

General Terms and Conditions

- 1.0 **Invoicing and Documentation:** The Invoice(s) should be raised at Buyer/ Company's works address, stated as below:
INDORAMA INDIA PRIVATE LIMITED, Plot No 10; Industrial Area, Lodhi Majra, Dist. Solan; Baddi-174101; Himachal Pradesh (India) ("Buyer/Company") to the attention of: Mr. Balvinder Singh (VP- Commercial), Ph +91 1792- 253400
- 2.0 **Title and Risk of Loss:** The title and risk related to the material/ goods shall pass to INDORAMA INDIA PRIVATE LIMITED, only when the same has been duly accepted and certified by Buyer/Company and the material/goods found to be meeting the standard, specification and description as agreed upon between Company and the Supplier.
- 3.0 **Shipping/ Delivery:** Delivery on the WORK/ PURCHASE ORDER must be made in the quantities and on the dates specified by the Buyer/Company during normal business hours to the Company's place of business or other place as may be specified in the WORK/ PURCHASE ORDER, since time is the essence of this WORK/ PURCHASE ORDER. The material/ goods shall be properly packed, clearly labelled, and adequately protected against damage and deterioration in transit, with high standards and good quality of packing material should be used.
- 4.0 **Approvals/ licenses and compliance with law:** The Supplier/ Contractor/Service Provider undertakes to be solely responsible for obtaining and complying with all necessary work consents, permits, approvals, legal requirements national/ international as applicable on materials/ goods etc.; as shall be required from the Buyer/ Company before commencement of work. The workmen of Supplier/ Contractor/Service Provider shall have safety shoes and safety helmets, provided by the Contractor. The Contractor shall take necessary insurance cover for their workmen, materials, etc. and provide the Buyer/ Company with the requisite details of the same. Compliance of statutory and contractual obligations to ensure safety at work is the responsibility of the Contractor. The documentary proof of deposit of all statutory liabilities such as ESI and PF shall be submitted on a monthly basis, or immediately upon compliance of departmental prescribed due dates. Payments shall be made by the Buyer/ Company only upon verification by HR / IR department. The Contractor shall further comply with all laws, regulations and ordinances as may be applicable for performing its obligations.
- 5.0 **Discontinuation of work:** The Buyer/ Company shall also have the right to terminate the WORK/ PURCHASE ORDER due to non-performance, and shall not make any payment in relation to the same. In such event, the Supplier/ Contractor/Service Provider shall be liable to reimburse to Buyer/ Company the advance amount, if any, paid by Company. The Supplier/ Contractor/Service Provider shall be liable to make the payment against the debit note raised by Company, within 10 days from the date of receipt of the same. In case payment is not made within such 10 days, the Buyer/Company shall be entitled to claim interest of 18% p.a. on the due amount which shall be charged until payment and/or realization of the said payment. The WORK ORDER can be changed, terminated or cancelled by Company for any reason by giving 30 clear days' notice to Contractor, including convenience upon prior written notification to Contractor.
- 6.0 **Liquidated Damages for Delay:** In case the Supplier/ Contractor/Service Provider fails to complete the delivery of ordered items/ perform assigned work/ tasks as per delivery schedule as mutually agreed, he shall be liable to pay liquidated damages as follows: 0.5% (Half percent) of the total order value per week of delay subject to a maximum of 5% (Five percent) of the total order value. Further, the liquidated damages calculated on the above basis shall be adjusted against balance advance payment, as may be applicable.
- 7.0 **Shipping Mark:** The shipping mark shall appear on one side of the package that should be clearly visible (letter in English & bold and in indelible paint). Further, all packages that require special handling and transport would have their centre of gravity and points which they may be slung or gripped clearly indicated and marked "Attention special load-handle with care" in English. Proper tags will be provided with complete shipping marks for all bundles/bags.
- 8.0 **Inspection:** Supplier/ Contractor/Service Provider shall inspect the items covered under this order before delivery/ dispatch/ assigned work. However, Buyer's representative (s) shall be entitled at all reasonable times during manufacture to inspect and examine the materials and workmanship of the material to be supplied under this order. Further, the Company's representative(s) shall have a right to reject/ask for any rectification in the part(s) or all the materials, found defective and not in line with the specifications laid down in the order or as per the standards, during inspection.
- 9.0 **Material Characteristics and Suitability:** The materials/ goods required for satisfactory completion of work shall be of best quality, make, grade, as mentioned in quotation. Supplier/ Contractor/Service Provider undertakes to provide material/ goods of the quantity, quality and description which correspond strictly to the technical specifications, quantity and description in the WORK/ PURCHASE ORDER and/or the sample accepted by the Company and/or in any applicable specification supplied by the Company to the Supplier. The Company's weights and/or measurements shall govern. The material/ goods shall be without fault and shall be new and unused unless otherwise specified. Material/goods found to be in short/poor quality/wrong/substitution supply shall be made good by the Supplier immediately without any extra cost to Buyer. Material cost, all taxes and/or duties, freight, insurance and any other cost(s) incurred by the Buyer in bringing such short/poor quality/wrong/substitutions to Buyers site shall be borne/reimbursed by the Supplier, whether imported or procured locally.
- 10.0 **Changes to the order:** In case Buyer/ Company requests for a change to be made in the material/goods, as the case may be, the Supplier/ Contractor/Service Provider shall within 7 (seven) days from the date of request made by Company, shall make such adjustments as requested by Company and shall deliver the same accordingly. If such changes involve additional cost, then Company and the Vendor shall negotiate in good faith such costs.
- 11.0 **Warranties:** The Supplier/ Contractor/Service Provider represents and warrants to the Company that the material/ goods shall be of satisfactory quality, material and workmanship, merchantable, free from any defect in design, its workmanship shall perform in actual in service as required and mentioned as per performance parameters for a period of 12 months from successful commissioning or 18 months from date of last supply which is earlier, and fit for any purpose for which they are intended and shall conform to the specifications and quantity set forth in the order. The Buyer/ Company is entitled to return all such material which fail to conform to the requirements and specifications provided in this WORK/ PURCHASE ORDER or agreed upon. The Supplier shall be liable to replace such non-conforming material/goods within a period of 10 working days or within such period as have been agreed between the Company and Supplier. The Supplier/ Contractor/Service Provider undertakes to provide free of cost such corrective services as may be required, for repairing the material which have gone out of order during the warranty period. The Supplier shall replace/update such material/goods with new ones which are found not meeting the intended use, is defective or damaged, on receipt of the delivery by Company. Any material/ goods delivered under this WORK/PURCHASE ORDER shall have a minimum warranty period of 1(one) year from the date of delivery, unless otherwise agreed by Company.
- 12.0 **Intellectual Property Rights:** The Supplier/ Contractor/Service Provider confirm that the material/goods to be delivered under this WORK/ PURCHASE ORDER shall not violate or infringe the intellectual property rights of any third party. All intellectual property rights, created or developed by the Supplier/ Contractor/Service Provider for Company under this WORK/ PURCHASE ORDER shall vest and owned by Company. The Buyer/ Company alone shall have the right to obtain statutory protection on such intellectual property rights. The Supplier/ Contractor/Service Provider undertake to keep Company indemnified and harmless from any third party claims pertaining to intellectual property rights. Both Parties agree that all documents and information provided by the Company under the WORK/ PURCHASE ORDER shall be the property of the Company (Indorama India Private Limited) and that the technical and commercial content of said documents and information shall be owned by the Company. Company further agrees that the documents and information provided by the Supplier under the services shall not be used beyond what is agreed upon in this order, otherwise Supplier's written approval shall be required.
- 13.0 **Portable Tools Checking List:** a) Check cable condition, loose end, plug & its rating, cable joints (maximum 1 allowed in 15 Mtr Cable), standard cable color code, cable rating, earth for required task; b) Rotary electrical tools must be checked for proper guard, condition of grinding wheel & tool kits whichever applicable; and c) Check Test Certificates for Gas Cylinder, Condition of Regulator, Gas Hose Leakages & NRV availability in cutting torch.
- 14.0 **Indemnities:** The Supplier/ Contractor/Service Provider undertakes to indemnify, hold harmless and, if applicable and upon the Company's request, defend at its sole cost and expense, the Company, its agents, servants, officers, directors and employees, the Company's distributors, dealers harmless against any suit, action, proceeding, judgment, liability, cost, damage, loss, claim and expenses (including without limitation loss of profits and the cost of collection) occasioned by, arising out of, relating to and/or alleging any claim for injury, death, damage or loss to any person or any property, breach of any guidelines, standards, laws or regulations, or any consequential or incidental damages resulting therefrom, caused or contributed to by (a) any fault, defect or alleged defect in the material/goods.
- 15.0 **Force Majeure Clause:** The Supplier/ Contractor/Service Provider shall be excused from any failure to perform its obligations, if such failure is due to any Force Majeure event such as act of God, national strike or labour dispute, act or omission of Government, war or military operation. The Supplier/ Contractor/Service Provider shall notify Buyer/ Company promptly in writing, not later than 2 (two) days from the date of happening of such Force Majeure event. In case the Force Majeure event continues for more than 15 days, Buyer/ Company shall have the option to terminate this WORK/ PURCHASE ORDER by notice to that effect.
- 16.0 **Waiver:** No failure or delay on the part of Buyer/ Company in the exercise of any power or right hereunder shall operate as a waiver of such power or right.
- 17.0 **Assignment:** The Supplier/ Contractor/Service Provider shall not assign to any person or entity all or a portion of its rights or obligations or appoint any sub-contractor under the WORK/ PURCHASE ORDER without the prior written consent of the Buyer/Company, and any attempted assignment without such consent shall be void.
- 18.0 **Severability:** If any provision of the WORK/ PURCHASE ORDER is held by a competent authority to be invalid or unenforceable, the validity of the other provisions of the WORK/ PURCHASE ORDER shall not be affected.
- 19.0 **Notices and Communication:** Any notice or other communication that either party gives under the WORK/ PURCHASE ORDER shall be made in writing and given either by hand, first class recorded postal delivery, facsimile transmission or electronic mail to a previously designated authorized individual. For the purposes of this provision, any employee or agent of the Supplier/ Contractor/Service Provider who has accepted an order shall be deemed to be an authorized individual of the Supplier/ Contractor/Service Provider.
- 20.0 **Status of Supplier:** Nothing in the WORK/ PURCHASE ORDER shall create or be construed as creating a partnership, joint venture, an agreement of employment or relationship of employer and employee, or a relationship of principal and agent between the parties.
- 21.0 **Secrecy and Confidentiality Agreement:** As a result of this WORK/ PURCHASE ORDER, the Supplier/ Contractor/Service Provider has obtained or will obtain or be given access to confidential information of the Company (Indorama India Private Limited), including but not limited to financial information, new product information, designs, trade secrets, drawings and models (collectively, "Information"). The Supplier/ Contractor/Service Provider agrees not to disclose to any third party any information or the business terms of any of the WORK/ PURCHASE ORDER's documents, without the Buyer/ Company's prior written consent, and will not use any of the Company's Information for any purpose other than those purposes permitted or required under the order documents, or its performance hereunder.
- 22.0 **Governing Laws / Arbitration:** This WORK/ PURCHASE ORDER shall be construed and enforced in accordance with and under the laws of the Government of India. Both parties agree that in case of any difference of opinion or dispute between the parties involved, they will resolve the same through mutual discussions and agreement. However, unresolved issues, if any, will be settled by arbitration as per the Indian Arbitration and Conciliation Act, and the venue of the arbitration will be in Himachal Pradesh only or any other place/ country suitable to both the parties. The language of the arbitration shall be English.
- 23.0 **Occupational Health & Safety Requirement:** Indorama India Private Limited is an ISO 45001:2018 certified company. All equipment/machinery/parts should be marked appropriately for its storage & safe operation. It is the responsibility of Supplier/ Contractor/Service Provider to communicate all general and specific safety requirements for its safe storage, operation and maintenance. The commissioning and service engineers shall follow all OH&S requirements laid by Indorama India Private Limited.
- 24.0 **Environmental Management System Requirement:** Indorama India Private Limited is an ISO 14001: 2015 certified company and believes in creating a safe and clean global environment. It aims at a controlled environment in and around the factory to ensure safe and healthy conditions and continuous improvement in quality of its environment through efficient use of resources and prevention of pollution. Further, it ensures regular/ timely compliance with applicable statutory environmental rules and regulations. The Supplier should send only emission free certified vehicles/ driving license for drivers, for loading/unloading and the emission free certificate should be available in all trucks/vehicles while coming to Company's factory. The materials should not affect the environment in Company's plant and the packing of the materials should be as per the guidelines/ rules and regulations.
- 25.0 **Energy Efficiency Requirement:** The material/goods should be supplied in energy efficient way and must correspond to the energy efficiency requirement as mentioned in the specifications, as desired, from time to time. Indorama India Private Limited shall reject the material/equipment if the energy efficiency performance is not delivered/ matched as desired. Tools/tackles/machinery used by Service Provider/Contractor should be energy efficient to the best available in the market or as guided by the concerned authority from Company.
- 26.0 **Conflict of Interest:** In case the Supplier/ Contractor/Service Provider has any personal relationship with any employee of Buyer/ Company, he shall make complete prior disclosure to that effect.
- 27.0 **Non- Exclusive Agreement:** The Buyer/ Company is free to obtain similar services or material/ goods from any third party and the arrangement with the Supplier/ Contractor/Service Provider under this WORK/ PURCHASE ORDER is on non-exclusive basis.
- 28.0 **Non-Solicitation:** The Supplier/ Contractor/Service Provider shall not employ or offer to employ any employee (except for employment made through public advertisement) of Buyer/ Company during the existence of the business and for a period of 24 months from the date of cessation of business.
- 29.0 **Non-Variation:** No amendment or variation of this WORK/ PURCHASE ORDER shall be valid unless it is in writing and signed by the authorized persons of both the parties hereto.
- 30.0 **Entire Understanding:** The terms and conditions provided in this WORK/ PURCHASE ORDER shall prevail and supersede over any previous, written or oral discussions, made between the parties.
- 31.0 **Other Terms & Conditions:** a) Electrical goods and Services shall be ENERGY EFFICIENT and ENERGY STAR RATED EQUIPMENT, where ever it is applicable; b) For corrugated boxes, please ensure that "Recycle" sign is printed on the box as per approved artwork; c) For Gas Cylinders, please ensure safety caps on valves and pressure certificate should be accompanies with supply; d) For chemicals, leak proof carboys are required with necessary safety labels affixed; e) For HSD and HCL, there should be no leakage in the tankers and all necessary safety label markings should be displayed.
- 32.0 Any change in specification has to be carried out only after getting written confirmation from purchase department only and Supplier/ Contractor/Service Provider must ensure to issue "GST Compliant Invoice" with all essential particulars under directive of commercial laws, in order to facilitate the respective registration of Buyer/ Company to claim input tax credit.
- 33.0 The Buyer/ Company shall also be entitled to take reimbursement or by way of adjustment from subsequent payments, to recover tax, interest and penalty imposed by the tax authorities under any of the following circumstances in relation to business transaction with Company; a) In the event of Non-filing of returns and non-payment of tax within due timeline prescribed in GST law. b) In the event of Non-reflection of Supplier/ Contractor/Service Provider's traded information in the GSTR-2A of IIPL in GSTN Portal. c) In the event of input tax credit of GST charged by the Supplier is denied by the tax dept. due to deficiency in documents of the Supplier/ Contractor/Service Provider.
- 34.0 In case of any ineligibility of input tax credit due to non-issuance of e-invoice [referring rule 48 sub-rule 4 and 5 of CGST rules 2017 read with section 31 and section 16 of CGST Act, 2017] or due to failure on your part to comply with the GST laws/ regulations, Indorama India Private Limited would be compelled to take appropriate actions as necessary to indemnify the loss incurred, if any.

It is further understood that this agreement is the only agreement expressed or implied, either verbal or in writing, in connection with this work order. We request you to kindly sign and stamp the duplicate copy of the Work Order as a token of your acceptance of the order and return the same to us for our records.