

**1. Scope**

1.1. This Purchase Order shall constitute the contract ("order").

1.2. No verbal agreements amending the terms of this order are valid unless both the Purchaser and the Supplier duly confirm them in writing.

**2. Packing**

2.1. Goods processed and supplied against this order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport by road/rail/air/water to the specified destination. In case of dangerous goods, the Supplier shall submit details of packing and transportation plan to Purchaser for confirmation prior to shipment.

**3. Price**

3.1. The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by the Purchaser and shall be inclusive of packing and free delivery at Purchaser's warehouse/godown/works or any place specified in the order.

3.2. For deliveries involving installation, commissioning or services the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Purchaser at the designated place of receipt.

3.3. Transfer of title shall be upon delivery or payment of the undisputed dues towards the said goods by the Customer, whichever is earlier.

3.4. For pricing ex works or ex warehouse of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Purchaser has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, the Purchaser may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.

**4. Delivery**

4.1. Delivery time is the essence of this order and must be strictly adhered to. If the Supplier fails to deliver the goods in time, the Purchaser may, at its sole discretion:

(a) treat the order as cancelled at any time and recover any loss or damage from the Supplier;

(b) purchase the goods ordered or any part thereof from other sources on the Supplier's account, in which case, the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.

(c) without prejudice to above provision Purchaser may accept late delivery, subject to a deduction in payment of 1% of the total order price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 10% of the order price.

4.2. For the purpose of establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

**5. Order and Confirmation of Order**

**5.1.** The Purchaser may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt. If the terms of the confirmation vary from the terms of the order, the Purchaser is only bound thereby if it agrees to such variation in writing.

**5.2.** Any amendments or additions or alterations to the order shall only be effective if the Purchaser confirms such in writing.

**6. Force Majeure**

**6.1.** Neither Party shall be liable to the other Party for any delay and/or non-performance of its obligations and any costs, expenses, claims or demands related thereto under this Agreement if such delay and/or non-performance has happened due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes, civil commotion, riots, violence, acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the affected Party and that has a material adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that could not have been foreseen by the Parties; provided, however, that such material adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of diligence and reasonable care.

**6.2.** Such occurrences shall be informed in writing by the Supplier to the Purchaser no later than 7 (seven) days from the date of its occurrence.

**7. Examination/Rejection of Goods**

**7.1.** All materials duly processed and supplied against the order should conform to latest Indian Standards, it should be new, of merchantable quality, fit for their intended purpose and should be in line with "Quality Assurance Plan", if any, which has to be approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser, either at the Supplier's premises and/or at the place of delivery indicated by the Purchaser.

**7.2.** The Purchaser reserves the rights to inspect the material at any stage during manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification or not fit for their intended purpose without invalidating the remainder of the order, if so desired by the Purchaser. All rejected material shall be removed by the Supplier at its own costs within 15 days from the date of rejection note / intimation / Challan posted by the Purchaser to the Supplier. In case of any failure due to any reasons to remove the goods/material the Purchaser shall have all rights to remove the defective materials/goods from the Purchaser's/its customer's premises and discard it.

**7.3.** The Purchaser under no circumstances will be liable or held accountable for any damage, loss, deterioration of the rejected materials/goods for discarding the material/goods, or for any value for it. The Purchaser shall also be entitled to charge an amount of 5% (of the value of rejected materials) per every week of the delay towards storage charges.

**8. Product Warranty**

**8.1.** The said good/services processed and delivered by the Supplier shall be made out of good quality bought out components/materials, should match the specifications prescribed by the Purchaser and it should have standard/excellent workmanship and fit for their intended purpose.

**8.2.** The said goods/services delivered by the Supplier shall be identical to the sample specification given by the Supplier.

**8.3.** Where the said goods/services delivered by the Supplier to the Purchaser is according to sample as well as certain specification/description, if any, the said goods/services actually processed and delivered, shall match not only with the said sample, but also with the said specification/description.

**8.4.** If deficiency is identified before or during the transfer of risk or during the Guarantee Period set out in Clause 8, the Supplier must at its own expense and at the discretion of the Purchaser either repair the deficiency or provide re-performance of the Services or replacement of delivery. This provision also applies to delivery subject to inspection by sample test. The discretion of the Purchaser shall be exercised fairly and reasonably.

**8.5.** Should the Supplier fail to rectify (i. e. repair or replacement) any deficiency within a reasonable time period set by the Purchaser, the Purchaser is entitled to: cancel the order in whole or in part without being subject to any liability for damages; or demand a reduction in price; and/ or undertake itself any repair at the expense of the Supplier or re-performance of services or replacement of deliveries or arrange for such to be done; and claim damages in lieu of performance.

**8.6.** The Supplier shall be bound to repair/replace free of cost any materials/goods/assets/services processed and supplied by him, which become defective due to faulty design, material or workmanship or any other reason within 18 months from the date of completion of final installation & commissioning or 24 months from the date of delivery whichever is earlier. In all such cases the to and fro freight and insurance charges will be to the Supplier's account. If the Supplier provides subsequent performance or repairs, the warranty periods set out in herein shall begin to run once again from the date of repair or replacement of the defective goods or services.

**8.7.** The rights according to section 8.5 may be exercised without further deadline if the Customer has a strong particular interest in immediate rectification in order to avoid any liability of its own for delay or for other reasons of urgency and it is not reasonable for the Customer to request the Supplier to rectify the deficiency within a reasonable time period.

**8.8.** Notwithstanding the transfer of risk regarding delivery, the Supplier shall bear the costs and risk related to the rectification (e. g. return costs, costs of transport, costs of de- and re-installation)

## **9. Bills/Challan**

**9.1.** The bills for supplies must be submitted in triplicate duly bearing the Supplier's sale tax registration numbers, supported with the required forms as specified in the order and showing the description of material, quantity, Purchase Order no. Supplier code number, challan no. and date, GRN number with date, Excise duty gate pass number with date, and value wherever applicable.

**9.2.** The bill must be accompanied by the Supplier's challan duty receipted by the Purchaser/consignee. Challan accompanying the goods/services should indicate the Purchase Order no. and date, gate pass number, date and value etc. wherever applicable.

## **10. Excess Supply**

**10.1.** The specific quantity ordered shall not be changed without the Purchaser's written consent. Any loss or damage which the Purchaser may suffer on account of excess/short supply, if any will be to the Supplier's account in full.

**10.2.** Quantum of allowable excess/short supplies shall be agreed in the order.

**10.3.** However, the Purchaser reserves the right to vary the quantity up to +/-15% of the ordered quantity, without any price implication.

**11. Payment**

**11.1.** Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per the terms stated in the order. Payment falls due after the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt of bills, whichever is later. Bills should be submitted within 4 days from the date of delivery. The Purchaser shall at all point of time have all rights to deduct from any unpaid bills, debit notes falling due in case any goods/services are rejected online and/or any claims for deductions are raised on the Supplier.

**11.2.** Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance.

**12. Ownership**

**12.1.** Save as otherwise provided in this order, no right, title or interest shall be passed on to the Supplier by virtue of these presents, in the products/raw materials machines/tools/drawings etc., furnished by the Purchaser to the Supplier, for rendering the processing services. The Supplier shall, at no time, contest or challenge our said and exclusive rights, title and interest in the said products/raw materials/ machines/tools/drawings etc.

**12.2.** The machines/tools/raw material etc. provided by the Purchaser to the Supplier shall remain in Supplier's custody as a bailee and the Supplier shall forthwith return the said products/raw materials/machines/tools to the Purchaser on being so called upon by the Purchaser. On being unable to fulfil the contractual obligations envisaged herein, the Supplier shall not dispute the monetary value of the machines/tools/raw material etc. decided by the Purchaser ;and the Supplier hereby undertake unconditionally and irrevocably on demand without demur to pay the same to the Purchaser. The total amount determined by the Purchaser for the material lying with the Supplier shall be admitted by the Supplier as the dues payable by the Supplier to the Purchaser in terms of money

**13. Encumbrance**

**13.1.** The Supplier shall not sell, assign, sub-let, pledge, hypothecate or otherwise encumber or suffer a lien upon or against the said product/raw materials/machines tools/drawings etc. and the Supplier shall undertake to abide by the same.

**14. Intellectual Property Rights and other Rights**

**14.1.** Save as otherwise provided in this order, no right, title or interest (including intellectual property rights such as patents, utility model, trademarks, designs, trade dress, copyright, domain name, etc.) shall be passed on to the Supplier by virtue of these presents, in the products/raw materials machines/tools/drawings etc., furnished by the Purchaser to the Supplier, for rendering the processing services. The Supplier shall, at no time, contest or challenge our said and exclusive rights, title and interest in the said products/raw materials/ machines/tools/drawings etc.

**14.2.** All rights (including the intellectual property rights such as patents, utility model, trademarks, designs, trade dress, copyright, domain name, etc) belonging to the Purchaser in relation to the processed goods/products shall remain the property of Purchaser and at no time during the currency of this order or after the termination thereof, the Supplier shall be entitled to claim any rights to or interest in any such Intellectual Property rights or other rights belonging to the Purchaser.

**14.3.** The Supplier shall assign to the Purchaser all rights to use and exploit (make, sell or offer for sale), as the Purchaser sees fit, any intellectual property rights (e.g., patents, designs) belonging to the Supplier or its affiliates, if any, in relation to the processed goods/products supplied by the Supplier against this order.

**14.4.** It is essential that the products are delivered free of any third-party intellectual property rights. Thus, the Supplier is under a duty to assess risk from third party Intellectual Property rights and implement precautionary measures to minimize such risk. The Supplier shall inform the Customer of any possible conflicting third party intellectual property rights at the time of delivery of the products along with assessment reports. Any breach of such duty is subject to the normal statutory limitation period.

**14.5.** The Supplier shall indemnify and keep the Purchaser, its Director, Employee and respective customers indemnified against all losses or damages arising from any infringement of any patent in respect of any goods processed and supplied by the Supplier against this order. In addition, all litigation costs, if any, suffered by the Purchaser from any patent suit shall be reimbursed to the Purchaser by the Supplier forthwith.

**14.6** In addition to the rights granted in section 14.1 to 14.5 above, the Customer, Affiliates and distributors are authorized to allow end customers to transfer the respective licenses.

**14.7** All sublicenses granted by the Customer must contain appropriate protection for the intellectual property rights of the Supplier in the Software. All sublicenses must contain any contractual provisions used by the Customer to protect its own intellectual property rights.

**14.8** The Supplier shall inform the Customer - at the latest at the time the order is confirmed - whether the products and services to be delivered contain open source components.

In the context of this provision "open source components" means any software, hardware or other information that is provided royalty-free by the respective licensor to any user on the basis of a license with the right to modify and/or to distribute (e.g. GNU General Public License (GPL), the GNU Lesser GPL (LGPL), or the MIT License). Should the products and services delivered by the Supplier contain open source components, the Supplier shall comply with all applicable open source license terms and shall grant all those rights to the Customer and provide all information which the Customer needs in order to comply himself with the applicable license terms. In particular, the Supplier must deliver to the Customer promptly after the order is confirmed the following:

- A schedule of all open source components used, indicating the relevant license, its version and including a copy of the complete text of such license and including a reference to copyright and/or author-ship. Such schedule must have an understandable structure and contain a table of contents.
- The complete source code of the relevant opensource software, including scripts and information regarding its generating environment insofar as the applicable open source conditions require this.

**14.9** The Supplier shall by the time of order confirmation at the latest inform the Customer in writing whether any open source licenses used by the Supplier might be subject to a Copyleft Effect which could affect the products of the Customer. In the context of this provision, "Copyleft Effect" means that the provisions of the open source license require that certain of the Supplier's products, as well as any products derived from such products, may only be redistributed in accordance with the terms of the open source license, e.g. only if the source code is disclosed. In case any open-source licenses used by the Supplier are subject to a "Copyleft Effect" as defined above, then the Customer is entitled to cancel the order within two weeks of receipt of this information.

## **15. Secrecy**

**15.1.** If for the contractual work/goods/services the Purchaser furnishes the Supplier with any drawings, dies, discs, documents etc. or these are made by the Supplier himself, the same shall be kept strictly confidential by the Supplier and shall be used by it only for the contractual work.

**15.2.** On demand by the Purchaser at any time or on completion of the contractual work, the Purchaser's drawings, dies etc. shall be returned forthwith by the Supplier to the Purchaser. The Supplier shall under no circumstances, allow the drawings, dies, etc. made for the contractual work to be used by a third

party. The Supplier shall also not make supplies of the articles made with the help of these drawings, dies, etc. to any party other than the Purchaser.

**16. Non- Performance**

**16.1.** The Purchaser reserves the right to cancel this order or any portion thereof if supplies do not conform to the specifications and/or if deliveries are not made as stipulated. The decision of the Purchaser as to whether the supplies conform to the specifications and, or deliveries are made as stipulated, shall be final and binding on the Supplier.

**16.2.** In addition, the Purchaser shall have the right to purchase/avail the goods/services ordered or any part thereof from other sources on the Supplier's account, in which case the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.

**17. Duty to Verify Title/Duty to Inform**

**17.1.** It is essential that the products are delivered free of any third party rights. Thus the Supplier is under a duty to verify title and inform the Purchaser of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

**18. Subcontracting to Third Parties**

**18.1.** Subcontracting/assigning to third parties shall not take place either in whole or in part without the prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel this order in whole or in part and claim damages.

**19. Provided Material**

**19.1.** Material provided by the Purchaser remains the property of the Purchaser and is to be stored, labelled and administered separately at no cost to the Purchaser. Their use is limited to the orders of the Purchaser only. The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

**19.2.** Any processing or transformation of the material shall take place for the Purchaser. The Purchaser shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Purchaser and Supplier hereby agree that the Purchaser shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Purchaser at no extra cost and in so doing exercise the duty of care of a merchant.

**19.3.** Product Conformity, Product Related Environmental Protection including Substance Declaration, Dangerous Goods, Occupational Health and Safety

**19.3.1** Should the Supplier deliver products, to which product-related statutory and legal requirements apply in view of their placing on the market and further marketing in the European Economic Area or to which corresponding requirements apply regarding other countries notified by the Customer to the Supplier, then the Supplier must ensure compliance of the products with these requirements at the time of transfer of risk. Furthermore, the Supplier must ensure that all documents and information which are necessary to provide the proof of conformity of products with the respective requirements can be furnished immediately to the Customer upon request.

**19.3.2** Should the Supplier deliver products, substances of which are set out in the so-called "List of Declarable Substances" ([www.bomcheck.net/suppliers/restricted-and-declarable-substances-list](http://www.bomcheck.net/suppliers/restricted-and-declarable-substances-list)) applicable at the time of the order or which are subject to statutorily imposed substance restrictions

and/or information requirements (e. g. REACH, RoHS), the Supplier shall declare such substances and provide information as requested in the web database BOMcheck (www.BOMcheck.net) no later than the date of first delivery of products. With respect to statutorily imposed substance restrictions the foregoing shall only apply to laws which are applicable at the registered seat of the Supplier or the Customer or at the place of destination named by the Customer.

**19.3.3** Should the delivery contain goods which – according to international regulations – are classified as dangerous goods, the Supplier will inform the Customer hereof in a form agreed upon between the Supplier and the Customer, but in no case later than the date of order confirmation. The requirements concerning dangerous goods in section 4.4 and 4.5 remain unaffected.

**19.3.4** The Supplier is obliged to comply with all legal requirements regarding the health and safety of the personnel employed by the Supplier. It must ensure that the health and safety of its personnel as well as indirect subcontractors employed to perform the deliveries and services is protected.

## **20. Termination**

**20.1.** In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate this order in case of breach of any terms and conditions of this order by the Supplier. However, provided that Supplier's breach is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Purchaser which period shall in any event not exceed 15 days.

**20.2.** The Purchaser shall be entitled to terminate this order by giving 30 days Notice to the Supplier in that behalf, without assigning any reason therefore. All the obligations undertaken prior to such termination shall survive. After receipt of such a notice, the Supplier shall not process the said products and forthwith hand over all the machines/tools/drawings etc. which are in the Supplier's custody, along with the product processed by the Supplier and remaining the Supplier's custody.

**20.3.** The Purchaser may at any time instruct the Supplier to suspend part or all of the supply and/or services of goods. During suspension the Supplier, without any cost to the Purchaser, shall protect, store and secure such part or all of the work or goods against any deterioration, loss or damage or other losses. All work so stopped shall be resumed by the Supplier based on a schedule to be mutually agreed upon between the Purchaser and the Supplier.

**20.4.** It is further agreed between the parties that breach of this order shall, at the option of the Purchase, constitute breach of the other order/s with the Supplier, which will confer a right on the Purchaser to terminate the other order/s also at the risk and cost of the Supplier.

## **21. Right of Entry**

**21.1.** The Purchaser shall have right to enter Supplier place of processing or any other premises where the ordered goods are being processed at any time, with prior intimation. It has also been agreed upon that in the event of failure on Suppliers part to process the said product as per Purchaser's requirement for whatever reasons, the Supplier shall unconditionally allow the Purchaser to enter the premises for getting the unfinished job completed either by the Purchaser or any other party at Suppliers end.

## **22. Other Conditions**

**22.1.** The Supplier shall use the machines/ tools/ drawings/ specifications etc. provided to the Supplier exclusively for processing the Purchaser's products, and the same shall not be used by the Supplier for any other purpose.

**22.2.** Adherence to the various provisions under all the statutory legislations in respect of this Agreement including but not limited to the Legal Metrology Act & Rules shall be complied with by the Supplier.

**22.3.** In the event of any terms and conditions given by the Supplier are at variance with these terms and conditions, then these terms and condition shall prevail. However if there is any valid contract subsisting between the parties then the agreed contractual terms and conditions will supersede the general terms of the PO, in event of any conflict or otherwise.

**23. Dispute Resolution**

**23.1.** All disputes arising out of or in connection with this order, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The parties shall mutually agree and appoint a sole arbitrator. Notwithstanding to what is stated above, if the parties cannot mutually agree on arbitrator within 4(four) weeks from the date of invocation of arbitration, then the Arbitrator shall be appointed in accordance with rule of Arbitration and Conciliation Act 1996. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996, and any modifications thereto and re-enactments thereof. The seat of arbitration shall be Mumbai. The language to be used in arbitration proceedings shall be English.

**23.2.** Each party submits to the jurisdiction of courts of Mumbai for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provision.

**24. Applicable Law**

**24.1.** All sums payable by the Purchaser to the Supplier or by the Supplier to the Purchaser under this order shall be due and payable at the Purchaser's office. This order shall be governed by and construed in accordance with the laws of India.

**25. Inability to Pay/Insolvency of the Supplier**

**25.1.** Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, the Purchaser may terminate the order and/or any purchase orders issued thereunder. In the event of termination, the Purchaser may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

**26. Service Orders**

**26.1.** It is agreed by and between the parties that in the event of the job being a service contract, these Terms and Conditions shall be applicable to the same mutatis mutandis. Service level agreements, if applicable, will be as specifically mentioned in the body of the Purchase Order.

**27. Code of Conduct for Siemens Energy Suppliers, Security in the Supply Chain**

**27.1.** The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor and the Supplier shall comply with the regulations of the Siemens Energy Code of Conduct and address these expectations to its own suppliers along its supply chain. Moreover, the Supplier will take responsibility for the health and safety of its employees and shall fulfill the applicable minimum wage requirements. By acting in accordance with the applicable environmental laws, the Supplier shall take adequate measures to avoid the deployment of so-called conflict minerals and shall create transparency over the origin of raw materials.

The Supplier shall provide a protected grievance mechanism for its own employees to report possible violations of this Code of Conduct and will take reasonable measures to make its suppliers comply with the principles of this Code of Conduct and to verify this on a risk basis. Supplier shall be obliged to duly document its compliance with the Code of Conduct. Customer and its representatives or a third party appointed by the Customer and reasonably acceptable to Supplier shall be entitled (but not obliged) to conduct – also at Supplier's premises – inspections in order to verify Supplier's compliance with the contractual obligations, in particular with the Code of Conduct. Any such inspection may only be conducted in accordance with the applicable data protection law and shall neither unreasonably interfere with Suppliers' business activities nor violate any of Suppliers' confidentiality agreements with third parties. Supplier shall reasonably cooperate in any inspection to be conducted. Supplier shall immediately initiate any remedial actions if it detects any violation of the Code of Conduct by itself or its subcontractors and shall promptly inform Customer of any such violation and the remedial action if and to the extent such breach affects the contract.

**27.2.** The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives based on the WCO SAFE Framework of Standards (e. g. AEO, C-TPAT). The Supplier shall protect the goods and services provided to the Customer or provided to third parties designated by the Customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures

**27.3.** In addition to other rights and remedies the Customer may have, the Customer may terminate the contract in case of breach of the obligations under section 14 by the Supplier. However, provided that the Supplier's breach of contract is capable of remedy, the Customer's right to terminate is subject to the provision that such breach has not been remedied by the Supplier within a reasonable grace period set by the Customer.

## **28. Reservation Clause**

**28.1.** Purchaser's obligation to fulfil this order is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

## **29. Data Privacy**

**29.1.** In the course of Purchaser's dealings with Supplier, Purchaser may collect personal information of the Supplier, its employees, directors and officers.

**29.2.** The Purchaser may disclose and transfer personal information of the Supplier, its employees, directors and officers to regulators and to its customers, suppliers, contractors, employees, service providers and affiliated companies. Supplier, its employees, directors and officers may access and seek correction of personal information held by Purchaser about them upon written request.

**29.3.** The purpose of such data collection, use, disclosure and transfer of such personal information is to enable the Purchaser to comply with the law and to conduct its business including without limitation supply of equipment and services to its customers; processing the purchaser order; making payments; maintaining and analysing its vendor data base; and to perform credit, compliance and other checks.

**29.4.** Supplier consents to the Purchaser collecting, using, disclosing and transferring such personal information as outlined above.

**30. Environment Health and Safety (“EHS”)**

(This clause shall be applicable only to Site Suppliers/Contractors who are supplying the goods and also performing the site services or who are performing the site services only at Purchaser’s site or Purchaser’s customer site, or both)

**30.1. The Supplier shall:**

- (a)** give the highest regard to EHS to avoid any injury to any person and damage to any property;
- (b)** ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
- (c)** strive for continuous improvement of its EHS performance;
- (d)** obtain Purchaser’s Corporate EHS Policy, understand and implement the applicable content of this policy;
- (e)** follow all applicable requirements of Purchaser’s Corporate EHS policy;
- (f)** monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;
- (g)** ensure that it complies with all applicable EHS laws and any EHS requirements of the Purchaser in force from time to time.
- (h)** Ensure that in case Purchaser produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which Purchaser may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the Works commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including personnel, Purchaser’s personnel and visitors.

**30.2. Specific Requirements for sites:**

Without limiting the foregoing, Supplier shall, when working on Purchaser’s or project sites:

- (a)** ensure that hazardous materials, including those it is required to handle, are collected, stored, disposed of or recycled in an environmentally sound manner.
- (b)** appoint competent and experienced persons at the Purchaser’s or its customer’s premises, who are trained for fire fighting, safety in their job and make their training record available to Purchaser immediately upon request and take part in safety discussions regularly arranged by purchaser.
- (c)** establish and maintain a casualty and emergency response plan to deal with unforeseen events, such as but not limited to fire and explosion and carry out periodic drills with the involvement of its relevant employees;
- (d)** Prior to starting work, medical fitness of the workmen is considered. Attend and ensure all of its employees and contractors attend site specific safety inductions and discuss and clarify with the Purchaser, its EHS policy and requirements;
- (e)** ensure that a system of safety work permit is followed and the requirements contained therein are fulfilled;

**(f)** before the start of any task and unless released from this obligation by the Purchaser, the supplier will submit and discuss with Purchaser's official the method statement and Job Safety Analysis (JSA) in the following format:

Sr. No	Steps involved in the job	Hazards	Controls	Siemens Energy Official's Remark
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**(g)** ensure that necessary Personal Protective Equipment ("PPE") is provided and used appropriately including without limitation safety shoes, helmets, eye and hearing protection together with safety equipment;

**(h)** when performing height work, ensure the use of metal scaffold and the provision and use of life line, fall arrestor, full body harness and safety helmet;

**(i)** ensure all PPE complies with Indian (IS) standards and Purchaser's EHS requirements;

**(j)** The supplier shall ensure that the Personnel make use of the personal safety equipment and that such equipment is maintained in good working order at all times.

**(k)** ensure safe access and egress to the site;

**(l)** ensure that traffic rules are followed at all times when its vehicles are on Purchaser's premises;

**(m)** display necessary safety signage and barricades at the workplace and

**(n)** In case of an incident leading to a) the death of any Personnel or b) a severe injury involving more than one day of incapacity of any Personnel or c) more than three workers being brought to hospital, Supplier shall, without undue delay, 1) execute a root cause analysis of the incident, 2) determine appropriate measures to exclude similar incidents in the future, 3) define time periods for the measures to be implemented and 4) provide Purchaser with a written report on the root cause, the measures determined and the time periods defined. Supplier shall also inform the applicable legal authorities. Supplier shall support any additional investigation conducted by the Purchaser.

**(o)** Ensure that all vehicles used for transportation & material handling equipment are fit for use and have valid certifications. Operators of vehicles and machines have valid licenses, are properly trained & experienced.

**(p)** Notwithstanding the above, the Supplier acknowledges that the Purchaser may communicate from time to time certain additional or amended requirements with respect to EHS to be met by the Supplier on project sites. The Supplier agrees to comply with such requirements such that non-compliance shall attract the provisions of clause 30.3 on deductions from the Deposit and the corresponding bonus for zero violations as stated in Clause 30.3.

**30.3. Non-Compliance of EHS**

**(a)** The Supplier acknowledges and agrees that the Purchaser places great importance on EHS and has zero tolerance for any non-compliance with the Purchaser's EHS requirements including without limitation any breach of the requirements of this clause.

**(b)** Within 14 days of the date of order, Supplier agrees to pay vide demand draft or unconditional Bank Guarantee made in favour of the Purchaser an amount of 2.5% of the value of the service order/portion as an EHS Deposit to secure compliance with the EHS requirements set out in this order. In case value of the service order/portion is not defined separately (for cases where there is single order for goods & services) the Purchaser shall decide the amount for service portion of the order to which the 2.5% deposit is applicable. The EHS deposit shall be interest free and refundable only after successful completion of the Guarantee Period, subject to necessary deduction and adjustment shall be done as

per Annexure (i.e. "SAFETY GUIDELINES FOR CONTRACTORS") attached herewith in case of any non compliance of EHS provision under this clause or EHS provisions thereafter notified during the continuance of this order.

**(c)** If the Supplier fails to comply with the Purchaser's EHS requirements as notified or updated from time to time, including breach of this clause, the Purchaser may, at its sole discretion, without prejudice to any other rights of the Purchaser, deduct from this EHS Deposit or any amounts otherwise due/payable to the Supplier under this or any other order/Agreement/Contract for each non-compliance, up to an amount of 2.5% of the value of the service order/portion.

**(d)** The Purchaser may regularly evaluate the EHS performance of the Supplier and at its own discretion reward the Supplier for any month in which there are zero violations of the Purchaser's EHS requirements including without limitation zero:

- i. fatalities
- ii. permanent disablement and
- iii. reportable accidents

by payment to the Supplier of a bonus amount equivalent to 0.5% of the value of the service order/portion on completion of the order.

**(e)** Supplier shall regularly monitor compliance with statutory and contractual EHS provisions by performing safety tours on the site. In due time before a safety tour, Supplier shall invite Purchaser to participate in the tour. In case Supplier discovers non-compliance with EHS provisions, it shall restore compliance without undue delay.

**(f)** Upon Purchaser's request, Supplier shall grant Purchaser access to all documents related to health and safety connected with the Works.

**(g)** The rights of the Purchaser under this clause are in addition to all other rights and remedy of the Purchaser.

**(h)** Without limiting any other rights, the Purchaser may have, the Purchaser may suspend the Supplier immediately or terminate the Agreement for any violation of EHS requirements.

**(i)** Purchaser reserves the right to bar any Personnel from the site for security, health and safety reasons.

### **31. Indemnity**

**31.1** Without limiting any other remedy of the Purchaser, the Supplier shall at its own expense, defend, indemnify and hold harmless the Purchaser its directors, officers, employees, agents and customers from and against any and all loss, cost, expense, damages, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Purchaser resulting from bodily injury, sickness, disease, or death of persons, or damage to property arising out of or in connection with the Supplier's performance of this order including but not limited to:

- (a)** non-compliance with the Purchaser's EHS requirements;
- (b)** negligence or wilful misconduct of the Supplier, its employees, contractors, suppliers or agents;
- (c)** defects in the workmanship, materials or design of the goods supplied, services or work performed by the Supplier;
- (d)** failure to comply with central state or local laws; or

(e) breach of this order.

**31.2** The indemnity in this clause is a continuing indemnity and survives termination or expiration of this order.

**31.3** Without limiting the indemnity contained in this clause, if any of the persons employed or engaged by the Supplier or Purchaser's employees for any action and/or inaction of the Supplier, Supplier persons suffers injury, disablement (full or partial) and fatality or become ill while at the Purchaser's premises or on site and requires medical treatment and/or transportation, the Supplier shall pay and indemnify the Purchaser for all costs and liability suffered or incurred by the Purchaser arising out of or in connection with the provision of or arrangement for such medical treatment and/or transportation.

**32. Export Control and Foreign Trade Data Regulations**

**32.1** The Supplier shall mention the AL (Export List Number) and ECCN (Export Control Classification Number) in their bills, as applicable to each material/goods supplied by them against the order. This is in line with the US and EU Export Control Laws & Regulations.

**32.2** For all Products to be delivered and Services to be provided according to this Agreement Supplier shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations") and shall obtain all necessary export licenses, unless Buyer or any party other than Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

**32.3** Supplier shall advise Buyer in writing as early as possible prior to the Delivery Date of any information and data required by Buyer to comply with all Foreign Trade Regulations for the Products and Services applicable in the countries of export and import as well as re-export in case of resale. In any case Supplier shall provide Buyer for each Product and Service -

(a) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations; and

(b) all applicable export list numbers; and

(c) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and

(d) the country of origin (non-preferential origin); and

(e) upon request of Buyer : Supplier's declaration for preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers)

**33. General**

**33.1.** The clauses as mentioned above shall hold good until and unless any clause is amended or replaced in the body of the order, in which case such amended or replaced clauses shall prevail to the extent of any inconsistency.

**Notice:** Compliance with legal and internal regulations is an integral part of all business processes at Siemens Energy. Possible infringements can be reported to our Helpdesk "Tell us" This is an electronically generated order/PO hence does not require a signature. The order/PO shall be considered as original for all purpose and is duly approved by the authorized signatories whose names are mentioned herein above. Siemens Energy hereby ratifies the action of its authorized signatories.

**34. Change In Law**

**34.1.** Any additional cost or benefit impacting the contract price resulting from a "Change in Law", towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such "Change in Law".

"Change in law" means occurrence of any of the following event after submission of bid and during the performance of the contract,

- (a) The enactment of any new Indian law;
- (b) The repeal, modification or re-enactment of any existing Indian law;
- (c) The commencement of any Indian Law, which has not entered into effect until the date of award of contract;
- (d) A change in the interpretation or application of any Indian law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Bid/Award of contract; or
- (e) Any change in the rates of any of the taxes that have a direct effect on the agreement."

**35. Cybersecurity**

**35.1.** Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Supplier Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

**35.2.** Supplier Operations" means all assets, processes and systems (including information systems), data (including Customer data), personnel, and sites, used or processed by Supplier from time to time in the performance of this Agreement.

**35.3.** Should products or services contain software, firmware, or chipsets:

- (a) Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and repair any vulnerabilities, malicious code, and security incidents in products and services which shall be consistent with good industry practice and standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable);
- (b) Supplier shall continue to support and provide services to repair, update, upgrade and maintain products and services including the provision of patches to Customer remedying vulnerabilities for the reasonable lifetime of the products and services;
- (c) Supplier shall provide to Customer a bill of materials identifying all third-party software components contained in the products. Third-party software shall be up-to-date at the time of delivery to Customer;
- (d) Supplier shall grant to Customer the right, but Customer shall not be obliged, to test or have tested products for malicious code and vulnerabilities at any time, and shall adequately support Customer;
- (e) Supplier shall provide Customer a contact for all information security related issues (available during business hours).

**35.4.** Supplier shall promptly report to Customer all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Supplier Operations, services and products, if and to the extent Customer is or is likely to be materially affected.

**35.5.** Supplier shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.

**35.6.** Upon Customer's request, Supplier shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g., SSAE-16 SOC 2 Type II).

**36. Confidentiality**

**36.1.** Any and all information and data whether marked "Confidential" or not and inclusive but not limited to Unpublished Price Sensitive Information ("UPSI") (means any information relating to the Company or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities and shall, ordinarily include but not restricted to financial results, dividends, change in capital structure, changes in key managerial personnel etc.) if any, irrespective of the medium in which such information or data is embedded i.e. in written form or verbal or tangible or via electronic communication or proprietary and/or non-public made available to the Supplier by Purchaser in connection with this order ("Confidential Information") shall be treated as strictly confidential and shall not disclose, share with anyone. The Supplier shall use said Confidential Information only for the purposes specified in this order. This confidentiality obligation shall not apply to information which is already in the public domain or becomes available to the public not due to the breach of confidentiality by Supplier.

**36.2.** The access of such Confidential Information shall be restricted to the employees who have a need to know it in their scope of employment. In the event, Purchaser has consented to the disclosure of the Confidential Information to a third party, the Supplier shall ensure that such third party undertakes to be bound by the confidentiality obligations imposed on the Supplier by this order and shall indemnify and hold harmless the Purchaser from any damage incurred through the breach of said confidentiality obligation by the third party. The Supplier shall provide information as sought by the Purchaser from time to time pursuant to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and shall provide to the Purchaser such details of sub-contractor/third party in case Purchaser's Confidential Information is shared with them.

**36.3.** On demand by the Purchaser at any time, the Confidential Information shall be returned forthwith by the Supplier to the Purchaser. However, the obligations set forth in this Clause shall survive any termination or expiration of the order.

**Annexure: Safety Guidelines for Contractors**

Sr. No.	Type of Violation	Penalty Amt. (INR)
1	EHS Management – General Points	
1a	Absence of contractors Site In-charge, Safety Officer at site in the safety meeting whenever called by the Purchaser	3000/meeting
1b	Failure to appoint Safety Supervisors at all times as specified	3000/week
1c	Absence of contractors execution supervisor while working at site and at all times for high hazard activities like height work	3000/occasion
1d	Failure to report and follow up accident (including near miss) reporting system	3000/occasion
1e	Working without work permit / clearance	3000/violation
1f	For not using PPE at Site / not following safety instructions	150/person/day

1g	Non display of caution boards, emergency telephone number at work locations	200/day
<b>2</b>	<b>Site Electricity</b>	
2a	ELCB not installed	1000/day
2b	Inserting of bare wires into the socket	1000/day
2c	Temporary cable connections with poor joints	1000/day
2d	Improper earthing of electrical appliances	1000/day
2e	Unauthorized and direct tapping of electricity	1000/day
2f	Positive isolation not ensured when repairing electrical equipment	1000/day
2g	Laying wire/cables on roads	500/day
2h	Electrical work without licensed/competent electrician	500/day
2i	Use of improper tools	500/day
2j	Non use of 24V appliances in confined space	500/day
2k	DBs, panels etc are not iron clad / are not closed tightly	500/day
<b>3</b>	<b>Working at Height</b>	
3a	Not using or anchoring Full Body Harness	1500/day
3b	Absence of fall arrestor (rope grab), life line or anchorage point to anchor safety belt	1000/day
3c	Improper guardrail, toe board, barriers, access ladders, works platforms, safety nets etc.	1000/day
3d	Poor scaffolding (no base plate / no bracing / improper fixing of platforms, damaged components / unstable scaffolding, etc)	1000/day
3e	Working at unprotected edges (staircases, etc)	1000/day
3f	Barricades / covers not provided on open holes / pits	1000/day
3g	Using Bamboo scaffold	3000/day
3h	Improper usage of ladder (less than 1m extension above landing point, not maintaining 1:4 ratio)	1000/day
3i	Aluminum ladder without base rubber bush	500/day
3j	Usage of broken / weak ladders	500/day
3k	Usage of re-bar welded unsafe ladders	500/day
3l	Scaffold not built by experienced person / no scafftag system	1000/day
3m	No inspection of full body harness	500/day
<b>4</b>	<b>Gas Cutting</b>	
4a	Gas Cylinders not stored in upright position.	500/day
4b	Flash back arrester, non-return valve and regulator not present/not in working condition.	1000/day
4c	Fail to store cylinder 6m away from fire prone materials	500/day
4d	Failure to put cylinders in a cylinder trolley.	500/day
4e	Damaged hose.	500/day
4f	Using domestic LPG cylinders	500/day
4g	Failure to use hose clamps	500/day
4h	Fire extinguisher not placed in the vicinity during gas cutting operation	500/day
<b>5</b>	<b>Welding</b>	
5a	Improper grounding and return path.	1000/day

5b	Non-availability of main switch control to switch off power to the welding unit	500/day
5c	Damaged electrode holder	500/day
5d	Damaged welding cable	500/day
5e	Bare openings in the cable.	500/day
5f	Non-availability of separate switch in the transformer	500/day
5g	Usage of reinforcement rod as return conductor	500/day
5h	Fire extinguisher not placed in the vicinity during welding operation	500/day
<b>6</b>	<b>Excavation</b>	
6a	Excavated material not stored at least 650mm	1000/day
6b	Metal ladders and staircases or ramps not provided for safe access to and egress from excavation exceeds 1.5 meter, as the case may be	1000/day
6c	Trench and excavation not protected against falling of person by hard barricading	1000/day
6d	Not shoring the excavation	1000/day
<b>7</b>	<b>Fire Protection</b>	
7a	Smoking and open flames in fire prone area	1000/day
7b	Using more than 24V portable electrical appliances in fire (hazardous zones) prone area	500/day
7c	Absence of fire extinguishers / damaged / empty / extinguishers not maintained	500/day
7d	No proper ventilation in cylinder storage area.	500/day
7e	Fire extinguisher placed in a not easily accessible location	500/day
<b>8</b>	<b>Contractor Vehicles: Traffic Rule Violations</b>	
8a	Unfit / unlicensed drivers or operators	1000/day
8b	Power / hand brakes not in working condition.	1000/day
8c	Over speeding / Rash Driving	1000/day
8d	Use of mobile phone while driving / operation	1000/day
8e	Over loading of vehicles	200/day
8f	Unlicensed vehicles	200/day
8g	Absence of reversing alarm	500/day
8h	Absence of fog light (in winter)	200/day
8i	Not using seat belt	200/day
8j	Non availability of helper for heavy vehicle or construction equipment	200/day
8k	Carrying people in unauthorized vehicles like tractors	200/day
8l	Sleeping / resting below parked vehicles	200/day
<b>9</b>	<b>Lifting Tools &amp; Tackles and Machines</b>	
9a	Use of lifting tackles, machines without competent person certificate at site	1000/day
9b	Unsafe Rigging practices (Eg; overloading of lifting tools and machines, standing below loads, etc)	1000/day
9c	Pulleys, etc not anchored securely	500/day
9d	Guards not provided on rotating / moving parts on surface grinders	1000/day
9e	Improper use of grinders - eg; cutting wheels	1000/day
9f	Signalman without reflective jacket	200/day

<b>10</b>	<b>Occupational Health</b>	
10a	Non availability of first-aid box	1000/day
10b	Alcohol and drug abuse in work site	1000/ instance
10c	Non - availability of Doctor / arrangement with Hospital	1000/day
10d	Fail to conduct Medical examination of workers	1000/day
10e	Workers not having ID card	1000/day
10f	Smoking inside the construction site	200/ instance
10g	Allowing worker to work in environment with excessive noise without PPE	500/day
<b>11</b>	<b>Housekeeping</b>	
11a	Stairways, gangways, passageways blocked	500/occasion
11b	Lumber with protruding nails left exposed	500/occasion
11c	Openings unprotected	500/occasion
11d	Office, stores, toilet / urinals not properly cleaned and maintained.	500/occasion
11e	Required dustbins at appropriate places not provided / not cleaned.	500/occasion
11f	Vehicles / equipment parked / placed on roads obstructing free flow of traffic	500/occasion
11g	Unused surplus cables / steel scraps lying scattered	500/occasion
11h	Wooden scrap, empty wooden cable drums lying scattered	500/occasion
11i	Water stagnation leading to mosquito breeding	500/occasion