

REAL TALENT ENGINEERING PRIVATE LIMITED

GENERAL TERMS AND CONDITIONS OF PURCHASE

These General Terms and Conditions ("**Terms**") shall apply to all purchase orders ("**PO**" or "**Purchase Order**") issued by Real Talent Engineering Private Limited ("**Company**" or "**RTE**") and its group companies for the supply of goods, materials, tooling, and services by vendors, suppliers, or subcontractors ("**Supplier**"). These Terms shall form an integral part of the PO, unless specifically excluded or modified in writing by the Company.

1. Acceptance of PO

1.1. Only POs that are duly signed and issued by the Company on its official PO format shall be valid and binding.

1.2. The Supplier shall confirm acceptance of the PO (in writing), including confirmation of the prices and delivery schedules, within 15 (fifteen) days from the receipt of the PO. If no written confirmation is received and the Supplier proceeds with supplies or services, it shall be deemed as acceptance of the PO and these Terms, by the Supplier. In the event the Supplier fails to provide such written confirmation within the said period, the PO shall be deemed to have been accepted by the Supplier.

2. Delivery and Performance

2.1. The Supplier shall deliver goods and services strictly in accordance with the schedules, quantities, specifications, and quality standards specified by the Company in the PO.

2.2. The Supplier shall provide prior intimation to the Company, notifying about the dispatch of the goods.

2.3. The Company reserves the right to cancel the PO, in whole or in part, or procure goods from an alternative source at the Supplier's cost, in case of delay or failure in timely delivery. The Company may at its discretion waive its right to claim such costs.

2.4. The Company shall not accept supplies made in excess of the PO quantity. Any such excess shall be at the risk and cost of the Supplier.

2.5. Wherever supply is to be made under a delivery schedule, the PO is issued solely for the purpose of confirming the pricing and issue number for the parts to be supplied. The Supplier shall not dispatch any materials unless a firm delivery schedule is released by the Company in writing.

2.6. In order to facilitate planning of the production capacity, the Company may provide a separate annexure detailing the items and quantities applicable to the Supplier.

2.7. Risk and title: The risk and title to the goods, materials, products, components, or deliverables supplied by the Supplier under the POs shall remain solely with the Supplier until delivery is completed at the place of delivery as mentioned in the PO.

2.8. Each Party shall, at its own cost, maintain adequate insurance coverage over all goods, materials, products, designs, and components for which it retains title and

risk, including during storage, handling, transit, or development, until such time as risk and title are duly transferred in accordance with this clause /as indicated in the PO.

3. Documentation

3.1. All invoices and/or delivery challans shall include and without limited to : a) PO number; b) supplier name; c) part number (wherever applicable); d) description, quantity; e) mode of transport; f) place of delivery and all other necessary details as may be required under the laws in force.

3.2. A copy of the invoice and/or delivery challan must accompany every shipment.

3.3. All invoices must comply with applicable tax laws and regulations, including Goods and Services Tax (GST) or customs laws as applicable. If the Supplier fails to file valid Goods and Services Tax Returns (GSTR-1), the Company reserves the right to debit the relevant tax amount along with interest.

3.4. A self-inspection report and test certificates, wherever applicable and/or agreed, must accompany each batch of supply. Failure to submit the required documentation will result in the entire batch being liable for rejection by the Company.

3.5. On a written request by the Company, wherever necessary, the Supplier shall provide a detailed process flow and control plan and ensure it is agreed/approved by the Company. Any deviation from the approved plan must be informed to and approved in advance and in writing by the Company.

3.6. All documentation must comply with ISO 9001:2015/IATF 16949:2016 requirements, wherever applicable.

3.7. All documentation must comply with QMS/ISMS/EMS/OHAS/ENMS/TISAX requirements as applicable.

4. Term and Termination

4.1. Each PO shall be valid from the date of acceptance or deemed acceptance by the Supplier in accordance with Clause 1 of these Terms, until all the goods/services are supplied/fulfilled in accordance with the PO, read with these Terms and to the satisfaction of the Company, unless, modified, or terminated by the Company, upon notifying the Supplier in writing, of such modification or termination. The Company reserves the right to revise or cancel any unexecuted portion of the PO at any time

during its validity period, upon written notice of 15 (fifteen) days to the Supplier, without incurring any liability in this regard.

4.2. The PO may be terminated/determined in any of the following circumstances:

- a) Automatically, upon the goods being supplied in accordance with the relevant PO, these Terms and to the satisfaction of the Company;
- b) Terminated by the Company, by issuance of a minimum of 1 (one) month's advance written notice without assigning any reasons; or
- c) Upon occurrence of breach of these Terms and/or the PO by the Supplier which has not been cured within a period of 30 (thirty) days from receipt of notice of such breach by the Company.

4.3. Upon expiry or termination of this Agreement as provided above, as the case may be:

- a) Within 7 (seven) days following the expiry or termination of this Agreement, the Supplier shall cease and desist from using the tools provided by the Company or developed for the Company in relation to the POs, and either return, destruct or do such other action with such tools and products, as the Company may instruct.
- b) The Company shall stand absolved of all obligations or liabilities from the date of expiry or termination of these Terms.
- c) Confidential information of the Company in the custody of the Supplier shall be handed over to the Company and the Supplier shall have no right to use such confidential information, in any manner whatsoever.
- d) In the event of termination by the Company under Clause 4.2(b) or 4.2(c), if so directed by the Company, the Supplier shall supply to the Company, any products that have already been manufactured or supplied by the Supplier in accordance with Clause 2, provided such products conform to the specifications and delivery terms set out in the relevant PO, and are up to the satisfaction of the Company.

4.4. The parties agree that these Terms are co-terminus with the relevant PO, and shall stand terminated along with the termination of that PO.

5. Quality Assurance

5.1. The Supplier shall ensure that all goods strictly comply with the specifications, drawings, samples and other technical requirements provided by the Company.

5.2. The Company shall be entitled to inspect the goods at the Supplier's premises or upon delivery. The Company reserves the right to reject the defective Goods/not confirming to Clause 5.1 above. The recovery cost for return, shall be mutually agreed.

5.3. The Company reserves the right to rectify any defective goods at the Supplier's cost, if such goods are essential for the Company's business and production.

5.4. The Company shall have the right to audit or verify the product and manufacturing process at the Supplier's location. Such audit or verification shall not relieve the Supplier of its responsibility to supply goods of acceptable quality, nor shall it prevent the Company from rejecting the products at a later stage for non-compliance.

5.5. The Supplier shall use the tools provided by the Company, only for fulfilling the Company's POs, and shall maintain them in good and serviceable condition at all times.

6. Drawings and Modifications

6.1. The drawings and all associated technical documents provided to the Supplier are and shall remain the exclusive property of the Company.

6.2. The Company reserves the right, at any time during the term of the PO, to revise, amend, or modify such drawings and documents. Any modifications by the Company shall be communicated to the Supplier in writing. The Supplier shall be obligated to comply with the most recently communicated versions and conditions to be followed as per supplier quality manual.

6.3. The Supplier shall use only the latest approved drawings, specifications, and documents issued by the Company for manufacturing and supply. Any goods manufactured or supplied based on outdated, superseded, or uncontrolled drawings or documents shall not be accepted by the Company, unless the use of such outdated version has been expressly approved in writing by the Company for continued use, wherever mutually agreed.

7. Responsible Minerals Compliance

7.1. The Supplier confirms that it is committed to responsible sourcing of minerals and materials in accordance with the principles of the Responsible Minerals Initiative (RMI) and the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

7.2. The Supplier shall ensure that all materials supplied under this Purchase Order, including but not limited to Tin, Tantalum, Tungsten, Gold (3TG) and Cobalt, Mica, Lithium, Nickel, Graphite, Copper (where applicable), are sourced from conflict-free and responsible sources and do not directly or indirectly finance or benefit armed groups or human rights abuses.

7.3. Upon request, the Supplier agrees to:

7.3.1.) Provide accurate and complete Responsible Minerals disclosures, including the RMI Conflict Minerals Reporting Template (CMRT) and/or Extended Minerals Reporting Template (EMRT), as applicable.

7.3.2.) Identify smelters and refiners in its supply chain and ensure they are RMI-conformant or actively participating in RMI audit programs.

7.4. The Supplier shall maintain appropriate policies, due diligence processes, and records to support responsible mineral sourcing and shall promptly notify the Company of any identified risks or non-compliance related to responsible minerals.

7.5. The Company reserves the right to conduct audits or request supporting documentation related to responsible mineral sourcing. Failure to comply with these requirements may result in corrective action, suspension, or termination of business.

8. Packaging and Transportation

8.1. The Supplier shall ensure that the goods are appropriately packed and labelled with contents including part numbers, quantities, manufacturer details, and batch/date codes, as indicated by the Company.

8.2. No separate charges towards packing, crating, or boxing shall be payable by the Company, unless such charges are explicitly agreed to in the relevant PO.

8.3. Responsibility for transportation shall be specified in each individual PO. Unless expressly stated otherwise in the relevant PO, all transportation arrangements, including cost, shall be made and borne by the Supplier. In case of any deviation from the terms specified in the PO, the Company shall not be liable for any resulting delays, costs, or damages.

9. Grant of License:

The Company hereby grants the Supplier a limited, revocable, non-exclusive, royalty-free, non-transferable, and non-sublicensable license to use the tools, fixtures, product designs, drawings, specifications, intellectual property, and, where applicable, the Company's name and logo, solely for the purpose of manufacturing and supplying goods or services to the Company under the relevant POs. The Supplier shall not use the above for any purpose beyond fulfilling its obligations under the Purchase Order, nor shall it permit any third party to use or access the same without the Company's prior written consent. This limited license shall automatically terminate upon the expiry, cancellation, or termination of the relevant POs in accordance with Clause 4 of these Terms, and the Supplier shall immediately cease all use of such items and return or destroy the same (as directed by the Company) without retaining any copies or derivatives thereof.

10. Intellectual Property and Confidentiality

10.1. Intellectual Property:

10.1.1.) The Supplier agrees that all intellectual property, including any brands/logos, name, trademarks, etc., belonging to the Company are the exclusive property of the Company and, except as provided in these Terms, cannot in any circumstances be used, or copied, or altered in any manner. Further, except as provided in these Terms or permitted under applicable laws, the Supplier may not use any intellectual property, including any brands/logos, or trademarks, which is identical/similar to the brands/logos/trademarks of the Company without being specifically authorized in writing by the

Company.

10.1.2.) The Company has sole and exclusive ownership of intellectual property rights in the (i) products supplied by the Supplier under all POs, (ii) tools provided by the Company to the Supplier for the purposes of fulfilment of its obligations under the POs, and (iii) the tools developed by the Supplier as part of the POs, to supply the products required under the POs (if applicable). The Supplier shall have no right in the intellectual property of such products and tools.

10.1.3.) The parties agree and acknowledge that the exclusive intellectual property in the products supplied under the POs, tools developed for the purpose of the POs or tools provided by the Company, shall at all times remain with the Company and the Supplier shall not at any time license, lease, sublicense, sell or reverse engineer any part of the intellectual property in the said products and/or tools. In the event, the Supplier commits such an aforementioned breach, the Supplier shall be liable to the Company for causing such grave loss, along with the Company's right to immediately terminate this Agreement.

10.1.4.) The Supplier agrees that immediately upon the termination of this Terms, in any manner provided herein, the Supplier shall cease and desist from all use of the Company's tools and handover the same to the Company. The Supplier shall also cease and desist from all use of the Company's brand or any other intellectual property of the Company. The Supplier furthermore agrees and undertakes that it will not, at any time, whether during the term or after termination, adopt, use or register any work or symbol form combination thereof or any kind of intellectual property whatsoever, that is similar to or which may be construed to form part of the intellectual property belonging to the Company.

10.1.5.) Any intellectual property, including but not limited to inventions, enhancements, designs, technical know-how, or improvements, developed by the Supplier in connection with the products and/or tools, shall be the sole and exclusive property of the Company, whether or not such intellectual property is developed solely by the Supplier or jointly with the Company. This shall include all improvements or modifications made by the Supplier to the Company's specifications, products, or tools, and any derivative works thereof. The Supplier shall provide all reasonable cooperation, at its own cost, to execute

such documents and carry out such actions as may be required by the Company for registering or enforcing its rights in respect of such intellectual property. The conditions agreed in the NDA, wherever executed between the parties, to be adhered.

10.1.6.) **Exclusivity:** All products supplied by the Supplier and/or tools developed by the Supplier using the designs, drawings, specifications, data, technical know-how, or other intellectual property provided by the Company shall be supplied, manufactured, and used exclusively for the Company, in relation to specific POs. The Supplier shall not, directly or indirectly, manufacture, sell, transfer, supply, or otherwise deal with such products, tools, or components derived from the Company's intellectual property to or for the benefit of any third party without the prior written consent of the Company.

10.1.7.) For proprietary items, where the intellectual property belongs to suppliers, the above clauses are not applied, wherever tooling facilities are agreed by the Company, clause 10.1.6 become applicable.

10.2. Confidentiality:

10.2.1.) The Supplier shall keep in confidence all of the proprietary/confidential information disclosed to it by the Company and shall not disclose such information to any third party and shall use its reasonable efforts to ensure that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors do not reveal, to any third party any confidential information belonging to the Company, except strictly on a need-to-know basis.

10.2.2.) If the Supplier breaches, or threatens to commit a breach of any of the provisions of this Clause, the Company which is the proprietor of the confidential information shall have the right and remedy to have such provisions specifically enforced by any court or tribunal having jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Company's interests and that monetary damages may not provide an adequate remedy to the Company.

10.2.3.) On termination of this Terms, the Supplier shall return all the confidential information and all other documents and materials (and any copies) containing confidential information of the Company and shall erase all the confidential information from its computer and communications systems and devices used by it, or which is stored in electronic form and shall certify in writing to the Company that it has complied with the requirements of this clause. This obligation will be discharged by the Supplier during the entire term of the PO, and for 2 (two) years after the expiry of the relevant PO, unless the Parties agree otherwise in writing.

11. Representations and Warranties

11.1. The Supplier hereby represents and warrants to the Company that:

11.1.1.) it has the right and full authority to enter into these Terms and the PO.

11.1.2.) all its obligations under these Terms and the PO are legal, valid and binding obligations enforceable in law.

11.1.3.) there are no proceedings pending, which may have a material adverse effect on its ability to perform and meet its obligations under these Terms.

11.1.4.) It is an authorized business establishment and hold all the requisite permissions, authorities, approvals and sanctions to conduct its business and to enter into an arrangement with the Company. It shall at all times ensure compliance with all the requirements applicable to its business and for the purposes of this arrangement it confirms that it has discharged and shall continue to discharge all its obligations towards statutory authorities.

11.1.5.) neither party hereby assigns any right, title or intellectual property of such party, except as expressly stated herein. No provision of these Terms and/or PO, or exchange of information hereunder shall be deemed to effect such an assignment.

11.1.6.) it shall strictly conform with the best industry standards, along with the specific manufacturing and quality standards as laid down by the Company during the manufacturing process.

11.1.7.) it shall not sell or manufacture or distribute the Company's products or tools or any parts of the products or tools to any third-party, under any circumstance.

11.1.8.) it shall not commit any act that shall bring the Company under public disrepute.

11.1.9.) it shall ensure the safety of the products, tools and intellectual property of the Company, and return the same upon termination of the PO and these Terms, in accordance with Clause 4, as the case may be, in the same condition, without any damage, as was initially manufactured by it, for the purposes of fulfilling the PO for the Company.

11.1.10.) the products supplied to the Company, along with its packaging and labelling are authentic and the same does not infringe upon any third party's intellectual property rights.

11.1.11.) it shall have no title or ownership of intellectual property rights over the products and tools of the Company.

11.1.12.) it shall maintain utmost hygiene at its factory premises at all times.

11.1.13.) It shall, as and when requested by the Company, promptly provide all licenses, registrations, statutory documents, financials and other relevant information, which shall at all times be complete,

accurate and up to date.

12. Indemnity & Liability

12.1. The Supplier shall indemnify and hold harmless the Company from and against any claims, charges, penalties, proceedings, losses, damages, costs, or liabilities arising (i) from defective supplies, (ii) breach of these Terms, (iii) infringement of intellectual property rights of the Company, (iv) non-compliance with applicable laws, (v) or any personal injury, death, damage to property, (vi) or other loss suffered by any person resulting from defective goods (vii) or arising in the course of fulfilment of the Purchase Order by the Supplier (viii) voluntary or mandatory recall of Products by the (a) Company (b) Customer of the Company, if due to fault of the Supplier (ix) costs incurred including attorney fees and expenses. Notwithstanding anything to the contrary contained in these Terms and/or in the POs, the Company liability under this Terms and/or the POs in any event, shall be limited to INR 100 (Indian Rupees hundred only).

12.2. The Supplier shall supply products, in case of requirement arising on account of product recall by the Customer (voluntary or mandatory). The cost of such supplies may be mutually decided on case to case basis, considering, if the product supplied is at the fault of the Supplier or otherwise.

12.3. Supplier Warranty for the product shall be as per the Purchase Order issued by the Company and shall prevail over any other Warranty and/or terms/quotations/conditions provided by the Supplier prior to or after the issuance of the Purchase Order. Any deviation to Warranty terms shall be binding, if the same is mutually agreed in writing between the parties.

13. Governing Law, Dispute Resolution, Territorial and Jurisdiction

13.1. This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and, only the courts in Chennai shall have jurisdiction to try all disputes and matters arising out of and under this Agreement. Recourse to jurisdictions is expressly excluded, except the rights of either Party to approach the Courts in its jurisdiction or jurisdiction of the offended party, for urgent interim reliefs.

13.2. In the event of any dispute or difference, the parties shall attempt to resolve the same amicably through mutual discussion, within 30 (thirty) days of the first written notice of such dispute.

13.3. Failing such resolution within the abovementioned timeline, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in the English language, and the arbitral tribunal shall consist of a sole arbitrator mutually appointed by the parties in dispute. The seat and venue of the arbitral proceedings shall be Chennai, India. The award passed by the arbitral tribunal shall be final and binding on the parties and the costs shall be borne by the parties as provided in the arbitral award.

13.4. Subject to the above, if the Supplier registered/branch office is within India, including supplies from outside India, the courts located in Chennai, India shall have exclusive jurisdiction over all matters arising out of or in connection with these Terms. The Seat of Arbitration for Supplies from outside India shall be Singapore.

14. General

14.1. Each PO shall expressly specify the applicable International Commercial Term (INCOTERM). Such INCOTERM, as specified in the PO, shall be interpreted in accordance with the INCOTERMS 2020, as amended from time to time and published by the International Chamber of Commerce. The rights and obligations under the specified INCOTERM shall be construed in conjunction with, and subject to, these Terms, unless expressly agreed otherwise in writing by the parties.

14.2. The Supplier shall not use the name or logo of the Company for marketing or promotional purposes without prior written consent of the Company.

14.3. In the event the Supplier or its vendors utilize any restricted, toxic, or hazardous materials during the course of manufacturing or supply, the Supplier shall ensure strict compliance with all applicable laws, rules, regulations, and safety standards prescribed by the Government or relevant authorities. The Supplier shall maintain and furnish documentary evidence of such compliance and the precautions taken, as and when requested by the Company.

14.4. These Terms shall prevail over any inconsistent or conflicting terms proposed by the Supplier.

14.5. Any amendment, waiver or modification to these Terms shall be valid only if made in writing and signed by both parties.

14.6. If any part, term or provision of this document shall be held void, illegal, unenforceable, or in conflict with any law having jurisdiction, the validity of the remaining portions or provisions shall not be affected thereby.

14.7. Force Majeure: In case of a force majeure event including but not limited to act of God, act of government, strikes, lockouts, wars, natural disasters, pestilence or other circumstances beyond the reasonable control of the Company, the Company shall have the right to suspend or reschedule deliveries, without any liability on the Company. Any such suspension shall be limited to the duration of such force majeure event. If such force majeure event continues for a period of 60 (sixty) days, the Company shall have the right to terminate the PO, and upon such termination, the Parties shall stand absolved of all further obligations or liabilities under the PO, in relation to the period of such force majeure event.

14.8. Entire Agreement: Unless the context otherwise requires, any reference to the "Purchase Order" or

"Terms" shall be deemed to include both these Terms and the corresponding Purchase Order, read together as a single, composite agreement governing the transaction between the Company and the Supplier. In any case, all references to these Terms shall be deemed to include the Annexure 1 as attached herewith.

14.9. Survival: These Terms are intended to ensure consistency, quality, and reliability in all commercial dealings and shall be deemed accepted by the Supplier upon acceptance or commencement of performance under any Purchase Order issued by the Company.

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Annexure 1

Conditional Clauses Applicable to Specific Purchase Orders

The following clauses shall apply in the Terms attached with the Purchase Order. Each clause is conditional and shall be binding on the Supplier based on clause of supply & service in the Purchase Order.

Clause	Title
A	Tool Development
B	Subcontracting (Including services)
C	Export Oriented Unit/Deemed Export Supplies
D	Imports Supplies
E	Domestic Supplies

A. Tool Development

In the event that tools are to be developed by the Supplier under a PO:

- i. Any advance paid by the Company shall be used by the Supplier exclusively for tool development. The Supplier agrees that any advance paid or payable by the Company shall be subject to approval of parts as per the specifications provided in the Purchase Order, and shall not be construed as completion of the Company's obligations. Any payment for development of tools by the Company shall result in the ownership of such tools vesting with the Company only upon the Company's approval of the developed tools, irrespective of advance payment or pending supply or approval of the parts.
- ii. Upon successful development and approval of the tools and parts by the Company, the Supplier shall raise an invoice for the total amount including the total tool cost and applicable statutory levies. Along with the delivery of the approved tools, title and ownership shall vest with the Company. The Company shall make payment in accordance with the terms of the PO. The Supplier shall retain the tools as a trustee and be identified as Company property. If the tools are retained at a location other than the one specified in the PO or any other official document, the Supplier shall immediately notify the Company of the new location.
- iii. In the event of discontinuation or revision of part or whole of a model, by the Company, the unadjusted tool cost may, at the discretion of the Company, be carried forward to new tools or POs by mutual consent in writing. The Supplier shall return all tools developed under the existing Purchase Order(s) to the Company, in good condition, within 30 (thirty) days of receipt of written notice of such discontinuation or revision by the Company. The treatment of the unadjusted tool cost and other related terms in such cases shall be determined solely by the Company on a case-to-case basis for each PO.
- iv. Where the Supplier agrees that the payments in whole or in part paid or payable for the tool by the Company shall be amortized as per the terms and conditions of the Purchase Order, the Supplier shall indicate the amortized tool cost separately in the invoice. The Supplier shall ensure that such amortized cost is excluded from the net value of the invoice for the purpose of calculating applicable statutory levies.
- v. In case of repair, modification or breakage of the tools, due to its fault or negligence, the Supplier shall be responsible for rectifying, repairing or replacing the tools at its own cost. The Supplier shall ensure insurance coverage of the tools against all natural perils, theft, damage, etc., during the development stage and/or supply of parts. The Supplier shall furnish proof of such insurance coverage and shall endorse/assign the Company as beneficiary for all claims. In the absence of such coverage, the Supplier shall compensate the Company at the residual/book value of the tools with a present value addition of five percent (5%).
- vi. The Supplier acknowledges that the tools and fixtures developed under the Purchase Order are the result of proprietary/confidential information, designs, drawings and technical assistance provided by the Company or acquired through third-party arrangements of the Company. Under no circumstances shall the Supplier use the tools for any purpose other than the manufacture and supply of components to the Company. Part numbers for the applicable components are listed in the Purchase Order and/or any other documents communicated.
- vii. The Supplier assures that the specifications, drawings, or technical information provided by the Company, shall not be copied, sold, transferred, hypothecated, pledged, or otherwise disposed of, nor shall any encumbrance be created over them. All parts or components manufactured using such tools shall be supplied exclusively to the Company or as specifically directed in writing by the Company, and under no circumstances shall such parts or components be sold, transferred, duplicated, or distributed to any third party or in the open market. Any breach of these obligations shall not be binding on the Company, and the Company shall be entitled to repossess such tools at the Supplier's cost.

viii. The Supplier agrees that in the event of any circumstances which may cause interruption or stoppage in the supply of parts or components, (1) the Supplier shall immediately inform the Company and shall hand over the tools in good condition to the Company or to any third party as nominated by the Company for continuation of uninterrupted supply. The Supplier agrees that if it fails to hand over the tools in accordance with sub-clause (i), the Company shall have the right to retrieve such tools from the Supplier or its subcontractors or sub-vendors and use them to ensure continued production and supply of the required components.

B. Subcontracting (Including services)

- i. The Supplier shall promptly acknowledge in writing, the receipt of any raw materials, components, tools or gauges supplied by the Company for subcontracting purposes. The Supplier shall comply with the instructions of the Company for the use of such raw materials, components, tools or gauges.
- ii. The Supplier shall be responsible for product quality throughout the subcontracting process. Any discrepancy in quantity, specification, or condition of the materials or tools supplied by the Company must be reported in writing to the Company immediately upon receipt. No material shall be used for processing unless and until the Company has provided instructions to proceed, from time to time. The Company shall not entertain any claims on this account at a later stage.
- iii. The norms for input material usage and recoverable scrap shall be jointly agreed upon by the Supplier and the Company prior to the commencement of bulk supplies. The Supplier shall return all recoverable scrap and unused material to the Company along with appropriate supporting documents, including applicable statutory documents. The value of any scrap not returned, including applicable taxes and any other applicable levies, shall be debited to the Supplier's account.
- iv. The Supplier shall furnish stock statements detailing the Company's materials held in its possession, as demanded by the Company periodically. All accounting for the Company's materials must be reconciled from time to time to the satisfaction of the Company.
- v. Failure to return recoverable scrap, unused materials, or submit stock statements within the stipulated time shall result in suspension of further material supplies to the Supplier. In such cases, the Company reserves the right to recover the value of the outstanding scrap or material from the Supplier's account.
- vi. For services availed by the Company (other than goods), the agreements, arrangements mutually entered between the parties shall apply. Notwithstanding the above, the General Terms and Conditions of Purchase will apply in so far as other terms, which are not generally covered in such agreement/arrangement.

C. Export Oriented Unit/Deemed Export Supplies

The supplier to furnish required documents on demand.

- i. Such supplies shall be treated as deemed exports; and the Company shall provide with necessary documentation to enable the Supplier to claim applicable export or duty concessions.
- ii. Seller shall comply with all applicable GST, Customs, SEZ/EOU notifications and procedures. Any penalties due to Seller's non-compliance shall be on Seller's account.

D. Imports Terms

- i. Where the PO is based on Cost, Insurance and Freight (CIF) terms, the Supplier shall obtain insurance. For POs on other terms, the Company shall arrange for insurance coverage.
- ii. All documentation provided shall strictly comply with relevant applicable customs and import regulations.
- iii. The Supplier warrants that the sale or use of the goods supplied shall not infringe any Indian or foreign (including Country of Origin) trademark, trade name, copyright, patent, registered design, or any other intellectual property right. The Supplier shall indemnify and hold harmless the Company from and against all actions, judgments, decrees, claims, costs, expenses, or demands arising out of any actual or alleged infringement. The Supplier further undertakes, at its own cost, to defend or assist in the defence of any suit, proceeding, or action brought against the Company in this regard.
- iv. The Supplier shall mention in all documents the Country of Origin, as demanded by the Company.
- v. The Supplier must comply with all applicable export/import laws, sanctions, safety standards, and environmental regulations. Any license or permit required at origin must be arranged by Supplier unless otherwise stated.
- vi. **Packing & Marking:** The Goods must be securely packed, seaworthy/airworthy, corrosion-protected, and clearly marked with PO number, item number, quantity, and country of origin.

E. Domestic Supplies

- i. Prior intimation of dispatch must be provided to the Company through email, fax, or written communication, wherever agreed. Any deviation in documentation may result in delayed payments, for which the Company shall not be held liable.

ii. The Supplier shall ensure all its supplies are provided with applicable documents. Any loss, claims, charges, penalties, proceedings suffered by the Company on account of non-compliance shall be recoverable from the Supplier.

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