

To be read in conjunction with Purchase order

1. Definitions:
 - 1.1 "Approval" shall mean and include the written consent, of the Buyer or their authorized representative on documents / drawings or other Particulars in relation to the Order.
 - 1.2 "Buyer/Company/Eternis" means Eternis Fine chemicals Limited, 1004, Peninsula Tower, 10th Floor, Peninsula Corporate Park, G.K. Marg, Lower Parel, Mumbai 400013, Maharashtra, India including its successors, Affiliates and assigns.
 - 1.3 Confidential information includes any specifications, samples, designs, formulations, trade secrets, financial data or other information that Seller identifies as or otherwise deems confidential and discloses to the Seller but shall not include any information which was already in public domain
 - 1.4 "Delivery Dates" shall mean the dates stated in the Order on which the Seller must have commenced /projected / completed the respective documentation / activities for the Supplies / Services in whole or in specified parts at the place specified therein.
 - 1.5 "Order" shall mean written purchase order duly signed and/or digitalized signed with all the terms and conditions thereof including all the documents, drawings, exhibition and attachment mentioned therein along with any supplements and amendments thereto.
 - 1.6 "Purchase Price" shall mean the price, as stipulated in the Order, to be paid by Buyer to Seller and shall represent the full compensation payable by Buyer to Seller for supply of Goods or services and satisfactory Compliance of all the Seller's obligation under the Order.
 - 1.7 "Seller/Service provider/Contractor/Supplier" mean the natural or juristic person (firm, company or any legal establishment including its various agents & Sub-sellers) with whom the Buyer has placed the Order.
 - 1.8 "Services" shall mean physical installation, testing, commissioning, operating, training & any other manpower assistance regarding the Subject of Order to be rendered /supplied by the Seller to the Buyer.
 - 1.9 "Site" means the location where material/plant shall be erected or supplied and the surrounding area if any designated by the Buyer as part of the site.
 - 1.10 "Supplies/Goods" shall mean and include all equipment, hardware, materials of any nature, software, drawings, design & data and any item along with all its parts, accessories to be supplied by the Seller under the order.
 - 1.11 "Work" shall mean and include all the activities by Seller after the placement of order for the Subject of Order.
2. Effectiveness of the Order:
 - 2.1 The Order is effective only if it is issued in Buyer's order form duly signed by the Buyer's authorized signatories and/or digitalized signed and issued by Buyer to Seller via any mode of written communication.
 - 2.2 The Seller shall without any delay carefully review the Order with regard to any errors/discrepancy shall inform to the Buyer in writing without any delay. This intimation shall communicate to Buyer within 2 working days from the date of issue of Order else it shall be deemed acceptance from seller.
3. Scope of Supply and Execution of the Subject of Order:
 4. The Subject of Order as specified in the Order and its attachments, latest specifications & drawings given to Seller at the time of inquiry shall be delivered completely along with the technical documentation necessary for erection, installation, commissioning, operation and maintenance.
5. Sub-Contract/Order:
 - 4.1 The Seller shall not transfer or assign the Order or any part thereof, without prior written consent of Buyer other than the purchase of bought-out items normally purchased from outside sources Price:
 - 5.1 Price shall be as per the basis specified in the Enquiry / Order Price (excluding taxes & duties) shall remain fixed and firm without any escalation until the complete execution of the Order. No increase in price on any account whatsoever including exchange rate custom duty variations, increase in wages, labour rates, fuel prices, toll charges, technical scope etc. shall be admissible unless agreed with Buyer in written.
6. Taxes and Duties:
 - 6.1 Goods and Service Tax (herein after called as "GST") shall be payable additionally over the Purchase basic Price. Seller shall provide to Buyer all necessary documentation to complete the sale transaction and to avail tax credits/concession, if any. Documents pertaining to GST, i.e., invoice, lorry receipt etc., shall be as per Buyer's requirements to avail the available benefits. Buyer shall recover along with interest if Buyer is unable to avail tax credits/concessions due to any fault of the Seller
7. Payment:
 - 7.1 Payment will be made in accordance with payment terms mentioned in Order.

- 7.2 Upon request of the Buyer, the Seller shall provide all the required documents including "Cancelled cheque", Bank certificate for Bank account details etc to enable Buyer at its option to make payment through any mode other than Cheque payment
- 7.3 Proforma Invoice required in case of advance payment and along with Advance Bank Guarantee (ABG) as per agreed payment terms (If applicable as per PO terms).
- 7.4 ABG and PBG (Performance Bank Guarantee) shall be as per Eternis approved format only and shall be submitted in original. Such ABG and PBG shall be issued by reputed Banks which are acceptable to Eternis.
- 7.5 The invoice should be prepared strictly in accordance with Order terms and shall have all mandatory details as required by applicable laws including but not limited to Eternis GSTN 27AAACH3757J1ZE and HSN/Service codes for material and services supplied, and other compliances related to GST and other applicable laws.
- Documents to be submitted to along with material are as follows:
- i) Original Invoice (Two set)
 - ii) PO Copy
 - iii) Original Lorry Receipt
 - iv) E Way Bill and E Invoice (as applicable)
 - v) Delivery Challan
 - vi) Detailed Packing list identifying contents of each package.
 - vii) Copy of Inspection or test certificates, operating manual etc (3 Sets)
 - viii) Manufacturer's/Seller's guarantee/warranty certificate.
 - ix) Any other document forming part of the Order.
- Material will not be unloaded unless supported by above mentioned documents.
- Documents to be submitted to along with material are as follows in case of Import :
- i) Original Invoice (Two set)
 - ii) Packing list.
 - iii) Bill of lading / Air way bill
 - iv) Certificate of Origin
 - v) Certificate of Analysis.
 - vi) Certificate of Insurance (in CIF shipments)
 - vii) Any other document forming part of the Order.
8. Liquidated Damage for Delay:
- 8.1 The Delivery Dates being an essential condition of this Order, if the Seller fails to meet the Delivery Dates vide the Order; the Seller shall be paid after deducting the amount after applying applicable Liquidated Damage and upon receipt of credit note against applicable LD.
9. Guarantee and Warranty:
- 9.1 The Seller warrants that the equipment, machinery and materials delivered by Seller will be free from any defects resulting from faulty material or workmanship for a period of 12 months from the date of commissioning of the plant or 18 months from the date of delivery of all ordered Goods, whichever is later. In case of any defects arise solely attributable to Seller, Seller shall replace or repair the material or services supplied or performed by them free of cost during aforesaid warranty period within agreed timeline with Buyer.
- 9.2 The Seller warrants that it has necessary right, title, license and authority to enter into the Order and to perform all the obligations hereunder and materials supplied are free of any license, encumbrances or defects to the materials supplied and it does not infringe any patent, trademark
- 9.3 The Seller further warrants that the material/service supplied are of merchantable quality and fit for their intended or implied purpose and free of defects (s0
10. Substitution or Wrong Supplies:
- 10.1 In case of unauthorized substitution or materials delivered by error or of wrong description or defective quality or supplies in excess of the quantity ordered, rejected supplies shall be taken back and replace by the Seller at his own expense within 7 days after due notification to Seller.
11. Termination:
- The Buyer also reserves the right to cancel the Order in part or in toto if the Seller do not agreed to deliver material/services as per Company specifications, standard or poor progress resulting unexpected delays in delivery as per delivery dates.
12. Delivery Dates & Progress Status:
- 12.1 Timely completion is an essential condition of the Order. The Seller shall adhere to the Delivery Dates by all means. Within seven days of receiving the Order, the Seller shall submit to Buyer a clear progress schedule for the Subject of Order for Buyer's approval. Any revision to this progress schedule shall be updated by Seller without delay and shall be notified immediately to the Buyer.
- 12.2 Buyer shall communicate any change in delivery schedule separately through email.
13. Expediting and Inspection:
- 13.1 Seller shall carry out inspection and tests at its own expense and issue the related certificates to the Buyer as per PO/agreement. Seller shall issue notice to Buyer for inspection 7 days prior to the proposed date of inspection.
- 13.2 In the event of any defects becoming apparent during inspection and/or testing, the Seller shall at his own expense rectify such defects as per report/Buyers' instructions/specifications.
14. Packing & Forwarding:
- All equipment including its accessories & spares shall be adequately packed in damage free conditions to enable proper transportation till Eternis site. In case of short receipt/Damage of goods, Seller shall immediately deliver short supplied Goods/replace damaged material

to Buyer at no extra cost or submit credit note of short receipt material as per Buyer's instructions.

15. **Indemnity:**

Seller shall indemnify company and company's every employee, Directors, consultants etc against all actions, proceedings, claims, demands, costs and expenses arising out of or in connection with the matters of safety &/or security of employees, agents &/or properties of any affected party &/or violation of any law, rules &/or any failure by Seller in the performance of contractor's obligation under this order.

16. **Code of Business Conduct requirement.**

Seller represents and warrants that he has understand, complies and shall comply with in full at all times with Eternis's Code of Business conduct. which may be amended from time to time and available at website of the company under the tab of Corporate Governance.

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17. **Environmental, Health, Safety and Social liability and labour laws**

Seller represents and warrants that it complies and shall comply with in full of all applicable laws throughout the term of agreement. Seller to follow all the safety standards and requirements of Buyer. Cost of safety requirement shall be inclusive in the seller prices and not compensate separately for reason whatsoever.

18. **Confidentiality**

Seller acknowledges that the Confidential information received from Buyer or developed by Seller as per instruction of Buyer is exclusive property of the Buyer.

Seller to hold the Confidential information on a confidential basis and not to use the Confidential information either directly or indirectly for any other purpose than for the performance of the obligation towards Buyer.

The Seller shall not without Buyers written consent disclose the Confidential information to its employees, representatives and agents, third party except for the purpose of the Order. The Seller shall remain responsible for any breach of confidentiality obligations by its employees, representatives and agents.

19. **Remedies**

If the Seller fails to perform in accordance with the Order or is in the breach thereof ("Breach") and without prejudice to any other rights or remedies Buyer may have under the Order or otherwise, Buyer shall have the right, at its option to : (i) require the Seller to promptly cure such Breach by delivering confirming Goods at no additional charge or expense to Buyer; (ii) source the Goods from a third party supplier with the Seller to bear

the difference between the price paid or payable by Buyer for the Goods and the price paid or payable by Buyer to that third party supplier; (iii) demand the Seller refund the price paid for the Goods; or (iv) terminate the Order and/or recover all damages, losses, costs and expenses in connection with the Breach. The Seller agrees to comply with any such option exercised by the Buyer.

20. **Force Majeure:**

20.1 Any delay in or failure of performance of this Order by either Party hereto, shall not constitute defaults by such Party or give rise to any claim for damages, if, and to the extent of such delay or failure of performance is caused by acts of God, war, invasions, revolution, civil commotion, natural disasters like flood, severe earthquake, typhoon and cyclones, plague and epidemic, embargoes, nationwide strikes.

20.2 The Party so affected by an event of Force Majeure shall notify the other Party of the occurrence thereof within fifteen (15) days of its commencement, specifying the matter constituting Force Majeure and with evidence of its adverse effect on performance of Order.

20.3 Except as provided below, neither Party shall by reason of any event of Force Majeure be entitled to terminate this Order, nor shall either Party have any claim for damages against the other in respect of such non-performance or delay in performance.

20.4 The application and performance of this Order shall be governed by and construed in accordance with the laws of the Republic of India excluding its conflicts of laws provisions which would refer construction hereof to the laws of another jurisdiction.

21. **Arbitration:**

21.1 If at any time, any question, dispute or difference whatsoever arises between Buyer and Seller, during performance of their obligations in accordance with this Order, Buyer and Seller shall use their best efforts to settle such question/s, dispute/s or difference/s amicably by mutual negotiations.

21.2 If at any time there should be any question, dispute or difference between the parties in respect of any matter arising out of or in relation to this Agreement and which are not settled amicably by mutual dialogue and consent, either party may give to the other party thirty (30) days written notice of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a single arbitrator if mutually agreed to by the Parties, otherwise by two arbitrators, one to be nominated by each Party and the two nominated arbitrators shall appoint the third arbitrator who will act as a presiding Arbitrator.

21.3 The Arbitrators shall before proceeding with reference, appoint a third presiding Arbitrator. The award of arbitrators shall be final and binding on the parties. This reference to the arbitrators shall be deemed to be a reference under the provisions of Indian Arbitration &

Conciliation Act, 1996 with its latest amendment or re-enactment thereof that may be made from time to time and actually in force at the time of reference. The venue of arbitration shall be Pune and the cost of arbitration shall be borne by the parties as may be decided upon by the arbitrators or umpire as the case may be.

22. **Jurisdiction:**

This contract shall be subject to exclusive jurisdiction of court in Mumbai, Maharashtra State.

23. **Order confirmation:**

Within 3 calendar days of the receipt of Order, the Seller shall sign, stamp & return the order confirmation form attached to the Order for having accepted the Order without any changes. In the event the Buyer has not received the acceptance / confirmation of Order within 3 calendar days from the date of the Order, Buyer may at his own discretion treat the order as accepted by the Seller without his written confirmation.