

Purchase Order

Semolina Kitchens Private Limited
Order Number : Semolina/PO/24-25/001729

Supplier Detail SIGMA ENGINEERS AND ASSOCIATES Supplier Code : RV232417237 [V000084]	Shipped Location Semolina Kitchens Private Limited Mumbai Airport T1	Invoice Location Semolina Kitchens Private Limited Mumbai Airport T1
6/28 , JOGANI INDUSTRIAL COMPLEX SION,,MUMBAI,,India(V000084)	FOOD AND BEVERAGES OUTLETS, TERMINAL 1B AND 1C, DOMESTIC TERMINAL, CHHATRAPATI SHIVAJI INTERNATIONAL AIRPORT, SANTACRUZ EAST, Mumbai, Maharashtra, 400099	Food And Beverages Outlets, Terminal 1B And 1C, Domestic Terminal, Chhatrapati Shivaji International Airport, Santacruz East, Mumbai, Maharashtra, 400099 GSTIN No : 27ABICS8699F1ZJ
PAN No : AABPV5277H Supplier GST No : 27AABPV5277H1ZA Supplier Contact No : Contact Person Name : Dinesh.S.Verhani Supplier Email : sigma_racks@yahoo.in	Cost Center Code : 90710446 Cost Center Name : MUM T1 KFC T1C FC Project ID : 0 PO Category : Capex NSO	Payment Term : 50% ADVANCE along with gst & balance 50% after Delivery and installation PO Creation Date : 31/12/2024 PO Approval Date : 01/01/2025 PO Currency : INR Buyer Name : Ramendra Singh

Sr. No	Item Code	HSN / SAC	Item Name	Item Description	Pur. Grp.	Qty	UOM	Basic Rate	Dis%	Net Rate	Total Amount	SGST %	CGST %	Gross Total Amount
1	Racks	7326	Racks	We require 3 racks of size 3x6 (3 meters) for the KFC walk-in chiller.	E01	3.00	Each	3,160.00	0.00	3,160.00	9,480.00	9	9	11,186.40

Total Qty : 3.00

Total Basic PO Amount	9,480.00
Total Other Charges	
SGST Amount	853.20
CGST Amount	853.20
Grand Total PO Amount	11,186.40

Amount In Words : Rupees Eleven Thousand One Hundred Eighty Six And Fourty Paise Only

Remarks : As per term agreed

Freight inclusive

Standard Terms And Condition :

Completion / Delivery TimeLine : 07/01/2025

Mobilization Date : 03/01/2025

Defects Liability Period : 08/01/2025

Retention Percentage : 0

Escalation Buyer Detail

Name	Mobile No.	Email - ID
Ramendra	9999118677	
Ramendra	9999118677	

Disclaimer :

Point 1 : Unless informed to us it is assumed that you are not registered as MSME with the respective government authority. If you have not yet provided the MSME details along with proof kindly provide the same at the earliest. Alternatively once you get registered then provide us relevant proof to update our records.

Point 2 : Supplier is requested to acknowledge or decline the order within 24 hours or else it would be considered as accepted.

DRAFT

General Terms and Conditions of Contract (“GCC”)

1. EXECUTION OF THE WORKS

- a. The CONTRACTOR shall duly undertake, perform, execute and complete the Works in accordance with this GCC, including, inter alia, construction program, drawings and specifications to the reasonable satisfaction of the Company/PMC and in conformity with all reasonable instructions and rules regulating the due performance of the Works. The Contractor shall do and perform all other acts and things mentioned or described or may be necessary for the completion of the Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in this GCC.
- b. If the rate of progress of the Works or any section thereof is at any time, in the sole opinion of the Authorized Representative/PMC, unsatisfactory such that the CONTRACTOR may not be able to ensure completion by the date as specified in the Schedule or any agreed extended date, the Authorized Representative/PMC may so inform the CONTRACTOR in writing and the CONTRACTOR shall within 3 (three) days take such steps and provide such additional resources as necessary to expedite the completion of the Works or any section thereof. The CONTRACTOR shall inform the PMC / Company in writing of such proposed steps and such additional resources.
- c. If in the sole opinion of the Authorized Representative/PMC, the steps being taken or proposed and the additional resources being provided or proposed by the CONTRACTOR are or may not be adequate to ensure completion by the date as specified in the Work Order or this GCC or any agreed extended date, the Authorized Representative/PMC shall either direct the CONTRACTOR to take such further steps or provide such additional resources as the Authorized Representative/PMC considers necessary.
- d. The CONTRACTOR shall not be entitled to additional payment in complying with Clause 1 (b) and/or Clause 1 (c) above.
- e. In the event of failure by the CONTRACTOR to comply with the Authorized Representative’s / PMC’s direction within 3 (three) days being given pursuant to Clause 1 (b), the PMC may on behalf of the Company, take such steps and/or provide such additional resources and the costs thereof shall be borne by the CONTRACTOR. The Company shall deduct the costs of the same from any sums payable to or due to the Contractor under the terms of this GCC and the WO. Notwithstanding any steps or provision of additional resources by the PMC under the provisions of this Clause, the Contractor shall remain fully responsible for all its obligations under the terms of this GCC and the WO including for such steps or additional resources called for by the PMC.
- f. Time is the essence of the WO and this GCC. The Contractor shall ensure the completion of the works within the stipulated time frame, provided however that all decisions, drawings, details and approval on material, mockup, samples etc are given within 2-3 days’ time from the date of receipt by the PMC/Authorized Representative. Similarly, any specialized items to be provided by contractor under this work order should be available within a lead time of maximum one month and such item should be finalized by all concerned within 3-4 days’ time from the issuance of this work order. The Contractor shall submit to the Company a bar chart indicating date wise programs for completion of various items of work. In case of deviation from the bar chart

at any stage action should be taken in accordance with Clauses 1 (a), 1 (b), and 1 (c) to cover up the delay, if any, for which no extra claims will be entertained.

- g. If the progress of the performance of the Works is not satisfactory in the sole opinion of the Authorized Representative/PMC, and the CONTRACTOR is unable to take necessary concrete steps or additional resource to expedite and complete the work according to the dates mentioned in master construction schedule or bar chart which is submitted by CONTRACTOR then the PMC shall be free to recommend to the Company to terminate the contract and/or carry out the remaining works through another Person at the Contractor's sole risk and cost.

2. SCOPE OF WORK

Scope of Works covered under the WO and this GCC shall be to provide all Materials, labour, tools and tackles, scaffolding as required at the Site. Final negotiated bill of quantities ("BOQ(s)") is attached with the WO. In addition to as set out under the WO. items of Works required to be carried out shall include but not be limited to, providing and applying / laying, installing, testing and commissioning including the following:

- a. Contractor shall be responsible for the accuracy of successful execution of BOQ as per approved drawings.
- b. The Works is strictly to be executed in accordance with the detailed drawings and BOQ items and specifications, issued by Architects, and the relevant Indian standard specification in force from time to time unless the Work Order provide for any special specifications and manufacturer's specifications for the specialized Materials or portion of the Works. Please refer Annexure [•] attached to and forming part of this Agreement for requirements as given by the Company. The CONTRACTOR shall adhere to the drawings, specifications and BOQ as prepared and circulated by COMPANY / Architects on behalf of Company. The CONTRACTOR shall be bound to deliver the quality standards defined by the COMPANY / COMPANY'S representatives / Architects. It is understood that the CONTRACTOR shall implement all quality standards required and deemed necessary to ensure quality of finished Works of highest standards.
- c. Contractor's obligations shall include the following:
 - i. Execution and Issue Management
 - Undertake preparatory activities at Site such as demolition of wall, dismantling of wooden partition, false ceiling, conduits etc., amongst others, as required for commencement of Works, which will be subject to the final GFC drawing package officially circulated by the Company.
 - Ensure materials used are identical in terms of quantity and quality as mentioned in the BOQ or as approved by Architect/COMPANY.
 - Manage the Works site and execute Works as defined in drawings and BOQ. CONTRACTOR to execute site Works as per the construction schedule instruction from the COMPANY.

- Escalate issues / bottlenecks and concerns to Authorized Representative/PMC on the same day and provide support in expediting the same. Any delay in raising issues / bottlenecks and concerns on part of the CONTRACTOR shall not be considered as part of agreed time schedule.
 - Escalate site requirements to Authorized Representative/PMC.
- ii. Billing
- Request Authorized Representative/PMC to take joint measurements for the purpose of preparation of invoices by CONTRACTOR.
- iii. Commissioning and Support During Commissioning
- Test, prove performance and commissioning the Works, as applicable.
 - Support Company in commissioning of entire scope of Works for the Project.
- iv. Maintaining Site and Security of Material/Inventory
- Ensure the Site is maintained in the conditions handed over by the Company without any damage or trespass.
 - Maintain security of Materials and inventory at the Site.

d. Work Schedule

The Contractor shall complete the Works as follows:

Date of Completion Period: As mentioned in Po header copy

Date of Commencement: As mentioned in Po header copy

Period of Completion of Work: Works must be completed and handed over to the satisfaction of Company within committed deadlines as agreed in the Work Order.
This completion period includes all holidays including weekly holidays, local and public holidays and other non-working days and also includes time required for getting passes and other pre-preparatory works required for commencing the Project. Closure of Site by CISF due to unforeseen circumstances (which are not attributable to the Contractor) or VIP movement will not be included in the completion period.

Defects Liability Period: 1 year from the date of Virtual Completion or such extended period beyond the aforementioned period as may arise from start date of rectification of

Defective Works as stated in the Definition of the term 'Defects Liability Period.'

The timelines mentioned in this GCC and the WO are the maximum periods for completion of the Works as specified. However, on analysis of the detailed execution of the Works, to be submitted by the CONTRACTOR, such timelines may be adjusted in writing, based on mutual consent between the COMPANY and the CONTRACTOR.

e. The CONTRACTOR shall also have to report any deviations, issues and bottlenecks to the Authorized Representative/PMC as appointed by the Company. However, in case any deviations, issues and bottlenecks are not resolved within given timeframe and the same results in a delay in achieving the timelines set out in the WO or the GCC, the authorized representative of either Party may escalate the subject matter to the senior management of either Party for solutions and completion of the Works as per the escalation matrix below:
[•]

f. The CONTRACTOR shall co-ordinate and co-operate with Other Contractors engaged by the Company at the Site, if any, and facilitate co-ordination, facilities and assistance to execute the sequential work required for the Project. No claim for compensation whatsoever shall be entertained by the Company for delay in completion of the Works on this account. It is incumbent on the part of the Contractor to be physically present on Site once a week for weekly review of progress made by the Contractor's team and to take such remedial measures for course correction as may be required by the Company.

g. The CONTRACTOR shall take utmost care to control the noise levels at the Site. The CONTRACTOR shall be responsible for all the activities of its employees, agents, subcontractors, labourers at the Site. Any complaints arising out of CONTRACTOR activities at the Site, including injury or damage to any third party or any property of third party, shall be the sole risk, liability and cost of the CONTRACTOR and the Contractor shall protect itself and the Company by covering the aforesaid risks by procuring adequate comprehensive all risks insurance policies. CONTRACTOR shall procure CAR insurance policy for the Works till the expiry of [the Defects Liability Period].

h. Safety Precautions

The CONTRACTOR shall take all the necessary, mandatory and standard safety precautions for the safety of its employees, agents, subcontractors, labourers and obtain insurance cover for the Works, its employees, agents, subcontractors, labourers and any possible damages associated with the Project. The Contractor shall:

- (i) Depute HSE person and shall ensure is available on Site round the clock;
- (ii) Always maintain hazard free and safe working environment.
- (iii) Ensure all the employees, agents, subcontractors, labourers are wearing safety shoes, jackets, harnesses, helmets etc. all time within the Site;
- (iv) Sign, stamp and submit to the Company the safety guideline set out in Annexure [xx] attached herewith prior to the commencement of the Works.

The CONTRACTOR shall ensure its employees, agents, subcontractors, labourers maintain neat and clean working environment and surroundings of the Site free from any clutter, garbage, damages, spillage and any

other such which shall act as hindrance and nuisance to the surrounding environment. The CONTRACTOR shall also ensure its employees, agents, subcontractors, labourers do not possess and consume any type of illicit product such as alcohol, tobacco, pan & gutkha, drugs or any such products at the Site or in the vicinity of the Site. The CONTRACTOR shall be responsible and borne all the liabilities, penalties, fines etc. towards any safety violations by its employees, agents, subcontractors, labourers for non-adherence of safety guidelines issued by any airport authorities or airport operator. Liquidated damages of INR 500/- per instance of non-compliance shall be payable by the Contractor for of any violation in HSE requirement as set out hereunder and as may be communicated by the Company.

3. CONTRACT VALUE

- a. The Company shall make payment of advance of an amount as mentioned in Po header copy
- b. The value of the Works is estimated as mentioned in the Work Order on the basis of estimated quantities of work and rates, and the discount agreed to between us, as per attached BOQ Annexure to the Work Order and the summary appended thereto.
- c. It is clarified that for the Materials where basic rate is provided in BOQ, the Contractor shall provide rates in case of an increase in the rate as against to the rates as specified in the BOQ at-least 10 days before procuring the Material. If Company is in a position to arrange the Material from an alternate vendor at a lower rate as compared to those provided by Contractor, then Contractor can be asked to procure the Material from such alternate vendor. The Company will organize comparative quotes from reputed vendors for assured quality. The final value of the Works shall be arrived at, based on the actual quantities of Works executed at agreed unit rates and such lower rates as applicable for Materials where basic rate is provided in BOQ.
- d. The final value of the Works shall be arrived at, based on the actual quantities of Works executed at agreed unit rates and such lower rates as applicable for Materials where basic rate is provided in BOQ.
- e. The rates quoted in the annexed BOQ are inclusive of cost of material, transport charges, labour, storage facilities, site offices, standing scaffoldings, overheads, profit, safety compliances, airport compliances, labour law compliances, coordination charges for nominated sub-contractors' works etc. cost of preparation of shop drawings of item indicated, as built drawings, guarantees, warrantees and any all documentation required is included in the rates and forms part of this Work Order. Similarly, all costs for rectification and reconstruction of items for work during construction and during the Defects Liability Period shall be deemed to be included in the rates quoted in the BOQ.
- f. It is also expressly understood that CONTRACTOR has taken into account all factors for completing the Works in all respects while fixing the rates for different items. No amount other than what is agreed hereunder shall become payable to the CONTRACTOR and the CONTRACTOR alone shall be exclusively responsible and liable for the same.

- g. The price shall remain fixed for the term of the Work Order and shall not be subjected to any increase or escalation whatsoever, unless otherwise mutually agreed between the Parties. The Company may, at its sole discretion, adjust with or withhold from any payments due and payable to the Contractor, such amounts, that are due and payable by the Contractor to the Company, including in case of failure or delay by Contractor to replenish the Advance Payment Guarantee, Contract Performance Bank Guarantee or Performance Bank Guarantee, as applicable.
- h. The Company shall have the right to withhold and/or set off any amounts due and payable by the Contractor to the Company under the WO, this GCC or the Applicable Laws, including any liquidated damages payable by the Contractor, from amounts that become due and payable by the Company to the Contractor due to the performance of its obligations hereunder.
- i. Sufficiency of Offer

It is expressly understood that CONTRACTOR'S representatives have visited the Site where the Works are to be performed and have acquainted themselves of the conditions thereof. The COMPANY shall hand over the Site to the CONTRACTOR and CONTRACTOR shall remain responsible to keep the Site free of any encroachments or encumbrances. The COMPANY shall provide the following facilities to the CONTRACTOR:

- (i) Paid one point of temporary Power supply will be given. Further distribution and temporary meter along with ELCB shall be done by CONTRACTOR at his own cost, to be reimbursed by the client as per actuals.
 - (ii) Paid one point of temporary Water supply. Further distribution along with pump, storage facility etc. would be done by CONTRACTOR at his own cost, to be reimbursed by the client as per actuals
 - (iii) The COMPANY shall give routine Site instructions to the CONTRACTOR which will be recorded in a Site Instruction Book and signed by the Authorized Representative/PMC. No verbal instructions will be entertained or paid for by the COMPANY. The CONTRACTOR shall coordinate with the Authorized Representative/PMC for execution related queries.
- j. Completion of Works and Handover
After the achievement of the The COMPANY will prepare a snag list of Defective and pending items to be completed by the CONTRACTOR. Handover of the Works to the COMPANY will be done when the snag list is resolved in its entirety and the Project shall be deemed to be complete only on and from the date of rectification of the snag list. It is, however, agreed between the parties hereto that the Company shall be entitled to commence its commercial operations at and from the Project Premises even if the snags have not been completely rectified.

4. MEASUREMENT AND BILLING PROCESS

a. Measurements

Joint measurements shall be conducted by the Company and the Contractor to evaluate the Works performed. The CONTRACTOR shall intimate the Authorized Representative/PMC for joint measurement dates, 2 (two) days in advance. The Authorized Representative/PMC will certify the invoice submitted by the Contractor based on the certification / notations indicating the actual Works performed. The CONTRACTOR shall raise Running Account (RA) bills on the COMPANY, through the completion of the Works. The invoice shall be supported with:

- (i) A covering note outlining the Works performed and references to the corresponding progress reports along with dates for joint measurement with alternatives, to measure the Works, claimed to have been performed.
- (ii) Works measurement sheets duly approved by Authorized Representative/PMC.

b. Invoices

- (i) CONTRACTOR shall submit all invoices in original duly certified by Authorized Representative/PMC for payment. The invoices should be a tax Invoice wherever applicable and should bear a unique serial number. Invoice should clearly indicate suppliers address, GST Nos, HSN Codes, Service Tax No / PAN No.
- (ii) All Invoices should clearly mention the Site address along with the billing address of the Company. All invoices should clearly split the amount of billing into the basic amount and all types of tax components identified separately. All invoices shall be supported with original purchase bills for the material purchased by the CONTRACTOR and billed against the invoice. The COMPANY reserves the right to call for all original delivery challans of all materials and supplies duly reconciled with final measurement sheets. CONTRACTOR shall ensure that all delivery challans and material returns notes are acknowledged/ approved by Authorized Representative/PMC
- (iii) COMPANY reserves the right to undertake joint measurement again by CONTRACTOR and PMC in case of any discrepancy found.
- (iv) Final bill – after completion of all Works along with submission of approved measurements, completion of hand over including resolution of snag list, O & M Manuals (if any), As built drawings, Guarantees, Warranty and all other submission as required. Final bill to be submitted within 30 (Thirty) days of completion of all Works including snag list resolution. The same shall be paid within 30 working days from the date of submission of Project Manager/PMC certified Final Bill by CONTRACTOR to Authorised Representative. PMC will be instructed to certify Final Bill within 7 to 10 days of submission by Contractor.
- (v) Any running / final invoice not conforming to the requirements stipulated above will be returned for resubmission after correction.

c. Extra Items

“Extra Items” means the items not covered in the BOQ.

The CONTRACTOR shall take prior approval from COMPANY before commencing any works related to any Extra Items. Company may ask rate analysis of all such items. The CONTRACTOR shall execute the Work only after rates for such Extra Items are duly approved by the COMPANY. Payment for such Extra Items shall be made along with RA Bills.

It is hereby noted that the CONTRACTOR have clearly examined and understood the overall BOQ of this Work Order for the above mentioned project. It is agreed that both Contractor & the Company will make best efforts and bring down the outflow spend arising from such extra items.

d. Payments

Once the invoice is received by Authorised Representative at Corporate Office, and is complete in all respects, after it is checked and certified, applicable payments shall be released as per Clause 4 (b). The payment shall be subject to deduction of tax at source under Direct and Indirect Tax Acts, as applicable from time to time.

5. RETENTION AMOUNT AND RETENTION BANK GUARANTEE:

a. Retention Amount

The Company shall have the right to retain such amounts from the final bills submitted by the Contractor as set out in the Work Order (“Retention Amount”). The Retention Amount shall be returned against submission of a Retention Bank Guarantee (of amount equal to the Retention Amount) in accordance with Clause 5 (b) below by the Contractor. [If the Contractor does not furnish the Retention Bank Guarantee, the Retention Amount shall be released after the completion of the Defects Liability Period to the satisfaction of the Company.]

b. Retention Bank Guarantee

- (i) The Contractor agrees and accepts that, for release of the Retention Amount, it shall provide the Company with an irrevocable and on-demand bank guarantee for an amount equal to such Retention Amount (“Retention Bank Guarantee”) in the format enclosed herewith as Annexure B. Contractor agrees and acknowledges that Company shall not be required return the Retention Amount to the Contractor until the Contractor has provided the Retention Bank Guarantee to Company in accordance with this clause. The Retention Bank Guarantee shall be valid till the completion of the Defects Liability Period.
- (ii) After the expiry of the Retention Bank Guarantee, subject to any extension of the term of the Retention Bank Guarantee, the Retention Bank Guarantee shall be returned by Company to Contractor after the expiry of the claim period, as applicable.
- (iii) Any failure by Contractor to fulfil any of its obligations with respect to the Retention Bank Guarantee shall amount to a material breach by Contractor of its obligations.

- (iv) If the Retention Bank Guarantee is invoked/encashed in part or full at any time prior to its expiry, Contractor shall arrange for replenishment of the Retention Bank Guarantee within 7 (seven) Days of such invocation/encashment. If Contractor fails to procure such replenished Retention Bank Guarantee within the prescribed time period, then Company shall be entitled to drawdown the total amount available under such Retention Bank Guarantee. Company shall retain such amount as cash security until Contractor submits the replenished Retention Bank Guarantee. Further, in the event that Contractor fails to maintain the value and/or validity of and/or replenish the amount of the Retention Bank Guarantee in accordance with the provisions of this clause, Company shall have the right to invoke the Retention Bank Guarantee in full. Any failure by the Seller to replenish the Retention Bank Guarantee shall be considered a Contractor's Event of Default under this GCC and the Company shall have the right to terminate this GCC forthwith.
- (v) Notwithstanding anything to the contrary contained herein and without any prejudice to any of the rights and remedies of Company under GCC, the WO, and/or Applicable Laws, Company shall be entitled to invoke the Retention Bank Guarantee in full to recover any amounts that may be due and payable by Contractor under and in accordance with the provisions of GCC, the WO or the Applicable Laws or in the event of non-performance of its obligations by the Contractor or breach of this GCC or the WO.

6. TAXES AND DUTIES:

- a. Tax: [•].
- b. The Contractor as a registered Party under GST shall issue a tax invoice for the supplies provided under the WO within the time limits set out under the GST Acts which shall allow the Company to claim an input tax credit which is permitted under the said law.
- c. Further, The Contractor shall ensure that all invoices raised by it as per the terms of this GCC or the WO are GST compliant. Such tax invoices shall also be valid and in compliance with all the statutory rules or guidelines in relation to tax laws including GST Act, rules and regulations and / or other regulatory requirements etc for the time being in force. It is agreed and understood that if The Contractor fails to charge applicable taxes at the time of invoicing, The Company shall not be held liable in any manner whatsoever to pay applicable taxes thereafter (including interest , penalty if any) and the same shall be borne by the Supplier.
- d. The Contractor shall raise invoice to The Company clearly mentioning the HSN/SAC code for the goods/services provided. The Contractor shall discharge the GST liability and file GST returns in time, such that The Company can claim the input tax credits. The Contractor, as the case may be, undertakes that a debit note/ supplementary invoice/credit note with appropriate references to the original invoice will be issued only in circumstances mutually agreed between the Parties.
- e. The Contractor will cooperate with The Company and provide information that may be reasonably requested by The Company in connection with claiming such credit of input tax under the GST Acts limited to tax invoice or debit note issued by The Contractor or such other taxpaying document(s) as may be required as proof of payment of such applicable GST under applicable law by Service Provider. Where, transactions in respect of which the Company has claimed input tax credit are notified as unmatched vis-à-vis the corresponding

disclosures made by The Contractor in his periodic returns, The Contractor would extend necessary assistance/corrective action including inter alia carrying out revision/ rectification of its returns, so that The Company is able to claim input tax credit from GST authorities. Despite such corrective action by The Contractor, if The Company is still not able to claim credit for any GST paid by The Company to The Contractor, The Contractor shall indemnify The Company in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such fault, omission or non-compliance. The Company, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Company.

- f. The Parties undertakes that it has valid registration(s) under the GST Act, which is/are in full force and effect and to the best of its knowledge no action or claim is pending which will revoke or terminate such registration(s) or declare such registration(s) as invalid.
- g. If applicable, the Company shall pay The Contractor after deduction of tax at source (“TDS”) under Income Tax Laws, as may be in force from time to time or any other tax as applicable from time to time. The Company shall be responsible for timely furnishing certificate of such tax deducted as submitted to relevant authorities, to enable The Contractor to avail benefit of such tax deducted by the Company.
- h. If as per the applicable tax laws, The Contractor is liable to collect taxes at source (“TCS”)/deduct TDS on the amount receivable from/payable to the Company, then The Contractor shall collect/deduct such taxes and shall provide a proof of such collection/deduction within the stipulated timeline under the applicable tax laws. In case of non-receipt of TCS/TDS credit, the Company has a right to claim such TCS/TDS amount which is recoverable from The Contractor against the invoice issued.
- i. The Parties would be responsible for their own tax assessments, audits, inquires, etc. and would keep other Party indemnified from any additional tax demand arising out of the same.
- j. Both Parties agree to provide necessary documents, as may be required by law from time to time, to prove the compliance with the applicable tax laws with respect to this GCC and the WO including its obligations to deposit the necessary taxes with the authorities. Any interest, penalties or recoveries by any authority on an account of default in statutory compliances by the respective party will be solely borne by the defaulting party on its own account.

7. LIQUIDATED DAMAGES:

- a. In the event, the Contractor fails to complete the Works in accordance with the date (s) mentioned in the WO or this GCC, Company shall be entitled to, without prejudice to any other terms or conditions of this GCC:
 - (i) Recover from Contractor, liquidated damages at rate of:
 - 5% of the value of the work order for delay during week 1 or 50% of the overall penalty levied by Noida Airport authority which ever is higher.
 - 7.5% of the value of the work order for delay during week 2 or 50% of the overall penalty levied by NOIDA AIRPORT AUTHORITY which ever is higher.

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- 10% of the value of the work order per week for delay from week 3 onwards or 50% of the overall penalty levied by
NOIDA AIRPORT AUTHORITY which ever is higher.

- (ii) Purchase from any other third party entity, without notice to Contractor, at the sole risk and cost of the Contractor, either all the Works or the incomplete portion of the Work yet to be completed.
- (iii) Terminate the WO or the portion thereof in default, and if so desired, to procure the incomplete portion of the Works elsewhere at the sole risk and cost of Contractor.

- b. The Contractor agrees that all liquidated damages as payable by the Contractor to the Company under the WO or hereunder, are fair and reasonable and calculated considering the anticipated harm that maybe caused to the Company due to any delay in the completion of the Works. The Contractor further acknowledges and agrees that such liquidated damages are a genuine pre-estimate of loss caused to the Company due to any delay in the completion of the Works and are not in nature of penalty. The Contractor shall make payment of the liquidated damages without any requirement of submission of any document or claim by the Company upon any delay in the completion of the Works by the Contractor.
- c. The liquidated damages shall not be applicable to the extent that a delay in the completion of the Works is attributable to any delay due to issues at the Site which are not attributable to the Contractor like stoppage of work due to VIP movements, security of the Site, Site permissions, etc, as may be evidenced by valid and verifiable documents submitted by the Contractor to the satisfaction of the Company.

8. WARRANTY OR DEFECT LIABILITY PERIOD (DLP) AND SERIAL DEFECT

- a. Contractor warrants that the quality of the Works WO shall be in accordance with the terms and conditions of the WO and the specified standards, as per the instructions of the Company. The Materials used or installed in the Works shall be new, unused and the Works shall be free from charges, encumbrances, liens or Defects and be manufactured, tested, packed, stored, transported and supplied with the utmost skill, diligence and competence in workmanship.
- b. Contractor warrants that the Works shall meet the requirements of and be in conformity with all Applicable Laws and the Good Industry Practices. The Company shall have the right to reject the Works that are not in conformity with the requirements of the Company, the Applicable Laws, rules, regulations and ordinances of the Government of India or any subdivision thereof or are not in conformity with any other requirements/instructions of the Company.
- c. Contractor warrants that the Materials used for the Works or installed in the Works will be new and recently manufactured, of the specified quality and the Works shall be free from all Defects and all malfunctions, including latent Defects, and complete and fit for the use for the specific purpose for which they are purchased and that they are in strict accordance with the drawings and technical specifications, and all Applicable Laws

as applicable to the Works. The Company shall have the right to reject the Works that are not in compliance with the standards laid down hereinabove or not of specified quality, drawings, technical specifications.

- d. The warranty over the Works performed by the Contractor shall extend over a period of [•] from the date of acceptance of the Works by the Company against any Defects, including manufacturing, design and workmanship Defects, in the Works. If repairs or replacements are necessary for any Defects in the Works performed by the Contractor, warranty shall be extended / renewed for further period of [•] from the date of such repair/ replacements. In case of failure of the Works, Contractor shall provide 'Root cause Analysis' report within 1 (one) week of such failure.
- e. If any fault, Defects or nonconformity is discovered by Company / Contractor or any other agency during the warranty period, Contractor shall take or arrange for all measures necessary to correct, or have corrected, any and all Defects, or to replace or have replaced the Defective parts (the decision regarding replacement/repair shall be Company's sole discretion) with the greatest diligence and at Contractor's expense to the full satisfaction of Company. The Contractor shall also provide supervision as required and accept charges for the dismantling and re-assembly of work on the Site. All transport costs for the parts / components to be repaired or replaced will be paid by Contractor. The CONTRACTOR agrees and undertakes to provide the agreed services for rectification of Defects during the Defects Liability Period for all Works undertaken by the CONTRACTOR for execution under this GCC in accordance with the terms and conditions under this GCC.
- f. Failing prompt and sufficient action on the part of Contractor, the Company reserves the right to effect or arrange for all of the necessary works as contemplated hereunder through any other third-party entities at Contractor's sole risk and expense. Company shall have the right to recover such costs from Contractor, the Contractor's liability in respect of aforesaid rectification /replacement shall be unlimited and not subject to any limitation of liability whatsoever, without exception.
- g. Any warranty provided by the Contractor or its subcontractors, including the original equipment manufacturers, over the Works, including the Materials, shall be transferable to the Company, or its permitted assigns, successors, Affiliates, group companies, parent company and/or its lenders, investors and any entity acquiring substantial portion of shares or assets of the project special purpose vehicles held by the Company to which the WO pertains.
- h. The CONTRACTOR represents and warrants that:
 - (i) it has the sole right, title and interest in in the Materials to be utilized in execution of the Works and shall be fully entitled to transfer the completed Works, including the Material , free of any liens or encumbrances to the COMPANY;
 - (ii) is legally entitled to sell, transfer and dispose of the Materials and execute the Works for the COMPANY;
 - (iii) the Materials and Works to be executed / installed shall be free from Defects in material and workmanship at the time of hand over;
 - (iv) commencing with the execution of the Works and ending upon completion of the Defects Liability Period, the CONTRACTOR shall, at its sole cost and expense, promptly repair (or, at COMPANY'S option, replace) any Defective Materials or remedy any deficiency or Defects in the Works.

i. Serial Defect

For the purpose of this clause, "Serial Defects" means the same Defect or cause which appear in and affect [•]% ([•] percent) or more of the Works. Notwithstanding any limitation of liability of the Contractor, the Contractor shall repair, replace or otherwise make good Serial Defects within 14 (fourteen) days from the date of identification of such Serial Defects (or any other timeline that the Company may agree to) and shall replace the entire portion of the Works in which Serial Defect has been determined by the Company, in its sole discretion.

9. VARIATIONS:

- a. The Company may make changes in the design specifications or drawings, issue additions to or omissions from or otherwise vary the Works. The provisions of the WO shall apply to all such variations or amendments to the same extent and with the same effect as if originally set forth in the WO and the Contractor shall proceed with all such variations or amendments when so requested by the Company in writing.
- b. Any increase or decrease in the cost of the Works under the WO due to such variations or amendments shall be discussed by the Parties and any reduction in cost shall be passed on to the Company.
- c. The Contractor shall not be entitled to any compensation for additional work done due to any variation or amendment by the Company unless written authorization to carry out such additional or varied work has been issued or confirmed by the Company on an (a) officially printed WO with letterhead and is signed by the authorised signatory of the Company or (b) amendment to the WO, which is duly signed by the authorised signatory of the Company. The Contractor shall only be entitled to a compensation if the above stated authorisations are sought from the Company along with submission of valid and verifiable documents evidencing the additional costs incurred by the Contractor to the Company.
- d. The value of all authorized variations or amendments shall be ascertained by measurement and by reference to the rates and prices stated in the WO or BOQ for like or analogous work but if there are no such rates and prices or if the same are not applicable then such value shall be as is fair and reasonable in all circumstances and the Contractor shall be responsible to grant the Company access to any information evidencing the additional costs incurred or to be incurred by the Contractor in case of such variation or amendment.

10. SUBCONTRACTING:

- a. Contractor shall not subcontract any of its obligations under the Work Order nor any part thereof, without the express prior written approval of Company, other than the purchase of bought-out items purchased as per normal industry practice from outside sources.
- b. In the event Contractor contravenes any terms of the GCC or/and the WO, Company shall be entitled at its discretion, to terminate the WO and to undertake the Works as contemplated under the WO through any other third party entities at Contractor's sole risk and expense, and Contractor shall be liable for any loss or damage which Company may sustain in consequence or arising out of the same.

- c. The Contractor shall be solely liable to the Company for any Works, carried out by the subcontractors engaged by the Contractor (“Subcontractor(s)”) and for any and all liabilities arising therefrom, as if such Works were carried out by Contractor itself and such subcontracting will not relieve Contractor from any of its responsibility, liability or obligations under this GCC. Contractor shall be responsible for observance by all Subcontractors of all Applicable Laws, Approvals and the provisions of this GCC, WO and the specifications and requirements of the Company in performance of the subcontracted portion of the Works, in as much as it was the duty of Contractor to observe such Applicable Laws, Approvals, and relevant provisions of the GCC, the WO the requirements and specifications of the Company in performance of the Works.
- d. Contractor shall be solely responsible for the payments to be made to the Subcontractors in accordance with their respective subcontracts. Company shall, under no circumstances be liable to any Subcontractor nor shall any Subcontractor be entitled to prefer any claims, interests or rights against the Company. No contractual relationship shall exist between the Company and any Subcontractor with respect to the Works to be performed pursuant to this GCC and the WO, and no Subcontractor is intended to be or shall be deemed a third party beneficiary of this GCC or the WO. Contractor agrees that it shall be as fully responsible to Company for the acts and omissions of Subcontractors and of Persons directly or indirectly employed, engaged, or appointed by them as it is for the acts or omissions of Persons directly employed, engaged or appointed by Contractor. Entry into any subcontract shall not relieve Contractor of any of its obligations hereunder.
- e. The Contractor shall share a copy of all subcontracts with the Company within 7 days of their execution. Furthermore, in case any Subcontractor is not performing its obligations in accordance with the terms of its subcontract, the Company shall have the right to require the Contractor to terminate such subcontract, at the risk, cost and expense of the Contractor. If any Subcontractor provides any warranty, performance guarantee or other continuing benefits in relation to the Materials and/or the Works which extends beyond the Defects Liability Period applicable to the Materials and/or the Works, the Contractor shall, at least 30 days prior to the expiry of the Defects Liability Period or termination of the WO or this GCC, assign such warranty, performance guarantee or other continuing benefits to the Company.

11. TERMINATION:

11.1 Termination by Company for cause (Contractor’s Event of Default)

The WO may be terminated for cause by the Company by issuing a notice of termination:

- (a) if the Contractor breaches any term of this GCC or/and the WO, and the Company has given the Contractor written notice of the alleged breach, and the Contractor has not cured the breach within 15 (fifteen) days after delivery of such notice.
- (b) in the event the liquidated damages as laid down in this GCC, payable by the Contractor reaches an amount equivalent to [•] or any delay in the performance, execution or completion of the Works as per the agreed timelines, whichever is earlier.
- (c) if Contractor repudiates, or threatens to repudiate, any of its obligations under this GCC and/or the WO;

- (d) if Contractor fails to, or threatens not to, timely deliver the Materials or execute the Works, conforming to the requirements of, and otherwise in accordance with, the terms and conditions of this GCC and the Work Order.
- (e) if Contractor fails to provide Company, within a commercially reasonable time after Company's request (but in no case exceeding 14 (fourteen) days after such request) with adequate and reasonable assurance of Contractor's financial and operational capability to perform timely any of Contractor's obligations under this GCC and/or the WO;
- (f) if, as a result of any breach by Contractor of any of its obligations under this GCC and/or the WO, Company's customer or Company requires that Company engage any other third-party entity to perform the obligations of the Contractor;
- (g) if Contractor takes any action, or fails to take any action, required under this GCC and/or the WO or any other agreement between Company and Contractor, or as reasonably requested by Company, the result of which is any imminent interruption or delay, or the threat of an imminent interruption or delay, in any production at any of Company's or its customer's facilities;
- (h) if, without obtaining Company's prior written consent, (i) Contractor sells, leases or exchanges any material portion of Contractor's assets, (ii) Contractor merges or consolidates with or into another Person, or (iii) a change in Control of Contractor occurs;
- (i) any representation or warranty of the Contractor made herein was or becomes materially incorrect or misleading and the Contractor has failed to remedy the same within 30 (thirty) days of receipt of notice from the non-breaching Party; or
- (j) any proceeding is instituted against the Contractor seeking to adjudicate the Contractor as a bankrupt or insolvent and such proceeding is not stayed or dismissed within 30 days of filing, or if the Contractor makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of the Contractor, or if the Contractor files a petition seeking to take advantage of any other laws extant in India relating to bankruptcy, insolvency, reorganization, winding up or composition, or adjustment of debts, or if the Contractor admits in writing its inability to pay its debts when due, or the Contractor dissolves or is liquidated or takes or authorizes any action in respect of such a dissolution or liquidation; and/or
- (k) pursuant to any other provisions in this GCC and/or the WO under which the Company has the right of terminate.

11.2 Termination by Contractor for Company's Default

This GCC and the WO may be terminated for cause by the Contractor by issuing a notice of termination if the Company has failed to make payment of undisputed, certified, due and payable amounts to the Contractor and such failure has continued for 120 days after the notice thereof, by issuing a notice of termination after the expiry of such period.

- 11.3 The Company shall have the right, at all times, to terminate the WO without cause or for convenience, at its sole discretion, by issuing a notice of termination to the Contractor of 15 days, without incurring any liability. Such termination shall become effective on the expiry of such 15 days, or any other period as mentioned by the Company in the notice of termination.
- 11.4 Unless otherwise specified in the notice of termination, the Work Order shall stand terminated vis-à-vis the Works which have not been executed or completed by the Contractor on the expiry of the notice period set out in the notice of termination or where a cure period has been provided and the default has not been remedied to the satisfaction of the Company, on expiry of such cure period. In the event of termination, COMPANY shall not be liable to pay any amount to the CONTRACTOR over and above the amounts already approved, paid towards Works already executed up to the date of termination based on monthly invoices raised as per this GCC and no claim for any money or any other amounts shall lie against the COMPANY except the return of proportionate Retention Amount. The Company shall, in the event of terminating the WO under this clause, be fully entitled to receive any unrecovered advance, paid to the Contractor, from the Contractor and thereafter the Company shall return back the Retention Amount, or the Retention Bank Guarantee submitted by the Contractor. The Contractor agrees not to raise any dispute or objection in this regard. Upon termination hereunder the CONTRACTOR shall forthwith handover the Works on as is where basis to the Company or to any Other Contractor designated by the COMPANY.
- 11.5 The Parties may, on mutual understanding, terminate the WO provided a prior written notice of 45 (forty-five) days or any other mutually agreed period is provided to both Parties prior to such termination of the WO.
- 11.6 On the issuance of the notice of termination of the WO due to reasons set out above, unless such notice specifies otherwise, the Contractor shall:
- (i) pickup, take away and transport from the Site or any other delivery point communicated by the Company, all rejected portion of the Works or the Materials, at its cost and expense, for replacement and rectification (if applicable) at its sole risk and cost;
 - (ii) immediately discontinue the execution of the Works as per the WO;
 - (iii) place no further order and enter into no additional orders or subcontracts, and terminate all existing orders or subcontracts in relation to the WO, including all Materials which are in transit or ready in storage/factory;
 - (iv) continue to remain liable for all costs and expenses incurred in relation to the rejected or Defective Works or Materials, the replacement of the rejected and replacement Works or Materials in accordance with the terms of the Work Order.

Further, the Company shall be entitled to: (A) reject any such Materials or portion of the Works if they do not meet the requirements of the Company or as specified under the Work Order; or (B) return such Materials to the Contractor, at the cost and expense of the Contractor.

11.7 Effect of Termination

In no event shall the Company be liable for and will not be required to make payments to the Contractor, directly or on account of claims by Contractor's subcontractors, for loss of anticipated profit, unabsorbed

overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges.

12. CONTRACTOR'S OBLIGATIONS

12.1 Quality

Contractor shall meet or exceed Company's quality standards for the Works as adopted by Company from time to time. Contractor shall work together with Company to achieve global process improvements in the areas of technology, quality, responsiveness, delivery and cost. At Company's request, Contractor's representatives shall meet with Company to review the progress made on these objectives. Contractor shall provide reasonable support as requested by Company to address and correct quality concerns. In addition to its other rights and remedies, Company may hold Contractor responsible for costs associated with quality-issue investigation and containment to the extent caused by Contractor's acts or omissions. Contractor shall, on a continuous basis, identify ways to improve the quality, service, performance standards and technology for the Works, including through participation in Company's quality improvement initiatives.

12.2 Protection Against Work Interruptions

Contractor shall, at Contractor's sole cost and expense, take such actions as are necessary or appropriate to ensure the uninterrupted performance of the Works during any foreseeable or anticipated event or circumstance that could interrupt or delay Contractor's performance under this GCC and/or the WO, including Force Majeure event, any labour disruption, whether or not resulting from the expiration of Contractor's labour contracts.

12.3 Contractor's Financial Condition

Contractor shall furnish Company with statements accurately and fairly evidencing Contractor's financial condition as Company may, from time to time, reasonably request. Contractor shall promptly notify Company, in writing, of any and all events that have had or may have a material adverse effect on Contractor's business or financial condition, including any change in management, sale, lease or exchange of a material portion of Contractor's assets, a change in Control of Contractor, or the breach of any loan covenants or other material obligations of Company to its creditors.

12.4 Compliance with Laws

- a. Contractor shall at all times comply with all Applicable Laws applicable to this GCC and the WO, Contractor's operation of its business and the exercise of its rights and performance of its obligations hereunder. Without limitation of the foregoing, Contractor shall ensure the Works conform fully to any Applicable Laws. Upon Company's reasonable request, Contractor shall provide Company with: (a) written certification of Contractor's compliance with Applicable Laws; (b) written certification of the origin of any Materials in the Works; and (c) any additional information regarding the Works requested by Company such that Company may comply in a timely manner with its obligations under Applicable Laws.

- b. The CONTRACTOR represents, warrants, and covenants that its shall comply with all Applicable Laws and Approvals in relation to the Works including in relation to the sale, packing, transportation, execution and installation of Works and the Materials. The CONTRACTOR warrants that no Applicable Law or Approvals shall be violated in the manufacture, procurement, sale, delivery and installation of any of the Materials or the Works pursuant to the WO or this GCC. The CONTRACTOR further warrants that compliance with Applicable Law and the Approval shall be and has been maintained at all times. The Contractor will ensure its Subcontractors, agents, directors, officers, personnel and others acting through or on behalf of the Contractor comply with all Applicable Laws relating to the Works, and it shall obtain from the applicable Government Authorities all Approvals required, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by the Governmental Authorities or the Applicable Laws. Payment of all such fees and charges will be at the sole risk and cost of the Contractor. The Contractor shall directly obtain all Approvals, including from customs, etc., required for the execution of the Works at its sole risk and cost.
- c. The CONTRACTOR agrees to indemnify and hold COMPANY fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including legal fees arising from the failure of the Contractors its employees, labour, workmen, and Subcontractors to comply with this clause. The provision of this Clause 12.4 (c) shall survive completion or termination of the Work Order and this GCC.
- d. Compliance with Labour Laws
- (i) The CONTRACTOR shall comply and abide in all respects with the provisions of Applicable Laws related to the Contractor's employees, labour, and workers and to its Subcontractors including but not limited to, Minimum Wages Act, Payment of Wages Act 1948, Employees Liability Act 1938, Employees Compensation Act 1923, Industrial Disputes Act 1947, Contract Labor (Regulation & Abolition) Act 1970, Employee State Insurance Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1972, Factories Act, Workmen Compensation Act, and the rules made thereunder etc. The Contractor is further presenting that there is no inquiry /investigation pending by any Government Authorities as against the Contractor or its employees. As per the Applicable Laws, the Contractor shall have procured separate code number under the schemes of Provident Fund and Employee State Insurance. The Contractor shall be solely responsible for payment of salaries, wages and other legal dues of the employees, labour and workers employed by the Contractor for the purpose of rendering services under this Agreement.
- (ii) The CONTRACTOR shall indemnify the COMPANY against any and all legal action, proceedings, claims and expenses arising from any noncompliance in this respect and in respect of any payments to be made under the Applicable Law.
- (iii) The Contractor shall maintain all required statutory registers and records under various labor rules and clause to submit all returns to appropriate authorities as required under law. The CONTRACTOR shall submit the details of labor employed every day, trade wise if so desired by the COMPANY. The CONTRACTOR shall be solely responsible for adequacy of workmen to execute the work within the stipulated period and according to the program of the work and increase the strength whenever required at his own cost, to speed up the work if it be lagging behind. CONTRACTOR shall not employ any Child Labor at site. The CONTRACTOR shall take an Insurance Policy covering the entire scope of work at their own cost, against all risks including without limitations, risks of third party liabilities such as personal injury, loss of life and any damages caused during the performance and upto the successful completion of defect liability period. A copy of the policy shall be submitted to the COMPANY. The

Contractor shall be responsible to meet any liability arising out of bodily injury or death of his employees/workmen and shall take Workmen Compensation adequately covering any compensation that may be due to such injured/deceased employee or workmen. The Contractor to submit the copies of all the Insurance policies like Workmen Compensation & Third party liability before commencement of work.

13. SUSPENSION:

Company may suspend the supplies in whole or in part at any time by giving Contractor notice in writing to such effect stating the nature, the date and anticipated duration of such suspension. On receipt of notice of suspension, the Contractor shall stop all such supplies which the Company has directed to be suspended with immediate effect. During suspension, the Contractor shall protect, store, secure and ensure such part of the supplies against any deterioration, loss or damage at its own risk and cost. In case of any damages, loss or deterioration, Contractor will replace or repair the Works subject to the prior written approval from Company.

14. ANTI BRIBERY:

Each party agrees that it shall, and shall procure that its employees, subsidiaries, agents, sub-contractors, consultants and any other person acting on its behalf in connection with this Agreement shall: (a) comply with applicable anti-bribery and corruption laws (including the UK Bribery Act 2010) (“Anti-Bribery Laws”), and in particular, shall not, either directly or indirectly, offer, promise, give, authorise the payment of, or transfer, a financial or other advantage (i) to any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) to any other person with the intention of inducing or rewarding the improper performance of a function or activity, (b) maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to this Agreement that would constitute an offence under any applicable Anti-Bribery Laws, (c) not engage in any activity, practice or conduct which would constitute tax evasion or the facilitation of tax evasion and comply with all applicable laws, statutes, regulations, and codes in force from time to time relating to tax evasion or the facilitation of tax evasion; and (d) disclose to the other party in writing immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this condition. Any failure by either party to perform its obligations under, or procure compliance with, this condition shall be deemed to be a material breach of this Agreement by that party, such breach being incapable of remedy and giving the other party the right to terminate this Agreement by written notice with immediate effect.

Modern Slavery

The parties shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force. In performing its obligations under this Agreement, the parties shall take reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in its supply chains or in any part of its business (including making all necessary enquiries with its supplies and, to the extent reasonable, other parties in the supply chain).

NON-SOLICITATION:

On and from the effective date and until the expiry of the term of this agreement, the Contractor shall not, and shall ensure that its Affiliates and representatives shall not:

(a) directly or indirectly hire or solicit any employee or officer of the Company or its Affiliates or its associates or its joint venture entities, except pursuant to a general solicitation or advertisement published in a public forum and which is not directed specifically to any such employee or officer; and;

(b) influence or attempt to influence, interfere with, tender for, canvass, solicit, entice away or attempt to solicit or entice away, whether on its own or on behalf of any Person, any past, present, or potential customer, lessee, licensee, tenant, referral source, supplier, service provider or vendor of the Company or its Affiliates or seek to discourage any such Person from doing business with the Company or any of its Affiliates.

15. FORCE MAJEURE

a. "Event of Force Majeure" means strike or other form of industrial action; act of God; riot, civil disturbance or acts of terrorism; fire, flood or severe weather, provided that such event is (i) beyond the reasonable control of a Party, (ii) which such Party could not reasonably have protected against before entering into the WO and/or the GCC, (iii) which, has arisen despite the affected Party taking all reasonable efforts and complying with Good Industry Practice; and (iv) which materially impacts performance of the affected Party's obligations under this the WO and/or the GCC.

b. Notwithstanding that an Event of Force Majeure otherwise exists, the provisions of this clause shall not excuse:

(i) failure of the Contractor to obtain or maintain any consent due to negligence or default or any breach of default of the Contractor;

(ii) any failure of the Contractor to research, consider, plan for or take into account reasonably foreseeable ground and weather conditions;

(iii) any failure by the Contractor which result in the failure where the cause of such failure by the Contractor would not otherwise constitute an Event of Force Majeure pursuant to this clause;

(iv) delayed performance or failure of performance by Contractor caused by Contractor or its subcontractors' failure to engage qualified subcontractors or contractors or to hire an adequate number of personnel or labour;

(v) delay in the performance of the Works caused on the part of Contractor or its subcontractors;

(vi) delays resulting from reasonably foreseeable unfavourable weather or sea conditions or other similar reasonably foreseeable adverse conditions.

c. In the event of occurrence of an Event of Force Majeure, the Party affected by such Event of Force Majeure ("Affected Party") shall be entitled to suspend the performance of only such part of its obligation hereunder which is affected by such Event of Force Majeure. Provided, however, the Party claiming relief from Force Majeure shall have the burden of proof as to whether such Event of Force Majeure has occurred and whether performance hereunder is excused as a result thereof, to the satisfaction of the Company.

- d. If such failure or delay occurs, the Affected Party, that is not able to perform its obligations, shall notify the other Party of the occurrence thereof as soon as possible, and the Parties shall discuss the most suitable way to resolve, mitigate or minimize the effects of the Event of Force Majeure.
- e. The Affected Party shall give notice of any Event of Force Majeure to the other Party as soon as reasonably practicable, but not later than 5 (five) business days after the date on which it knew or should reasonably have known of the commencement of the Event of Force Majeure. Such notice shall include full particulars of the Event of Force Majeure, its effects on the Affected Party and the remedial measures proposed. The Affected Party shall give the other Party regular (weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Event of Force Majeure. The Affected Party shall also give notice to the other Party of:
 - (i) the cessation of the relevant Event of Force Majeure; and
 - (ii) the cessation of the effects of such Event of Force Majeure on the performance of its rights or obligations under the WO and/or the GCC, as soon as practicable after becoming aware of each such cessation.
- f. In the event the Affected Party fails to provide the written notices required under this clause within the time periods specified therein, such Party shall forfeit its right to claim such specific occurrence or event as constituting an Event of Force Majeure under the WO and the GCC.
- g. To the extent not prevented by an Event of Force Majeure, the Affected Party shall continue to perform its obligations pursuant to this GCC. The Affected Party shall use its reasonable efforts to mitigate the effect of any Event of Force Majeure as soon as practicable.
- h. It is clarified that the Contractor shall not be relieved from any obligation to pay any amount due to the Company, pursuant to the terms of the WO or this GCC or the Applicable Laws, which has been incurred prior to the commencement of the Event of Force Majeure by reason of an Event of Force Majeure.
- i. In the event that the Parties are unable in good faith to agree that an Event of Force Majeure has occurred, or performance hereunder is excused as a result thereof, the Parties shall submit the dispute for resolution pursuant to Clause 23 and the Party claiming relief from Force Majeure shall have the burden of proof as to whether such Event of Force Majeure has occurred and whether performance hereunder is excused as a result thereof.
- j. If the performance of obligations of either Party is prevented for a continuous period of 60 (sixty) consecutive days by reason of an Event of Force Majeure of which notice has been given, or for multiple periods which total more than 150 (one hundred and fifty) days within one-year period due to the same notified Event of Force Majeure, then either Party may give to the other Party a notice of termination of the GCC and the WO. In this event, the termination shall take effect 7 (seven) days after the notice is given.

16. ASSIGNMENT:

The Company, at its sole discretion, shall have the right to assign or otherwise transfer the Work Order and this GCC in favour of the any other third party, including permitted assigns, successors, Affiliates, group companies, parent company and/or its lenders, investors and any entity acquiring substantial portion of shares or assets of Company.

All assignment or any other transfer, by the Contractor shall be subject to the Contractor procuring the prior written consent of the Company. Any attempted assignment or transfer in violation of this section shall be void.

17. WAIVER OF LIENS:

Contractor shall furnish waivers and releases of any and all rights of retention, claims, liens, security interests, attachments, charges or encumbrances (whether statutory or otherwise, including mechanics' liens, labourers' liens, unpaid liens).

18. INDEMNIFICATION AND OVERALL LIMITATION OF LIABILITY:

- a. Notwithstanding any limitation of liability contained herein, the Contractor shall defend, indemnify and hold harmless the Company, its lenders, Affiliates and any of their respective officers, directors, employees, subcontractors, agents and / or representatives (each individually and respectively the "Indemnified Party(ies)"), from and against any and all Claims made and / or Losses suffered or incurred by the Indemnified Party(ies) attributable to (a) violation of any Applicable Law (including with respect to any applicable anti-graft, anti-bribery or anti-corruption law or regulation) by negligence or misconduct of the Contractor, its subcontractors, sub-contractors, vendors, and any of their respective officers, directors, employees, subcontractors, agents and / or representatives or anyone employed thereby (each individually and respectively "Contractor's Representatives"); (b) breach of any term of the WO or these GCC by the Contractor and / or Contractor's Representatives, and (c) any damage or injury to any Person (including the Indemnified Parties) or to the physical property of any Person (including Indemnified Parties); (d) any fraud, negligence, or misconduct of any Contractor or Contractor's Representatives or anyone directly or indirectly employed by them of anyone for whose acts they may be liable; (e) breach of confidentiality obligations; (f) breach of obligations under the Work Order and this GCC.
- b. Notwithstanding any limitation of liability contained herein, the Contractor shall defend, indemnify and hold harmless Indemnified Parties, from and against any and all Losses suffered or incurred by the Indemnified Parties in connection with any Claim brought against or Losses suffered or incurred by the Indemnified Parties on account of any infringement or on the assertion that the Works infringe or misappropriate any Intellectual Property Right (as defined hereunder) of any third party (a) by the Company's use or possession of any Intellectual Property Rights (including, without limitation, designs, programs, methods or processes) or otherwise contained in the Intellectual Property Rights to which a licence has been granted by the Contractor to the Company for such use or possession; or (b) the Contractor's design, manufacture, construction or execution of the Works, or (c) otherwise by the use of the Works.
- c. If any such Claim materially impairs the value of, or right to use, the Works, then the Contractor shall procure, at its own expense, the right to secure such rights as are reasonably required to maintain the value of the Works, including, without limitation, at its own election (a) modifying infringing Works to make them non-

infringing; (b) procuring right of continued use; or (c) substituting such Works with non-infringing Works satisfying all technical specifications and other specifications agreed in this GCC and the WO applicable to such Works; provided, however, that to the extent that any of the foregoing actions materially and adversely impact the electricity generating capacity, or operation or maintenance, of the Works, the Contractor shall refund the portion of the price paid for the Works equivalent to the greater of (i) the reduction, if any, in the fair market value of the Works as a result of such actions, or (ii) the loss in revenue to any Indemnified Party attributable to such adverse impact upon electricity generation of the Works.

- d. The terms of this clause shall survive the expiry or early termination of this GCC and the WO.
- e. IN NO EVENT SHALL THE COMPANY OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THE WO OR THIS GCC, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

19. ARBITRATION:

- a. The Parties hereto ascribe to the principle that the expeditious and equitable settlement of disputes arising under this GCC and/or the WO is to their mutual advantage and in their best interest. To this end, they therefore, agree to use their best efforts to resolve all differences of opinion and to settle all disputes arising in connection with this GCC and/or the WO through co-operation and consultation.
- b. If a dispute is not resolved during the course of discussions and/or a meeting arranged under Clause 19 (c), it shall be referred to the management of both the Parties who shall seek to resolve the dispute in good faith as expeditiously as possible and, in any event, within 10 business days of the dispute being so referred (or such other period of time as the parties may agree).
- c. Nothing in this Clause 19 shall restrict the right which either party may have to seek injunctive relief in respect of a breach of this GCC or the WO.
- d. If the management is unable to resolve the dispute having a value of more than Rs. 1 crore within such period, a Party may refer the dispute to finally be resolved by arbitration in Mumbai in accordance with the Arbitration Rules of Mumbai Centre for International Arbitration ("MCIA Rules"), which rules are deemed to be incorporated by reference in this clause.
- e. The Parties agree that any arbitration commenced pursuant to this clause shall be conducted in accordance with the Expedited Procedure set out in Rule 12.3 of the MCIA Rules.
- f. The seat of the arbitration shall be Mumbai.
- g. The Tribunal shall consist of one arbitrator appointed mutually by the Parties.

- h. The language of the arbitration shall be English.
- i. The law governing this arbitration agreement shall be Indian laws.
- j. For any other disputes, the Parties may take any further steps to which it is entitled, including court action, in respect of such dispute.

20. GOVERNING LAW & JURISDICTION

The WO and this GCC, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be subject to and governed by the laws of India. Subject to Clause 19, the Parties hereby submit to the exclusive jurisdiction of the courts of Mumbai only.

21. INFRINGEMENT:

- a. The Contractor shall defend, at its own expense, any suit or claim that may be instituted against the Company or any customer of the Company for alleged infringement of patents, trade secrets, copyrights or other Intellectual Property Rights relating to the Works, and the Contractor shall indemnify the Company and its customers for all ascertained costs and damages arising out of such alleged infringement, provided that:
 - (i) The Company gives the Contractor reasonably prompt notice in writing of any such Claim or action and permits the Contractor, through its counsel of choice, to answer the charge of infringement and control the defense of such action; and
 - (ii) Company provides to the Contractor information, assistance, and authority (at Contractor's expense for reasonable out of pocket expenses incurred by Company in connection therewith) to enable the Contractor to defend such Claim or action.
- b. The Company shall have the right, at no additional charge, to use and/or reproduce the Contractor's applicable Intellectual Property Rights, literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. The Contractor shall advise the Company of any updated information related to the foregoing literature and documentation with timely notifications in writing.

22. ENTIRE ORDER:

- a. The WO, which includes the GCC, along with any related Annexures, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and cancels all earlier discussions and negotiations of understandings, agreements, representations, warranties, whether written or oral, express or implied, between them.
- b. It is hereby clarified that the terms and conditions set out in the WO, including but not limited to the specific commercial and technical terms and conditions, payment terms, warranty terms, liquidated damages, any

milestone clause, terms and conditions of performance of the Works, shall supersede over the term and conditions set forth under this GCC, provided, however, the WO and the GCC are supplementary in nature and, to the extent possible, shall always be read harmoniously.

23. CONFIDENTIAL INFORMATION:

- a. Contractor agrees to keep confidential, at all times, all information concerning the business or operations of the Company or in regard to the design changes, improvements, inventions, know-how, or process of the Works, including any Confidential Information, drawings, designs, documents etc., if any, provided by the Company to the Contractor pursuant to this GCC and/or the WO, so as to protect the Company's lawful interests. Contractor shall consult the Company and obtain the prior written consent of the Company in case the Contractor needs to disclose any such Confidential Information to a third party. However, the Company shall have the right to share information of the Contractor with its Affiliates, group companies, parent company and/or its lenders, investors and any entity acquiring substantial portion of shares or assets of the Company. Further, the Contractor shall not use such information for any purpose other than for the purpose of performing its obligations under this GCC and/or the WO.
- b. The confidentiality obligation of the Contractor shall survive the termination or expiration of this GCC and the PO.

24. ACCEPTANCE OF ORDER:

Contractor shall acknowledge the receipt of the WO and confirm their acceptance to the same in writing within 3 (three) days of receipt of the WO, failing which, it shall be deemed that the order is unconditionally accepted by the Contractor.

25. INTELLECTUAL PROPERTY:

a. Ownership

Each of the Parties acknowledges and agrees that:

- (i) each Party retains exclusive ownership of its Background Intellectual Property Rights;
- (ii) Company does not transfer to Contractor any of its Background Intellectual Property Rights, and Contractor may not use any of Company's Background Intellectual Property Rights other than to perform, execute and complete the Works to Company hereunder;
- (iii) Contractor hereby grants and licenses to Company to use any of Contractor's Background Intellectual Property Rights as may be required in relation to use, ownership and operations of the Works including the right to resell Works, repair such Works, or incorporate Works purchased from Contractor;
- (iv) all Foreground Intellectual Property Rights will be owned by Company;
- (v) Contractor assigns to Company all of Contractor's right, title and interest in and to all Foreground Intellectual Property Rights, and, to the extent that any Foreground Intellectual Property Rights are copyrightable works or works of authorship (including computer programs, technical specifications, documentation and manuals), the Parties agree that such works are "works made for hire" for Company;

- (vi) Contractor shall only use the Foreground Intellectual Property Rights to produce, perform, execute, supply and complete the Works; and
- (vii) Contractor waives any claim against Company, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against Contractor or Company for infringement of any Intellectual Property Rights.

b. Prohibited Acts

Each of the Parties shall not:

- (i) take any action that may interfere with the other Party's Intellectual Property Rights, including such other Party's ownership or exercise thereof;
- (ii) challenge any right, title or interest of the other Party in such other Party's Intellectual Property Rights;
- (iii) make any claim or take any action adverse to such other Party's ownership of its Intellectual Property Rights;
- (iv) register or apply for registrations, anywhere in the world, the other Party's trademarks or any other trademark that is similar to such other Party's trademark[s] or that incorporates such trademarks in whole or in confusingly similar part;
- (v) use any mark, anywhere, that is confusingly similar to the other Party's trademarks;
- (vi) misappropriate any of the other Party's trademarks for use as a domain name without such other Party's prior written consent; or
- (vii) alter, obscure or remove any of the other Party's trademarks or trademark or copyright notices or any other proprietary rights notices placed on the Materials or Works purchased under this GCC and the WO, marketing materials or other materials.

c. License of Contractor's Background Intellectual Property Rights

Contractor grants to Company an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license, with the right to grant sublicenses or assign, to use Contractor's Background Intellectual Property Rights to produce, use, sell and to obtain, from alternate sources, products and services similar to the Works (including related systems and components) following the expiration or earlier termination of this GCC and the WO and in connection with Company's rights hereunder to execute, perform and complete the Works from an alternative source at any time.

- d. The Contractor shall be responsible for the payment of all fees, royalties and other charges, if any, that may be payable under the terms of any licence or permission in respect of any of the Intellectual Property Rights.
- e. The Contractor shall, at its sole cost and expense, settle or defend and pay any costs (including attorney's fees) and damages awarded in connection with, and shall defend, indemnify and hold harmless the Company, its Affiliates, its lenders and any of its respective officers, directors, employees, subcontractors, agents or representatives, from and against, any and all suits, actions, administrative proceedings, Claims, fees, Losses, demands, costs, charges and expenses of whatsoever nature, including reasonable attorneys' fees and expenses, which the foregoing any of the indemnified party(ies) may suffer for or on account of any infringement or alleged infringement of any third party Intellectual Property Rights (a) by the Company's use or possession of any Intellectual Property Rights (including, for the avoidance of doubt, computer programs,

methods or processes) or otherwise contained in the Contractor's Documents to which a licence has been granted by the Contractor to the Company for such use or possession; or (b) the Contractor's design, manufacture, construction or execution of the Works, or (c) otherwise by the use of the Works.

f. The terms of this clause shall survive the expiry or early termination of this GCC and the PO.

26. MISCELLANEOUS:

a. Notice

Any notice or other information required under or in connection with this GCC or/and the WO to be given by either Party to the other Party, must be in writing and may be given by hand, courier, email or comparable means of communication, to the other Party at:

In case of Company:

QMT Lifestyle And Technologies Services Private Limited

For attention of: Mrs Shama Nair

Address: Noida International Airport Jewar Expressway, Dist. Gautam Buddha Nagar, Uttar Pradesh, , Greater Noida, Yamuna India PIN Code - 203155

In case of Contractor:

As provided in the format attached as Annexure A hereto.

Any notice or other information given by courier shall be deemed to have been given on signature of a delivery receipt or on the 5th (fifth) day after the envelope containing the same was so sent by courier, and proof that the envelope containing any such notice or information was properly addressed and sent by courier and that it has not been so returned to the sender. Legal notices, service and any legal proceedings concerning or arising out of this GCC and/or the WO shall be affected by causing the same to be delivered to the Party to be served, at its registered office, or to such other address as may from time to time be notified in writing by the Party concerned.

Email shall be considered a valid mode of transmission of notices and any such notice or other information sent by e-mail (with confirmation of transmission) shall be deemed to have been duly given on the next business day after transmission. Provided however, in relation to legal notices or other documents of a similar nature, delivery over email shall be accompanied with physical delivery to the other Party as set out in the paragraph above, in which case, such notices shall be deemed to have been given (i) on the next business day after transmission of email or (ii) upon delivery at the address of the other Party (as set out above), whichever is earlier. Details of the email of the Company shall be provided by the Company in the WO.

b. Legal Relationship

This GCC and/or the WO does not in any respect make Contractor an agent or a partner of Company, nor does it establish any joint venture between the Parties or authorize Contractor to transact any business in the name

of Company or to incur any obligation or liability for or on behalf of Company. Each Party confirms it is acting on its own behalf and not for the benefit of any other Person.

c. Severability

If any provision or part-provision of this GCC and/or the WO is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this GCC and/or the WO, unless such above mentioned contravening provision relates to a material part of this GCC and/or the WO and / or is not severable, in which case, the whole GCC and/or the WO would be terminated by way of the Parties' agreement or an arbitral award.

d. Waiver

Failure or delay of either Party at any time to require performance of any provision of this GCC and/or the WO shall not affect the right to require full performance thereof at any time thereafter and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying or restricting the effectiveness of such provision.

e. No Verbal Agreements or Changes in GCC and the WO

It is mutually agreed by the Parties that no amendment or variation of this GCC and/or the WO shall be effective unless it is in writing and duly executed by both Parties hereto.

f. No Third Party Beneficiaries

Any agreement herein contained, express or implied, shall be only for the benefit of the Parties to this GCC and/or the WO and their respective successors and permitted assigns, and such agreements shall not inure to the benefit of any other party, whomsoever, it being the intention of the Parties to this this GCC and/or the WO that no one shall be deemed to be a third party beneficiary of this GCC and/or the WO.

Provided, however, notwithstanding anything to the contrary, the any and all warranties and maintenance contracts procured by the Contractor in relation to the Works, including from OEMs, shall be transferred to the Company upon any termination or expiry of the WO.

g. It is hereby clarified that in the event that the Company has a definitive agreement executed in relation to its project in which the Works are supplied, incorporated, used, operated or supported by, any relief provided by the Company to the Contractor limited to extension of time and back to back with any such relief provided to the Company under such definitive agreements may, at the sole discretion of the Company, be provided to the Contractor.

h. Special Representations of Supplier

- (i) The Works shall be executed, performed and completed pursuant to the timelines agreed by the Parties and the Contractor represents, warrants and covenants that it (a) owns or has sufficient rights to all Intellectual Property Rights necessary for it to perform its obligations under this GCC and/or the WO, and (b) it has not received notice from any third party claiming infringement of such third party's Intellectual Property Rights regarding the same.
- (ii) Contractor represents and warrants that it is competent to execute, perform and complete the Works in the most effective manner.
- (iii) Contractor represents and warrants that it has, and it shall maintain sufficient financial resources, technical know-how, operational capacity and sufficient competent and experienced experts to meet its obligations under this GCC and the PO.

The Contractor further represents and warrants that no criminal proceeding / investigation is pending against it or its directors, promoters or beneficial owners. Contractor recognizes that the Company has entered into this GCC and the WO in good faith relying on such representation.

27. DEFINITIONS AND INTERPRETATION

a. Definitions

In this GCC unless the context otherwise requires, capitalised terms shall have the meaning ascribed to them below or in the body of this GCC:

“Affiliates” means any Person that, directly or indirectly, through one or more intermediaries, Controls or is Controlled by or is under common Control with that Person;

“Applicable Law” means any and / or all statutes, laws, bye-laws, regulations, ordinance, rules, judgments, orders, decrees, ordinances, directives, notifications, circulars, guidelines, policies, requirements, Approvals, or other governmental restrictions or any similar form of decisions, including any amendments thereto, or determination by, or any interpretation or administration of any of the foregoing by, any Government Authority, as may be applicable to the obligations to be performed by the Contractor under the WO and this GCC and the obligations of the Contractor;

“Approval(s)” means any and all authorizations, clearances, licenses, no-objection certificates, exemptions, privileges, approvals, registrations, permits, waivers, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned Government Authority relating to the Works or for the performance by Contractor of its obligations under the WO or this GCC, as may be required under the Applicable Laws.

“Authorized Representative” means the Company's representative appointed by the Company and includes a 'Project Head' or such other Person(s) as may be designated in writing by the Company. For all practical purposes, the Authorized Representative shall act in close co-ordination with PMC being appointed.

“Background Intellectual Property Rights” means Company’s Intellectual Property or Contractor’s Intellectual Property, as applicable, except for any Foreground Intellectual Property Rights.

“Confidential information” will mean any data, information and know-how, in any form of media, including oral statements, disclosed or otherwise made available (including for observation) by the Company to the Contractor in connection with the Work Order, which is not publicly available, including any and all information, documents, technology, plans, programs, processes, procedures, designs, know-how, markets and business plans relating to the subject matter of the Work Order, including any other information which, considering its nature or the circumstances of its disclosure, ought in good faith be treated as Confidential Information, whether or not such materials, information or documents were marked ‘confidential’.

“Contractor” means the entity engaged by the Company in the WO, the details of which shall be captured separately.

“Control” means:

- (i) ownership or control (whether directly or otherwise) of more than 50% (fifty percent) of the share capital, voting rights or voting interest or the like of the controlled entity; or
- (ii) ownership of share capital, voting capital, voting rights or voting interests, or the like by contract or otherwise, conferring control of the affairs of the controlled entity, control of or the power to control the composition of, or power to appoint, more than 50% (fifty percent) of the members of the board of directors, board of management, or other equivalent or analogous body of the controlled entity;

“Claim” means all claims, suits, actions, administrative proceedings, claims, fees, Losses, demands, costs, charges and expenses of whatsoever nature, including reasonable attorneys’ fees and expenses.

“Defect(s)” means any defect, deficiency or damage in the Works, on account of, inter alia, faulty design, manufacturing, workmanship, storage, handling, packaging, or transportation and faulty materials, as would result in (a) operational failure of the project of Company; and/or (b) failure to comply with the Company’s requirements or not in accordance with the instructions or agreed technical specifications and/or (c) any work, material, or item not being manufactured, carried out, installed or supplied in accordance with, or violation of or not being otherwise in compliance in with the Applicable Law or any other terms and conditions of this GCC and ‘Defective’ shall be construed accordingly.

“Defects Liability Period” shall mean a period of 1 year from the date of Virtual Completion for commercial operations or such extended period, beyond the aforementioned timeline, as may be mentioned in the WO or required by the Company for rectification of Defective Works during which period the CONTRACTOR shall continue to be liable and responsible for all costs, expenses, claims including without limitation third party liabilities of whatsoever nature arising out of any defect or deficiency in the said Works carried out by the CONTRACTOR.

“Materials” means the equipment, product, machinery, plant or materials, components or any other object to be delivered by the Contractor at the Site in accordance with the agreed technical specifications to the

satisfaction of the Company and in accordance with the WO and this GCC for the performance, execution and completion of the Works.

“Final Completion” means the date by which a final certificate has been issued by the COMPANY following completion of snag list and handover and completion of rectification of Defective Works in all respects to the satisfaction of the Company, and following which the COMPANY can draw up a final account in respect of the concerned Project;

“Foreground Intellectual Property Rights” means any and all of the Intellectual Property Rights developed with respect to, or for incorporation into, the Works, that are either developed by Company alone, by Company and Contractor jointly or by Contractor alone as requested by Company in connection with this GCC and the WO.

“GCC” means these general conditions of contract forming part of the WO.

“Good Industry Practice” means those practices, methods, equipment, specifications and standards of safety and performance (as may change from time to time) employed by experienced international contractors or operators in the similar industry engaged in the same type of undertaking under the same or similar circumstances and conditions, which in the exercise of reasonable judgement in light of the facts known at the time the judgement was made, are considered good, safe and prudent practice commensurate with standards of safety, performance, dependability, efficiency and economy;

“Government Authority” means the Government of the Republic of India, the government of the State in which the Works are performed, and or any central, state or municipal government and / or any ministry, department, board, agency, legislative body, department, political subdivision, authority or instrumentality thereof, including court or tribunal or judicial or quasi-judicial body of India of competent jurisdiction, or any local authority constituted under an act of legislature, and any other authority exercising any power or function in pursuance of an act of parliament, state legislature and any successor thereof, having jurisdiction over the subject matter in question;

“GST” means the goods and services tax as applicable under the GST Act.

“GST Act” means the Central Goods and Services Tax Act, 2017, relevant state/ Union Territory Goods and Services Tax Act, the Integrated Goods and Services Tax Act, 2017, and the rules issued thereunder

“Intellectual Property Rights” means all of the following: (i) patents, designs together with any foreign counterparts, (ii) copyrights, statutory or common-law, arising under the laws of India, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the Indian Copyright Office, and the right to obtain all renewals thereof; (iii) trademarks, service marks, trade names, business names, domain names, and other rights in the nature of intellectual property rights however designated, whether registered or not, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the Indian Trademarks Office, or any other country,

and the right to obtain all renewals thereof; as well as (iv) trade secrets, know-how including all confidential and proprietary information with respect to a specific product or process and information, including but not limited to written materials, equipment, facilities, tooling, facilities design, product parts, processes, ideas, formulations, documentation, designs, plans, and policies, programs (including source code, application graphic user interface, program summaries, program listings, program logic, programming tools, specifications, flow charts, file formats, manuals, reports, operation guides, installation guides, and other documentation or programming materials), research, processes and technology developments, sales strategies, databases of contractors, customers, employees, manufacturing, marketing, business plan, financial and personnel information whether in oral, graphic or electronic form

“Losses” means all liabilities, demands, proceedings, losses, costs and expenses, damages, penalties, fines, claims, actions and suits, including reasonable attorney’s fees and

“Other Consultants” means collectively all other contractors, agents, consultants and advisors apart from the Contractor engaged by the Company for the purposes of the Project, including but not limited to the PMC, the M&E concept consultant, design consultants, amongst others;

“Person(s)” shall include any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), limited liability partnership, proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under applicable Law. “Project” means [•];

“Project Manager” or “Project Manager Consultant” or “PMC” means the Person appointed as such to act as the manager of the relevant Project and is authorized to act on behalf of the Company in all day-to-day activities including the management, supervision, progress monitoring and certification of all invoices for the entire Project. The PMC shall be the single point of contact for taking clearances and making decisions in consultation with the Company’s Authorised Representative or Other Consultants.

“Company’s Intellectual Property” means all Intellectual Property Rights owned by or licensed to Company, including all Foreground Intellectual Property Rights and any of ‘Company’s Background Intellectual Property Rights used in the design, production, manufacturing, execution, performance and completion of the Works.

“Party” refers to either the Company or the Seller, as the case may be, and both the Company and the Seller are collectively referred to as the “Parties”.

“Company” means the entity engaging the Contractor as mentioned in the Work Order.

“Site” means the location where the Works are to be executed by the Contractor.

“Contractor’s Intellectual Property” means all Intellectual Property Rights owned by or licensed to Contractor, including any of Contractor’s Background Intellectual Property Rights used in the design, production, manufacturing, execution, performance and completion of the Works.

“Virtual Completion” means completion of all Works, clearing the Site, handing over and de-mobilization of all equipment and enabling works all to satisfaction of PMC/Company.

“Works” means the rendering, performance and/or delivery of all of the Materials and/or services collectively to be rendered, performed and/or delivered by the CONTRACTOR for the purposes of the Project, and as set out in the WO which may include, but shall not be limited to, design, development, manufacture, supply, carriage or transportation, delivery, assembly, construction, fabrication, installation, modification, commissioning and/or complete testing to the satisfaction of the Company and as per the instructions of the Company and in compliance with the Applicable Laws, Approvals and the Good Industry Practices.

“Work Order” or “WO” means the work order issued by the Company to the Contractor setting out the Works and/or any other terms and conditions in relation to the Works to be undertaken by the Contractor and other details in relation to the .

b. Interpretation

For the purposes of this GCC, unless expressly stated otherwise:

- (i) singular includes plural, and vice versa;
- (ii) words denoting individuals or Persons include corporations and other legal entities, and vice versa;
- (iii) headings are for convenience only and do not affect interpretation;
- (iv) references to an agreement or document are to that agreement or document (and, where applicable, any of its provisions) as amended, assigned, novated, supplemented or replaced from time to time;
- (v) references to a Party is a reference to the Company or the Contractor, as the context may require, and Parties refer to both the Company and the Contractor collectively;
- (vi) a reference to Applicable Laws includes a reference to any legislation, judgment, rule of common law or equity or rule of any applicable stock exchange, is a reference to that law as amended, consolidated, supplemented or replaced and includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law;
- (vii) the word “including” means “including without limitation” and “include”, “includes” and “in particular” must be construed similarly;
- (viii) a reference to an exhibit, schedule, attachment, annexure is a reference to an exhibit, schedule, attachment or annexure to this GCC, and a reference to this GCC includes an exhibit, annexure, attachment or schedule;
- (ix) a reference to a third person or a third party is a reference to a Person who is not a party to this GCC or the WO;

- (x) no rule of construction applies to the disadvantage of one Party on the basis that the Party put forward or drafted this GCC, the WO or any provision in it;
- (xi) the recitals form an integral and essential part of this this GCC and the WO. All annexures attached to this GCC are incorporated herein and constitute an integral and essential part hereof as if written in this GCC;
- (xii) a reference to a Clause or section is a reference to a Clause or section of this GCC;
- (xiii) all measurements and calculations shall be in metric (SI) system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down;
- (xiv) any reference to "day" means a reference to a calendar day;
- (xv) any reference to month means a reference to a calendar month;
- (xvi) if a period of time is specified from a given day or from the day of an act of event, it is to be calculated exclusive of that day;
- (xvii) definitions within Clauses have the meaning ascribed thereto;
- (xviii) terms such as "hereof", "herein", "hereto", "hereinafter", "hereunder", and other terms of like import are not limited in applicability to the specific provision within which such references are set forth but instead refer to this GCC taken as a whole;
- (xix) the expression "writing" or "written" shall include communications by email, telex, telegram, facsimile (fax), registered post, hand delivery and letter; and
- (xx) Priority of agreements and errors/discrepancies:

Subject always to Clause 22, the WO, this GCC, and all other agreements and documents forming part of the transaction between the Company and the Contractor or referred to in this GCC are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this GCC, the priority of this GCC and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- A. the WO and all enclosures thereto;
- B. the GCC;
- C. the Annexures to the GCC;
- D. all other agreements and documents forming part hereof or referred to herein.

In case of conflict, ambiguities or discrepancies within this GCC, the following shall apply:

- A. between two or more Clauses of this GCC, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

- B. between the Clauses of this GCC and Applicable Law, the provisions under Applicable Law shall prevail unless the Applicable Law allows for Parties to agree otherwise;
- C. between the Clauses of this GCC and the annexures, the Clauses of the GCC shall prevail;
- D. between any two annexures, the annexure relevant to the issue shall prevail;
- E. between any value written in numerals and that in words, the latter (i.e. in words) shall prevail.

28. LIST OF ANNEXURES

[•]

Annexure A
Format of Letter for details of Notices

[•ON THE LETTER HEAD OF THE CONTRACTOR•]

Date:

Reference No.:

To,

[•insert name of QMT
LIFESTYLE AND TECHNOLOGY
SERVICES NOIDA AIRPORT
entity•], [insert address]

For the attention of: [•]

Subject: Notice Details of [•insert name of Contractor•] in relation to the Work Order dated [•]

Dear [•],

We are hereby sharing our notice details for receiving any notices in relation to the work order dated [•] issued by [•insert name of QMT LIFESTYLE AND TECHNOLOGY SERVICES NOIDA AIRPORT entity•] (the “Company”) in relation to [•insert details of Works•] (“Work Order”) or the General Terms and Conditions of such Work Order (“T&C(s)"). Any notice or other information required under or in connection with the Work Order or the T&Cs to be given by the Company to us, shall be in writing and given by hand, courier, email or comparable means of communication, to us at:

[•insert name of Contractor•]

For attention of: [•insert name and designation•]

Address: [•insert address •]

Email: [•insert email•]

Any notice or other information given by courier shall be deemed to have been given on signature of a delivery receipt or on the fifth (5th) day after the envelope containing the same was so sent by courier, and proof that the envelope containing any such notice or information was properly addressed and sent by courier and that it has not been so returned to the sender. Any notice or other information sent by e-mail or any other comparable means of communication (with confirmation of transmission) shall be deemed to have been duly given on the next business day after transmission.

We understand and acknowledge that this letter is an integral and inseparable component of the aforementioned Work Order and T&Cs agreed to by the Contractor. Consequently, the provisions of the Work Order and T&Cs shall apply mutatis mutandis to this letter.

Yours s _____

Digital acknowledgment of vendor on Po copy with the terms taken on Portal

Annexure B
Format of Bank Guarantee
Part I - Format of Retention Bank Guarantee

[•]

Annexure C
Service Quality Standards

I. Development Standards and Requirements

1 Indian Standard Codes

Confirm to the relevant code for the specific aspect of development. The Indian Standard Codes are a comprehensive range of Standards and practices as per Bureau of Indian Standards, to be adopted in all aspects of design and construction in India.

2 Statutory Agency Requirements

Meet all requirements of the statutory agencies, including Ministry of Environment & Forests, Pollution Control Board.

3 Applicable Laws:

Adhere to all conditions, regulations, measures and all requirements of whatever kind imposed by local bye-laws and other applicable Central, State and Local Government laws.

II. Operations and maintenance standards and requirements

Ensure that the appropriate category of rescue and fire fighting services shall be made available and maintained in accordance with the relevant law

III. Miscellaneous Compliances

The following miscellaneous terms and conditions are also to be adhered to by the Contractor:

- (1) The Contractor shall not use naked light of any kind in the Premises.
- (2) The Contractor shall provide construction methodology statement and detailed schedule within 3 days upon receipt of this work order and GFC drawing package.
- (3) The Contractor shall maintain all the test certificates for all the items entering the site and prior approval needs to be taken from NOIDA AIRPORT AUTHORITY and Company representative for all the items to be procured.
- (4) The Contractor shall maintain detail log register for all the workers, material, tools and tackles.

- (5) The Contractors shall take all the necessary steps to obtain airport passes and any expenses arising out for obtaining passes need to be borne by the contractor. Company representative shall however assist in obtaining passes.
- (6) Cable should not be laid on the false ceiling or on the partition wall. Cables, where required, should be laid only on metal cable trays. The Contractor shall use fire retardant power cables.
- (7) Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
- (8) Main switch board, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
- (9) Overloading of the circuit is prohibited and no temporary connection should be made.
- (10) Combustible material should not be stored under/ close to the electric switch board/ distribution board/ meters and approach to electrical board should be kept clear.
- (11) Debris etc. shall be immediately cleaned and taken away.
- (12) Existing False ceiling should not be damaged and wherever damaged shall be restored immediately.
- (13) Caution board / lights to be provided at site during working period.
- (14) Adequate precaution for fire fighting to be taken and existing fire fighting system not to be disturbed

Annexure D

Activities to be undertaken by the Contractor

- 1 Contractor shall ensure that a detailed Work Schedule is prepared and submitted by it to the Company for approval. Upon approving the same, the Contractor shall strictly adhere to the same at all times until the completion of the Project.
- 2 Contractor agrees to communicate the Company on a weekly basis the update with regards to the work completed at the Project site. The same shall be accompanied with photographs of the work completed. The said weekly submission shall be in terms of the approved Work Schedule without any deviation.
- 3 Contractor shall ensure that it appoints a Project Manager who shall be responsible for the said Project. Moreover, for each of the specialized job work including but not limited to electrical works, plumbing, civil work, carpentry, etc, the Contractor shall engage a Supervisor for each of the said specialized areas.

- 4 The contractors Health, safety & Environmental policy statement from will be rigorously enforced by the site Management Team. All operatives undertaking are to be familiar with said policy statements and associated documents/ processes and are to strictly follow them.
- 5 Appointment of project supervisor for Carpentry & Civil works from your company's side will be only after necessary concern from QMT LIFESTYLE AND TECHNOLOGY SERVICES NOIDA AIRPORT Projects.
- 6 Contractor shall not use the project site, its nearby surrounding premises or its equipment for labour stay, cooking food, cleaning utensils, washing & drying clothes, toileting etc.
- 7 Contractor shall ensure that utmost care will be taken by his staff to keep the project premises and its surrounding clean and hygienic, safe and secure.
- 8 All the COVID 19 guidelines to be followed at site rigorously.

Annexure E Safety Compliance

1. Safety Compliance

1.1 General Safety: The Contractor agrees to comply with all applicable safety laws, regulations, and industry standards to ensure a safe working environment at the project site. This includes but is not limited to, the Occupational Safety and Health Administration (OSHA) regulations, local building codes, and any other safety standards relevant to the project.

1.2. Site Safety Plan: The Contractor shall develop and implement a comprehensive site safety plan that outlines safety procedures, emergency response protocols, and measures to prevent accidents and injuries. The Client shall review and approve this plan before work commences.

1.3. Safety Training: The Contractor shall ensure that all personnel engaged in the Work are adequately trained in safety procedures, the proper use of safety equipment, and hazard recognition. The Contractor shall maintain records of this training.

2. Safety Responsibilities

2.1. Client Responsibilities: The Client agrees to cooperate with the Contractor in matters related to safety. This includes providing access to the project site, ensuring the site is clear of hazards not related to the construction, and promptly addressing any safety concerns brought to their attention by the Contractor.

2.2. Incident Reporting: In the event of any accident, injury, or near miss on the project site, the Contractor shall immediately report it to the Client and relevant authorities as required by law. The Contractor shall also cooperate fully in any investigation related to such incidents.

3. Safety Inspections

3.1. Regular Inspections: The Contractor shall conduct regular safety inspections of the project site to identify and address potential hazards. The Client may also request safety inspections at any time.

3.2. Corrective Action: If any safety issues are identified during inspections, the Contractor shall take immediate corrective action to address them and prevent further risks.

4. Indemnification

4.1. Indemnification: The Contractor agrees to indemnify and hold the Client harmless from any liability, claims, damages, losses, or expenses arising out of or in connection with any breach of safety obligations by the Contractor or its personnel.

7. Termination for Safety Violations

5.1. Termination: If the Contractor fails to comply with safety requirements outlined in this GCC, the Client reserves the right to terminate the WO and this GCC immediately without any further liability.

6. Insurance

6.1. Insurance: The Contractor shall maintain appropriate liability insurance, including but not limited to workers' compensation and general liability insurance, to cover any injuries or damages resulting from the Work.

7. Emergency Procedures

7.1. Emergency Procedures: The Contractor shall establish clear emergency procedures and evacuation plans and communicate them to all personnel working on the project site. The Client shall be informed of these procedures.

Including a safety clause like the one above demonstrates a commitment to safety and helps ensure that safety practices are an integral part of the project. However, it's crucial to consult with legal counsel to ensure that the safety clause is compliant with local laws and regulations and adequately addresses the specific safety needs of your project.

Annexure F Emergency Procedure

1. Emergency Contact Information

1.1. Emergency Services: In the event of a medical emergency, fire, natural disaster, or other critical incident, the Contractor shall immediately contact the appropriate emergency services (e.g., 911) to request assistance.

1.2. Client Contact: The Contractor shall also promptly inform the Client of the emergency situation and provide details on the nature and extent of the emergency.

2. Evacuation and Safety Measures

2.1. Immediate Action: In the case of an emergency requiring evacuation, the Contractor shall take immediate steps to ensure the safety of all individuals at the project site. This includes guiding personnel to safe assembly points and providing first aid, if necessary, within the scope of the Contractor's capabilities.

2.2. Communication: The Contractor shall maintain a means of communication (e.g., two-way radios or mobile phones) to coordinate emergency response and communicate with emergency services.

3. Notification of Authorities

3.1. Regulatory Agencies: The Contractor shall notify any relevant regulatory agencies or authorities as required by local laws and regulations in the event of an emergency or incident that may have legal implications.

4. Documentation

4.1. Incident Reporting: The Contractor shall document the details of any emergency, including the date, time, nature of the incident, individuals involved, and actions taken. This documentation may be requested by the Client and may also be required for insurance or legal purposes.

5. Review and Training

5.1. Periodic Review: The Contractor and the Client shall periodically review the emergency procedures to ensure their effectiveness and make necessary updates as needed.

5.2. Training: The Contractor shall ensure that all personnel working on the project site are trained in the emergency procedures and understand their roles and responsibilities during emergencies.

6. Indemnification

6.1. Indemnification: The Contractor agrees to indemnify and hold the Client harmless from any liability, claims, damages, losses, or expenses arising out of or in connection with the Contractor's failure to comply with emergency procedures or responsibilities outlined in this GCC.

This clause establishes a clear framework for responding to emergencies, ensuring the safety of individuals, and complying with legal requirements. It's crucial to consult with legal counsel to tailor this clause to the specific needs and risks of your project, taking into account local laws and regulations related to emergency procedures and safety. Additionally, both parties should understand and agree to these procedures before signing the contract.

Annexure G Child Labor Policy

1. Introduction

Your Organization is committed to upholding ethical labor practices and ensuring the welfare of all individuals involved in our projects. This includes a firm stance against child labor. We expect all contractors, subcontractors,

and suppliers to adhere to the principles outlined in this Child Labor Policy.

2. Definitions

Child: A person under the age of 18 years.

Child Labor: Any work or employment that deprives children of their childhood, interferes with their ability to attend regular schools, and is mentally, physically, socially, or morally harmful.

3. Compliance with Applicable Laws

All contractors and subcontractors engaged in work related to projects awarded by [Your Organization's Name] must comply with all relevant local, national, and international laws and regulations regarding child labor. This includes but is not limited to:

Compliance with International Labour Organization (ILO) Convention No. 182 concerning the Worst Forms of Child Labour and ILO Convention No. 138 on the Minimum Age for Admission to Employment.

Adherence to applicable child labor laws and regulations of the host country.

4. Prohibition of Child Labor

Contractors shall not employ children under the age of 18 for any work related to projects awarded by [Your Organization's Name]. This prohibition includes, but is not limited to, direct employment, apprenticeships, internships, or any other form of work arrangement.

5. Due Diligence

Contractors are responsible for conducting due diligence to ensure that child labor is not used at any level of the supply chain associated with the project. This may include:

Verifying the age of workers through appropriate documentation.

Periodic audits of the supply chain to detect and prevent child labor.

Implementing mechanisms to report and address any instances of suspected child labor promptly.

6. Reporting

Contractors must report any suspected or confirmed cases of child labor to [Your Organization's Name] immediately. The contractor shall cooperate fully with any investigation related to such cases.

7. Consequences of Non-Compliance

Failure to comply with this Child Labor Policy may result in the termination of the contract and potential legal action. [Your Organization's Name] reserves the right to take appropriate action against any contractor found in violation of this policy.

8. Certification of Compliance

Contractors may be required to provide a certification of compliance with this Child Labor Policy as part of the tender submission process.

By submitting a tender for our projects, contractors acknowledge and agree to adhere to this Child Labor Policy and to take all necessary measures to ensure compliance throughout the project's duration.

Including a child labor policy in your tender document demonstrates your organization's commitment to ethical labor practices and social responsibility. It also sets clear expectations for contractors and subcontractors regarding child labor prevention. Ensure that contractors understand and agree to comply with this policy before awarding them a tender. Additionally, consult with legal experts to ensure that the policy complies with relevant laws and regulations.

Safe Work Guidelines

Safety is of primary importance to us in our profession. To be forewarned is forearmed. By paying close attention to the below mentioned safety guidelines you will be contributing in warding off any damage and injuries.

GEARING UP FOR SAFETY

- * Always wear appropriate clothing and shoes respective to your job

- * Wear Non Skid Foot Gear – Hard shoes

- * A hard hat will protect you if there is a risk of falling objects

- * Wear Gloves if you are handling sharp objects/tools

- * Wear Goggles if work poses hazard to your eyes

- * Wear Safety Harness – when working at an elevated location

- * Ensure Work Site is kept Clean

- * Fire Extinguishers must be available and readily attainable

- * First Aid Kits must be available and readily attainable

- * Report any Unsafe Condition to your Supervisor immediately

You are hereby advised to strictly adhere to referred safety guidelines while at work. In addition, ensure all workers follow airport security procedures at all times.

Annexure H

ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY OF THE COMPANY

1. The Company demand quality goods/products and service at all times, and also expects the business partners to ensure that those goods/products are produced ethically and sustainably. The Company understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity.

2. This Code of Conduct therefore outlines the minimum requirements placed on the Company's business partners concerning their responsibilities towards their stakeholders and the environment. Company defines their stakeholders as their employees, and also any employees of their sub-contractors. Company reserves the right to reasonably change the requirements of this Code of Conduct as necessary to keep up with relevant legislation and to reflect our sustainability targets and ambitions.

3. Key Principles

(i) Workforce rights

The people working for the Company's business partners are to be treated with respect, and their health, safety and basic human rights must be protected and promoted. Each business partner must strive to comply with the Ethical Trading Initiative base code (detailed below), which the Company has adopted as our international standard, and with all relevant local and national laws and regulations

(ii) Modern slavery

The Company does not tolerate any form of slavery, forced labour or human trafficking within or business or our supply chain. We expect our business partners to have satisfactory processes for managing the risks associated with modern slavery within their business. All business partners are required to inform the Company immediately should they become aware of any actual or suspected slavery, forced labour or human trafficking in their business transaction or supply chain in respect of any goods/products, services or component parts supplied to or services provided to the Company.

(iii) Environmental standards

The Company's business partners must act in accordance with the applicable statutory and international standards regarding environmental protection. The Company also encourage our business partners to:

- Monitor, measure and minimize environmental pollution and work to improve environmental performance where possible;
- Use manufacturing processes that:
 - are energy and resource efficient
 - contain minimal use of virgin or rare materials
 - maximise use of post-consumer materials where possible
 - are non-polluting
 - recycle materials where appropriate

Report on these impacts and activities

- (iv) Sub contracting business partners who use subcontractors are responsible to ensure that any subcontractors are aware of the standards set out in this Code of Conduct or have an equivalent policy in place.
- (v) Auditing and continual improvement

To ensure adherence and continual improvement against this agreement, the Company reserves the right to visit and assess our business partners' operations when it is deemed appropriate. The Company expects our business partner to support this process fully and also to encourage their own business partners to work to these principles. This policy will be reviewed by the Board on an annual basis.

THE ETHICAL TRADING INITIATIVE BASE CODE

4. EMPLOYMENT IS FREELY CHOSEN

- (i) There is no forced, bonded or involuntary prison labour.
- (ii) Workers are not required to lodge 'deposits' or their identity papers with their employer and are free to leave their employer after reasonable notice.

5. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- (i) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- (ii) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- (iii) Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- (iv) Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

6. WORKING CONDITIONS ARE SAFE AND HYGIENIC

- (i) A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- (ii) Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- (iii) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- (iv) Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- (v) The company observing the code shall assign responsibility for health and safety to a senior management representative.

7. CHILD LABOUR SHALL NOT BE USED

- (i) There shall be no new recruitment of child labour.
- (ii) Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- (iii) Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- (iv) These policies and procedures shall conform to the provisions of the relevant ILO standards.

8. LIVING WAGES ARE PAID

- (i) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- (ii) All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- (iii) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

9. WORKING HOURS ARE NOT EXCESSIVE

- (i) Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.

(ii) In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

10. NO DISCRIMINATION IS PRACTISED

(i) There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

11. REGULAR EMPLOYMENT IS PROVIDED

(i) To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

(ii) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

12. NO HARSH OR INHUMANE TREATMENT IS ALLOWED

(i) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject to apply that provision which affords the greater protection.

APPENDIX: Definitions

Child: Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

Young Person: Any worker over the age of a child as defined above and under the age of 18.

Child Labour: Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.