origin of the Deliverables.
 - 3.2. Where the Procurement Conditions require the Supplier to submit an invoice, the Supplier will post invoices to IAMPL's Purchase Accounts Department at the address on the Order on the day on which Deliverables are dispatched or completed. The invoice will include the IAMPL Order number.
4. **IAMPL PROPERTY:** Any items held by the Supplier which IAMPL has paid for in full or which IAMPL may have loaned, bailed, consigned or supplied to the Supplier for the execution of an Order will be at the Supplier's risk until delivered to IAMPL. The Supplier will be fully liable for any damage caused to such items whilst in its possession. The Supplier will retain such items in good condition during performance and after completion of an Order and will not dispose of such items except in accordance with IAMPL's written instructions nor will such items be used other than for the purpose of such Order without IAMPL's prior written consent. The Supplier will ensure that such items are at all times identified as the property of IAMPL and do not become the subject of any encumbrance.
5. **GOODS & SERVICES TAX ("GST")**
 - (a) The Supplier warrants that the Supplier is registered for GST when the Supplier enters into this Agreement; and will notify INTERNATIONAL AEROSPACE MANUFACTURING PVT LTD if it ceases at any time to be registered for GST.
 - (c) INTERNATIONAL AEROSPACE MANUFACTURING PVT LTD warrants that INTERNATIONAL AEROSPACE MANUFACTURING PVT LTD is registered for GST when INTERNATIONAL AEROSPACE MANUFACTURING PVT LTD enters into this Agreement; and will notify the Supplier if it ceases to be registered for GST.
 - (d) Any consideration to be paid or provided to the Supplier for the provision of Goods made by the Supplier under or in connection with this Agreement, unless otherwise stated, is exclusive of GST.
 - (e) Despite any other provision in this Agreement, if a party (Supplying Party) makes a taxable supply or transaction under or in connection with this Agreement on which GST is imposed:
 - (i) the consideration payable or to be provided for that supply or transaction under this Agreement but for the application (GST Exclusive Consideration) is increased by, and the recipient of that supply (Receiving Party) must pay to the Supplying Party, an amount equal to the GST payable by the Supplying Party to the tax authorities on that supply; and
 - (ii) the amount by which the GST Exclusive Consideration is increased must be paid to the Supplying Party by the Receiving Party without set off, deduction or requirement for demand, at the same time as the GST Exclusive Consideration is payable or to be provided, but not before a Tax Invoice is issued by the Supplying Party.
 - (i) Provided the Receiving Party is registered for GST, the gross up amount for GST) is only payable to the Supplying Party if the Supplying Party issues a Tax Invoice for that supply or transaction within the time limits set out in the GST Law that will allow the Receiving Party to claim an Input Tax Credit.
 - (ii) In the event of default or non-compliance of the GST laws on the part of the supplier and International Aerospace Manufacturing Pvt. Ltd. incurs any liability, the supplier should reimburse the loss suffered or liability incurred by International Aerospace Manufacturing Pvt. Ltd. on account of default or Non-compliance of the supplier.
6. **QUALITY and WARRANTY:**
 - 6.1. To the extent applicable for the performance of an Order, Supplier will comply with all quality requirements of IAMPL, all specification requirements and any other quality requirements set out in an Order. Notwithstanding the problem resolution process and without prejudice to IAMPL's other rights and remedies, IAMPL reserves the right to procure Deliverables from alternate sources in order to meet customer requirements if the Supplier fails to adhere to the Procurement Conditions. The Supplier will inspect and release Deliverables in accordance with IAMPL requirements and any procurement conditions.
 - 6.2. The Supplier warrants that all Deliverables will conform to the Procurement Conditions and will be free from defects in material, workmanship and, where the Supplier has responsibility for design, free from defects in design.
 - 6.3. If Deliverables do not conform to the requirements set out in Clause 6.1 above ("Non-Conformance") and without prejudice to IAMPL's other rights and remedies which IAMPL may have, the Supplier will promptly replace or, where appropriate, repair or rectify any such Non-Conformance at its own expense within 30 days of receipt of written notice of Non-Conformance. If the Supplier fails to promptly repair, rectify or replace any Non-Conformance, IAMPL may, without prejudice to its other rights and remedies, (i) choose to accept the Non-conformance and IAMPL will be entitled to reasonably adjust the Order price; or (ii) rectify or arrange to have rectified such Non-Conformance, at the cost of the Supplier; or (iii) reject the relevant Order or (iv) if the Non-Conformance or delay in delivery time persists for three consecutive supplies, IAMPL reserves the right to delist the Supplier; or (v) if the Supplier fails to take corrective measures to repair or rectify the Deliverables for three consecutive supplies, IAMPL reserves the right to delist the Supplier. IAMPL reserves the right to conduct test on the sample. In the event IAMPL identifies any defect in the sample, IAMPL shall be entitled to reject the entire Deliverables supplied under the relevant Order.
 - 6.3.1 In case of any Non-Conformance goods shipped (or) delivered to IAMPL, supplier shall Notify IAMPL, immediately/within 24 Hrs of confirmation of Non-Conformance Goods escaped from the supplier premises.
 - 6.4. The supplier is fully responsible and accountable for the quality, cost and delivery performance of all sub-tier suppliers to their business, in respect of those goods or services ultimately delivered to IAMPL.
 - 6.5. The flow down of Corrective action requirements, to sub tier suppliers (Excluding catalogue or proprietary items).
 - 6.6. Right of access to IAMPL, its customers and Regulatory authorities to all facilities involved in the purchase order and to all applicable records.
 - 6.7. The information to be given by the supplier, in case of change in process Methodology other than the one approved and obtain IAMPL approval, as applicable.
 - 6.8. Material should have 'warning' note indicated if any special precaution is to be taken, for storing. Suppliers should also send "Material Safety Data sheet".
 - 6.9. Date of manufacture and expiry date, if any should be prominently indicated.
 - 6.10. The supplier shall have appropriate control processes for sub-tier supplier management, assessment and improvement / development in order to ensure the required quality standard.
 - 6.11. The Supplier will ensure that it and its personnel will comply with all relevant IAMPL codes of practice. The Supplier agrees that IAMPL/its customers/regulatory authorities will have the right to enter the Supplier's facilities at reasonable times to inspect the facility, Deliverables, materials and any property of IAMPL including the records relating to this arrangement. Such inspection will not constitute or imply acceptance of any Deliverables. The records relating to the Deliverables and the related process shall be maintained by the Supplier as per the "Retention Period for Records" Retention Period

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for Records – applicable as defined in SABRE(Rolls Royce supplier global portal)

- 6.12. The Supplier will ensure that the Deliverables are packed as per the requirement provided in the Order. Further, the Deliverables should be properly identified. For instance with heat number/Batch number/ Lot number/Dispatch Advice reference / RDC number etc. The packaging of the Deliverables should prominently indicate the date of manufacture and the expiry date, if applicable. If the Deliverables require any special storing conditions or special precaution, the same should be indicated to IAMPL. The Deliverables should be accompanied with a "Material safety data sheet".
- 6.13. The supplier has to follow the configuration management for the process, if the supplier is not AS 9100 certified. The supplier can use the standard ISO10007 as guidelines for establishing the configuration management process. The information to be given by the supplier, in case of change in process Methodology other than the one approved and obtains IAMPL / Rolls-Royce approval, as applicable.
- 6.14. Supplier has to comply with the QMS requirements as defined in our customer's supplier global portal available at www.suppliers.rolls-royce.com.
- 6.15. The Supplier will be fully responsible and accountable for the quality, cost and delivery performance of all sub-tier suppliers, appointed by the Supplier, for the supply of Deliverables to IAMPL.
- 6.16. The Supplier shall have appropriate control processes for sub-tier supplier management, assessment and improvement / development in order to ensure the required quality standard.

7. TERMINATION

- 7.1. Without prejudice to any rights and remedies, IAMPL may cancel or amend an Order in whole or in part by giving the Supplier written notice, identified as a "Notice of Cancellation or Amendment", whereupon all work on that Order will cease or stand amended. IAMPL will pay the Supplier the price of all Deliverables which the Supplier has justifiably produced and completed in accordance with such cancelled or amended Order or part of the Order and which IAMPL has not paid for and the cost to the Supplier of any justified work in progress in respect of such Order.
- 7.2. The amount payable to the Supplier under Clause 7.1 above will not exceed the total amount that would have been payable to the Supplier for the Deliverables and payment is subject to the Supplier submitting its notice of claim within 2 calendar months of the cancellation or amendment date. Any finished Deliverables and any work in progress paid for by IAMPL under Clause 7.1 above will be delivered to IAMPL or be held by the Supplier as IAMPL property in accordance with clause 5 above.
- 7.3. If IAMPL has reasonable grounds for believing the Supplier will be unable to substantially fulfill its obligations, IAMPL may require the Supplier to provide reasonable written evidence that the Supplier will fulfill its obligations. If the Supplier fails to provide such evidence within 30 days of IAMPL's request, IAMPL may treat that failure as a material breach and terminate the relevant Order or any agreement relating to the Deliverables in whole or part, without any further liability.
- 7.4. Either Party has the right, without prejudice to its other rights and remedies, to terminate any Order or the Supply Agreement without liability, if the other Party commits any material breach of any of its obligations under the Procurement Conditions which it fails to rectify within 30 days of written notice of that breach (no notice period will apply for a breach of delivery terms) or makes a general arrangement with its creditors; or ceases or threatens to cease to carry on its business or a substantial part of it or is unable to pay its debts within the meaning of the applicable law as defined below; enters into liquidation whether compulsory or voluntary, except as a solvent company for the purposes of amalgamation or reconstruction; or has an administrator or administrative receiver of the whole or part of its assets appointed.
- 7.5. Each Party will effect termination under this Clause 7 by issuing a Notice of Termination in writing to the other Party.

8. INTELLECTUAL PROPERTY:

- 8.1. "Intellectual Property" or "IP" includes any and all inventions whether or not patentable, utility models, trademarks, component designs or manufacturing processes and any improvements or enhancements thereto, copyrights and moral rights, database rights, trade secrets and know-how, in each case whether registered or unregistered, and also including identified technical and non-technical or business-related information such as specifications, computer programs, drawings or blueprints.
- 8.2. Any and all IAMPL owned or licensed Intellectual Property including, without limit, designs, drawings, processes and developments which may be supplied to the Supplier pursuant to any Order or the Services Agreement (as defined in the Supply Agreement) will remain the sole and undivided property of IAMPL and/or its licensors. The Supplier will use such Intellectual Property and Intellectual Property rights only for the purposes of performing its obligations under the Procurement Conditions and not otherwise.
- 8.3. If any allegation is made or any claim asserted against IAMPL, or any person claiming title from or through IAMPL, that any act done or proposed to be done in relation to Deliverables constitutes a violation or infringement of any patent, copyright, registered design or other proprietary right held by a third party, the Supplier will advise IAMPL as to the grounds of defense against such allegations and IAMPL and the Supplier will indemnify IAMPL for costs, claims and damages howsoever arising from such allegation.
- 8.4. In addition to the indemnity set out in Clause 8.3 the Supplier will procure for IAMPL a worldwide, non-exclusive, royalty-free, irrevocable license to manufacture, use and sell the Deliverables or have such replaced with substantially equivalent non-infringing Deliverables.

9. PROPRIETARY INFORMATION:

- 9.1. "Proprietary Information" means all commercial, financial, technical or operational information, and any intellectual property not publicly known or available, which by its nature is confidential, and such information that has been or may be disclosed or otherwise made available in whole or in part to a receiving Party or any representative in any form or medium. The Parties agree to exchange and disclose to each other certain of their Proprietary Information. Such information may include hardware, software, component design, manufacture, inspection, repair and overhaul, business information relating to supplies, pricing, costs, profits, business plans and strategies, customer or vendor lists and legal or financial advice. Documents containing Proprietary Information should be marked as "Proprietary," and for non-US purposes the term "Confidential" may be used instead however, the Parties agree that such information will be considered Proprietary Information, even if it is inadvertently not marked as such., Proprietary Information will be disclosed only as necessary and only for the purpose of fulfilling an Order. Title to any Proprietary Information will not be affected by any such exchange or disclosure.
- 9.2. Any Proprietary Information disclosed by one Party to the other in connection with an Order or a proposed Order will be treated in confidence and will not be copied or disclosed to any third party without the prior written consent of the disclosing Party. The Parties will indemnify and hold each other harmless in the event of any breach of such provisions.
- 9.3. These provisions do not apply to Proprietary Information that: (i) is in the public domain at the time of receipt by the receiving party through no fault of the receiving party; (ii) is lawfully received by the receiving party from a third party who is without an obligation of nondisclosure; (iii) is developed by the receiving party independently of the Proprietary Information, as established by extrinsic evidence, or (iv) is known by the receiving party at the time of receipt.
- 9.4. The receiving party will make only such copies or duplicates of any Proprietary Information as are necessary for the purposes contemplated. All copies will be maintained in confidence in the same manner as the originals from which the copies were made.
- 9.5. Upon expiry or termination of an Order, the receiving party will destroy, or return upon request, any Proprietary Information, including all copies, belonging to the other party disclosed in relation to that Order. The receiving party acknowledges that it has no rights of use in or to such Proprietary Information after the return date or date of destruction.
- 9.6. If the receiving party or any of its representatives believes it is required by law or is otherwise obliged to disclose any Proprietary Information to any third party for any reason, the receiving party will provide the disclosing party with immediate written notice of such requirement or obligation (together with a copy of any relevant access request, court order, or other evidence giving rise to such belief) to enable the disclosing party to seek appropriate protective relief or to take steps to resist or narrow the scope of any required disclosure. The receiving party will co-operate with the disclosing party with respect to such matters and will in any event disclose only such Proprietary Information as it has ascertained, after taking legal advice, it is legally compelled to disclose, and will ensure to the best of its ability that all Proprietary Information so disclosed is accorded confidential treatment. The receiving party will always notify the disclosing party in writing of the means, content and timing of such disclosure prior to such disclosure being made.
- 9.7. Notwithstanding the Supplier's obligation to obtain IAMPL written permission to disclose IAMPL Proprietary Information to a third party, the Supplier will procure that all IAMPL Proprietary Information supplied by IAMPL under any Order that is in the possession of the Supplier's sub-tier suppliers, sub-contractors and agents will be held in confidence and that it will take all necessary steps and actions to ensure that any such third party complies with all confidentiality provisions herein. The Supplier will indemnify and hold IAMPL harmless in the event of any breach of such provisions by any such third parties. Furthermore, the Supplier will notify IAMPL immediately on becoming aware of a breach or a potential breach and will inform IAMPL of what actions it is taking to prevent or remedy such breach or potential breach to ensure risks to IAMPL are mitigated. IAMPL reserves the right to take its own action against any such third party that misuses or that might reasonably misuse its Proprietary Information and to direct the Supplier to take certain actions.
- 9.8. The receiving party will maintain and reproduce on all copies (including electronic documents), the proprietary markings and other legends contained on the Proprietary Information, and the receiving party will not add any further markings to such Proprietary Information without the prior written consent of the disclosing party. In addition, the Supplier will not without the prior written consent of IAMPL, use any IAMPL Proprietary Information to manufacture, supply, design, develop, sell, or provide goods, work, or services to any third party.

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10. CONTROLLING INTEREST:

- 10.1. "Competitor" means the acquirer or any entity that is in the same corporate structure as such acquirer, including but not limited to parent, subsidiary, joint venture company, in competition with IAMPL in respect of the design, development, manufacture, repair or sale of gas turbine engines, and "Controlling Interest" means any interest sufficient to give the power to secure by law or corporate action the ability to direct and conduct the business of the Supplier.
- 10.2. While the Supplier is under contract to IAMPL, if a Competitor acquires or is in due diligence to acquire a Controlling Interest in the Supplier, its sub-contractor or any holding company, subsidiary or division of the Supplier performing under an Order, the Supplier will immediately notify IAMPL in writing of the actual or potential acquisition, subject to regulatory or statutory obligations and the identity of such likely acquirer.
- 10.3. If the third party directly or indirectly acquiring a controlling interest in the Supplier is a Competitor, then IAMPL may, without prejudice to any other rights and remedies it may have, immediately by written notice terminate an Order or the Supply Agreement in whole or part.

11. PERSONAL INFORMATION:

If the either Party deals in the personal information of any employee or contractor of the other Party, the receiving Party will at a minimum and regardless where it is located and whether it is the controller or processor of such information, comply at a minimum with disclosing Party's instructions, and the relevant laws on the protection of personal information in the jurisdiction of the disclosing Party. The Parties will indemnify and hold each other harmless in the event of any breach of this Clause.

12. Export Laws:

The Parties acknowledge that any information provided or received may be subject to export control laws and regulations and each of the Parties agree that they will strictly comply with all applicable requirements under such laws and regulations. As such, each Party warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any information or Deliverables without complying in all respects with the applicable export control legislation, codes of conduct, relevant export license(s), guidelines, notices and instructions in relation to any export or transfer of information or Deliverables.

13. INDEPENDENT CONTRACTOR:

Neither Party will (i) represent itself as the agent or partner of the other Party; nor (ii) do anything (or omit to do anything) which might result in any person believing that such Party has the authority to contract or enter into commitments on behalf of, or in the name of, the other Party.

14. PUBLICITY:

Neither Party will use the other Party's name or trademarks in any publicity without the other Party's prior written permission.

15. WAIVER AND REMEDY:

The rights of a Party may be exercised as often as it considers appropriate, are cumulative and apply in addition to its rights under the general law and may only be waived, specifically and in writing. Not exercising or a delay in exercising a right is not a waiver of that right.

16. CONFLICT:

If there is a conflict of terms the order of precedence will be:

1. Any applicable Government terms;
2. Terms appearing on the front of an Order other than Government terms;
3. The Supply Agreement;
4. The statement of work; and
5. The GCP.

17. TRANSFER AND THIRD PARTY RIGHTS:

No Party will assign or otherwise transfer any of its rights or obligations. Nothing in the Procurement Conditions will be construed as creating any rights in respect of any third parties (including, without limitation, any employee, officer, agent, representative or sub-contractor of any Party) under, as a result of, or in connection with the Procurement Conditions.

18. NOTICES:

All non-legal notices to be served under any Order must be in writing and addressed to the Party at the address on the Order. Such notices may be delivered by hand or sent by fax or recorded delivery post. Service of legal notices will comply with the relevant provisions in the relevant Country Schedule.

19. AMENDMENTS:

The Procurement Conditions will not be amended other than by an agreement in writing signed by an authorised signatory of the Parties concerned, which is expressly stated to amend the Procurement Conditions.

20. Severability:

If any provision of the Procurement Conditions becomes illegal, invalid or unenforceable in any jurisdiction in relation to any Party, that provision will not invalidate the remaining provisions or affect the legality, validity or enforceability of that or any other provision in any other jurisdiction.

SURVIVAL:

The provisions of clauses 5 - 9, 11, 12 and 14 - 23 and such clauses as stated to survive in any relevant Country Schedule will survive any expiry or earlier termination or after the Order becomes impossible of performance or is otherwise frustrated.

21. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations hereunder will be excused if, and to the extent that it is caused by an event or occurrence not reasonably foreseeable and beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, free issue raw material, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, inability to obtain power, material, labour, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) will be given by the affected party or the other party as soon as possible but in any event not later than 5 days. During the period of such delay or failure to perform by Supplier and after prompt notice from Supplier to IAMPL of the occurrence of such an event, IAMPL, at its option, may purchase Deliverables from other sources and reduce its requirement to Supplier by such quantities, without liability to Supplier, or have Supplier provide the Deliverables from other sources in quantities and at times requested by IAMPL and at the price set forth in the Order. If requested by IAMPL, the Supplier will, within 10 days of such request, provide adequate assurances that the delay will not exceed 30 days. If the delay lasts more than 30 days, IAMPL may immediately cancel an Order without liability. The Supplier will in any event, make all reasonable endeavours to mitigate the effects of any delay. For the avoidance of doubt, strikes, lock outs or other industrial action or disputes specific to the Supplier and/or its subcontractors or agents shall be considered a force majeure event for 30 calendar days only and not thereafter.

22. GOVERNING LAW AND JURISDICTION:

22.1.

The Procurement Conditions are governed by and will be construed in accordance with, Indian Law. In the event of any Dispute, controversy or claim arising out of or in connection with Procurement Conditions, including the existence, breach, termination or validity of it, either Party may serve formal written notice on the other Party that a Dispute has arisen ("Notice of Dispute"). The Parties shall use all reasonable endeavors for a period of 20 Business Days from the date on which the Notice of Dispute is served by a Party on the other Party (or such longer period as agreed by the Parties) to resolve the Dispute on an amicable basis.

22.2.

If the Parties are unable to resolve the Dispute by amicable negotiation within the time period referred to in Clause 24.1, the Dispute shall be immediately referred to the respective Chief Procurement Officer or their delegated authority ("CPO") of the Parties who shall attempt, for a period of 40 Business Days (or such longer time as the Parties may agree in writing) from the expiry of the time period referred to in Clause 24.1, to resolve the Dispute. In the event that the CPO are unable to resolve the Dispute within the stated time period (or such longer period as agreed by the Parties), the Dispute shall be resolved in accordance with Clause 24.3 below

22.3.

Subject to Clauses 24.1 to 24.2, the Dispute shall be referred to and finally resolved by three arbitrators appointed in accordance with the rules of the International Chamber of Commerce ("ICC"). For the avoidance of doubt the Parties shall have the right to appoint one arbitrator each and the third arbitrator shall be appointed by the ICC who shall act as chairman of the arbitral tribunal. The arbitration shall take place in Singapore. The language to be used in the arbitral proceedings shall be English. The Parties shall have the right to seek interim relief from a court of competent jurisdiction, at any time before and after the arbitrators have been appointed, up until the arbitrators have made their final award.

22.4.

Unless the parties expressly agree in writing to the contrary, the Parties undertake as a general principle to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.

22.5.

The Parties shall continue performance of their respective obligations herein contained, notwithstanding any arbitration proceedings unless such obligations itself is the subject matter of such arbitration.

22.6.

The Parties shall not be entitled to invoke or claim sovereign immunity of jurisdiction or execution in any judicial or arbitral proceeding concerning the Procurement Conditions.

22.7.

If the Supplier is based outside the India, it will provide the name and contact details of its process agent for service of process in any proceedings before the Indian courts. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Supplier must immediately appoint another agent and notify IAMPL the details of such agent. The Supplier agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This clause does not affect any other method of service allowed by law.

22.8.

All non-Indian based Suppliers: (a) waive any objection to the courts of India on grounds of inconvenient forum or otherwise as regards proceedings in connection with the Procurement Conditions, and (b) agree that a judgment or order or a court of India in connection with the Procurement Conditions be binding on it and may be enforced against it in the courts of any other jurisdiction; and (c) represents and warrants that it is subject to civil and commercial law with respect to its obligations and that neither it nor its assets enjoys any right of immunity from set-off, suit or execution and it hereby waives any immunity it may have inconsistent with the foregoing.

22.9.

For the purposes of this Clause 24 the following definitions shall apply; "Business Day" means a day (other than a Saturday or Sunday) on which business related to this Agreement is carried out in India; and Dispute" means a dispute arising out of or in connection with, or the performance the Procurement

Registered& Business office

International Aerospace Manufacturing Pvt Ltd,

Survey No 03, Kempapura Village,Varthur Hobli,Bangalore East Taluk, Bangalore -560 037

International Aerospace Manufacturing Pvt Ltd

(Joint Venture of Rolls Royce & Hindustan Aeronautics Limited)

Survey No 03, Kempapura Village, Varthur Hobli,

Bangalore East Taluk, Bangalore -560 037

www.iAMPL.co.in



Conditions, validity or enforceability of such conditions.

23. **PAYMENT TERMS:**

23.1. IAMPL will electronically transfer undisputed payment to the Supplier at the end of the week 60 days after the date of Bill of Lading on which the relevant goods have been shipped or (as defined in the PO), provided that the Supplier has supplied such goods in accordance with the Procurement Conditions and, where the Supplier is required to submit an invoice, such invoice is accurate and was received by IAMPL's Purchase Accounts Department within 7 days of dispatch or completion of goods or services. If such Friday is not a normal banking day then electronic transfer of payment will be on the next banking day. Without prejudice to IAMPL's other rights and remedies, IAMPL may deduct from any payments due to the Supplier under any Procurement Condition the amount of any bona fide contra accounts or other claims that IAMPL may have against the Supplier in connection with the Procurement Conditions or any other agreement.

23.2. If delivery is delayed other than for reasons set out in clause 23, the Supplier will pay IAMPL liquidated damages at the rate of 0.5% (half of one percent) of the value of the delayed Deliverables for each complete week of delay up to a maximum of 5% (five percent) of such value to compensate IAMPL for its internal administration costs only.

24. **PROVIDING SERVICES ON AN IAMPL SITE:**

24.1. The Supplier will indemnify IAMPL against any liability claim or proceedings howsoever arising in respect of death or personal injury to any person or any liability, arising out of or caused by the carrying out or provision of the Deliverables or usage of the Deliverables or supply of defective or faulty Deliverables, unless due to negligence by IAMPL or its employees, and any damage whatsoever to any property real or personal, arising out of or caused by the carrying out or provision of the Deliverables or usage of the Deliverables or supply of defective or faulty Deliverables, provided that the same is due to any act, omission or default of the Supplier or its employees, servants or agents and will maintain such insurances as are necessary to cover its liability. The Supplier will produce for inspection documentary evidence that the insurances required under this clause 26 are properly maintained, if required to do so by IAMPL.

24.2. If the Supplier fails to obtain insurance as required under this clause, IAMPL may itself take out such insurance at the Supplier's cost and expense.

25. **LEGAL NOTICES:**

25.1. All legal notices must be written in English and subject to clause 24.2, be delivered by hand or by registered or certified post to the address of the party listed in the relevant Order for the attention of the receiving party's company secretary or equivalent person in charge of legal compliance. Legal notices will not be effective if sent by fax.

25.2. Any communication will be deemed to be given as follows: (a) if delivered in person, at the time of delivery, or (b) if sent by commercial courier service or registered or certified post at the date and time of signature of delivery receipt provided that in each case where delivery occurs after 6.00pm on a business day at the recipient's location or at any time on a day which is not a business day, service will be deemed to occur at 9.00am on the next following business day.

25.3. IAMPL or the Supplier may change the name and address for service by giving not less than 5 business days' notice to the other.

26. **SURVIVAL:** All the provisions of this GCP will survive any expiry or earlier termination or after the Order becomes impossible of performance or is otherwise frustrated.