

General Terms & Conditions of Contract Procurement of Goods and Services

1. Definitions & interpretations

1.1 Definitions:

In construing the Contract the following words and expressions shall have the meanings hereby assigned to them:

- (a) **Buyer:** Fujairah Gold FZC, having its registered office at P.O Box 3992, Fujairah Freezone 2, Fujairah, UAE (unless otherwise stated on the Purchase Order).
- (b) **Conditions:** The General Conditions of the Contract.
- (c) **Contract:** the Purchase Order and the Seller's acceptance of the Purchase Order.
- (d) **Good Industry practice:** The exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced Seller, equipment manufacturer applying the standards generally adopted by Indian/International Seller.
- (e) **Goods:** any goods agreed in the Contract to be bought by the Buyer from the Seller (including any part or parts of them), including goods required to be delivered in performance of the Services and goods returned to the Seller for repair in accordance with the Contract, as further described in the Specification, if any.
- (f) **Law:** any legislation, order, directive, or other legal or regulatory requirement in any relevant jurisdiction, from time to time.
- (g) **Party:** the Buyer or the Seller, as the case may be.
- (h) **Purchase Order:** the Buyer's written (which, for the purposes of this definition, includes electronic communications) instruction to the Seller to supply the Goods and/or Services, incorporating these conditions (including the schedules) and the Specification.
- (i) **Representative:** in respect of the Buyer and the Seller, the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Buyer or the Seller in writing to the other from time to time, which will include amongst others consultants engaged by the Party.
- (j) **Seller:** the person, firm or company identified on the Purchase Order as the provider of Goods and/or Services.
- (k) **Services:** any services agreed in the Contract to be bought by the Buyer from the Seller and as set out in the Specification or to be rendered in connection with the delivery of the Goods to be delivered.
- (l) **Site:** means the location or locations identified in the Purchase Order, as the actual place or places provided or made available by the Buyer, to which Goods are to be delivered or where works are to be done by the Seller.
- (m) **Specification:** the Specification or scope attached to or clearly referred to in the Purchase Order, to include all documents, standards and drawings therein referred to.
- (n) **Supplies:** all supplies agreed to be performed by the Seller in the Purchase Order.

1.2 Interpretation:

- (a) All the words and expressions used in this Contract shall unless repugnant to the context have the same meaning as are respectively assigned to them in the Contract.
- (b) References in the singular shall include references in the plural and vice versa.
- (c) References to a particular Clause, sub-Clause or Schedule shall, except where the context otherwise requires, be a reference to that Clause, or sub- Clause or Schedule.
- (d) The headings are inserted for convenience and are to be ignored for the purposes of interpretation or the particular part of the contract construction.
- (e) Grammatical mistakes and slips, if they are present in this contract shall not be considered as contradictions.
- (f) The Schedules to these Conditions form part of this condition and will be in full force and effect as though they were expressly set out in the body of these Conditions.
- (g) In the event of inconsistency between the provisions of these conditions and the Purchase Order or writing between the parties hereto, the provisions of the Purchase Order shall prevail.
- (h) Whenever provision is made for the giving of notice, approval or consent by any Person, unless otherwise specified such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- (i) Subject to the Buyer notifying the Seller in writing and in explicit terms that (a) these conditions do not apply to the Contract or (b) the Buyer agrees to be bound to specified variations to these conditions for the purposes of the Contract, these conditions are the only conditions upon which the Buyer contracts with the Seller and they shall govern the Contract to the entire exclusion of all other terms or conditions. In the event of any conflict between these conditions and a Purchase Order the Purchase Order will prevail.
- (j) Each Purchase Order which the Buyer sends to the Seller shall be deemed to be an offer by the Buyer to buy Goods or Services subject to these conditions and no Purchase Order shall be accepted until the Seller either expressly by giving notice of acceptance, or impliedly by commencing to fulfil the Purchase Order, in whole or in part accepts the offer.
- (k) No terms or conditions endorsed upon, delivered with or contained in the Seller's quotation, acknowledgement or acceptance of a Purchase Order, specification or other document shall form part of the Contract and the Seller waives any right which it otherwise might have to rely on such terms and conditions.

2. Representation

2.1 The Seller represents that it has :

- (i) examined the Purchase Order in depth and is familiar with its terms;
- (ii) the necessary experience and proper qualifications to supply the goods or perform the services contemplated under the Purchase Order;
- (iii) reviewed and examined all applicable laws, codes and standards (including health, safety, environmental and security requirements); and
- (iv) carefully reviewed all documents, plans, drawings and other information that it deems necessary regarding supply of the Goods and/or its performance of the services under the Contract.

2.2 The Seller represents that it will not be in violation of any provisions of any applicable laws, its byelaws or charter, or any indenture, agreement or instrument to which it is a party or by which it or its property may be bound or affected in execution, delivery and performance of this Contract. This Contract has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller, enforceable in accordance with its terms, except as such enforceability may be limited by Bankruptcy, insolvency, or similar events which may arise in future.

2.3 The Seller confirms that it is not a party to any legal, administrative, arbitral, investigational or other proceeding or controversy which is pending, or, to the best of his knowledge, threatened, which would adversely affect its ability to perform this Contract.

2.4 The Seller represents that neither it, nor any of its suppliers is engaged in any practice inconsistent with the Child Labour (Prohibition and Regulation) Act, 1986, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development. Any breach of this representation shall entitle the Buyer to terminate this Contract immediately upon notice to the Seller, at no cost to the Buyer.

2.5 The Seller represents that it does not discriminate against anyone unlawfully, or treat anyone unfairly, on the grounds of their sex, gender identity, marital, or family status. The Seller further represents that anyone acting on its behalf, its employees and sub contractors involved in the Contract do not do so either, and that those involved in the management or operation of the Contract receive appropriate training on equal opportunities, equal remuneration, prevention and prohibition of sexual harassment of women at work place and associated good practices.

3. Warranties

3.1 The Seller warrants that the Goods and the Services shall:

- (a) conform to the Purchase Order (including, but not limited to, the Specification, which the Seller warrants to be accurate and complete in all material respects and not misleading);
- (b) comply with any applicable quality standards and/or other standards or specifications as requested by the Buyer and these standards/specifications shall not be changed without the prior written consent of the Buyer;
- (c) in the case of the Goods, be of the best available design, of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the specification or on the drawings;
- (d) in the case of the Goods, be complete and fully operational and shall be delivered with all parts (and also those parts that are not specified in the Purchase Order but which are required for proper operation and also including the usual safety devices, special tools etc.);
- (e) in the case of the Goods, when delivered, be accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered, be clearly marked as such;
- (f) be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any Goods or parts or Goods, to the Buyer; and

(g) in the case of the Services, be performed with due and reasonable care and skill, in accordance with generally recognised good industry practices and standards for similar services;

3.2 The Seller further warrants that the Goods and Services shall conform with all Laws applicable to:

- (a) such Goods as regards the design, manufacture, quality, packaging, transportation, delivery, labelling, health, safety and environmental standards and use of such Goods which are in force at the time of supply; and/or
- (b) such Services including in relation to health, safety and environmental standards.

3.3 The Seller warrants that it shall at all times and at its and their own expense:

- (a) maintain all necessary licenses and consents and comply with all applicable Law in performance of the Contract;
- (b) adopt safe working practices and at the proper time supply and install such guards and safety devices as may be necessary to comply with the provisions of all health and safety Laws;
- (c) shall not endanger the safety of or unlawfully interfere with the convenience of any other person, including employees and/or other contractors of the Buyer in the performance of the Contract;
- (d) ensure that, in performing its obligations under the Contract, it does not cause any disturbance or damage to the industrial operations and property at the relevant site;
- (e) comply with the policy or code of conduct as notified by the Buyer to the Seller from time to time;
- (f) comply with the Buyer's conditions (including but not limited to health and safety conditions, safety management systems, safety cases, hygiene policies and security policies) in relation to any relevant site;
- (g) assist the Buyer and its representative in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, providing access to documents and records and providing information reasonably requested by the Buyer;
- (h) notify the Buyer's representative promptly as soon as it becomes aware of any breach of Laws or any health and safety or issue which arises in relation to the Goods or Services (which notification shall not release the Seller from any liability and/or obligations in respect of such breach, hazard or issue);
- (i) notify the Buyer's representative promptly after it becomes aware that the Buyer is not or may not be complying with any of the Buyer's obligations, provided that the Seller shall not be entitled to rely on such notice as relieving the Seller's performance under the Contract, save to the extent that it actually restricts or precludes performance of the Seller's obligations.
- (j) co-operate with the Buyer in all matters relating to the Services;

3.4 The representations and warranties mentioned herein shall survive any performance, acceptance or payment pursuant to the Contract and shall be extended to any repaired or replaced Goods or substituted or remedial services provided by the Seller.

4. Project scheduling and progress information

4.1 On request made by the Buyer, the Seller shall prepare a manufacturing schedule or a progress report, and send copies of the schedule or the report to the Buyer. These schedules or reports shall specify:

- (a) in the case of the Goods, the progress of the drawing operation, the Goods supply, the operations in the workshop and the delivery date; and

(b) in the case of the Services, the commencement date, timetable and status of the Services, details of the planned workforce, the storage and assembly areas and other resources required and the period for which they are required; and
(c) in each case, such other information as the Buyer may request.

4.2 Where the Seller is of the opinion that it will be unable to meet its obligations under the Contract or that it will only be able to meet its obligations in part, or too late, it shall promptly notify the Buyer accordingly in writing, specifying the conditions and circumstances causing such failure or delay. This obligation also arises if the source of the problem lies with the Buyer.

4.3 Where the Seller fails to so notify the Buyer or Buyer's Representative, even if the Buyer should have been made aware of the existence of those conditions and circumstances, no reliance by the Seller on the conditions and circumstances referred to above can exclude, reduce or mitigate the Seller's obligations under the Contract.

5. Inspection and testing

5.1 At any time prior to delivery of the Goods to the Buyer or completion of the Services, the Buyer (or its nominee) shall have the right to inspect and test the Goods or inspect the work being carried out in performance of the Services. If at the date of the inspection the Goods are located or the Services are being performed at the premises of the Seller or its, or their associated companies or subcontractors, the Seller shall ensure that the Buyer or its nominee has access on reasonable notice and shall ensure that the inspectors shall receive such information and assistance as they reasonably request in relation to their inspection or testing of the Goods or Services.

5.2 The readiness for carrying out the inspection and testing must be notified to Buyer in writing 7 working days before the anticipated date of inspection. Inspection call should contain internal inspection and test reports. Should the Buyer waive the inspection and testing, the Seller will be notified accordingly and shall execute the inspection and testing by himself deemed as in Buyer's Representative's presence and the Seller shall forthwith forward to the Buyer the inspection and test reports in triplicate.

5.3 Should such inspection entail any cost, these shall be borne by the Seller with the exception of the travel, accommodation and personal costs for the inspectors appointed by the Buyer or the Buyer's authorized representatives.

5.4 Where special tests in addition to agreed tests are required by the Buyer (before the acceptance of Goods), the Seller shall bear the cost of the testing only if such special test proves that the Supplies are not in accordance with the specified Specifications. However, if such special tests are necessary based on the result of the agreed test, then cost of all such special tests shall be to the account of the Seller. In all the other cases cost of special tests shall be borne by the Buyer.

5.5 Each test certificate shall be approved by the Buyer's Representative. Each test certificate shall contain, wherever required:

- (i). Conformity with statutory regulations/stipulations or provisions.
- (ii). Goods test certificate at the time of Goods identification. In case Goods test certificate cannot be produced, the Goods shall be tested in a reputed laboratory at Seller's cost for fabricated equipment and Goods test certificate from such laboratory shall be produced.
- (iii). Performance certificates for rotating / moving equipment.

(iv). Special test certificates, if any.

5.6 If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods and/or Services do not conform or are unlikely to conform with the Purchase Order or to any Specification and/or patterns supplied or advised by the Buyer to the Seller or that the Goods and/or Services may not be delivered to time, the Buyer may, at its option:

- (a) inform the Seller in writing, following which the Seller shall immediately take such action as is necessary to ensure conformity;
- (b) reject the Goods or Services; or
- (c) require and witness further testing and inspection.

5.7 Goods supplied shall be strictly as per the Buyer's required specifications / quality standards as mentioned in the Purchase Order. The Buyer reserves the right to reject any part (or) full quantity of the supplies if the same does not comply with the specifications and quality standards mentioned in the Purchase Order. In case of rejection of Goods supplied, a discrepancy note shall be forwarded to the Seller and the replacement for the rejected Goods shall be effected within 15 days at the Seller's cost and expense.

5.8 The carrying out of the inspection and testing by the Buyer, or any waiver thereof, shall in no manner relieve the Seller from discharging any of his contractual obligations. Notwithstanding any such inspection or testing or any statement made by any inspector, the Seller shall remain fully responsible for the Goods and the Services and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.

5.9 Payment made by the Buyer against the particular item shall not constitute acceptance of the item ordered. If rejected, material will be returned to the Seller for replacement and all handling, transport charges to and fro incurred in that behalf shall be to Seller's account

6. Packing, Marking etc.

6.1 The Seller shall ensure that all the packaging requirements as per ISO: 14001, OHSAS: 18001 Standards are met by him and shall ensure that there shall be no spillage or leakage of Goods during loading, transit and unloading.

6.2 The general specification of packing and marking in respect of Goods shall be as per the then prevailing best Industry Practices and in accordance with the prescribed specifications. The Goods shall be packaged by the Seller so as to ensure that they will be in good condition upon arrival at their destination and shall be accompanied by a delivery note which shows, inter alia, the Purchase Order number, date of Purchase Order, number of packages and contents.

6.3 The Buyer has a policy of 'Green Purchase'. The seller shall pack Goods with use of bio-degradable or 'green' materials and if unavoidable and necessary may use polyethylene sheets of more than 20 microns for packaging.

6.4 The Seller shall ensure that Material Safety Data Sheet (MSDS) is sent along with the Goods supplied, and all precautionary measures are taken for all Hazardous Goods & notified Goods as per relevant rules and regulations in force.

7. Delivery and Quantity

7.1 Timely delivery of Goods and/or Services is the essence for the Purchase Order.

7.2 The Goods shall be delivered at the place and time specified in the Purchase Order or to such other place of delivery as is agreed by the Buyer in writing prior to delivery of the Goods. Unless otherwise stipulated by the Buyer in the Purchase Order, deliveries shall only be accepted by the Buyer in normal business hours.

7.3 The Seller shall deliver the quantity specified in the Purchase Order. All Goods supplied on a price for weight basis shall be delivered over the Buyer's weighbridge. The net weight so recorded shall be final and binding upon the parties of the Contract.

7.4 Where the Buyer agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Failure by the Seller to deliver any one instalment shall entitle the Buyer at its option to treat the whole Contract as repudiated.

7.5 Quantities of Goods to be supplied shall include adequate extra to cover shortage/damage during transportation, storage, handling, construction, erection and commissioning. Should it be found that the quantities supplied are not adequate till commissioning; the Seller shall supply further quantities within the time Schedule and without any extra cost to the Buyer.

7.6 If the Goods are delivered to the Buyer in excess of the quantities ordered the Buyer shall not be bound to pay for the excess and any excess shall be and shall remain at the Seller's risk and shall be available for collection at the Seller's expense within 3 months. Thereafter the Buyer may dispose of such excess Goods at the Seller's expense.

7.7 In the event of any delay in supplies or any breach in supply of the Goods and/or services, the Buyer shall be entitled to make risk purchases from other sources and the additional cost and expenses so incurred by the Buyer in procuring the whole or part of Goods and/or services shall be liable to be recovered from the charges payable to the Seller or the Security deposit or Bank Guarantee so deposited by the Seller. The Buyer's decision for estimation of such damages shall be final and binding on the Seller.

7.8 If in the opinion of the Buyer, if the Seller is not in a position to fulfill his obligations under the contract (which opinion cannot be challenged by the Seller), the Buyer reserves the right to appoint one more third parties or make some other suitable arrangement to fulfill its requirement. The expenditure so incurred by the Buyer shall be deducted from the charges payable to the Seller or the Security deposit or Bank Guarantee so deposited by the Seller.

8. Price

8.1 The price of the Goods and/or the Services shall be stated in the Purchase Order and unless otherwise agreed in writing by the Buyer shall be exclusive of Value Added Tax and Service Tax, as applicable but inclusive of all other levies, duty and charges.

8.2 No variation in the price shall be accepted by the Buyer unless formally agreed in writing.

9. Invoicing and Payment

9.1 Invoices (Both Original & Duplicate) shall be sent along with the Goods. The Buyer reserves the right to reject the Goods received without the invoices.

9.2 The Seller shall ensure that the Invoices provided by him meet the entire requirement and shall specify descriptions as required under the Central Excise Rules, Service Tax Rules, CENVAT Rules, TN VAT Rules, and all other applicable legislation. All documents shall bear the Buyer's Purchase Order No. and date.

9.3 The Seller shall raise separate invoices for different Purchase Orders as well as different deliveries. Commercial Invoices / Delivery Challans shall have complete description of the Goods & the Buyer's item code against every item of the Purchase Order.

9.4 The Seller shall submit sufficient proof and documents along with its Invoice for freight amount paid and consequently claimed by the Seller, if the accepted freight term as "extra to be paid by the Buyer". Duplicate for Transporter copy of the excise gate pass shall be sent in separate covers along with the Goods.

9.5 Payment of undisputed amounts shall, unless otherwise set out in the Purchase Order, be made on the 15th day of the second calendar month following the month of delivery or performance provided the invoice quotes the Buyer's Purchase Order number and such invoice reaches the Buyer by the 5th of the month following the month of delivery.

9.6 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing at any time from the Seller to the Buyer against any amount payable by the Buyer to the Seller.

9.7 The Seller is not entitled to suspend deliveries of the Goods or performance of the Services as a result of any sums being outstanding.

10. Passing of Ownership, Risk, Copyright, Patents and other Proprietary rights etc.

10.1 The Goods shall remain at the risk of the Seller until delivery to the Buyer is complete in all respect at the place or places and in the manner specified in the Purchase Order.

10.2 Ownership of the Goods shall, pass to the Buyer on (a) the earlier of the time at which the Goods become identifiable as the Goods to be delivered to the Buyer under the Contract; (b) completion of delivery; and (c) payment of the price or any instalment of the price.

10.3 Where the Buyer rejects any Goods in accordance with these conditions, such Goods shall be deemed to have remained the property and risk of the Seller at all times.

10.4 Goods supplied by the Buyer to the Seller for servicing or repair shall remain from the time of collection or receipt until re-delivery at the place or places and in the manner instructed by the Buyer at the absolute risk of the Seller in regard to any loss or damage.

10.5 Seller warrants to the Buyer that it conveys good and valid title to the Goods sold and Services provided under this Contract. Seller's liability and the Buyer's remedy under this

warranty are strictly limited to the removal of any title defect or, at the sole option of the Seller, to the replacement of the goods etc which are defective in title.

10.6 The Buyer shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to Goods, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the Buyer's request, the Seller shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the Buyer in compliance with the requirements of the applicable law.

11. Bank Guarantee / Security Deposit (wherever applicable)

11.1 Seller shall furnish an unconditional, absolute, irrevocable and interest free security deposit for a percentage of order value as agreed and mention in the purchase order (If applicable) for supplies of goods. The security deposit shall be in the form of a valid Security Cheque in favour of the Buyer, payable at Fujairah, UAE or in the form of Bank Guarantee from a Nationalized Bank in a format approved by the Buyer within 10 (ten) days of award of the Purchase Order, in the prescribed format.

11.2 It has been agreed that Security Deposit/Bank Guarantee shall be valid for the entire period of the Contract. The Seller shall also cause the validity period of such security deposit extended for such period(s) for which the purchase order is extended, for any reason whatsoever.

11.3 It is further agreed that the said Security Deposit/Bank Guarantee shall not be automatically discharged in any circumstances whatsoever by mere efflux of time and a 'Discharge Certificate', issued by the Buyer, in writing, shall alone discharge the Seller from any such liability or discharge the Security Deposit/Bank Guarantee, for which reason the Seller hereby and henceforth absolutely indemnifies the Buyer and which indemnity shall not be in derogation of but in addition or conjunction to the said Security Deposit/Bank Guarantee.

11.4 It is agreed that in the event of breach of any or all provisions of the Contract, including unsatisfactory performance or any loss resulting to the Buyer due to the negligence of the Seller, the Buyer shall be entitled to forfeit whole or part of the said Security Deposit/Bank Guarantee apart from any other legal / administrative action / right which may be taken or have accrued to the Buyer as a consequence of such breach.

11.5 The Buyer reserves its rights to invoke the bank guarantee/operate the security deposit for any or all losses to the Buyer arising out of the performance of the Seller under the Contract notwithstanding its rights to take any further legal remedy for recovery of such losses.

11.6 The Seller shall ensure that at all times, the Security Deposit/Bank Guarantee shall remain at the specified amount and in the event of any deficiency arising by appropriation by the Buyer, they shall immediately on notice, replenish the deposit amount to the extent of the short fall. Failure to furnish the Bank Guarantee shall be treated as failure to discharge the duties under the contract and shall result in termination of the contract.

12. Consequences of Default

12.1 If the Seller, breaches any of the warranties or representation under the Contract; or breaches any other provision of the Contract or any of the Goods or the Services otherwise fail to comply with the provisions of the Contract; the Buyer shall notify the Seller of the failure of the Goods or Services to comply with the Contract or the breach of warranty, as the case may be.

12.2 If the Seller fails to rectify such breach in supply of the Goods or Services under this Contract, which being capable of remedy are not remedied within 14 days of notice of such default, the Buyer may at its discretion and without prejudice to other rights and remedies under the Contract or otherwise, avail itself of any one or more of the remedies as hereunder:

- (a) reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that the Seller shall immediately pay to the Buyer a full refund for the Goods so returned;
- (b) give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or Services or to supply replacement Goods or substitute Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled within a reasonable period specified by the Buyer;
- (c) refuse to accept any further deliveries of the Goods or subsequent performance of the Services which the Seller attempts to make, in each case without any liability to the Seller;
- (d) carry out or procure that some other person carries out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract (including but not limited to freight, disassembly and reassembly);
- (e) instruct the Seller to suspend performance of its obligations under this Contract with immediate effect and to take such steps as the Buyer may direct in order to remedy such breach at the Seller's expense;
- (f) claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract;
- (g) obtain substitute goods or purchase substitute services elsewhere and recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the goods or services in substitution from another seller; and

12.3 If the Buyer exercises its rights under conditions (b), (d) and/or (e) above in respect of Goods which do not, in the Buyer's opinion, meet the requirements specified in the Contract, the Seller shall grant necessary right to the Buyer to utilise the relevant Goods until such time as they meet those requirements.

12.4 In the event of persistent default by the Seller of its obligations under the Contract, the Buyer may terminate the Contract in whole or in part or to rescind the Purchase Order, in each case without any liability to the Seller.

12.5 The Buyer reserves the right to reject Goods in case it is supplied prior to the scheduled delivery date until otherwise specifically waived-off in writing by a representative from the Buyer's commercial department, prior to dispatch.

13. Permits, licenses, encumbrances, liens etc.

13.1 The Seller shall ascertain and comply with the Applicable Laws in performance of the Contract and shall obtain and keep in good standing all approvals, permits and licenses, as the case may be, which are necessary or expedient for the performance of his obligation

under the Contract. These approvals, permits and licenses shall be valid and acceptable under appropriate laws.

13.2 The Seller shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the Buyer against any monies due or to become due for any work done or Goods furnished or services rendered under this Contract, or by reason of any other claim or demand against the Seller.

14. Insurance

14.1 The Seller declares that it is adequately insured with a reputed creditworthy Insurance Company to cover the it's full liability under the Contract and shall maintain in force such insurance as regards its working civil liability, bodily injury, corporal and material damage that may occur during supply of Goods or performance of services by the Seller or its employees/personnel.

14.2 The Seller shall, on the Buyer's request, produce such insurance certificate giving details of cover and the receipt for the current year's premium. Such right of inspection shall not discharge the Seller in any way from its duty to comply with its obligations hereunder. Such insurances should be extended to provide an indemnity to the Buyer as principal.

14.3 The Seller shall at his own cost take adequate transit risk insurance for any loss/damage with respect to:

- (a) all Goods up to the point when delivery is complete;
- (b) all Goods delivered to him by the Buyer for repair or servicing from the time of collection or receiving them until re-delivery in accordance with the instructions of the Buyer, in each case for their replacement value against loss, damage or destruction resulting from any insurable risk which can be reasonably contemplated as affecting the Goods.

14.4 In case of any loss/damage during transit, the Seller shall lodge and settle the claim with the insurance company without any delay and shall, independent of his claim, make good the loss to the Buyer within reasonable time.

14.5 The Seller shall not do any act in or around the premises of the Buyer whereby any policy or insurance taken out by the Buyer against loss or damage by fire or otherwise may become void or voidable. The Seller shall be liable for and make good any damage caused to the Buyer properties or premises or any part thereof or to any fixtures or fittings thereof therein any Act, omission default or negligence of the Seller or its employees or agents.

15. Intellectual property

15.1 The Buyer retains any and all intellectual property rights in the designs, drawings, patterns calculations, codes, softwares, specifications, equipments and other data/information provided to the Seller under the Contract and the Buyer grants a non transferable, non-exclusive, royalty free licence to the Seller to use such intellectual property rights only to the extent necessary to provide the Goods or perform the Services and such licence shall terminate immediately upon termination of the Contract or upon earlier return of such designs, drawings, patterns calculations, codes, softwares, and other data/information to the Buyer.

15.2 It has been agreed that such designs, drawings, patterns calculations, codes, softwares, specifications, equipments and other data/information of the Buyer shall at all times be and remain the exclusive property of the Buyer but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to the Buyer at the Buyer's request (and, in any event, immediately on termination of the Contract) and shall not be disposed of other than in accordance with the Buyer's written instructions, nor shall such items be copied or used or disclosed to third parties, otherwise than as authorised by the Buyer in writing in advance.

15.3 The Seller shall indemnify the Buyer from and against any demands, claims, suits, and causes of action and any liability, legal costs, expenses, settlements arising from or incurred by reason of any infringement or, design, copyright, trade mark or trade name by the use or possession of such designs, drawings, patterns calculations, codes, softwares, specifications, equipments and other data/information of the Buyer.

15.4 The Seller assigns to the Buyer all intellectual property rights, to the extent that such intellectual property rights do not automatically vest in the Buyer, in all designs, drawings, patterns, equipments, calculations, codes, specifications, softwares, and other data/information used, created or developed by the Seller specifically for the purposes of the manufacture of Goods or the provision of Services under this contract or otherwise needed for the assembly, use, maintenance, enhancement and repair of the Goods including software codes and source codes in respect of software developed for the purposes of the Contract to the Buyer under this Contract.

15.5 The Seller grants to the Buyer (and to the extent the Seller is not able to grant the licence itself, shall procure the grant of) a non-transferable, non-exclusive, royalty free licence (with the right to sublicense) of such intellectual property rights to enable the Buyer to use and enjoy the Goods or the Services including without limitation to allow the Buyer freely to utilise the delivered Goods and enjoy the benefit of the Services, to allow the Goods to perform those functions which they are designed for and to repair the delivered Goods (or to have those Goods repaired) and manufacture (or have manufactured) spare parts and replacements. The Contract price includes the full licence fee.

15.6 The Seller declares that the manufacture, delivery, use and/or repair of the Goods to be supplied and of each of the parts thereof and the application of the associated functions and the performance of the Services do not infringe any industrial and intellectual property rights held by third parties and the Seller shall indemnify the Buyer against any loss without limit arising out of claims, liabilities, and expenses (including loss of profits) resulting from any claim or action made by third parties against the Buyer alleging infringement.

15.7 The Seller represents to the Buyer that, as of the date 30 (thirty) days prior to the date of execution of the Contract, the Seller has received no notification of any rightful patent infringement claim, which would prejudice the Buyer's right to use or enjoy the Good or Services agreed to be provided by the Seller to the Buyer under the Contract.

15.8 If, in consequence of any infringement of letters patent, registered design, copyright, trademark or trade name, the Seller is prevented from executing the Works, or the Buyer is prevented from using the Plant, the Seller shall at its own expense

- (a) Procure for the Buyer the right to continue using the system or part.
- (b) Replace the system or part with a non-infringing system or part.

(c) Modify the relevant system or part so it becomes non-infringing.

16. Indemnity & limitation

16.1 The Seller shall indemnify and keep indemnified the Buyer, its Directors and officials from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Buyer by or on behalf of any person, body, authority, whomsoever and whatsoever by virtue of or as a result of the Seller's negligence, default or breach of contract; defective workmanship, quality or materials; or failure or delay in performance of the terms of the Contract by the Seller; or any claim made against the Buyer in respect of any Losses sustained by the Buyer's employees, agents, contractors or by any customer or third party to the extent that such Losses were caused by, relate to or arise from the Goods or the provision of the Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller.

16.2 The Seller shall keep the Buyer, and their respective Directors, officers, employees and agents indemnified against all duties, penalties, levies, taxes, losses, costs, charges and expenses and all other liabilities of whatsoever nature, which the Buyer may now or hereafter be liable to pay, incur or sustain due to any breach of any such statutes, ordinances, laws, rules, regulations and Bye-laws by the Seller. The Seller shall give all notice and pay fees and taxes required to be given or paid under any Central or State statutes, ordinances or other laws or any regulations or Bye-laws of any local or other duly constituted authority in relation to the services under the Contract.

16.3 Without prejudice to the Buyer's other rights, the Buyer will be entitled to claim, recover and adjust the amount paid by the Buyer as a consequence of any claims, demands, costs charges and expenses which can be directly attributed to the Seller's negligence, default or breach of contract, from any amount payable to the Seller or from the Security deposit or Bank Guarantee so deposited by the Seller.

16.4 The Seller shall at all times indemnify and keep indemnified the Buyer against all claims for compensation under the provisions of Employees Compensation Act 1923 (VIII of 1923) or any other law in force from time to time by or in respect of any workmen employed by the Seller in carrying out the contract and against all costs and expenses or penalties incurred by the Buyer in connection therewith.

16.5 The Buyer shall not be responsible for compensation liable to be paid in case of death, injury or accidents to the Seller's employees or agents or servants, which may arise out of or in the course of their duties on the Buyer's premises and in the event that the Buyer is made liable to pay any damages or compensation in respect of such employees or agents or servant under the provisions of the Employees Compensation Act, 1923 or any other similar Statute, the Seller hereby agrees to pay to the Buyer such damages or compensation upon demand in case if the Seller does not cover such liability under comprehensive policy or any valid policy under any beneficial legislation or policy to protect such losses or damages.

16.6 In every case, in which by virtue of the provisions of Section 12, sub section (1) of Employee's Compensation Act, 1923, the Buyer is obliged to pay compensation to a workman employed by the Seller in executing the contract; the Buyer shall be at liberty to recover from Seller the amount of the compensation so paid without prejudice to the rights of the Buyer under Section 12, Sub Section (1) of the said Act. Buyer shall be at liberty to

recover such amount or any part thereof from any amount due to the Seller or from the Security deposit or Bank Guarantee so deposited by the Seller.

16.7 In no event shall Seller be liable for special, consequential or incidental damages, nor for loss of anticipated profits or for loss or use of any equipment, installation system, operation or service into which goods or parts may be put, or with respect to which any services may be performed by the Seller regardless of any form of action, whether under a contract, strict liability, or tort, including gross negligence.

16.8 This limitation, however, shall not apply to any Losses (a) caused wilfully by or by material breach of Contract on the part of the Seller; or (b) arising out of personal injury or death to any person; or (c) caused solely by the negligence or wilful default of the Seller.

17. Consequential damages

Notwithstanding any provision of the Contract to the contrary, neither Party shall be liable to the other for any kind of special, incidental, indirect and / or consequential losses or damages whatsoever, irrespective of the legal basis for any such claim.

18. Relationship between Parties

18.1 Nothing in the Contract is intended to, or shall operate to, create a relationship of partnership or employer-employee or joint venture between the parties. Nothing in the Contract constitutes either party as the agent or legal representative of the other party or creates any fiduciary relationship between the parties. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other or commit or purport to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) or pledge the credit of the other party for any purpose.

18.2 The Seller declares that its employees shall always be under its direct control or supervision and the Seller shall be free to transfer his staff in accordance with its need provided that the Seller ensures the fulfillment of its obligations under this Contract. The Seller as an employer shall have the exclusive right to terminate the services of any of its staff employed to fulfill its obligations under this Contract and to substitute any person if required.

18.3 The Seller shall be responsible and liable for payment of salaries, wages and other legal dues of the personnel who are employed by him for the purposes of rendering the services under this Contract and shall maintain proper books of accounts, records and documents and comply with all statutes, rules and regulations which are applicable to him or the employees employed by him.

18.4 The Seller shall be responsible for the professional and technical competence of its employees and will select, for services/ work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

19. Notice and communication

19.1 Any and all notices, demands, decisions or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by registered post or reputed courier addressed to the intended recipient thereof or by fax or electronic mail at its address or facsimile number or email id set out in the Purchase Order or as any party may, from time to time, notify to the other party.

19.2 Any communication effected as above shall be deemed to have been received by the concerned party for which it is intended on the day on which it is delivered to the address as under against receipt or if given by registered post A/D, three Business days after posting the same; or if given by fax or electronic mail, upon sender receiving confirmation of transmission to the intended recipient. A positive transmission report from the sender's machine will be conclusive evidence of receipt in the absence of evidence to the contrary.

20. Termination

20.1 The Contract shall normally be terminated only by efflux of time. However, without prejudice to any other right or remedy, the Contract shall be liable to be terminated by either party for violation/breach/non performance/non-fulfillment of all or any condition, stipulation; clause of the Contract by the other party and shall be terminated by serving 15 days notice in writing to the other party.

20.2 The Contract shall be liable to be terminated automatically ipso facto on the date of the actual occurrence to Seller irrespective of when such fact comes to the knowledge of the Buyer and the liabilities of the Buyer under the Contract shall be limited to such date:

(i) If Seller be a sole-proprietorship company when the sole-proprietor dies or is adjudged as an undischarged insolvent or is declared a lunatic by a Court of competent jurisdiction during the period of obligations as brought in the Contract.

(ii) If Seller's representative is found guilty of fraud in respect of the Contract or has directly or indirectly involved in any immoral practice or an offence of moral turpitude or any other grievous offence punishable under the law, a decision of the Buyer to this effect shall be final and binding upon the Seller.

(iii) Seller without written approval of the Buyer assigns the Contract to other person.

(iv) There is any variation in Seller's constitution or its business without the prior approval in writing by the Buyer to such change.

(v) For any reason whatsoever Seller becomes disentitled in law to perform its obligation under the Contract.

(vi) Where there is an order of winding up or dissolution by a competent Court or if such winding up or dissolution proceedings have been initiated against the Seller.

(vii) an event of Force Majeure delays or prevents the performance of any obligations of either of the Parties hereto for a period of thirty (30) days in any three hundred and sixty five (365) days.

(viii) an encumbrancer lawfully takes possession of relevant assets or an administrative receiver or receiver is validly appointed over the whole or a substantial part of the undertaking, property or assets of the other Seller or an administration order is made in respect of the other party.

20.3 The Buyer may by 30 days notice in writing to the Seller terminate the contract, in whole or in part, at any time for his convenience. The notice for termination shall specify that the termination is for the Buyer's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

20.4 In event of termination of this contract for the convenience of the Buyer, the Buyer shall pay to the Seller compensation for any costs reasonably incurred or commitments made for work-in-progress or Services already performed at the time of termination or suspension which cannot be mitigated.

Such compensation shall be restricted to the value of work above and shall be the sole remedy of the Seller for such termination or suspension. Under no circumstances shall the Buyer be liable under the Contract for any loss of anticipated profits or any consequential or indirect loss.

20.5 If this Contract is terminated as above, the Buyer shall, in respect to services rendered / Goods already supplied by the Seller, have the right to use the services rendered / demand delivery of Goods whether completed or in the process of manufacture from the Seller, either directly or through another contractor to manufacture and take delivery of final Goods in a reasonable manner. In such case, the seller shall also be under liability to satisfy and refund all amount received by the Seller from the Buyer for the service / Goods which is yet to be delivered to the Buyer within 15 days of such termination.

20.6 In the event of either party being declared as bankrupt, insolvent, sick industrial company or proceeds with the liquidation of its business, the other party has the right to cancel the Contract in whole or in part reserving their right to seek compensation for costs, damages and interest incurred by the party not in breach arising due to any of the circumstances arising herein.

21. Suspension

21.1 The Buyer may suspend the supplies of Goods and/or works or services, in whole or in part, at any time by giving the Seller notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension. On receiving the notice of suspension, the Seller shall stop all such work/supplies, which the Buyer has directed to be suspended with immediate effect. The Seller shall continue to perform other works/supplies in terms of the Contract, which the Buyer has not suspended. The Seller shall resume the suspended works/supplies as expeditiously as possible after receipt of such withdrawal of suspension notice.

21.2 During suspension, the Seller shall not be entitled for any claim whatsoever arising out of any loss or damage or idle labour caused by such suspension. However, the Seller shall be entitled to receive from the Buyer appropriate adjustment for Completion Schedule.

21.3 Further, if such suspension continues for more than 60 days in continuity or 120 days cumulatively, the Seller shall be entitled to receive from Buyer, a variation order covering reasonable cost, if any due to such suspension.

21.4 Notwithstanding anything in this Contract, the Buyer reserves the right to intimate ceasing supplies or resuming supplies for the contract with a 24 hour notice without assigning any reason.

22. Force Majeure

22.1 Force Majeure shall be deemed to be any cause beyond the reasonable control of Seller or the Buyer as the case may be, which prevents or impedes the due performance

of the Contract and which by due diligence the affected party is unable to avoid or overcome through its individual concerted effort (other than an obligation to pay moneys).

22.2 Force Majeure includes without limitation Acts of God, natural disasters, earthquake, cyclone, flood, lightning, land slide, fire, explosion, plague, epidemic, lockouts, war, riot, invasion, prohibition or embargo, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, confiscation of power by military, trade embargoes by order of Government, or any other act of Government or any public authority (including allocations, quotas, priorities, requisitions and price controls) and other which are out of the control of the contractual Parties and have arisen after the conclusion of the Contract. Force majeure shall also include events when the Buyer ceases to operate any of its works in whole or in part and in effect is prevented or hindered from receiving the Goods/Services under this Contract due to any order or direction of a competent court or public authority passed in any proceedings taken by any Governmental Agency or any third party.

22.3 For the avoidance of doubt, no industrial disruption of any kind, including boycotts shall constitute a Force Majeure event. The mere shortage of labour, Goods or utilities, loss of markets or economical inability etc. shall not constitute a Force Majeure event, whether or not any such events are foreseeable, unless caused by circumstances which are themselves Force Majeure events.

22.4 If a party gives a notice of existence of Force Majeure, the relevant obligations of such affected party under the Contract will be suspended for as long as the Force Majeure event may continue. Neither party will be liable to the other for any failure or delay in the performance of its obligations under the Contract which is due to a Force Majeure event.

22.5 If Force Majeure event continues beyond the period of 3(three) months from the beginning of the Force Majeure event or prevent the Seller from performing its obligations under the Contract for an aggregate period of more than 6 (six) months, the Parties shall mutually decide further course of action. If mutual settlement cannot be arrived at within 30 (thirty) days, either Party shall have the right to terminate the Contract.

22.6 Notwithstanding the foregoing, this Section shall not have the effect of excusing any obligations which shall have accrued hereunder between Buyer and Seller prior to the occurrence of the Force Majeure or which are unrelated to the occurrence of the Force Majeure.

23. Arbitration

23.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of Dubai.

23.2 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the DIAC(Dubai International Arbitration Centre) Rules (as amended from time to time) administered by DIAC, which are

deemed to be incorporated by reference into this clause. The arbitration shall be conducted as follows:

- i. A sole arbitrator shall be appointed in case the value of claim under dispute is less than US\$ 50,00,000 (Five Million US Dollars Only) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.
 - ii. The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be Dubai.
 - iii. The award made in pursuance thereof shall be final and binding on the parties.
- A. The right to arbitrate Disputes under this Agreement shall survive the expiry or termination of the Agreement.
- B. Notwithstanding the foregoing, either party may immediately bring a proceeding seeking preliminary injunctive relief in a court having jurisdiction thereof which shall remain in effect until a final award is made in the arbitration.

24. Law and Jurisdiction

24.1 This Contract is executed under the laws of UAE and shall be governed by and interpreted in all respects in accordance with the laws of UAE. Place of performance and jurisdiction shall be the Registered Office of the Buyer, i.e. Fujairah, Dubai, UAE.

24.2 It has been agreed that each party irrevocably submits to the non-exclusive jurisdiction of the Courts at Fujairah/Dubai, UAE, and the Courts competent to determine appeals from those courts, with respect to any legal proceedings for enforcement of any arbitral award or for seeking injunctive relief or in case of appeal against arbitral award passed by an arbitrator(s) pursuant to the Arbitration clause of the Contract.

24.3 Each party irrevocably waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, where that venue falls within Fujairah/Dubai at UAE.

25. Assignment

25.1 Seller shall not assign, novate or otherwise transfer or any of the rights or obligations under the Contract or sub-contract the performance of all or any of its obligations under the Contract or allow any person interested therein in any manner whatsoever without prior permission from the Buyer in writing.

25.2 The Buyer, however, may assign, novate or otherwise transfer any of its rights or obligations under the Contract or any part of it and/or any rights and obligations arising under it (including the benefit of any guarantee or warranty) to any person, firm or company at any time and the Seller shall if required by the Buyer, enter into a novation agreement with the Buyer and the transferee or such other documentation as is necessary to give effect to any such assignment or transfer.

26. Subcontracting

26.1 The appointment of sub-contractors for due performance of the Seller's obligations under the Contract shall be subject to the prior approval of the Buyer unless such other person is identified on the Purchase Order as acting in such capacity. The Seller shall ensure that all sub-contracts are made in writing.

26.2 Subcontracting, shall not in any way diminish or relieve the Seller from properly and punctually discharging any duties and obligations so subcontracted or discharge, diminish or relieve the Seller from any of its duties or obligations under the contract and the Seller shall remain liable to the Buyer for any performance or nonperformance of such obligations.

26.3 The Seller shall promptly and fully inform the sub-contractors as to the provisions contained in the Contract (including these conditions) which apply to them and shall ensure that each sub-contract with its sub-contractors and ensure that such sub-contractors are bound to such provisions of the Contract, as relevant as if those provisions were incorporated in that sub-contract.

26.4 The Seller shall be responsible for the acts, defaults and neglects of all Sub-contractors and all agents, servants or workmen as if they were the acts, defaults or neglects of the Seller under the terms of this Contract.

26.5 The Buyer reserves the right to refuse access to any Sub-contractor to the Buyer's premises. Access will only be granted to the extent necessary for the proper performance of the Seller's obligations.

26.6 The Buyer shall not be deemed by virtue of subcontracting, as above, to have any contractual obligation to or relationship with any sub-contractor of the Seller.

27. Risk purchase

In the event of any delay in supplies or any breach in supply of the Goods and/or services, the Buyer shall be at liberty to either

- (a) continue the contract with due liquidated damages; or
- (b) engage any other agency, parallel to the Seller, to complete part of the balance supply at the risk and cost of the Seller; or
- (c) cancel the contract and get the balance supply done from any other agency at the sole risk and cost of the Seller. The additional cost and expenses so incurred by the Buyer in procuring the whole or part of Goods and/or services shall be liable to be recovered from the charges payable to the Seller or the Security deposit or Bank Guarantee so deposited by the Seller.

28. Waiver and Remedies

28.1 No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any of any other right or remedy.

28.2 Any waiver by the Buyer of any breach of, or any default under, any provision of the Contract by the Seller shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

28.3 Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer whether under the Contract or otherwise. All rights, powers and remedies of the Buyer under the Contract are cumulative and not exclusive of any right or remedy provided by law.

29. Severability

29.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

29.2 The invalidity or unenforceability of any portion or provision of this Contract shall not affect the validity or enforceability of any other portion or provision. The Parties agree that in such circumstances, they shall interpret and negotiate an equitable amendment to the provisions of this Contract to give effect to the underlying purposes of this Contract.

30. Amendment

No provision of the Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of the Contract and signed on behalf of both the parties and which expressly states to amend the Contract.

31. Use of corrupt practices and unfair means

31.1 Seller commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his offer or during any pre-contract or post-contract stage.

31.2 The Seller shall not enter with other parties any undisclosed agreement or understanding, whether formal or informal, to restrict competitiveness or to introduce cartelization. The Seller shall not use improperly, for purposes of unfair gain, or pass on to others, any information or document provided by the Buyer as part of the Business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

31.3 The Seller undertakes that he has not given, offered or promised to give directly or indirectly any bribe, commission, gift, consideration, reward, commission, or inducement to any of the employees of the Buyer or their agent or relatives for showing or agreeing to show favor or disfavor to any person in procuring this Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Seller or his partners, agent or servant or any one authorised by him or acting on his behalf. If the Seller comes through any demand, request for gratification, favours etc., the Seller shall report such matters to the Buyer's Whistle blower email id: sgl.whistleblower@vedanta.co.in

31.4 The Seller represents to the Buyer that no previous transgressions occurred in the past 5 years with any other Company in any country confirming to the anti-corruption approach.

31.5 The Seller undertakes that in the event of use of any corrupt practices or misrepresentation by the Seller, the Buyer shall be entitled to terminate the Contract and recover from the Seller the amount of any loss arising from such termination. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

32. Mistake, Fraud, Misrepresentation etc.

32.1 No rights shall accrue to the Seller or any obligation arise for the Buyer, if it is discovered at any time that the consent of the Buyer was obtained by playing fraud or misrepresentation of cheating or inducing mistake as to any fact material to such consent by Seller or any one operating under him.

33. Exit clause

The Buyer may, at any point of time, due to commercial reasons, change in business scenario or may be due to legal /regulatory restrictions etc., come out of the Contract with the Seller, when it feels appropriate to do so.

34. Confidentiality

34.1 The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Buyer or its agents or sub-contractors and any other confidential information concerning the Buyer's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Seller's obligations to the Buyer and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality.

34.2 The Seller shall not without the previous written consent of the Buyer advertise or, except for the performance of the Contract, make known to third parties the fact that the Seller supplies Goods or Services to the Buyer. The Seller shall not erect any advertisement or give any notice (except for notices required to be displayed by statute or by the Contract) on any part of the Buyer's premises without first applying for and obtaining the Buyer's consent.

35. Non merger

None of the terms or conditions of this Contract or anything done under or in connection with this Contract or any other Contract between the parties will operate as a merger of any of the rights and remedies of the parties under this Contract or under that other Contract, all of which will continue in full force and effect.

36. Site Information

The Seller shall be deemed to have inspected the Site and have satisfied itself as to the extent and nature of the work and materials necessary for the carrying out and completion of the Works and the means of transportation. The Seller shall not, except as expressly provided in this Contract, be entitled to any extension of the Completion Schedule or to any adjustment of the Contract Price on grounds of misinterpretation or misunderstanding of any such matter.

37. Negotiation and Drafting

This Contract has been negotiated and drafted by the Parties herein; and none of the provisions herein contained shall be construed as being against one Party on the ground that the other Party is the sole author of this Contract or any part thereof.

38. Non-solicitation, declaration

The Parties agree that during the term of the Contract and for a period of one year following termination, they shall not without the prior written consent of the other party directly or indirectly solicit for employment, engage, hire, employ or contract with any employee or ex-employee of the other party, who has worked in connection with fulfillment by the such party of its obligations hereunder in a key capacity, within six months of their departure.

39. Rights of third parties

This Contract shall not be construed as creating any rights or benefits in any person or entity, other than the Parties hereto and their respective successors and permitted assigns. No person who is not a party to this contract shall have any right under any law to enforce any term of this Contract.

40. Contravening contracts

It is specifically agreed by the Parties that during the term of this Contract that the Seller shall not enter into any contract with third parties and shall not contravene any laws or legal requirements which could reasonably be expected to have an adverse effect on its ability to meet its obligations under this Contract or cause it to be in breach in any material respect of its obligations under this contract.

41. Counterparts

The Purchase Order may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed to be an original, but all of which signed and taken together, shall constitute one document.

42. Entire contract

42.1 The Purchase Order supersedes and cancels all prior representations and negotiations whether oral or written, and shall be considered as the entire agreement between the parties with respect to the sale and purchase of the Goods and/or Services and there shall be no terms, obligations, representations, warranties, statements or conditions other than those contained herein.

42.2 Any performance or part performance of the contract by either party shall be conclusive evidence of that party's acceptance of the contract whether or not that party has signed the Purchase Order.

43. Supplier Code of Conduct:

The Supplier acknowledges that it has reviewed the Buyer's Supplier Code of Conduct ("Code") and agrees that all of their activities shall be conducted in accordance with the

Code. The Buyer may from time to time carry out an audit or other checks on Code compliance either performed by it or any third party and Service provider shall respond promptly to requests from the Buyer for information relating to compliance with the Code by it.

44. Compliance with Human Rights:

Unless otherwise required or prohibited by law, the Supplier warrants, to the best of its knowledge, that in relation to the supply of goods or services under the terms of this Agreement:

44.1 It does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child;

44.2 It does not use forced labour in any form (bonded or otherwise) and its employees are not required to lodge papers or deposits on starting work;

44.3 It provides a safe and healthy workplace, presenting no immediate hazards to its employees. Any housing provided by the Supplier to its employees is safe for habitation. The Supplier provides access to clean water, food, and emergency health care to its employees in the event of accidents or incidents at the Supplier's workplace;

44.4 It does not discriminate against any employees on any ground (including race, religion, disability or gender);

44.5 It does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;

44.6 It complies with the laws on working hours and employment rights in the countries in which it operates;

44.7 The Supplier agrees that it is responsible for controlling its own supply chain and that it shall encourage compliance with ethical standards and human rights by any subsequent supplier of goods and services that are used by the Supplier when performing its obligations under this Agreement.

The Supplier shall ensure that it has ethical and human rights policies and an appropriate complaints procedure to deal with any breaches of such policies.

45. Further acts

Each party to the Contract undertake to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds (in form and content reasonably satisfactory to the other party of the contract) and do all further acts, deeds, matters and things as may be required to give effect to the provisions of the Contract.



46. Declaration

Each signatory to the Purchase Order declares and confirms that they have been duly authorised by the competent authority/authorities of their respective companies to negotiate, finalise and enter into the contract. The respective companies on whose behalf the contract has been signed unequivocally undertakes to abide and honour all terms and conditions of the contract without any demure, protest and delay under all circumstances.

This document "General Terms & Conditions" being uploaded in the website of "Fujairah Gold FZC" the Uniform Resource Locator (URL) for which shall be communicated in the corresponding Purchase Order shall be an integral part of the Purchase Order. Order Acknowledgement by the Seller shall cover acknowledging this document and the general terms and conditions mentioned herein as well.

Any issues related to payment, rejections, unresolved issues and ideas/ suggestions for improvement shall be mailed to commercial@fujairahgold.com