

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

1. INTERPRETATION

1.1. In these Conditions:

Anti- Slavery Laws: means any Applicable Laws pertaining to modern slavery (child labour, human trafficking, bonded or involuntary labour);

Applicable Law: means, in relation to the Customer and/or the Supplier, all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local, national or international, compliance of which is mandatory for the Customer and/or the Supplier, as the case may be;

Background Intellectual Property: means any and all Intellectual Property Rights that are not Foreground Intellectual Property, owned or controlled by a party or licensed to a party prior to entering into the Contract;

Business Day: means a day other than a Saturday, Sunday or a public holiday in India;

Conditions: means the terms and conditions set out in this document as amended from time to time in accordance with Condition 24;

Confidential Information: means any commercial, financial or technical information, information relating to the Goods, the Customer Materials, plans, processes, knowhow, designs, trade secrets, software and market opportunities which is obviously confidential in nature or has been identified as confidential, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;

Contract: means the contract between the Customer and the Supplier for the supply of Goods in accordance with Condition 2;

Customer: means the relevant Lucy entity as set out in the Order.

Customer Materials: means all materials, equipment, tools, drawings, Specifications and data supplied by the Customer to the Supplier;

Force Majeure Event: means an event or sequence of events beyond a party's reasonable control (after exercising reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract such as an act of God, fire, flood, lightning, earthquake, or other natural disaster; war, riot or civil unrest; strike, lock out, lockdown or boycott or other industrial action except (i) strikes or other industrial disputes involving the Supplier's or its suppliers' workforce; or (ii) any delay or default by a sub-contractor or sub-supplier of the Supplier for reasons that are not caused by a Force Majeure Event.

Foreground Intellectual Property: means all Intellectual Property Rights and other matter capable of being the subject of intellectual property rights that is conceived, first reduced to practice or writing or developed in whole or in substantial part in the course of the Contract;

Goods: means the goods (or any part of them) set out in the Order;

Group: means in relation to a company, that company, its subsidiaries, its holding companies and their respective subsidiaries ("holding company" and "subsidiary" shall have the same meaning as in section 2(46) and section 2(87) of the Companies Act, 2013, respectively);

GST or Goods and Services Tax: means goods and services tax under the relevant central and state legislations and Applicable Laws or any other similar scale or fiscal tax applying to the sale of the Goods.

Intellectual Property Rights: means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Location: means the address or addresses for delivery of the Goods as set out in the Order;

MS Offence: means an offence under Anti-Slavery Laws;

Order: means the Customer's order for the supply of Goods, as set out in the Customer's purchase order form, or in the Customer's written acceptance of the Supplier's quotation, as the case may be.

Price: has the meaning given in Condition 3.1;

Specification: means any specification for the Goods (including any relevant plans or drawings) provided by the Customer to the Supplier or produced by the Supplier and agreed in writing by the Customer;

Supplier: means the person or firm from whom the Customer purchases the Goods; and

Supplier Personnel: means all employees, officers, staff, other workers, agents, subcontractors and consultants of the Supplier, its Group and any of their sub-contractors who are engaged in the performance of the Contract from time to time.

1.2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3. Any phrase introduced by the terms "including", "include", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4. Any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions.

1.5. Words in the singular include the plural and vice versa.

1.6. A reference to writing or written includes emails.

2. BASIS OF CONTRACT

2.1. These Conditions apply to and form part of the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2. No variation of these Conditions or to an Order or to the Contract shall be binding unless expressly

- agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier respectively.
- 2.3. The Order constitutes an offer by the Customer to purchase the Goods from the Supplier in accordance with these Conditions and any other terms and conditions as may be specified by the Customer in the relevant Order.
 - 2.4. An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier or cancelled at any time by the Customer in accordance with Clause 5.1 below. If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
 - 2.5. The Order shall be deemed to be accepted on the earlier of:
 - 2.5.1. the Supplier issuing written acceptance of the Order; or
 - 2.5.2. any act by the Supplier which the Customer (acting reasonably) believes is consistent with acceptance of the Order,
 - 2.5.3. the Customer's written acceptance of the Supplier's quotation for the relevant Good,
 at which point and on which date the Contract shall come into existence.
- ### 3. PRICE
- 3.1. The price for the Goods shall be the price set out in the Order or where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by the Customer before the date the Order is placed (**Price**). No increase in the Price may be made by the Supplier after the Order is placed by the Customer.
 - 3.2. All Prices are fixed and inclusive of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- ### 4. PAYMENT
- 4.1. The Supplier shall invoice the Customer in accordance with the terms stated in the Order or, if later, the Customer's acceptance of the Goods unless specified otherwise..
 - 4.2. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant Order number, a detailed description of the Goods, an individual reference number for the Customer to quote with remittance of payment, the Price, the amount of any applicable GST.
 - 4.3. The Customer shall pay each validly submitted invoice within ninety (90) days of receipt, except where the Customer disputes the invoice, in which case:
 - 4.3.1. to the extent permitted by law, the Customer may withhold payment of the disputed part of the relevant invoice pending resolution of the dispute; and
 - 4.3.2. if the resolution of the dispute determines that the Customer may pay an amount to the Supplier, the Customer must pay that amount within 15 (fifteen) days from the date of resolution of the dispute.
- 4.4. GST shall be charged by the Supplier and paid by the Customer at the applicable rate at the time the invoice was raised.
 - 4.5. The Customer may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Customer to the Supplier.
 - 4.6. Time for payment is not of the essence.
 - 4.7. A payment made pursuant to the Contract will not be taken or construed as proof or admission that the Goods supplied were to the satisfaction of the Customer but will only be taken to be payment on account.
- ### 5. CANCELLATION
- 5.1. The Customer shall have the right to cancel the Order for the Goods or for any part of the Goods.
 - 5.2. In relation to any Order cancelled or part-cancelled under Condition 5.1, on receipt of validly issued and properly documented evidence, the Customer shall pay for that part of the Price which relates to the Goods that have been commissioned for the Customer (providing that such Goods cannot be used for any other orders) in addition to the costs of materials which the Supplier has purchased to fulfil the Order for the Goods which cannot be used for other orders or be returned to the Supplier's supplier of those materials for a refund.
 - 5.3. To the maximum extent possible, the Supplier shall mitigate all costs relating to the Order immediately upon receipt of cancellation under this Condition 5.
- ### 6. DELIVERY
- 6.1. The Supplier shall deliver the Goods:
 - 6.1.1. on the date specified in the Order or, if no such date is specified, then within fourteen (14) days of the date of the Order;
 - 6.1.2. to the Location; and
 - 6.1.3. during the Customer's normal hours of business on a Business Day, or as instructed by the Customer.
 - 6.2. Delivery of the Goods shall be completed on acceptance of the Goods at the Location in accordance with Condition 7 and any other terms stated in the Order.
 - 6.3. The Supplier shall ensure that:
 - 6.3.1. the Goods are properly packed and secured in such manner as to enable them to reach the Location undamaged and in full working order;
 - 6.3.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 6.3.3. if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
 - 6.4. Time of delivery is of the essence. If the Supplier fails to deliver any of the Goods by the date specified in

Condition 6.1.1, the Customer shall (without prejudice to its other rights and remedies) be entitled, at the Customer's sole discretion, to:

- 6.4.1. terminate the Contract in whole or in part;
 - 6.4.2. purchase the same or similar Goods from another supplier;
 - 6.4.3. refuse to accept the delivery of any more Goods under the Contract;
 - 6.4.4. have any sums refunded where the Customer has paid in advance for Goods which have not been delivered by the Supplier; and/or
 - 6.4.5. recover from the Supplier all costs and losses incurred by the Customer resulting from the failure in delivery, including the amount by which the price payable by the Customer to acquire those Goods from another supplier exceeds the price payable under the Contract and any loss of profit.
- 6.5. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods shall be delivered in instalments, they may be invoiced and paid for separately. Failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in Condition 6.4.
- 6.6. The Supplier shall retain complete and accurate records of deliveries and shall allow the Customer to inspect such records if requested.

7. ACCEPTANCE, REJECTION AND INSPECTION

- 7.1. The Customer shall not have accepted, or be deemed to have accepted, the Goods until the Acceptance Conditions are fulfilled.
- 7.2. The **Acceptance Conditions** are that:
- 7.2.1. the Goods and delivery note have been delivered to the Location;
 - 7.2.2. all pre-delivery and post-delivery acceptance tests and inspections have been completed to the satisfaction of the Customer at its sole discretion (acting reasonably); and
 - 7.2.3. the Customer has notified the Supplier in writing that the Goods have been delivered in full compliance with the Order and the Contract including this Condition 7.
- 7.3. The Customer shall be entitled to reject any Goods which are not in full compliance with the terms and conditions of the Contract and:
- 7.3.1. Require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense in such time frame as the Customer may stipulate; or
 - 7.3.2. Require the Supplier to repay the price of the rejected Goods in full (whether or not the Customer has previously required the Supplier to repair or replace the rejected Goods); and
 - 7.3.3. Claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of the Goods that are not in conformity with the terms of the Order and/or the Contract.
- 7.4. If the Supplier fails to promptly repair or replace rejected Goods in accordance with clause 7.3.1 the Customer may, without affecting its rights under Condition 7.3.3 obtain substitute products from a third party supplier, or have the rejected Goods repaired by a third party, and the Supplier shall

reimburse the Customer for the costs it incurs in doing so.

- 7.5. Any acceptance of defective, late or incomplete Goods or payment made in respect thereof, shall not constitute a waiver of any of the Customer's rights and remedies, including its right to reject.
- 7.6. Subject to Clause 7.5, if the Goods are rejected as a result of the Supplier delivering less than ninety-five per cent (95%) or more than one hundred and five per cent (105%) of the quantity of Goods ordered, the Supplier shall promptly and at its own costs, arrange for redelivery of the correct volume.
- 7.7. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the invoice for those Goods must correspond with actual quantity of Goods delivered.
- 7.8. Any rejected Goods shall be returnable at the Supplier's risk and expense.
- 7.9. The Customer may require pre-delivery and/or post-delivery acceptance tests to be performed or to be carried out, at the Customer's option, either by the Customer or the Supplier, and the results of the tests shall be made available to the Customer.
- 7.10. Any inspection or testing of the Goods shall not be deemed to be acceptance of the Goods or a waiver of any of the Customer's other rights and remedies, including its right to reject.
- 7.11. The rights of the Customer in this Condition 7 are without prejudice to the Customer's other rights and remedies under the Contract including those under Condition 9.

8. TITLE AND RISK

- 8.1. Risk in the Goods shall pass to the Customer on the later of:
- 8.1.1. Delivery of the Goods to the Customer as set out in Condition 6; or
 - 8.1.2. The Customer's acceptance of the Goods as set out in Condition 7.
- 8.2. Title to the Goods shall pass to the Customer on the sooner of:
- 8.2.1. Payment by the Customer for the Goods under Condition 4; or
 - 8.2.2. Delivery of the Goods to the Customer under Condition 6.
- 8.3. The passing of title shall not prejudice any of the Customer's other rights and remedies, including right to reject.
- 8.4. Neither the Supplier, nor any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in the Customer or any Specifications or materials of the Customer, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 8.5. The Supplier warrants and represents that it:
- 8.5.1. has, at the time the Contract is made or at the time the title of Goods is to be passed to the Customer, full, clear and unencumbered title to the Goods, and the full, clear and unencumbered right to sell and deliver them to the Customer; and
 - 8.5.2. shall hold such title and right to enable it to ensure that the Customer shall acquire a valid, unqualified title to the Goods and shall enjoy quiet possession of them.

9. WARRANTY

- 9.1. The Supplier warrants and represents that it shall:
 - 9.1.1. have all consents, licences and authorisations necessary to supply the Goods;
 - 9.1.2. ensure that the Goods and any parts thereof do not infringe any Intellectual Property Rights;
 - 9.1.3. ensure the Contract is executed by a duly authorised signatory on behalf of the Supplier;
 - 9.1.4. provide high quality documentation for the Goods;
 - 9.1.5. ensure compliance and fulfilment of its obligations in accordance with the Order and the Contract;
 - 9.1.6. observe, and ensure that the Supplier Personnel observe, all health and safety rules and regulations and any other security requirements that apply to the Location;
 - 9.1.7. ensure that the Supplier Personnel use reasonable care and skill in supplying the Goods;
 - 9.1.8. keep the Customer fully informed of all activities concerning the Goods and provide the Customer with activity reports on reasonable request; and
 - 9.1.9. conduct such tests, including pre-delivery and post-delivery acceptance tests and inspections, in relation to the Goods prior to delivery or performance as the Customer may require at its sole discretion, acting reasonably;
- 9.2. The Supplier warrants and represents that the Goods shall for a period of sixty (60) months from acceptance (**Warranty Period**):
 - 9.2.1. conform in all material respects to any sample, and to the quality and description of the Specification;
 - 9.2.2. comply with all Applicable Laws, standards and best industry practice;
 - 9.2.3. be of merchantable quality within the meaning of the Sale of Goods Act 1930;
 - 9.2.4. be reasonably fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment; and
 - 9.2.5. be free from material defects in design, materials and workmanship.
- 9.3. The Supplier agrees that the approval of the Customer of any design or Specification provided by the Supplier shall not relieve the Supplier of any of its obligations under this Condition 9.
- 9.4. The Supplier warrants and represents that it understands the Customer's business and needs.
- 9.5. If the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's obligations under Conditions 9.1 and 9.2, the Customer shall inform the Supplier and the Customer shall be entitled to exercise one or more of the following rights:
 - 9.5.1. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

- 9.5.2. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 9.5.3. to require the Supplier to remedy, repair, replace, correct, or re-perform any such Goods within ten (10) Business Days of being requested to do so, or to provide a full refund of the price of the rejected Goods;
 - 9.5.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 9.5.5. to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute Goods from a third party; and/or
 - 9.5.6. to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with Conditions 9.1 and 9.2.
- 9.6. The provisions of these Conditions shall apply to any Goods that are remedied, repaired, replaced, corrected or re-performed with effect from the date of acceptance of the remedied, repaired, replaced, corrected or re-performed Goods.
 - 9.7. The Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in the Sale of Goods Act 1930, section 15 to 17.
 - 9.8. The Customer shall be entitled to exercise its rights under this Condition 9 regardless of whether the Goods have been accepted and notwithstanding that the Goods were not rejected following any initial inspection.

10. BUSINESS ETHICS

- 10.1. The Supplier shall:
 - 10.1.1. Comply with the Customer's anti-corruption and anti-bribery policies (copies of which is available on the Customer's website at <https://www.lucyelectric.com/terms-conditions/#accordion-3-0>), as may be updated from time to time (**Business Ethics Policies**); and
 - 10.1.2. Keep at its normal place of business detailed, accurate and up to date records of the steps taken by the Supplier to comply with the Business Ethics Policies. The Supplier shall ensure that such records are sufficient to enable the Customer to verify the Supplier's compliance with its obligations under this Condition.
- 10.2. The Supplier shall comply with all Applicable Laws pertaining to anti-bribery and corruption including having in place adequate procedures to prevent bribery and using all reasonable endeavours to ensure that the Supplier Personnel so comply.
- 10.3. Without limitation to Condition 10.1, Supplier and Supplier Personnel shall not make or receive any bribe or other improper payment or allow any such bribe or improper payment to be made or received on its behalf, and Supplier shall implement and maintain adequate procedures to ensure that such bribes or improper payments are not made or received directly or indirectly on its behalf.
- 10.4. The Supplier shall immediately notify the Customer as soon as it becomes aware of a breach or possible

breach by the Supplier or Supplier Personnel of any of the requirements in this Condition 10.

- 10.5. Any breach of this Condition 10 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle the Customer to immediately terminate the Contract by notice under Condition 16.1.1.

11. ANTI-SLAVERY

- 11.1. The Supplier undertakes, warrants and represents that:

11.1.1. neither the Supplier nor any of the Supplier Personnel has:

- (i) committed an MS Offence;
- (ii) been notified that it is subject to an investigation relating to an alleged MS Offence or prosecution under any Anti-Slavery Laws; or
- (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MS Offence or prosecution under any Anti-Slavery Laws;

11.1.2. it shall comply with the Anti-Slavery Laws and the Customer's Anti-Slavery and Anti-Trafficking Policy (a copy of which is available on the Lucy Group website), as may be updated from time to time;

11.1.3. it has implemented due diligence procedures to ensure compliance with the Anti-Slavery Laws in its business and supply chain, and those of the Supplier Personnel, results of which will be made available to the Customer on request at any time throughout the Contract; and

11.1.4. it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of the Supplier Personnel have breached or may potentially breach any of Supplier's obligations under Condition 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations with any supporting documentation or evidence as may be available.

- 11.2. Any breach of this Condition 11 by the Supplier shall be deemed a material breach of the Contract that is not remediable and shall entitle the Customer to immediately terminate the Contract by notice under Condition 16.1.1.

12. COMPLIANCE

- 12.1. In performing its obligations under the Contract, the Supplier (including all Supplier Personnel) shall comply with:

12.1.1. all Applicable Laws;

12.1.2. the Lucy Electric Supplier Code of Conduct (as amended from time to time) found at <http://www.lucyelectric.com/en/terms-conditions/>; and

12.1.3. if the Customer informs the Supplier that it is applicable, the Lucy Electric Global Supplier Manual (as amended from time to time) found at <http://www.lucyelectric.com/en/terms-conditions/>.

- 12.2. The Supplier shall permit the Customer and its representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of Conditions 10, 11 and 12, to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier Personnel to audit the Supplier's compliance with its obligations under the Contract. The Supplier shall give all necessary assistance to the conduct of such audits during the [term of the Contract.

13. INTELLECTUAL PROPERTY RIGHTS

All Background Intellectual Property used in connection with the Contract and/or Goods shall remain the property of the party who owns it or the third party who licenses it to that party. Any Foreground Intellectual Property shall vest in and remain at all times the property of the Customer and such Foreground Intellectual Property may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such Foreground Intellectual Property, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such Foreground Intellectual Property in the Customer, and to enable the Customer to defend and enforce its Intellectual Property Rights in such Foreground Intellectual Property, and the Supplier shall at the Customer's request, waive or procure a waiver of all applicable moral rights.

14. INDEMNITY AND INSURANCE

- 14.1. The Supplier shall keep the Customer indemnified from and against any losses, damages, liability, costs (including legal fees), and expenses which the Customer may suffer or incur directly or indirectly as a result of any:

14.1.1. actual or alleged infringement by the Supplier or its Group of a third party's Intellectual Property Rights or other rights arising out of, or in connection with, the use, manufacture, or supply of the Goods (**IPR Claim**);

14.1.2. any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier or Supplier Personnel;

14.1.3. any claim made against the Customer by a third party arising out of or in connection with the Goods not being compliant with the requirements of Applicable Laws; and

14.1.4. any claim made against the Customer by a third party arising out of, or in connection with the Goods to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier or Supplier Personnel.

- 14.2. If any IPR Claim is made or is reasonably likely to be made against the Customer, the Supplier shall promptly and at its own expense either:

14.2.1. procure for the Customer the right to continue using and possessing the relevant Intellectual Property Rights; or

14.2.2. modify or replace the infringing part of the Intellectual Property Rights and without

adversely affecting the functionality of the Intellectual Property Rights as set out in the Contract so as to avoid the infringement or alleged infringement,

provided that if, having used reasonable endeavours, neither of the above can be accomplished on reasonable terms, the Supplier shall (without prejudice to the indemnity above) refund the price paid by Customer in respect of the affected Intellectual Property Rights.

- 14.3. For the duration of the Contract and for a period of one (1) year thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, Goods in transit insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 14.4. The Supplier shall notify the Customer immediately of any cancellation of a relevant insurance policy and of any change to the policy which affects the Customer's interests.
- 14.5. This Condition 14 in its entirety shall survive the termination of the Contract.

15. CONFIDENTIALITY

- 15.1. The Supplier shall keep confidential all Confidential Information of the Customer and any member of the Customer Group and shall only use the same as required to perform the Contract. The provisions of this Condition shall not apply to:
- 15.1.1. any information which was in the public domain at the date of the Contract;
- 15.1.2. any information which comes to the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 15.1.3. any information which is independently developed by the Supplier without using information supplied by the Customer or any member of the Customer's Group; or
- 15.1.4. any disclosure required by law, a court of competent jurisdiction or a regulatory authority or otherwise by the provisions of the Contract.
- 15.2. This Condition shall remain in force for a period of five (5) years from the date of the Contract and, if longer, three (3) years from termination of the Contract.
- 15.3. The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

16. TERMINATION

- 16.1. Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier:
- 16.1.1. commits a material breach of the Contract which is not remediable;
- 16.1.2. commits a material or persistent breach of the Contract which is remediable, but not remedied within fourteen (14) days of receipt of notice in writing of the breach;

- 16.1.3. stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;
- 16.1.4. is unable to pay its debts either within the meaning of the Insolvency and Bankruptcy Code, 2016 or if the Customer reasonably believes that to be the case;
- 16.1.5. becomes the subject of a company voluntary arrangement under Applicable Laws;
- 16.1.6. becomes subject to a moratorium under the Insolvency and Bankruptcy Code, 2016, a restructuring plan or a scheme of arrangement under the Companies Act, 2013;
- 16.1.7. has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- 16.1.8. has a resolution passed for its winding up;
- 16.1.9. has a petition presented to any court for its winding up or an application is made for an administration order, or any winding up or administration order is made against it;
- 16.1.10. is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven (7) days of that procedure being commenced;
- 16.1.11. has a freezing or injunctive order made against it;
- 16.1.12. is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title to those items;
- 16.1.13. is subject to any events or circumstances analogous to those in Conditions 16.1.3 to 16.1.12 in any jurisdiction
- 16.1.14. violates any Applicable Law, or commits any criminal act, fraud, negligence or wilful misrepresentation;
- 16.1.15. is placed on a sanctions list of the United Nations Security Council; or
- 16.1.16. (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

- 16.2. Without limiting its other rights or remedies, the Customer may terminate the Contract at any time by giving not less than fourteen (14) days' notice to the Supplier, in which case the Customer shall pay the Supplier fair and reasonable compensation for any work in progress on any Goods at the date of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

- 16.3. On termination of the Contract or any part of it for any reason the accrued rights and remedies of the parties (whether under this Contract or under Applicable Law) as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

17. FORCE MAJEURE

- 17.1. A party shall not be liable if delayed in or prevented from performing its obligations due to a Force Majeure Event, provided that it:

- 17.1.1. Promptly notifies the other party of the Force Majeure Event and its expected duration; and
 - 17.1.2. uses best endeavours to minimise the effects of that event.
- 17.2. If such event or circumstances prevents a party from performing its obligations under the Contract for a continuous period exceeding thirty (30) days or a total of more than sixty (60) days over a period of twelve (12) weeks, the non-affected party shall have the right, without limiting its other rights or remedies, to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the affected party. In such an event, the consequences set out in Condition 16.2 shall apply.

18. ASSIGNMENT AND SUBCONTRACTING

- 18.1. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- 18.2. The Customer may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

19. NOTICES

- 19.1. Any notice or other communication required to be given to a party in connection with the Contract shall be in writing and in English, addressed to that party at the address given in the Contract and be signed by, or on behalf of, the party giving it (except for notices sent by email).
- 19.2. Any notice or communication shall be deemed to have been duly received: (i) if delivered personally, when left at the address referred to in Condition 19.1; (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting, (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or (iv) if sent by email, at the time of transmission, or, if this time falls outside the business hours in place of receipt, when business hours resume.
- 19.3. This Condition 19 shall not apply to the service of any proceedings or other documents in any legal action.

20. WAIVER AND CUMULATIVE REMEDIES

- 20.1. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.
- 20.2. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.
- 20.3. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 20.4. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights and remedies provided by law.

21. EQUITABLE RELIEF

The Supplier recognises that any breach or threatened breach of the Contract may cause the Customer irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Customer, the Supplier acknowledges and

agrees that the Customer is entitled to the remedies of specific performance, injunction and other equitable relief without proof of specific damages.

22. SEVERANCE

- 22.1. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 22.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

23. NO PARTNERSHIP

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

24. VARIATION

Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by both parties.

25. GOVERNING LAW AND JURISDICTION

- 25.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of India.
- 25.2. Each party irrevocably agrees that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its existence or subject matter or formation shall be referred to and finally resolved by arbitration as per the provisions of the Indian Arbitration and Conciliation Act, 1996 for the time being in force. The seat and venue of the arbitration shall be Mumbai. The arbitration tribunal shall consist of three arbitrators. One arbitrator each appointed by each party and the third arbitrator being appointed by the first two such appointed arbitrators. The language of the arbitration shall be English. Performance of the Contract shall continue during arbitration proceedings unless the suspension is ordered by the Customer. If any such suspension is ordered by the Customer, all reasonable costs incurred by the Supplier as on date of such suspension occasioned thereby shall be added to the Contract Price. No payments due or payable by either party shall be withheld on account of pending reference to arbitration. Each party shall bear its own internal expenses with respect to such arbitration. The cost of arbitration court proceedings shall be borne in such manner as may be specified in the award of the arbitrators.