

## **General Terms and Conditions of Purchase of Material & Spare Parts.**

These General Terms & Conditions of Purchase (“General Terms/ these Terms”) shall be incorporated and form an integral part of each contract between The Hi-Tech Gears Limited, a Company incorporated under the provisions of Companies Act 1956 (“THGL/BUYER”) and SELLER (“SUPPLIER/SELLER”) for the purchase and supply of certain Material(s), Equipment(s), Machine(s) (‘Goods’) etc.

The Hi-Tech Group (companies directly or indirectly controlled by The Hi-Tech Group), including but not limited to its joint ventures, partnership, holding, subsidiary company, associates are entitled to purchase from the SUPPLIER subject to these terms.

THGL and SUPPLIER shall collectively be referred to as “Parties” and individually as “Party”.

### **1. GOODS**

1.1 SUPPLIER agrees to accept periodic THGL Purchase Orders (‘PO’) (individual or blanket) and Releases for the Goods under these terms & conditions which will set forth the THGL part number, quantity, and delivery location, pricing, schedule for the ordered Goods and other conditions.

1.2 SUPPLIER shall ensure that all Goods conform and remain current with all THGL requirements and specifications made available to SUPPLIER from time to time.

1.3 Unless specifically mutually agreed or provided in POs, Goods specification are agreed is as per Annexure A.

### **2. PRICING**

2.1 SUPPLIER shall supply the Goods to THGL in accordance with the agreed Product pricing set forth in respective THGL Purchase Orders (‘PO’) or release as amended from time-to-time. The agreed pricing is firm and fixed.

2.2 SUPPLIER shall be solely responsible for all cost fluctuations, unless agreed specifically.

2.3 SUPPLIER will be responsible for paying (i) any and all taxes levied by any governmental authority on SUPPLIER’S income resulting from the sale of the Goods to THGL and (ii) any and all duties, taxes, and tariffs (including sales, use, GST, value-added or similar taxes) levied on SUPPLIER. THGL shall only be responsible for paying duties, taxes, and tariffs levied on the Goods by any governmental authority as a result of a sale and delivery of the Goods under these Terms, unless specifically agreed. SUPPLIER shall be responsible to take necessary registration as may be required under the applicable laws from time to time.

2.4 In the event if THGL requests functional changes to the existing Goods supplied by SUPPLIER, and such changes result in corresponding engineering changes to the Goods, SUPPLIER will intimate THGL about the time and commercial impact, if any. Both parties agree to abide the price as confirmed upon mutual agreement.

2.5 SUPPLIER agrees that the serial production and supplies of Goods are in accordance with the award of program/project by THGLs Customer (‘Customer’) and the duration of the program/ project is according to discretion of such Customer. In case of withdrawal/ termination/ expiry of such award,

THGL shall not be responsible for purchase of agreed Goods.

2.6 SUPPLIER and THGL to set an annual cost reduction target as per each project(s)/product(s), unless agreed specifically. Further SUPPLIER to achieve and maintain the target despite any additional costs.

2.7 SUPPLIER agrees to work proactively and cooperatively with THGL to identify specific projects and schedules for reducing SUPPLIER'S manufacturing and Product costs.

2.8 SUPPLIER shall provide market-competitive pricing. If THGL identifies alternative SUPPLIERS for the Product(s) which offer more competitive pricing, SUPPLIER will have first right of refusal with 30 days to match or counter the competing offer for the applicable Goods. THGL will utilize only a bona fide commercial offering price for substantially equivalent Goods, in comparable quantities, under similar terms and conditions to assess the market competitiveness of SUPPLIER.

If SUPPLIER is unable to meet the competitive quotes THGL shall have the right to terminate the P.O in full or part.

### **3. TOOLING AND EQUIPMENT.**

3.1 SUPPLIER shall maintain, repair and replace, at its own expense, all tooling, gauging and facilities necessary for the Goods. SUPPLIER agrees to keep all such tooling, gauging and facilities in good working order and condition, in accordance with industry standards, fully covered (replacement value and cost) by insurance and free from liens and other encumbrances. SUPPLIER to maintain all documents for tooling, gauging and calibration and provide the copy to THGL whenever requested.

3.2 SUPPLIER shall not use his unique tooling, or tooling otherwise funded in whole or in part by THGL, to manufacture, recondition or repair Goods except for sale to THGL or a third party approved by THGL.

3.3 THGL shall retain all rights to drawings, engineering instructions, specifications and other data furnished to SUPPLIER by THGL, and no such drawing, engineering instructions, specifications or other data shall, without written permission by THGL, be reproduced or used in any way except for the benefit of THGL. All such drawings, instructions, specifications and data will be returned to THGL immediately either upon request or upon the expiration/termination of these Terms or completion of supply.

### **4. PAYMENT**

4.1 Unless specifically agreed in the P.O, payment shall be made pursuant to SUPPLIER'S invoice, upon delivery of the goods and upon receipt of a proper verifiable delivery & required documents note. In other cases, the payment terms agreed is Sixty (60) **days** from the date of material receipt at the designated unit/ plant.

4.2 The terms of delivery shall be mentioned in the P.O and delivery schedule.

4.3 SUPPLIER shall promptly invoice THGL upon delivery of the Goods, unless otherwise stated on an applicable THGL PO or Release.

4.4 Payment for all Goods shall be **made in India Rupees (INR)**, unless specifically agreed in PO, subject to TDS / withholding of taxes, if any.

4.5 THGL reserves the right to offset amounts due to SUPPLIER under these Terms & conditions or otherwise against any outstanding dues, including pending previous claims. THGL may withhold payment of any amount that it may reasonably dispute in good faith until such dispute is resolved. SUPPLIER hereby authorizes such withholding and offset or adjustment.

4.6 In case of any pending commercial claim on SUPPLIER by THGL, THGL reserves the right to offset amounts payable to SUPPLIER.

4.7 In case of any rejection, for the parts supplied by SUPPLIER to THGL (before assembly), THGL will raise debit note on landed cost. (Basic + taxes +additional cost as THGL may deem appropriate.).

4.8 In case of any rework carried out by THGL or its Vendor, SUPPLIER agrees to pay rework and additional cost as THGL may deem appropriate to THGL within 30 days from the date of Claim. In case of non payment, THGL has right to adjust/set off amount pursuant Clause 4.5.

4.9 In case of any rejection after assembly in THGL, due to use of defective parts supplied by SUPPLIER, THGL will raise debit note as per the Cost provided in cl. 4.7, above to the SUPPLIER for the reasons attributable to SUPPLIER's cause. SUPPLIER agrees to provide the rework at customers end & at the same time THGL has right to debit the other additional cost.

4.10 SUPPLIER shall bear any and all additional damages and/or liabilities, including production interruption of THGL and of its Customer in case of delay, losses etc. due to Cl. 4.7 to 4.9 above.

## **5. PACKAGE OF CONTRACT PRODUCTS**

5.1. The packaging of contract products used by SUPPLIER should be approved by THGL.

5.2. SUPPLIER should meet the packaging specifications specified by THGL

5.3. The packaging should withstand any damage during the shipment to protect the contract products.

5.4. THGL have no responsibility for returning the empty packaging/containers, in case of such requirement by the SUPPLIER, parties should sign the "Return package agreement" separately.

## **6. DELIVERY**

6.1. Time is essence of all commercial relationship. Agreed delivery dates and time limits are binding. Delivery must be effected within the time specified in the Purchase Order or Releases. SUPPLIER agrees to adhere to the schedule Released by THGL. Based on Customer's changes in requirement, THGL may amend the rolling schedule on SUPPLIER. SUPPLIER agrees to support THGL changes.

6.2. In case of any excess supply by SUPPLIER, THGL reserves the right to send it back at SUPPLIER cost. In case of any late or short delivery by SUPPLIER, SUPPLIER needs to inform THGL at least 15 working days in advance. THGL reserves the right to recover the additional costs and losses from the SUPPLIER for not full filling any obligation. In case of late or short supplies, not communicated in advance to THGL, causing THGL line losses, SUPPLIER agrees to reimburse such cost within 15 working days from the claim submitted by THGL.

6.3. SUPPLIER will promptly submit correct and complete invoices with appropriate supporting documentation and other information reasonably required by THGL to the applicable THGL Customer

and THGL may withhold payment until a correct and complete invoice or other required information is received and verified.

6.4. SUPPLIER will without any extra charges for handling, packing or delivery, properly pack and deliver the Goods in strict conformity with any commercially reasonable instructions that THGL may provide. If THGL has not provided any packing or delivery instructions, SUPPLIER will pack and deliver the Goods in accordance with industry best practices.

6.5. SUPPLIER agrees to deliver the Goods in accordance with these general terms & conditions and the quantity, time, place and manner specified on the face of the applicable THGL Purchase Order or Release.

6.6. SUPPLIER shall endeavor to maintain one hundred (100) percent (%) on-time delivery performance, consistent with the ISO 9001/TS 16949/IFTF2016 or any other relevant requirement as on the date of delivery. SUPPLIER shall manage and maintain its supply base in order to timely and effectively meet THGL requirements.

6.7. In the event of any delay attributable to SUPPLIER cause, THGL reserves the right to cancel the pertinent Purchase Order or Release with penalty or charge by giving prior written notice to SUPPLIER. THGL may obtain substitute Goods from other suppliers without notice to SUPPLIER and thereafter reject any late goods or services tendered by SUPPLIER even if conforming, at the cost, consequence and penalty of SUPPLIER.

6.8. SUPPLIER shall bear all such costs such as premium freight, cost of arranging the substitute products, costs for mitigation of all liabilities by THGL and compensate THGL for all other costs incurred by THGL due to late deliveries of Goods to THGL to the extent it is attributable to the late delivery of the Goods from THGL to its Customer, including all losses, damages and claims of whatsoever nature.

## **7. QUALITY**

7.1. In the execution of its activities for THGL, SUPPLIER shall observe all quality measures as per the prevailing regulations and as per THGL's stipulations in the Purchase Order, Quality Assurance Guidelines, as issued from time to time.

7.2 SUPPLIER will fully responsible for the PRODUCTS to be in conformity with the quality agreed upon by taking into account the state of the art.

7.3 If and as far as SUPPLIER realizes or due to its expertise can realize that the PRODUCTS are not fit for the intended purpose or fit for the intended purpose even to a limited extent only, SUPPLIER shall immediately notify THGL of such situation in writing. Such notice shall in no case affect SUPPLIER's obligations or duties under the CONTRACT.

7.4 Incoming goods inspection by THGL is limited to the identity and quantity of the PRODUCTS and obvious damage caused in transit. Apart from this, THGL reserves the right to claim as and when a defect (not as per specification) or quantity discrepancy occurs. Waiver of inspection by THGL will not relieve SUPPLIER of its obligations. Further, in case of any such rejection, SUPPLIER is responsible for the premium/expedited freight for the delivery of corrected consignment, notwithstanding any other liability under these terms.

7.5 SUPPLIER guarantees that the PRODUCTS of batches delivered shall not be of a poorer quality than the sample / PPAP part inspected and accepted by THGL.

7.6 SUPPLIER shall take prior written consent from THGL and immediately notify THGL for any relocation of its production line/ machine. SUPPLIER to bear all the expenses caused by the relocation / approval process/ testing. This shall also apply to all expenses incurred by THGL as a result thereof, including all losses, damages and claims of whatsoever nature. THGL may ask for re-audit, before the supplies can start.

## **8. WARRANTY & INSURANCE**

8.1. If SUPPLIER breaches any of its contractual obligations it shall compensate THGL for the damage or loss incurred with additional charges, as THGL may deem appropriate.

8.2 The SUPPLIER to provide warranty against the products, so supplied for the longer of 48 months from the delivery of Goods to THGL pursuant hereto or the period for which THGL warrants the Goods to Customer/end users. The SUPPLIER represents, warrants and covenants that, the Goods will (i) be new; (ii) be delivered with good title, free, merchantable and clear of any security interest, claim, demand, lien or any other encumbrance; (iii) be free from defects in material and workmanship; (iv) be in conformity with all specifications, drawings, and samples furnished by THGL; and (v) not misappropriate any trade secret or infringe, violate, trespass or in any other manner contravene or constitute the unauthorized use of any patent, trademark, copyright or other intellectual property right.

8.3. The warranties of this general terms & conditions are in addition to any other warranties provided at law, whether express or implied. All such warranties, whether contractual, expressed or implied, shall survive acceptance of the Goods and shall be transferable to THGL customers (including end users and distributors of the Goods) and to THGL' successors and permitted assigns.

8.4. SUPPLIER agrees to reimburse THGL for all warranty expenses incurred by THGL as a result of SUPPLIER non-conforming and/or defective Goods supplied to THGL or pass on to THGL, directly or indirectly, after further processing. In such events, THGL will either supply new parts or components in exchange for those defective parts or repair such defective parts or components free of charge to the Customer and recover such cost of supplying new parts, components or repair cost plus additional charges from the SUPPLIER, as it may deem appropriate and damages/claims/penalty as imposed by the customer.

8.5. SUPPLIER is liable to THGL for total Warranty or any other costs associated with any proven failure on SUPPLIER's part to provide Goods that meet THGL specifications under these Terms.

8.6. SUPPLIER will be responsible for any catastrophic failure costs, if any, associated to parts delivered to THGL that do not meet THGCA specification. SUPPLIER commits to have Product Liability & Recall Insurance in place.

8.7 SUPPLIER shall maintain at its expense, insurance policies with financially sound insurance companies. These policies shall cover SUPPLIER'S liabilities towards THGL, its Customer and third parties, and in particular but without limitation include product liability & recall insurance coverage.. THGL may require SUPPLIER to furnish evidence of the foregoing insurance and renewals thereof or any other information regarding such insurance. However, non asking of such insurance by THGL from SUPPLIER will not relieve SUPPLIER of its liability.

## **9. SERVICE SUPPORT AND RESPONSIBILITIES**

9.1. SUPPLIER agrees to provide necessary documents, support and services to THGL and customers of THGL associated with the Goods as and when required.

9.2. SUPPLIER will bear all the cost incurred if any service to be provided at Customers end within & out of India for any of the issues highlighted by THGL related to any product/part supplied by the

SUPPLIER.

## **10. PERFORMANCE REVIEWS AND AUDITS**

10.1. A performance review of SUPPLIER will be held by THGL at such intervals as it may deem required.

10.2. SUPPLIER shall provide to THGL upon THGL's request, to the best possible extent, total cost of ownership (TCO) information, including without limitation a breakdown of materials, overheads, manufacturing costs, and handling charges.

10.3. SUPPLIER will arrange an appropriate level of in-plant visits of THGL representatives from Sales, Quality, Production Control and Engineering. The frequency and types of visits will be agreed upon by THE PARTIES.

## **11. CONFIDENTIALITY AND NON-DISCLOSURE**

The SUPPLIER agrees that any confidential information disclosed by THGL by whatever means will be considered confidential and proprietary. SUPPLIER shall hold the same in confidence, shall not use the same other than for the purpose of this General Terms & Conditions.

11.1 As used herein, "Confidential Information" refers to any information proprietary and confidential in nature and is either (i) technical information, including patent, copyright, trade secret, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, source documents etc, and services of THGL, and/or (ii) non-technical information relating to THGL'S products, including without limitation pricing, margins, merchandising plans and strategies, finances, financial and accounting data, shareholding data and information, business suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information which is proprietary and confidential to THGL, and all/any information relating to subsidiaries, Affiliates, Group Company(ies), Associates etc of THGL including its Directors, Promoters and Employees.

11.2 SUPPLIER will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to THGL, whether or not in written form. SUPPLIER shall treat all Confidential Information of THGL with at least the same degree of care as SUPPLIER accord its own confidential information. SUPPLIER further represents that it exercises at least reasonable care to protect its own confidential information. The confidential information be shared to only those of its employees who need to know such information and certifies that such employees have previously signed a similar General Terms & conditions with SUPPLIER.

11.3 Confidential Information shall be deemed proprietary and the SUPPLIER shall have no obligation with respect to such information where the information: was known to SUPPLIER prior to receiving any of the Confidential Information from Discloser; has become publicly known through no wrongful act of SUPPLIER; was received by SUPPLIER without breach of these Terms from a third party without restriction as to the use and disclosure of the information; was independently developed by it without use of the Confidential Information.

11.4 Confidentiality obligations shall be valid for the tenure of this General Terms & Conditions and shall survive the termination of any other relationship between the parties.

## **12. INTELLECTUAL PROPERTY**

12.1. SUPPLIER acknowledges that THGL do not transfer to SUPPLIER any patent, trade secret, trademark, service mark, copyright or other intellectual property right (collectively, "Intellectual Property Rights") of THGL or its customers made available to SUPPLIER, or to which SUPPLIER has

access to, under the these Terms.

12.2. Any discovery, invention or improvement (collectively, "Discovery") with respect to the design of the Goods which is conceived or developed by either Party individually or jointly in the course of performing these Terms will be the property of THGL, and THGL will be the owner of all intellectual property rights arising in any jurisdiction in the world pertaining thereto. THGL will have the right to apply for patent protection for such Discoveries in its own name and at its own expense, and SUPPLIER will cooperate in connection with any such application and the prosecution thereof.

12.3. SUPPLIER hereby irrevocably transfers, conveys and assigns to THGL all of its right, title, and interest in and to any derivatives, enhancements, modifications, alterations or improvements SUPPLIER conceives to any Product (hereinafter collectively "Improvements") during the Term of this general terms & conditions which is conceived or developed using the confidential information of THGL in performance of these Terms THGL shall have the exclusive right to apply for or register any patents, mask work rights, copyrights, and such other proprietary protections, formal or informal, with respect thereto, on a world-wide basis, and to incorporate improvements into the goods at no additional charge in any manner.

12.4. SUPPLIER shall immediately notify THGL of any alleged, actual or apparent infringement of THGL's intellectual property, including, without limitation any Trademark, Product, patent, or trade dress, of which SUPPLIER becomes aware. THGL shall have the right, but not the obligation, to take legal action to restrain such infringement and to settle any litigation or threat of litigation relating to such infringement on terms satisfactory to it. If requested by THGL, SUPPLIER shall aid THGL at THGL's expense in the prosecution or settlement of such litigation.

12.5. The clause 12.1 to 12.4 above represents the standard process. In the case of a specific technology input or design change that SUPPLIER wants to keep ownership, a formal written terms & conditions needs to be put in place upfront and added to this contract as an amendment.

### **13. INDEMNIFICATION**

13.1. SUPPLIER agrees to indemnify and hold harmless THGL, its Customers, affiliates, subsidiaries, holding company officers, directors, agents and employees from and against all losses, costs, damages or expenses including reasonable attorney's fees ("Losses"), arising out of or connected with (i) any actual or alleged breach by SUPPLIER of any term and/or warranty and or covenant set forth in these Terms, (ii) any claim alleging the infringement of any third party's patent, trademark, copyright or other rights due to its sale or use, alone or in combination, of the Goods, including the Goods and designs developed by SUPPLIER, except to the extent the alleged infringement is directly attributable to the Goods being manufactured solely in accordance with the Specifications; (iii) any Product liabilities and/or recalls; or (iv) any actual death or injury to any person, damage to any property, or any other damage or loss, by whomever suffered, which is claimed to have resulted in whole or in part of Product or any actual defect in such Product, whether latent or patent, including any failure to manufacture the Goods according to the Specifications, or to provide adequate warnings, labeling or instructions specified by THGL, except to the extent such death, injury, damage, or loss arises from the Specifications or any material alteration, modification or improper or unauthorized service and repair of the Product performed by THGL or its customers.

13.2. SUPPLIER shall be solely responsible for its indemnification obligation under this Clause 13 and this obligation shall extend to all acts and omissions of any of its affiliates, successors, permitted assigns and its or their respective officers, directors, employees, agents, or contractors in the performance of its obligations under these Terms. This Clause 13 shall survive the expiration or termination of this Terms & conditions.

## 14. DEFAULT LIABILITY

In the event that SUPPLIER fails to provide the PRODUCT to THGL strictly in accordance with the stipulations of this Terms and Conditions with regard to time, quantity, quality and other reasonable requirements of THGL, or SUPPLIER otherwise breaches any clause of this General Terms and Conditions, SUPPLIER shall bear default liabilities and compensate THGL for its losses as a result thereof. Such losses include but are not limited to: (1) the extra costs of THGL for purchasing substitution products; (2) the default liability losses of THGL for breaching relevant supply contracts due to lack of qualified PRODUCT supplied by SUPPLIER; and (3) THGL'S expenses for pursuing the liabilities of the SUPPLIER and/or for dealing with relevant default matters (including without limitation legal fees and travelling costs).

## 15. TERMINATION

15.1. THGL shall have the right to terminate these Terms, in whole or in part, if the SUPPLIER commits a breach of any of the terms of this general terms & conditions and fails to rectify within ten (10) days of written notice.

15.2. THGL shall have the right to terminate these Terms immediately, if SUPPLIER becomes insolvent or goes into liquidation, whether voluntary or involuntary, a receiver is appointed to take possession of the business, properties or undertaking of SUPPLIER; a substantial portion of SUPPLIER'S stock is sold to a third party; or SUPPLIER sells substantially all of its assets or its assets used to perform this obligations.

15.3. THGL shall have the right to terminate this terms & conditions upon fifteen (15) days advance written notice if SUPPLIER is likely to become unable to fulfill its obligation in the foreseeable future and SUPPLIER fails to provide adequate assurances to THGL upon reasonable request. In any other case THGL shall have right to terminate this terms & conditions at any time upon thirty (30) days written notice.

15.4. In the event of termination of this terms & conditions, the parties agree to the following rights and obligations:

15.5.1. Any termination shall not relieve SUPPLIER of any obligations and liabilities accrued prior to the termination.

15.5.2. SUPPLIER shall return all THGL's unique tooling, fixtures, drawings, documents, confidential information, prints, specifications and gauging for the Goods pursuant to the instructions of THGL, including IPRs, except those tooling, fixture & gauging which have been specifically owned/funded by SUPPLIER.

15.5.3. SUPPLIER shall honor the warranties of all Goods sold and supplied to THGL prior to termination in accordance with this General Terms & Conditions.

15.5.4. SUPPLIER shall transfer to THGL, title and possession of all or any part of such goods manufactured or delivered by SUPPLIER.

15.5.5 Upon termination of any Contract by THGL under these Terms, THGL may pay to SUPPLIER the amounts without duplication, and subject to necessary adjustments of claims, losses, damages, warranties and other obligations, under these terms & conditions, the Contract price for all finished, accepted and completed Goods and Services that conform to the requirements of the Contract and not previously paid for. The payment specified in this Clause is Seller's sole remedy for termination of this contract under this Clause.

15.5.6 Notwithstanding any other provision of this contract, THGL will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by SUPPLIER amounts in excess of those authorized in THGL's PO / delivery schedules or any undelivered goods that are in SUPPLIER's standard stock or that are readily marketable.

15.5.7 The aforesaid terms shall not be applicable to short term supplies or supplies under specific number/s of POs, hence in such cases THGL will have right to forthwith cancel the PO if SUPPLIER is in breach of any of the obligation or likely to become unable to fulfill its obligation in the foreseeable future and SUPPLIER fails to provide adequate assurances to THGL.

## **16. FORCE MAJEURE**

16.1. Neither party shall be liable to the other for failure to perform its obligation under these Terms when performance is prevented by flood, drought, fire, war, riot, Acts of God or Acts of Government. THGL may, at its option, purchase substitute Goods from other SUPPLIERS during SUPPLIER's inability to provide parts for any reason. In case, SUPPLIER is the affected party, it must forthwith provide a notice to THGL with duration, loss mitigation, supply of alternate source etc.

16.2. THGL may purchase substitute from other SUPPLIERS if THGL determines, in its sole discretion that SUPPLIER is likely to become unable to fulfill its obligations under these Terms in the foreseeable future and SUPPLIER fails to provide adequate assurances to THGL upon reasonable request.

## **17. SUPPLIER COVENANTS AND LEGAL COMPLIANCE**

17.1. SUPPLIER may be selected for critical or long-term supplies, and a separate Basic Supply Agreement/ Framework Agreement is to be executed in addition to these terms.

SUPPLIER covenants and agrees that all activities performed, directly or indirectly, by or on behalf of SUPPLIER pursuant to all applicable terms or in furtherance of its objectives, shall be carried out in form and substance in accordance with all applicable laws, regulations, procedures and policies of the countries in which such activities are performed, or the goods in question are subject including anti bribery laws, conflict minerals regulations etc.

17.2. SUPPLIER covenants and agrees to comply with all applicable rules regulations and laws with respect to manufacturing, materials, the environment and safety labor laws and, if applicable, all laws and regulations governing the importation of the Goods for sale in the any part of the World.

17.3 SUPPLIER covenants that all the terms that are incorporated in Basic Supply Agreement/Framework Agreement (by whatever name called) or by reference herein shall be complied with. In case of conflict, in any documents, the interpretation of the documents shall be controlled by the following order of precedence:

- a. by the terms of the face of an PO
- b. by the Basic Supply Agreement/Framework agreement, if any.
- c. by these terms
- d. by the terms of special conditions.
- e. any terms that are incorporated by reference herein.

## **18. ENTIRE AGREEMENT**

18.1 If any Article, provision, or term of this General Terms & conditions becomes or is deemed invalid or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, such Article, provision, or term shall be deemed reformed or deleted, but only to the extent necessary to

comply with any statute, regulation, ordinance, executive order, or other rule of law, and all other Articles, provisions, and terms of this document shall remain in full force and effect. These terms together with Annexures, Attachments, Appendices, Exhibits, Schedules, and addendum or documents mentioned in Cl. 17 attached hereto from time to time constitutes entire agreement and supersedes all previous contracts, understanding etc. SUPPLIER's quote may be incorporated in PO or any of THGL's document for book-keeping purpose only for its limited purpose and its terms are specifically excluded.

18.2 Clause 3, 7, 9, 10, 11, 12, 16, 17, 18 and 21 shall survive any termination or expiration of this terms & conditions.

## **19. ASSIGNMENT**

SUPPLIER shall not assign any of its rights or obligations without the written consent of THGL. In the event THGL authorizes such assignment of this SUPPLIER to a third party, the third party must agree to accept the terms of this General Terms & Conditions without any exception or alternation. THGL has the right to assign any of its rights to a third party under intimation to SUPPLIER.

## **20. MISCELLANEOUS**

20.1 Particular or specific conditions shall be governed by Special Terms & Conditions of THGL ("Special Terms"), to which reference shall be made in the Purchase Order or hereinafter, where appropriate. In such case, the Special Terms will be provided separately. In the case of any discrepancy or inconsistency among the Purchase Order, the Special Terms and the present terms & conditions, the documents shall prevail over each other in the priority listed before.

20.2 Changes or deviations to the General Terms & Conditions and other applicable terms can only be made effective, unless they are agreed in writing and signed. SUPPLIER'S terms are specifically rejected.

20.3 Unless specifically agreed, goods where customs treatment is required, the delivery note or invoice shall specify the cost of items not included in the price, the cost of items included in the price (such as assembly and freight costs) and the value of repairs carried out, itemized by cost of materials and wages. Moreover, SUPPLIER shall provide THGL with all such reasonable support as may be necessary to enable THGL to reduce or minimize its liability for payment of customs duties. Any payment under this section will not be deemed as acceptance of the product in full or parts, hence it will not construed a waiver of any THGL right arising under this terms & conditions or applicable laws. If SUPPLIER supplies Goods from a country which benefits from a preferential duty treatment with the country where THGL's production facility is located, SUPPLIER shall transfer that benefit to THGL. The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from SUPPLIER'S SUPPLIERS and export credits, to the extent transferable to THGL, shall be the property of THGL

20.4 SUPPLIER shall not sub-contract any or all business with THGL to its sub-contractor(s), without the prior written consent of the THGL. SUPPLIER shall ensure the quality and timelines of the conduct of its sub-contractor(s). Further the SUPPLIER shall remain responsible for the conduct of its sub-contractor(s).

20.5 Nothing contained in these terms & conditions and any other terms & conditions or agreement between THGL and the SUPPLIER shall constitute or be deemed to constitute a partnership between the Parties, and the SUPPLIER shall not hold himself out as an agent of the other THGL, except with the express prior written consent of THGL.

20.6 In case the PO is issued by THGL's joint ventures, partnerships, limited partnerships holding and subsidiaries in their individual capacity, such entities will be responsible for the payment to the SUPPLIER under such PO and in no event other THGL entity is responsible for the performance of the PO or payment

## **21. REMEDIES AND NON-WAIVER**

20.1. The remedies of THGL are cumulative and in addition to all remedies set forth herein or available at law or in equity.

20.2. Either Party's resort to any particular remedy, or its delay or forbearance in exercising any remedy available to it, shall not constitute an election or waiver of any remedy. Any failure by any Party to enforce at any time any term or condition under this General Terms & Conditions shall not be construed as a waiver of that Party's right thereafter to enforce each and every term.

## **22. NOTICES**

All notices related to these General Terms & Conditions which are permitted hereunder shall be in writing and deemed to have been duly given if delivered personally or sent by facsimile transmission (with answerback received) or overnight express or by registered mail or certified mail, postage prepaid to the addresses, last known to parties.

## **23. GOVERNING LAW AND JURISDICTION**

23.1 These terms & conditions and the interpretation of the rights and obligations of the Parties hereto shall be subject to and governed by the laws of India.

23.2 Jurisdiction and venue for any suit between the parties hereto arising out of or connected with these terms & conditions or the goods furnished hereunder shall be at Gurgaon, Haryana exclusively.

## **24. DISPUTE RESOLUTION**

24.1 Any dispute or difference which may arise at any time between the Parties hereto with regard to the construction, meaning or effect hereof as to any clause, matter or thing herein contained or as to the rights or obligations of the Parties hereto including any disputes, differences, controversies or claims arising out of or in connection with or relating to the Purchase order and or any clause of this General Terms & Conditions, or the breach, termination or invalidity hereof (Dispute) or any other matter arising out of or connected with this Agreement, shall be resolved amicably in the first instance.

24.2 Unresolved disputes, which cannot be satisfactorily resolved by mutual negotiation within 90 days of initiation if any, shall be referred by any party to the court as mentioned in cl. 23 above..

## **25. SEVERABILITY**

Every part of this General terms & conditions is severable from the others and in the event that any part of this terms & conditions becomes unenforceable for any reason whatsoever, the rest of the clauses of this terms & conditions shall continue to be effective and shall bind the Parties.

## **26. WAIVER**

Unless specifically agreed in writing, no forbearance, indulgence or relaxation by any Party, at any time to require the performance of this general terms & conditions shall in any way diminish, affect or prejudice the right of such Party to require the performance of that provision and any waiver of the breach of the provisions of this general terms & conditions shall not be construed as a waiver of any continuing or succeeding breach of such provision itself, or a waiver of any right under or arising out of this general terms & conditions.

## **27. HEADINGS**

The headings in this general terms & conditions are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.