



GENERAL PURCHASE/SERVICE ORDER TERMS AND CONDITIONS

1) ACCEPTANCE:

Supplier has read and understands this contract and agrees that Supplier's written acceptance or commencement of any work or services under this contract shall constitute Supplier's acceptance of these terms and conditions only. The Supplier shall send their written rejection of the Purchase Order within 3 days of receipt of the same failing which it shall be deemed that the Supplier has accepted the Purchase Order.

2) GENERAL:

- a). Purchase Orders are issued through ERP system of BUYER and any purchase order inconsistent with the practice is void and shall not be acted upon.
- b). Goods supplied without the formal Purchase Order will not be accepted.
- c). BUYER shall not be liable for payment or delays in payment of any supply without the reference of Purchase Order.
- d). If Goods are not supplied within the delivery time line or as extended by BUYER in writing, the Purchase Order shall automatically lapse, will not be valid and treated to be cancelled and closed.
- e). A Purchase Order without the associated agreements is to be treated as mere intent of purchase and not as a formal purchase order and BUYER shall not be liable under any such purchase order.
- f). No alteration/modification in the Purchase Order should be valid unless duly authorized by the representative of BUYER.
- g). In case the Purchase Order is issued pursuant to a contract, the terms of the contract shall prevail over any conflicting terms of this Purchase Order. BUYER shall have the right to cancel the Purchase Order at any time, provided BUYER shall reimburse the Supplier for actual expenses/costs incurred in supply of goods/services under the Purchase Order or on such other terms specified in the purchase or mutually agreed between the parties.
- h). BUYER shall have the right to cancel the Purchase Order either fully or partially in case of some unforeseen experiences such as fire, strike, lockout, earthquake, cyclone, breakdown of machines, market conditions no demand in market etc. Such an event shall be informed by BUYER to the Supplier within 7 days of the incident.
- i). BUYER also reserves the right to cancel a Purchase Order entirely or in parts if
 - (i) the Supplier fails to supply in accordance with the terms of the Purchase Order,
 - (ii) the Supplier goes bankrupt or goes into liquidation,
 - (iii) the Supplier fails to deliver the Goods on time and / or replace the rejected Goods promptly.
- j). No price escalation is allowed during the execution of the Purchase Order. Supplies at a price higher than what is mentioned in the Purchase Order and quantities higher/lower than as mentioned in the Purchase Order will be liable for rejection.
- k). All materials should be delivered in line with the delivery date specified in the Purchase Order unless extension is granted in writing by the representative of BUYER. Supplier shall notify BUYER at the earliest in case supplier suspects a delay in delivery to occur.
- l). In case of delayed supplies liquidated damages @ 0.5% per week or part thereof for the value of delayed supplies shall be payable by the Supplier, unless and otherwise the rate is mentioned in the Purchase Order.



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- M). Liquidated damages is not the sole remedy available to BUYER and BUYER may pursue for any further relief available under this Purchase Order or under applicable law. All deliveries of goods shall be made only to the delivery address mentioned in the Purchase Order.
- n). The installation of capital goods shall include training to the personnel of BUYER without any additional costs to BUYER.
- o). Supplier shall arrange all resources required for installation and commissioning of the Equipment at its cost.
- P). Any incidental charges, including but not limited to Supplier's personnel's food, lodging, transportation, etc. shall be borne by Supplier only.
- q). Supplier shall obtain adequate insurance for goods supplied valid up to the date of transfer of title to BUYER and in case of capital goods shall be valid up to at least 1 month after the installation and commissioning.

3) PACKING AND DISPATCH:

- a). All the Goods should be suitably packed to avoid damage in transit or in storage. Packages must be labelled / marked with the Purchase Order number, destination, contents, quantity, and date, mode of dispatch and weight of each package. Out-station Supplier should mention LR/RR/PWB/AWB/post parcel number etc. on their invoice for ready reference. The certificate of analysis (COA), Material Safety Data Sheet (MSDS) and any other relevant technical document must accompany the material.
- b). All packages shall be boldly and clearly marked on the outside of the package with the Purchase Order number and date.
- c). No additional charges will be allowed for packing, forwarding and transport unless so stipulated in other terms of PO.
- d). Damages to any goods/materials for want or lack of proper packing without ensuring the protection to goods will be at the risk of the Suppliers.
- e). BUYER shall be under no obligation to accept materials received by the BUYER in excess of the quantity ordered and shall remain at the BUYER's premises at the Supplier's entire risk.
- f). Materials / goods must be supplied / dispatched within the time and through the agreed mode of transport subject to the condition specified in the Purchase Order. The time for and date of delivery stipulated in Purchase Order shall be deemed to be of the essence of the contract and delivery shall be completed not later than the date specified. In case, if the order or any consignment or part thereof within the period prescribed for such delivery, the BUYER shall be entitled to purchase elsewhere with duly giving prior information to the Supplier and the product/materials which are not delivered to the BUYER will be on Account and Risk of the Supplier or others of similar description. In either event, Supplier shall be liable for any loss which the BUYER may sustain on that account, but the BUYER shall not be entitled to any gains on repurchases made against default
- g). The BUYER reserves the right to delay the delivery of the supplies without any change in price.
- h). BUYER reserves the right at any time to direct changes, or cause Supplier to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Supplier agrees to promptly make such changes. Any difference in price



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or time for performance resulting from such changes shall be equitably adjusted by BUYER after receipt of documentation in such form and detail as BUYER may direct.

i). All the goods supplied to BUYER shall strictly correspond to the agreed description and/or specification set out in this Purchase Order and shall be as per the samples (if any) approved by BUYER. Acceptance of goods by BUYER shall not be valid unless communicated in writing to the Supplier

j). Risks associated to the ordered goods shall pass to BUYER upon actual delivery.

k). Whenever the Purchase Order is placed on F.O.R. site or free delivery at BUYER's works/warehouse basis, both freight and insurance charges shall be presumed to have been included in such price, and the loss, breakage or any damage during transit due to any cause whatsoever shall be borne by the Supplier. BUYER will be entitled to deduct such sums of money as may be remaining outstanding on any account out of the sums as may be payable to Supplier.

l). Supplier shall acclimatize themselves with and comply with the applicable policies of BUYER.

4) INSPECTION AND REJECTION:

a). On receipt of goods BUYER shall have the right to get the goods analysed at its laboratory and the report of such laboratory shall be final and it shall be the basis for acceptance of the goods and for making payment.

b). In case the goods are of capital nature, BUYER shall not be liable for payment unless the invoice is accompanied by a valid installation certificate acknowledged by the Supplier.

c). In case of quality rejection and/or late delivery, BUYER shall have the option to cancel the Purchase Order and procure the material from any alternate source at the Supplier's risk and cost including any Consequential damages. The Supplier shall be liable for, and shall indemnify, defend and hold harmless BUYER from and against, all losses incurred or suffered as a result of Purchase Order cancellation.

d). In case the goods are found to be defective or rejected, the same shall be returned to the Supplier at his cost and risk and the Supplier shall have to replace the material at his costs including, but not limited to, costs such as Octroi, freight, loading and unloading charges, toll taxes, or any other charges resulting from or on account of, replacement of goods within the time specified by BUYER. If the requirement of material is no longer there, BUYER is entitled to claim and the Supplier shall refund the amounts received towards the supply. If the Supplier does not pay the costs aforesaid BUYER reserves the right to pay the same and deduct the amount from the amount payable to Supplier.

e). All technical data, specifications, relevant information, technical records such as blue prints, drawings, designs, manufacturing processes, patent rights, copyrights shared and/or supplied to the Supplier shall always remain the property of BUYER and the Supplier shall return the same to BUYER on demand. The Supplier shall not disclose the same to any outside agency, dealer, customer or others.

f). Local Suppliers shall remove the rejected material within two weeks. In case the Supplier fails to collect the rejected materials within this time, the BUYER will scrap the materials after the period is over. The BUYER will have no liability whatsoever including Supplier's loss in respect of such scrapped materials. In case of outside Suppliers, the rejected materials shall



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be promptly returned to them at their cost in all respects. So long as the rejected materials lie at BUYER's Works for any reason, they shall be entirely at Supplier's risk and responsibility.

g). If material is not provided within time specifications and due to urgency material is rectified as covered by our inspection report, extra inspection and rectification charges incurred by BUYER shall be recovered from the Suppliers.

h). Stock rejection covered by BUYER inspection report, due to material defect, shall be recovered from Supplier. The defective product\material will not be sent to the Supplier; however, credit towards the scrap realization will be given to the Supplier.

5) PATENTS & COPYRIGHTS

In respect of any Indian or Foreign Trademarks, Patents, Copyrights and Designs, Supplier undertakes to indemnify BUYER from any action, judgments, decrees, costs, claims, demands and expenses resulting from any actual or alleged infringement thereof by the Supplier. The Supplier further undertakes to defend such claims at its cost & assist BUYER in its defence.

6) STATUTORY LAWS

The Supplier ensures that they comply with all central and state laws, rules and regulations related to Environment, occupational Health and Safety, Labour and Human Rights (forced labour and Child labour in particular) and community (health, safety and security) applicable to their business including processing and supply.

7) PAYMENT & DOCUMENTATION

a). Unless otherwise agreed specifically in writing in the Purchase Order, BUYER shall not be liable to pay for freight, packing, forwarding and/or insurance for the goods supplied and the loss, breakage or any damage during transit due to any cause whatsoever shall be borne by the Supplier. BUYER will be entitled to deduct such sums of money as may be remaining outstanding on any account out of the sums as may be payable to Supplier.

b). Any payment made in advance by BUYER towards this Purchase Order shall not be deemed to be the acceptance of goods and the Supplier shall refund the advance paid by BUYER immediately if the goods are delayed or rejected.

c). BUYER shall have the right to adjust any dues payable by the Supplier to BUYER or its subsidiary or Group companies including advances made under any purchase order, from the payments payable to the Supplier against the Purchase Order.

d). If the documents are negotiated through the bank, a copy of such documents shall be sent to the BUYER in advance.

e). Wherever applicable the goods supplied should be either against the procurement certificate/CT3 issued by BUYER. All relevant documents should accompany the material at the time of supply.

f). Unless otherwise stated, all original invoices and all other related documents shall be sent to the Works for which the material is intended through the Courier. Duplicate copy for the transporter for claiming modvat mentioning the RR/GR and our Purchase Order Number and date should accompany the material. The amount towards excise duty shall not be paid if the CENVAT invoice (If Applicable) is not sent along with the goods. Wherever applicable, all C



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forms for the supplies made by the Supplier shall be issued by the BUYER at the end of the Quarter in which the supply has been made.

g). Supplier shall timely file his tax returns as per all the applicable tax regulations so that Client may claim credit against the GST payments made to Supplier under the PO. In case of non-conformance by Supplier of this condition, Supplier shall immediately refund the additional amounts paid by Client towards taxes or Client may deduct relevant amounts from any other payments payable to the Supplier. Supplier shall indemnify and hold harmless Client due to any loss, levies, claims or actions incurred by Client due to Suppliers breach in filing the tax returns. Further, Supplier is also liable to be blacklisted from providing any further services to Client.

8) ANTI-BRIBERY:

Please note that in dealing with BUYER, you are required to

- (i) not engage in acts or omissions that offer, authorize or give anyone including employee of BUYER any bribe (A "bribe" is the direct or indirect offer, authorization, gift or promise to give anything of value to a person, with the intent to obtain or retain business or gain an improper advantage and includes facilitation payments), or create the impression that a bribe has been offered, authorized or given;
- (ii) to promptly report to BUYER any suspected violations of this policy by BUYER employees or others doing business on behalf of BUYER;
- (iii) to comply with all record keeping requirements and financial controls to enable BUYER to demonstrate its compliance with anti-bribery laws and practices.

9) SOCIAL COMPLIANCE:

The Supplier ensures that they comply with all Environment, occupational Health and Safety, Labour and Human Rights (forced labour and Child labour in particular) and community (health, safety and security) laws applicable to their business including processing and supply.

10) WARRANTY /GUARANTEE

a). Supplier warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by BUYER, and will be merchantable, of good material and workmanship and free from defect, either latent or patent, and have a minimum shelf life of 24 months. In addition, Supplier acknowledges that Supplier knows of BUYER's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Supplier based upon BUYER's stated use will be fit and sufficient for the particular purposes intended by BUYER. The warranty period shall be that provided by applicable law, except that if BUYER offers a longer warranty to its customers, such longer period shall apply.

b). The Supplier shall replace free of charge any part or parts found to be defective in quality, finish, colour, design, material or workmanship or in the event of the failure or indication of failure within 24 months the equipment is put into use. In case of non - conformity in the product/ material reported by BUYER or customer, Supplier is responsible for correction & corrective action.



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c). In case of Services, Supplier warrants that Services will be satisfactory to BUYER and performed by competent personnel, and will be of professional quality, consistent with generally accepted industry standards for the performance of such services. Supplier will ensure that it has all necessary resources to provide the Services, including, without limitation, properly trained and licensed personnel, machinery, equipment and materials. The warranty period, if applicable, will be for the duration prescribed by local law, but in no event will be less than twenty-four (24) months from the date of the provision of the Services.

d). Supplier specifically warrants and agrees that Supplier will not introduce malicious software into BUYER's equipment, database(s) or network(s). In the event that Supplier does introduce malicious software, Supplier will work with BUYER to immediately remove such malicious software from all infected equipment, database(s) and network(s) and will restore such equipment, database(s) and network(s) to their original state.

11) INTELLECTUAL PROPERTY

a). Drawings and sketches, if any, furnished by the BUYER to the Supplier shall be a controlled copy and always remain the property of the BUYER and shall not be used for any other purpose except for which they are provided. They shall not be defected, altered, copied or allowed to be copied in any manner whatsoever except with the prior approval of the BUYER. Supplier shall be responsible for their safe custody during the period they are in possession and shall ensure their prompt return to the BUYER when no longer required.

b). Supplier agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Supplier shall have disclosed or may hereafter disclose to BUYER in connection with the goods or services covered by this contract.

c). Trade Mark of which the BUYER is either the registered proprietor or registered user shall, if so approved by the BUYER, be used only on the goods to be supplied to the BUYER and in the manner provided. Their use colourable or otherwise, in any manner in relation to the products of the Supplier, not for use by the BUYER, shall be strictly prohibited and in the case of default shall render the Supplier liable to legal action.

d). Supplier agrees: (i) to defend, hold harmless and indemnify BUYER, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Supplier has provided only part of the goods or services; Supplier expressly waives any claim against BUYER that such infringement arose out of compliance with BUYER's specification; (ii) that BUYER or BUYER's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Supplier; (iii) that parts manufactured based on BUYER's drawings and/or specifications may not be used for its own use or sold to third parties without BUYER's express written authorization; and (iv) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered 'works made for hire'; to the extent that the works do not qualify as 'works made for hire', Supplier hereby assigns to BUYER all right, title and interest in all copyrights and moral rights therein.



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12) SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

Supplier agrees to participate in BUYER's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by BUYER, as revised from time to time, including those applicable to Supplier. In addition, BUYER shall have the right to enter Supplier's facility at reasonable times to inspect the facility, goods, materials and any property of BUYER covered by this contract. BUYER's inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

13) FORCE MAJEURE

The BUYER shall not be liable for non-performance or delays in or failure in performance hereon if and to the extent caused by occurrences beyond their control, including but not limited to, acts of God, decrees or restraints of Government, strikes, or other labour disturbances, war, sabotage, change of law, refusal on the part of any government, government agencies, bank or other competent authority to grant any necessary permit license or sanction or deciding to revoke or qualify any such permit or in the event of any other supervening clause rendering performance or further performance of any of the obligations impossible in accordance with the most liberal interpretation of the doctrine of frustration of contracts.

14) INSOLVENCY

BUYER may immediately terminate this contract without liability to Supplier in any of the following or any other comparable events: (a) insolvency of Supplier; (b) filing of a voluntary petition in bankruptcy by Supplier; (c) filing of any involuntary petition in bankruptcy against Supplier; (d) appointment of a receiver or trustee for Supplier; or (e) execution of an assignment for the benefit of creditors by Supplier, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Supplier shall reimburse BUYER for all costs incurred by BUYER in connection with any of the foregoing, including, but not limited to, all attorneys or other professional fees.

15) TERMINATION FOR BREACH OR NONPERFORMANCE; SALE OF ASSETS OR CHANGE IN CONTROL:

BUYER reserves the right to terminate all or any part of this contract, without liability to Supplier, if Supplier: (a) repudiates or breaches any of the terms of this contract, including Supplier's warranties; (b) fails to perform services or deliver goods as specified by BUYER; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from BUYER specifying such failure or breach. In such cases, Supplier shall refund to BUYER any advance paid with interest @ 18% per annum. In addition, BUYER may terminate this contract upon giving at least 60 days' notice to Supplier, without liability to Supplier, if Supplier (i) sells, or offers to sell, a material portion of its assets, or



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(ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Supplier.

16) TERMINATION FOR CONVENIENCE:

In addition to any other rights of BUYER to terminate this contract, BUYER may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Supplier. Upon such termination, the entire liability of the BUYER shall not exceed the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for on the date of termination. BUYER shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier's subcontractors, for loss of anticipated profit, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract.

17) CONFIDENTIAL INFORMATION:

- a). Supplier must not use, permit the use, disclose or provide the Confidential Information (defined below) other than to its Representatives on "need to know" basis, who shall use the same for the purpose of providing the Services/Products and comply with the terms of the Contract. Supplier shall use same degree of care and means that it uses to protect its Confidential Information of a similar nature and in no event not less than reasonable care and means, to prevent the unauthorised use or disclosure to third parties of such Confidential Information. Supplier shall not alter, develop, reverse engineer or otherwise modify any Confidential information received hereunder and the mingling of the Confidential Information with information of Supplier shall not affect the confidential nature or ownership as stated hereunder.
- b). Supplier shall take all reasonable precautions to maintain the secrecy and confidentiality and to prevent intentional or accidental disclosure of Confidential Information, and immediately notify BUYER if Supplier suspects or becomes aware of any unauthorised copying, use or disclosure in any form.
- c). "Confidential Information" shall mean and include information and physical material not generally known or available outside BUYER or information and physical material entrusted to BUYER in confidence by third parties and/or any information that may be disclosed by BUYER and all information, whether categorised as Technical Information, Financial Information, Business Information and/or Personal Data or not, that is disclosed by BUYER.

18) PERSONAL DATA

- a). Supplier acknowledges that in addition to the business-related Confidential Information, both parties may also disclose certain Personal Data (defined below) which such party may require to be protected and used in compliance with relevant Data Protection Laws. Both parties hereby agree, in addition to the obligations under this Agreement, to be bound by such Laws and shall process any such Personal Data according to the applicable Data Protection Laws and any specific Privacy Notice/instructions given by the other Party.



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- b). The Privacy Notice of BUYER titled "ARAGEN Privacy Notice for Third Party Service Providers and Vendors" is attached hereunder as Annexure I to this Purchase Order for reference.
- c). "Personal Data" shall include and mean any information through which a party can be identified, including, but not limited to the name, title, address, post code, telephone numbers, mobile number, email address, gender, age, occupation, signature, financial and medical information and any other relevant information.
- d). Supplier shall:
 - i) Not take or remove any Personal Data from BUYER premises/systems without having received the advance written consent of BUYER;
 - ii) Maintain confidentiality of all Personal Data acquired by its employees, agents, affiliates, subsidiaries or sub-contractors;
 - iii) Not engage any third party to process the Personal Data procured from BUYER or any part thereof on its behalf without the prior written consent of BUYER;
 - iv) Not use the Personal Data directly or indirectly for any purpose other than in connection with the provision of services/products to BUYER.

19) SUB CONTRACT AND ASSIGNMENT:

No Purchase Order shall be sub contracted without the prior permission of the BUYER (in cases applicable). The BUYER shall not unreasonably withhold any such decisions affecting the Supplier's performance.

20) INDUCEMENTS:

- a). The Supplier shall not induce an employee of the BUYER to allow any concessions to the Supplier, issuance of Purchase Order or any other requirement Pay money or any other benefit to any third party in connection with negotiation and/ or the Purchase Order
- b). Encourage an employee to perform an act of dishonesty against the BUYER, which may benefit the employee and/ or be detriment to the BUYER.
- c). The Supplier warrants that it shall:
 - (i). comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - (ii). Have and maintain in place throughout the term of any Contract policies and procedures, including but not limited to adequate procedures under the Bribery Act, 2010 and will enforce them where appropriate;
 - (iii). ensure that all persons associated with it and other persons who are delivering Goods in connection with a Contract comply throughout the operation of that Contract;
 - (iv). immediately notify BUYER if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of a Contract); and
 - (v). Within one (1) month of the date of the first Contract entered under these terms and conditions, and annually thereafter, certify to BUYER in writing signed by an officer of the Supplier, compliance with paragraph 20.2 by the Supplier and all persons associated with it



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and all other person for whom the Supplier is responsible. The Supplier shall provide such supporting evidence of compliance as BUYER may reasonably request.

(vi). Breach of this shall be deemed a material breach incapable of remedy.

d). For the purpose of this paragraph:

(i). the meaning of 'foreign public official' and whether a person is 'associated with' another person shall be determined in accordance with sections 6(5) and 6(6) of the Bribery Act, 2010 and section 8 of that Act respectively; and

(ii). A person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

21) SEVERANCES:

If any of the terms of this Purchase Order is nullified or made void by a written statement by the BUYER, the remaining conditions as far as possible shall remain in full force as applicable.

22) COMPLIANCE WITH LAW AND REGULATIONS:

a). The Supplier shall abide all applicable laws applicable to its businesses in carrying out the work outlined in the Purchase Order. The Supplier shall conform to all applicable statutory and regulatory requirements.

b). The Supplier shall understand and ensure compliance to PSCI Principles

c). Supplier shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Supplier further represents that neither it nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labour in the supply of goods or provision of services under this contract. At BUYER's request, Supplier shall certify in writing its compliance with the foregoing. Supplier shall indemnify and hold BUYER harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Supplier's noncompliance.

d). Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to BUYER. Supplier shall provide all information necessary (including written documentation and electronic transaction records) to permit BUYER to receive such benefits or credits, as well as to fulfil its customs related obligations, origin marking or labelling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Supplier unless otherwise indicated in this contract, in which event Supplier shall provide such information as may be necessary to enable BUYER to obtain such licenses or authorization(s). Supplier shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

e). When, in the performance of this contract, Supplier's personnel are to be located at BUYER's site, Supplier will furnish a complete list of all personnel to be located at the BUYER's site and Supplier shall be responsible for all actions of its personnel. Supplier agrees to comply



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with all regulations and policies at BUYER's site, and BUYER reserves the right to bar employees, representatives or agents of Supplier from BUYER's site for failure to observe such regulations and policies. Supplier's personnel shall in no event be considered employees of BUYER; Supplier will remain responsible for all wages, taxes, benefits, payroll deductions, remittances, and other obligations with respect to its personnel.

f). The BUYER reserves the right to terminate the Purchase Order or return the supplies (if possible) if the Supplier is found and confirms his non-compliance with any applicable laws and regulations.

23) INDEMNIFICATIONS:

If Supplier performs any work on BUYER's premises or any other premises or utilizes the property of BUYER, whether on or off BUYER's premises, Supplier shall indemnify and hold BUYER harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to BUYER, its employees or any other person arising from or in connection with Supplier's performance of work or use of BUYER's property, except for such liability, claim, or demand arising out of the sole negligence of BUYER.

24) RIGHT TO AUDIT

BUYER, at its expense, has the right to enter onto Supplier's premises to review and/or audit the appropriate records, including the administrative procedures of Supplier, to substantiate the charges invoiced under this contract. Supplier will preserve all pertinent documents for the purpose of auditing charges invoiced by Supplier for a period of three (3) years after final payment, or such longer period as BUYER specifies in this contract. Supplier further agrees to cooperate fully with BUYER with all reasonable requests of BUYER during review(s) or audit(s) and agrees that such audit may be used as a basis for settlement of disputes which might arise regarding payments under this contract. Where Supplier utilizes the services of third parties, Supplier must include in its contracts with such third parties a "right to audit" clause with terms and conditions similar to those set out in this paragraph.

25) NO IMPLIED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

26) NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Supplier may not assign or delegate its rights or obligations under this contract without BUYER's prior written consent.

27) RELATIONSHIP OF PARTIES:

Supplier and BUYER are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever,



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nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

28) ARBITRATION

All disputes arising out of this Purchase Order shall be referred, except as to matters in respect whereof the decision is specifically provided for by this condition, to the award of two arbitrators one to be nominated by each party to the dispute. Subject to the said provisions for arbitration, Courts in Hyderabad shall have exclusively jurisdiction in the matter.

29) GOVERNING LAW; JURISDICTION:

This contract is to be construed according to the laws of India (and state/province, if applicable from which this contract is issued as shown by the address of BUYER), excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. All disputes relating to the Purchase Order shall be subject to the jurisdiction of the courts at Hyderabad.

30) SEVERABILITY:

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

31) PERSONNEL SECURITY:

- a). The Vendor shall conduct background checks, including criminal record checks and employment verification, all personnel who will have access to Aragen's data and information, in accordance with applicable laws and regulations.
- b). The Vendor shall ensure that all personnel who have access to Aragen's data and information receive regular security awareness training, covering topics such as data protection, handling of sensitive information, and incident reporting procedures.
- c). The Vendor shall maintain detailed records of background check and security awareness and training activities, including attendance logs, training materials, and assessments, and make such records available to Aragen upon request for auditing and monitoring purposes.

32)

Supplier agrees to comply with all quality requirements and procedures specified by Aragen, including Aragens Supplier Code of Conduct, as revised from time to time, including those applicable to Supplier and available at <https://www.aragen.com/our-responsibility/environment-health-safety-sustainability/>. A breach by Supplier of this section shall be considered as a material breach under this Agreement.



GENERAL PURCHASE/SERVICE ORDER TERMS AND CONDITIONS

ANNEXURE I

ARAGEN PRIVACY NOTICE FOR THIRD PARTY SERVICE PROVIDERS AND VENDORS

Aragen Life Sciences Private Ltd. (herein referred to as, "ARAGEN", "we", "our", "us", "company") is committed to protect the privacy and security of your personal data that we process. This Notice describes how we collect and use personal data about you, during and after your working relationship with us, in accordance with the data protection regulations. This Notice applies to all third-party service providers including but not limited to consultants, vendors, company contacts, lawyers and all other third-party relations.

We are responsible for deciding how we store, use, and process your personal data. Depending on our relationship with you, we need to keep and process data about you for normal administrative purposes including hiring, entering into a service contract with you, complying with legal obligations, and record keeping purposes including contacting you for suitable opportunities that may arise in future. Processing will include collection, recording, organisation, structuring, storage, adaptation, alteration, retrieval, consultation, and use, disclosure by transmission, erasure or destruction of your personal data.

We may process the following categories of personal data about you, depending on our relationship with you:

1. Personal details including but not limited to name, title, mobile number, corporate/personal email address, date of birth, emergency contact details, photographs, signatures.
2. National ID details including but not limited to Passport number, driving license, national identification numbers such as PAN, Aadhaar.
3. CCTV footage and other data obtained through electronic means.
4. Financial details including but not limited to bank account number, cancelled cheque
4. Financial details including but not limited to bank account number, cancelled cheque.
5. Place of stay, Hotel name and address.

We will only use your personal data for the purposes for which we collected it. We will keep and use it to enable us to run the business and manage our relationship with you effectively, lawfully and appropriately, whilst you are associated with us, and after our association ends. If you fail to provide this data, we may not be able to fulfil our contractual obligation, or we may be prevented from complying with our legal obligations.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us, by emailing us on data.protection@aragen.com.

We may share your personal/special categories of data with third parties, other ARAGEN entities and internal group companies. We require third parties and other entities to respect the security of your data and to treat it in accordance with our instructions, and in a way that is consistent with and which respects the laws on data protection.



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We have put in place measures to protect the security of your data. We have established procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

In certain circumstances, you have the right to request from us:

- (a) access to your personal data,
- (b) rectify or erase your personal data,
- (c) restrict processing your personal data,
- (d) object to processing your personal data,
- (e) request for data portability and
- (f) right to object to automated decision-making and profiling.

We may refuse to comply with the request if your request for exercising your rights is clearly unfounded. You have the right to lodge a complaint at any time to the regional supervisory authority for data protection issues.

If you have any questions about this Notice or how we handle your personal data, please contact us at data.protection@gvkbio.com.