

GENERAL TERMS & CONDITIONS OF DOMESTIC PURCHASE ORDER

The execution of this Purchase Order (hereinafter referred to as "PO") shall be deemed to be an acceptance of this General Terms and Conditions stated herein below and the conditions contained in the Special Terms and Conditions of the PO.

Definitions:

"Client": The entity with whom the Contractor is carrying out the works for which the supplies are required.

"Contractor": shall mean and include ITD Cementation India Limited and Joint Ventures/Consortiums of ITD Cementation India Limited".

"Vendor": shall mean the entity to whom this Purchase Order (PO) is addressed.

"Site": shall mean the location at which works are being executed by the Contractor

"Manufacturer": shall mean producer of the ordered Goods/Materials.

"Goods/Materials": shall mean and include direct material, consumable, equipment, associated spare & wear parts.

"Defect": shall mean any damage, defect, deficiency, fault, failure, inadequacy or discrepancy in the Goods/Materials or any part thereof and includes any damage to the Goods/Materials to the extent that such damage is caused directly or indirectly by any error, omission, deficiency, insufficiency or defect in or to the Goods/Materials, and the word 'Defective' shall be construed accordingly;

1. Language:

Language for all kinds of correspondence / communication shall be English.

2. Priority of Documents

2.1. In the event, separate documentation is executed between the parties in such an event, such document alongwith following documents, if any, shall form part of the PO and in the order of priority as below:

2.1.1. PO Terms and Conditions

2.1.2. Specifications

2.1.3. Drawings

2.1.4. General Terms and Conditions

2.1.5. Letter of Intent / Work Order

2.1.6. Any other document forming part of the PO including the Contractor's policies such as Vendor Code of Conduct and the likes.

2.1.7. Vendor's invoice

2.2. The PO shall supersede all prior letter of intent/ if any, or any other negotiations / correspondences exchange between the parties prior to the issue of the PO, unless otherwise specifically mentioned.

3. Responsibility

3.1. The Goods/Materials shall be delivered strictly as per the quality, quantity, specifications and as per the Delivery Schedule mentioned in the PO. The time and the specifications being essence of the PO. If the goods are not delivered in the manner and at the times specified, Contractor reserves the right without liability and in addition to its other rights and remedies to take either or both of the following actions: (a) direct expedited delivery of the Goods/Materials, with any difference in cost caused by such change paid by Vendor alone, and/or (b) purchase substitute Goods/Materials and charge Vendor with any loss or additional costs.

3.2. The Contractor shall neither take delivery nor be responsible or liable for the safety / security/ unloading of any Goods/ Materials supplied by the Vendor without any written order or a printed official forms duly signed by one of its authorized officials of the Contractor.

3.3. The Contractor shall have the right at any time or from time to time and any stage to make any alterations in the specifications and/or in the quantity of the Goods/Materials and the Vendor agrees to supply such Goods/Materials as per the alterations required by the Contractor as per the amended terms and conditions communicated in writing by the authorized representative of the Contractor. .

4. Price:

The total Purchase Order value is for supply of ordered Goods / Materials at Site and is inclusive of cost of transport worthy packing, transit insurance, loading and freight charges and shall remain firm till the completion of supply of quantity ordered under this PO unless as mentioned in Clause 3.1 hereinabove. The price shall include GST and all applicable taxes and duties.

Delay in payments shall not entitle the Vendor to claim any interest whatsoever or hold the pending dispatches.

5. Taxation

- 5.1. All Taxes and Levies as per Government norms from time to time shall be in the scope of the Vendor, unless otherwise specifically mentioned in the PO. The Vendor shall ensure filing of appropriate returns under GST and make payment of taxes as per the scheduled date.
- 5.2. The Vendor will be solely responsible for non-compliance of Tax provisions, if any. The proof of such payment of tax shall be furnished by the Vendor to The Contractor. The Vendor shall indemnify the Contractor from any liability arising out of non-payment of any taxes/duties by the Vendor.
- 5.3. ITD Cementation India Limited will be deducting applicable TDS u/s 194Q from vendor bills @ 0.1% w.e.f. 01.07.2021 as per income tax act 1961 and due to this reason, the vendor need not again include TCS u/s 206(1H) in their bills

6. Manufacturer Test Certificate:

The Vendor shall submit, along with the delivery of the Goods/Materials duly endorsed Manufacturer Inspection / Test certificate (MTC), for the dispatched Goods/Materials, indicating Physical Properties, Chemical Composition and other parameters.

7. Quality, Inspection and Testing

- 7.1. The Goods/Materials shall be subject to approval of the Contractor and must strictly confirm to workmanship, quality, materials, construction, dimension, tolerance, performance and other details specified herein and in the specification or samples or as directed. Liberal factors of safety must be used throughout the design.
- 7.2. If in the opinion of the Contractor any Goods/Materials are Defective and do not comply with terms herein, the Contractor shall have the right to reject such Goods/Materials. The rejection will be communicated in writing within reasonable time.
- 7.3. In case the Goods/Materials are defective and/or damaged and/or not as per the descriptions mentioned herein and/or not delivered as per Delivery Schedule, then in such case, at the discretion of the Contractor, the Contractor may direct the Vendor to repair and/or to replace the rejected Goods/Materials within stipulated time otherwise the Contractor can get such defects rectified at the cost and consequences of the Vendor and/or Contractor shall purchase the substitute Goods/Materials and charge Vendor with any loss or additional costs or the Contractor shall have right to reject the entire order or outstanding order. In the event the entire order or outstanding order is rejected by the Contractor, in such an event, the Vendor unconditionally agrees and undertakes to refund the entire or the proportionate amount paid, as the case may be within 5 (five) days from the date of communication of rejection failing which the Vendor shall be liable to refund the outstanding amount along with Interest @ 12% per annum and associated cost incurred by the Contractor, if any, at actuals from the date of rejection of the purchase order.
- 7.4. The Contractor and its duly authorized representative shall at all reasonable times have access to the Vendor's premise or works to inspect the material or workmanship of the goods during its manufacture. All goods are subject to inspection and test if necessary but it is clearly understood that any such inspection shall not relieve the Vendor of his responsibility and /or liability. Final testing of the goods shall be at the Contractor's site / premises and only, after complete erection, if applicable, at the Vendor's cost. The final inspections shall be carried out at the Site by the Contractor and/or the Client...
- 7.5. Till the repair/ replacement is made or in the event the entire PO is rejected, then the rejected Goods/Materials shall be lying at site strictly at Vendor's risk, cost and responsibility. The Vendor will then arrange to take back the used / unused material on as is where is condition at its own cost within [•] days from the date of rejection communicated by the Contractor to take back the material failing which the Contractor shall be entitled to treat the goods as scrap and dispose of the same in scrap sale. No claim for undervaluation etc. as a result of scrap sale shall be entertained by the Contractor and the Vendor shall not be entitled to any damages and / or loss as a result thereof.

8. Packing:

Packing should be suitable for road/rail/marine/air transportation as applicable. Packing list should provide details such as number of packages, mode of packing, package no., items packed in each package with their quantities / dimensions / gross weight / net weight of each package and their shipping marks. The Vendor shall be entirely responsible for the loss and/or damage due to faulty protection and / or insecure packing. All packing material shall be the property of the Contractor.

9. Transit Insurance

Transit Insurance from the Vendor's Plant / Godown to the destination site address is to be taken and paid by the Vendor at its own cost. Vendor shall secure and maintain insurance providing sufficient coverage to comply with its obligations under this PO.

10. **Transportation:**

- 10.1. The Vendor shall be responsible for arrangement of transportation from its Plant / Godown to the site on "Freight Pre Paid basis". Loading and unloading of the ordered Goods/Materials at Vendor's Plant / Godown will be in its scope..
- 10.2. The Vendor's transport must adhere to below mentioned norms while supplying material at site.
 - 10.2.1. Driver must carry RC cum Vehicle fitness certificate.
 - 10.2.2. The Materials/Goods is/are properly packed and safely lashed with belts/ ropes /chain for transportation.
 - 10.2.3. Providing waste disposable guidelines in case of hazardous waste.
 - 10.2.4. Driver should be aware of Material Safety Data Sheet (MSDS) and Action to be taken in case of any emergency for hazardous material.
 - 10.2.5. UN number must be displayed on the vehicle, while transporting hazardous substances or flammable liquid.
 - 10.2.6. Driver must maintain Safe Speed limit, as displayed by authorities.
 - 10.2.7. Driver must have valid License and PUC of the vehicle with other relevant documents.
 - 10.2.8. Vehicle must be provided with Fire Extinguishers for flammable material.
 - 10.2.9. Driver & Helper must have Safety Shoes & Helmet or required PPE's used within site premise.
 - 10.2.10. Vehicle must be provided with reverse horn and/or helper.
 - 10.2.11. Vehicle must be provided with Wheel Stopper.

11. **Liquidated Damages.**

In case of failure of the Vendor to deliver the Goods/ Materials as per Delivery Schedule and in the events mentioned under Clause 7.3 hereinabove, the Contractor shall without prejudice to its other remedies under this purchase order, deduct from the order price as pre estimated liquidated damages at 0.50% of the total PO value per week (or part thereof). In case of part delivery, where the portion delivered cannot be effectively utilized without undelivered portion, the entire portion shall be deemed to be undelivered.

12. **Guarantee / Warranty:**

- 12.1 The acceptance of goods supplied by the Vendor shall be subject to the approval of the Contractor and must strictly confirm to, workmanship, quality, materials, performances, dimension, tolerances and other details specified herein and in the specification or samples or as directed by the representatives of the Contractor. If in the opinion of the Contractor any items are defective and do not qualify or comply with terms mentioned herein this PO, the Contractor shall have the right to reject such items and the Vendor shall be liable to replace such items of goods or compensate the Contractor for the value thereof and also for all direct and consequential damages or losses to the Contractor consequent there from.
- 12.2 Vendor further warrants that the Goods/Materials will be merchantable, non-infringing, free from defects and shall be fit and sufficient for the purpose intended.
- 12.3 Vendor during complying its obligations under the PO shall comply with the applicable provisions of all state or local laws or ordinances and all orders, rules and regulations issued thereunder, including without limitation, any local law or regulations relating to the privacy, security, integrity and availability of personal data along with the Vendor's Code provided by the Contractor.

13. **Purchase Order Closure**

In case of in-ordinate delay in supplies for reasons attributable to the Vendor, the PO shall be treated as closed unless extension is given in writing by the Contractor.

14. **Confidentiality**

All Purchase Orders placed by the Contractor are strictly confidential. The Vendor shall not publish or allow to be published whatsoever any details concerning the goods without the Contractor's prior permission in writing. All designs specifications supplied by the Contractor shall be kept by the Vendors in safe custody and not shown or disclosed to any person save for the limited purpose of manufacturing the goods comprised in the order. Such Design, specifications shall be the property of the Contractor and the same shall be returned to the Contractor on demand and in any event upon complete production of the Goods contained in this PO and shall not be used by the Vendors for or in connection with the production of any goods whatsoever other than goods ordered by the Contractor.

15. Environmental & OHSAS compliance:

- 15.1. The Vendor shall under no circumstances try to impose any new conditions of supply either orally or in writing in the form of any written document, delivery challans, letter, invoice or any other document which contains conditions of supply other than agreed under this PO.
- 15.2. **The Vendor shall adhere to the following safety / environmental requirements:**
- The Vendor will understand from Contractor's site Safety Officer and Safety, Health and Environment (SHE) Requirement and comply with the same.
 - The Vendor will abide by all SHE legislations, rules, notifications, directives of Central/State Government Authorities. Local Regulatory Authorities and indemnify the Contractor against all obligations and damages.
 - The Vendor will provide all relevant information (Fact Sheet/Material Safety Data Sheet/Operation Manual/Maintenance Manual) for safe use of materials/plant/equipment supplied by him.
 - The Vendor will provide qualified personnel for operation of plant / machinery / equipment supplied/deployed/handled by him as also requisite number of helpers.
 - The Vendor will understand from our Project Manager Penalties that can be imposed on him for non-compliance with Safety/Environment requirement and pay the same, in case of violation.
 - The Vendor shall periodically visit the Contractor's website <https://www.itdcem.co.in/about-us/ims-policy/> for updated Policy.

16. Indemnity

The Vendor shall indemnify and shall keep indemnified and hold harmless the Contractor against and from all claims, actions, suits, demands, liabilities, charges, and any / all proceedings and any/ all losses or damages or cost or expenses (including legal fees and expenses) including third party claims that may be suffered, incurred or expected to be so suffered or incurred by the Contractor on account of anything done or omitted to be done by the Vendor in connection with the PO or any part thereof and performance of its obligations, duties, responsibilities or liabilities in the PO or otherwise. The Vendor shall also indemnify, defend, save and hold harmless the Contractor against any Claims, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of Vendors performance or use by the Contractor of materials furnished under this PO. The Vendor shall be liable for any damages or claims of such infringements and shall keep the Contractor indemnified in that regard. The Vendor shall, at its own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents or copyright or other proprietary rights of any third parties involved in the PO and in case of any award of damages, the Vendor shall pay for such award.

17. Force Majeure

- 17.1. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind as follows:
- 17.1.1. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power or civil war, riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel, or the personnel of sub-contractors or Vendors,
- 17.1.2. Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the party's use of such munitions, explosives, radiation or radioactivity.
- 17.1.3. Natural catastrophes such as but not limited to earthquake, hurricane, typhoon or volcanic activity, floods, landslide, epidemic and pandemic.
- 17.2. If any party is or shall be prevented from performing any of its obligations under the contract by Force Majeure, then it shall give notice to the other party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or shall be prevented. This notice shall be given within 14 days after the party became aware, (or should have become aware), of the relevant event or circumstance constituting Force Majeure.
- 17.3. Each party shall use its best endeavors to resume performance without avoidable delay. In the event of occurrence of any of the above mentioned force majeure event both the parties shall be excused from the performance / obligation under the PO to the extent the performance is affected by the said Force Majeure event. Each party shall bear its respective losses in the event of occurrence of any force majeure event.

18. Dispute Resolution

- 18.1. In case of any disputes whatsoever arising in the performance of the PO, the authorized representative from each party shall discuss and try to resolve the dispute amicably within 15 days from the date of such dispute, failing which, a mutually agreed Sole Arbitrator shall be appointed by the parties herein. In the event, the parties fail to agree upon and / or appoint the Sole Arbitrator within 30 days from the date of invocation of this clause, then either party has the liberty to approach the Bombay High Court for appointment of the sole arbitrator. The Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 subject to statutory modifications thereof. The arbitrator shall give a speaking and reasoned award which shall be final and binding on the parties. The seat and venue of the arbitration proceedings shall be at Mumbai only. The Arbitration shall be conducted in English language only.
- 18.2. Notwithstanding the invocation of the sub-clause 19.1 above, unless this PO is terminated for the Vendor's default under clause [•], the balance quantity shall continue to be supplied by the Vendor as per the PO's terms and conditions to the Contractor.

19. Termination

In case of any breach of the terms and conditions of the PO by the Vendor, the Contractor reserves the right, amongst other remedies available under the PO, to unilaterally terminate the PO without being liable for any loss or damages whatsoever.

20. Governing Law and Jurisdiction

The Purchase Order is governed as per Indian laws as amended from time to time. Courts in Mumbai shall have exclusive jurisdiction to settle all the disputes arising out of this PO between the parties herein.

21. The termination of the PO in accordance with the terms hereof, shall not relieve the Parties of their respective obligations, and the provisions which expressly or by implication survive termination including the provisions of Clauses (Price and payment terms), (Liquidated Damages), (Guarantee and Warranty), (Indemnity), (Confidential Information), (Dispute Resolution), (Governing Law and Jurisdiction) shall continue to survive the termination.
22. The provisions of the PO are severable. If any provision or condition of the PO is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the PO.
23. Subject to Clause 24 below, no relaxation, forbearance, delay, waiver (including partial or conditional waiver) or indulgence by the Contractor in enforcing any of the terms and conditions of the PO or the granting of time by the Contractor to the Vendor shall: (a) prejudice, affect or restrict the rights of the Contractor under the PO (b) not be effective unless it is in writing and executed by a duly authorized representative of the Contractor; (c) not affect the validity or enforceability of the PO in any manner; and (d) not operate as waiver of any subsequent or continuing breach of the PO or of the other provisions or of other obligations under the PO.
24. Any waiver of the Contractor's rights, powers or remedies under the PO must be in writing, must be dated and signed by an authorized representative of the Contractor granting such waiver, and must specify the right and the extent to which it is being waived.