

## **General Terms and Conditions of Services**

These General Terms & Conditions of Services ("**General Terms/ these Terms**") shall be incorporated and form an integral part of each purchase order/contract between Praj GenX Limited ("**Company**") and Service Provider ("**Service Provider**") for availing specified services and necessary goods, materials, accessories related assigned work if any. Unless specifically agreed in writing, any terms and conditions specified by the Service Provider whether in writing, by email or any communication such as presentation, quotation, proposal, literature or brochures illustration, reservations regarding timelines, price or exchange rates, notification of objection, including any Service Provider's terms and conditions or otherwise (**Service Provider's Document**) which modify, supplement, or contradict or different from these Terms are expressly rejected by Company and shall not form part of the contract, and shall have no legal or binding effect on the Company. The contract between parties shall be governed exclusively by these Terms and any amendments made in writing and duly authorized by the Company and the Service Provider.

COMPANY and Service Provider shall collectively be referred to as "**Parties**" and individually as "**Party**" under these General Terms.

### **1 DEFINITIONS AND INTERPRETATION**

1.1 As used in these Terms, the following terms shall have the meaning assigned to them as mentioned here under:

- a) "Affiliates" means a Person that directly, or indirectly through one or more intermediaries, owns or controls, is owned or is controlled by, or is under common ownership or control with another Person which includes subsidiary, holding company, group company.
- b) "Company" shall mean Praj GenX Limited, a company incorporated & existing in accordance with the provisions of the Companies Act, 1956/2013 and having its registered office at "Praj Tower" 274 & 275/2, Bhumkar Chowk, Hinjewadi Road, Hinjewadi, Pune 411057, Maharashtra, India.
- c) "Contract" shall mean these Terms together with the Order and all attachments, annexure, appendixes, Specifications, exhibits, technical specification or related agreement(s)/ document(s) executed between the Parties, including any modifications, amendments, replacements thereto.
- d) "Control" means, in relation to a body corporate, the power of a Person to secure that the affairs of the Body Corporate are conducted in accordance with the wishes of that Person:
  - i) by means of the holding of shares of 50% or more, or the exercise of voting powers, in relation to that or any other Body Corporate; or
  - ii) by virtue of any powers conferred by the constitutional or corporate documents regulating that or any other Body Corporate or any other document;
- e) "Body Corporate" means a company or corporation incorporated under the Companies Act, 2013/1956 or under any previous company law, or any company incorporated outside India under the law of its jurisdiction, having a separate legal identity and perpetual succession, but does not include any entity that the Central Government may, by notification, specify as not being a Body Corporate.
- f) "Person" means any natural individual, company, corporation, partnership, limited liability partnership, trust, association, joint venture, governmental authority, or any other legal or unincorporated entity, whether acting individually or jointly.
- g) "Damage(s)" shall mean any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, costs and expenses, including without limitation interest, penalties, reasonable attorneys' fees, amounts paid in settlement of any claim or litigation, any and all expenses incurred by the Company under this General Terms or Order whether towards investigating, preparing or defending against any litigation, commenced or threatened, or any claim of the third party whatsoever or otherwise.
- h) "Deficiency" shall mean any shortcoming or defects or delays or imperfection in the work or any part thereof that the Service Provider has provided, rendering them non-compliant with the Contract or Order or Specifications. This includes rejection of Work by the Company and issues like poor workmanship, delayed performance, faulty services, or failure to adhere to specified designs or standards, non-conformity of the Specifications, error in the Work, breach of instructions of the Company or its Customer, failure to comply with applicable laws/ regulations, statutory guidelines, circulars, which may be incurred during the execution of Work.
- i) "Effective Date" means the date of the Letter of Intent (LOI)/purchase order issued by the Company to the Service Provider whichever is earlier.

- j) "End Customer" means the final purchaser, client of the Company, or user of the Goods and/or Services, whether an individual, company, or other entity, for whom the Company procures such Goods and/or Services under the Order, and to whom the Company directly or indirectly supplies, delivers, or makes available the same. End Customer may also be referred to as End user.
- k) "Order" shall mean the Purchase Order/ Service Order issued by the Company to Service Provider in respect of procurement of services, scope of work assigned to Service Provider containing delivery date, quantity and maximum amount payable by Company including any modifications, amendments, replacements thereto.
- l) "Specifications" means the portion of the Contract describing the scope of Work, details of services including without limitations the deliverables to be rendered by the Service Provider, quality standards, quantity, parameters, timelines, performance requirements/testing, technical specifications, order specifications, document and non-technical requirements, specified parameters related to any portion of scope of the Work. Should any conflict occur between the Specifications and any other provision of the Contract, the Specifications shall take precedence only when and to the extent that such application does not result in any way in the dilution or diminution of the rights or benefits of the Company under the Contract.
- m) "Service Provider" shall mean the person, proprietor, and partnership, Limited Liability Company, firm, corporation or other entity to whom/which the Order is issued.
- n) "Staff" means Service Provider's personnel, agents, representatives and employees whether permanent, temporary, contractual, or otherwise engaged for the completion of work.
- o) "Undisputed Invoice" means an invoice raised by the Service Provider towards the performed Work which is accepted by the Company and such invoice is complete, accurate, supported by all required documentation as per the terms of the Contract and accepted by the Company without any written notice to the Service Provider for dispute, differences relating to the Work, contract price or other contractual compliance.
- p) "Work" means the scope of work assigned to the Service Provider which is specified in the Order and/or Specifications including both the permanent work and the temporary work. It includes all Service Provider's deliverables, services, activities, or outputs provided to deliver value to the Company through expertise, experience, labor, or specialized skills, which may require the supply of goods, materials, accessories, instruments, etc. if necessary. Further this would cover engagement of services including without limitations i) procurement of services like manpower, IT, software's, insurance, ii) repairs, replacement of any parts/equipment, iv) maintenance of equipment /materials, v) consultancy, advisory, or other professional services vi) conducting research, studies, surveys for specified area vii) engagement of dealers, consultants for business development, etc.

1.2 In these Conditions, the following rules apply:

- a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b) a reference to a party includes its successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory 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;
- d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- e) a reference to writing or written includes faxes and e-mails; and
- f) a reference to the singular includes a reference to the plural and vice versa.

## 2 BASIS OF CONTRACT

- 2.1 The Contract contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous communications, discussions, understandings between the Parties with respect thereto.
- 2.2 The Order constitutes an offer by the Company to engage Service Provider for completion of Work in accordance with these Terms.
- 2.3 The Service Provider shall be deemed to have accepted the Order and all terms and conditions contained therein upon the earlier of: i) Service Provider's written acceptance of Order within 10 calendar days from the date of receipt of Order or ii) commencement of performance of any part of Work by the Service Provider, or iii) Service Provider's any conduct which recognizes the existence of a contractual relationship in respect of the Order. Any failure by the Service Provider to provide written acknowledgment within the aforesaid period shall

not affect the validity of the Order, and in such event the Service Provider's commencement of performance or omission shall constitute irrevocable and binding acceptance of the Order and the Contract, including all terms and conditions thereof. The Company may withdraw Order any time before Service Provider's acceptance of the Order.

- 2.4 In the event of a conflict between General Terms, the Contract and the Order, these General Terms shall control, except to the extent of the parties have executed any special conditions or agreement on mutually agreed terms and conditions.
- 2.5 Reference of the Order or Contract or General Terms in any Service Provider's Document shall in no way constitute a modification of any of the Order or Contract.
- 2.6 The Service Provider acknowledges and agrees that the Order or Contract or General Terms does not grant the Service Provider any exclusive right to perform the Work. The Company shall remain free, at its sole discretion, to procure the Goods, material and /or services from other Service Provider's or sources at any time.

### 3 SCOPE OF SERVICES

- 3.1 The Service Provider shall provide the services for the duration as requested by Company. The Contract shall be valid for the agreed duration as provided under the Order. The Company however reserves the right to extend the duration of the Contract for a further period.
- 3.2 The Service Provider shall provide Work as per agreed specifications, quantity, performance requirements and timelines as provided under Order. It is acknowledged and accepted by the Service Provider that, the Work specified may pertain to its Affiliates and the Service Provider has no reservations to perform the same as per the terms of these General Terms.
- 3.3 The Service Provider shall comply with any performance dates specified in Order.
- 3.4 The Service Provider shall assign qualified, competent, skilled and experienced Staff to perform the Work in timely manner without any disruptions or stoppages. In the event of any delays, non -performance by the Service Provider, the Company reserves the right to appoint any other agency for the completion of work at the cost and risk of the Service Provider.

### 4 PRICES, PAYMENTS, AND TAXES.

- 4.1 All prices are fixed which includes all taxes and duties such as GST, cess, expenses for packing, storage transportation, insurance, as applicable and covers any addition, deletion and alterations thereto ("**Contract Price**"). The price and any taxes shall be as specified in the Order. No extra charges of any kind will be allowed unless specifically agreed in writing by the Company.
- 4.2 The Service Provider is deemed to have satisfied itself prior to the Effective Date as to the correctness and sufficiency of the Contract Price. In particular;
  - a) the Service Provider shall be deemed to have received and obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Work;
  - b) by signing the Contract the Service Provider accepts total responsibility for having foreseen all difficulties and costs of successfully completing the Work; and
  - c) the Contract Price will not be adjusted to take account of any unforeseen difficulties or costs.
- 4.3 In case the Service Provider is registered as a "Micro" or "Small" Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006 ("**MSMED Act**") and has provided the Company with a valid Udyam Registration Certificate prior to issuance of the Order, then , the Company shall make payment of Undisputed Invoices within 45 (forty-five) days from the date of acceptance of Work by the Company or the date of deemed acceptance. Such acceptance of the Work by the Company shall be subject to submission of all necessary documents, Bank Guarantee, completion of Company's inspection, testing, etc. No interest, charges, or penalties shall accrue during this period.
- 4.4 Income Tax / Withholding Tax as applicable shall be deducted at the time of any payment and necessary certificate for the tax deducted shall be furnished by the Company to the Service Provider on a financial year basis.

- 4.5 Any increase in costs incurred during the execution of the Work shall be borne solely by the Service Provider, and no claims for price adjustments shall be entertained under any circumstances.
- 4.6 The Service Provider shall be entitled to payment towards Undisputed Invoices for work performed under the terms of Order which shall be subject to a) Company's inspection, testing of contracted Work b) timely submission of applicable documents like statutory returns/ challans, submission of records for statutory compliance, Advance Bank Guarantee (ABG), Performance Bank Guarantee (PBG) by the Service Provider, if any etc. d) receipt of invoice in duplicate along with all necessary supporting documents for status of work, which shall be verified and cleared by the Company.
- 4.7 The Company is not obliged to pay any sum (or interest on such sum) that it disputes in good faith until such sum has been agreed in writing or determined to be properly due to the Service Provider. The parties shall jointly discuss and resolve the dispute within 15 days from the date of dispute.
- 4.8 Any reduction in rate of tax on any Services/Work or the benefit of input tax credit shall be passed on to the Company in its entirety in accordance with Anti-profiteering clause under GST legislation by way of reduction of price.
- 4.9 The Service Provider shall remit the taxes to the government collected from the Company and fill all applicable returns within the prescribed due dates.
- 4.10 The Service Provider shall mention the taxes collected/charged from the Company in its GSTR-1 and GSTR-3. The Company reserves its rights to pay the tax component in the invoices only to the Service Provider, after the Service Provider remits the same to the Government and provides sufficient proof of GST amount charged in the invoice is declared in its GST-1 and GST-3 and payment of taxes has been made.
- 4.11 If any input tax credit (ITC) due to the Company not being received, is short-received or disallowed for any reason, the Service Provider shall promptly reimburse the full shortfall of ITC (including any interest, penalties or fees). Any sums already paid by the Company may be set off against amounts otherwise payable to the Service Provider. The Service Provider shall, within seven (7) days of the Company's request, furnish all documents and information necessary to enable the Company to claim or rectify ITC.
- 4.12 Subject to above, payment to Service Provider shall be made as per the terms of Order and the General Terms. The Service Provider shall submit any other documents which the Company may request prior to the release of the payments.
- 4.13 In all cases other than those covered under clause 4.3, the Service Provider shall grant the Company a credit period of 60 days from the later of (i) the date of acceptance of Work by the Company in accordance with the General Terms, or (ii) the date of receipt of a valid and Undisputed Invoice. No interest, charges, or penalties shall accrue during this credit period.
- 4.14 Invoicing and Payment Process:
- a) Upon completion of entire work, the Service Provider shall issue final invoice to the Company. Each invoice shall be submitted to the Company accompanied by required documents such as (i) written confirmation from the Company as to the completion of the Work; (ii) the supporting documents (including delivery challans, inspection reports, and any other documents) (iii) clearances from the Company in relation to fulfilment of the Service Provider's obligations, (iv) any challan, returns, payment receipts related to compliance of statutory provisions including income tax laws, labour laws (v) supporting documents/ declaration related to handover of necessary tools, accessories, key/licenses, operation and maintenance manuals, drawings/designs and specifications of material, access, manuals, design, source code and other documentation related to the Work.
  - b) Company shall verify the Invoice and required documents against the services rendered, confirm compliance with contractual requirements, and forward the invoice with their certification to its authorized officer for approval and further processing.
  - c) Any Invoice must be submitted within thirty (30) days of the calendar month from the date of acceptance of Work by the Company. In no instance shall Undisputed Invoice be submitted more than forty-five (45) days following the calendar month to which they pertain.

- d) If any discrepancy, deficiency, or non-compliance is identified, authorized officer of the Company shall notify the Service Provider in writing, specifying the reasons for dispute, difference. Invoices so disputed shall be processed for payment only after the Service Provider has rectified the issues to the Company's satisfaction.
  - e) Payment shall be processed only on the basis of invoices duly certified and approved by the Company's authorized officer.
- 4.15 No payments of any amounts or release of any security by the Company to Service Provider shall be deemed or treated as a waiver of any rights or claims of the Company or shall stop or prevent the Company from thereafter making or enforcing any claims or any rights against the Service Provider under the Contract, at law or otherwise in relation to the performance of the Work.
- 4.16 If the Service Provider fails to comply with any of its obligations under the Contract, including but not limited to compliance with applicable laws, regulations, or reporting requirements for the continuous period of 2 months, the Company may, by written notice, suspend all or part of the payments due until such non-compliance is remedied to the Company's satisfaction or regularize the reporting requirements.
- 4.17 The Company may deduct, adjust, retain, or withhold from any sums payable to the Service Provider such amounts as it reasonably determines to be due from the Service Provider, including without limitation Damages, or other recoveries arising from or in connection with the Service Provider's breach of these General Terms or any Order. Such withholding may also cover amounts the Company reasonably anticipates it is likely to incur. Upon final determination of the amount due, the Company shall release to the Service Provider any balance remaining after such deduction. The Service Provider shall have no entitlement to interest on any amounts withheld or delayed under this Clause.
- 4.18 The Company shall be entitled, at its sole discretion and without prejudice to any other rights or remedies available under the Contract or at law, to set off or apply any amounts payable by it to the Service Provider against any amounts due, owing, or reasonably anticipated to become due from the Service Provider to the Company, whether arising under these General Terms, any related Order, or otherwise. The exercise of such right of set off shall not limit or affect the Company's right to recover any balance due from the Service Provider. The Service Provider shall not be entitled to claim any interest or other charges in respect of amounts so set off or withheld.
- 4.19 The Service Provider shall not sell, assign or otherwise transfer, in whole or in part, any book debts, future anticipated debts or other monies owed to it under the Contract to a third party for the purposes of factoring, invoice discounting or any other form of receivables financing, without the Company's prior written consent.

## 5 LIQUIDATED DAMAGES:

- 5.1 The Service Provider acknowledges that, the Work awarded to the Service Provider is specifically made for particular business purpose.
- 5.2 In case of any delays in the delivery of Work due to acts or omission of the Service Provider, the Company will suffer losses, Damages, liabilities, claims, loss of business, opportunity and/or reputation. Therefore, time is of the essence of contract and the Service Provider shall strictly complete the Work within period provided under Order/ Contract.
- 5.3 In the event of any delays by the Service Provider to adhere finally agreed schedule of delivery of Work the Company at its discretion reserves the right to impose liquidated damages at the rate of 1.0% of the Contract Price per week delay till the completion of final acceptance of Work the aggregate Liquidated Damages shall be limited to 10% of the Contract Price (**Liquidated Damages**).
- 5.4 The aforesaid Liquidated Damages is agreed to be a genuine, fair pre estimate of the loss that the Company will suffer as a result of such breach and is not intended as Penalty but intended to remove the cost, uncertainty and complexity of proving actual loss. The above clause is not in waiver of other rights or remedies available to the Company under contract, law or equity and the Company shall always have the right to claim additional amount as towards consequential loss or Damages on account of such breach.

## 6 TRANSFER OF TITLE AND RISK

- 6.1 All rights, title, and interest in and to any deliverables, work product, reports, data, software, or other materials produced or supplied by the Service Provider in connection with the Order ("**Deliverables**") shall vest exclusively in the Company upon work completion or upon payment, whichever occurs first.
- 6.2 Risk of loss of or damage to the Deliverables shall remain with the Service Provider until final acceptance by the Company. The Service Provider shall, at its own cost, repair, replace, or re-perform any Deliverables lost, damaged, or found defective prior to such acceptance.
- 6.3 Nothing in this clause shall affect the Service Provider's ownership of its pre-existing intellectual property, tools, or know-how ("**Service Provider's Background IP**"); however, to the extent any Background IP is incorporated into the Deliverables, the Service Provider hereby grants the Company a perpetual, irrevocable, worldwide, royalty-free license (with rights to sublicense) to use, reproduce, modify, such Service Provider's Background IP as part of the Deliverables.

## 7 QUALITY AND INSPECTION

- 7.1 The Service Provider shall ensure that the Work shall comply with any and all terms and conditions specified in Order, Contract and shall also meet the Specifications.
- 7.2 The Service Provider shall ensure that the Work shall be of good quality, free from Deficiency, in conformance with the Contract, and shall at all times be subject to Company's inspection before acceptance by the Company. Neither the Company's inspection nor failure to inspect shall relieve the Service Provider of any obligations, representations or warranties hereunder. In case of any Deficiency, the Service Provider shall promptly repair, remedy, the same at Service Provider's sole expense. No payment for acceptance of Work by the Company shall constitute a waiver of any of the foregoing nor shall anything herein contained be construed to exclude or limit any of Service Provider's warranties implied by law.
- 7.3 Any scope of work which is not specifically mentioned but materially required for the completion of the Work and/or for safe, trouble-free access to the services shall be performed free of cost to the Company, unless expressly excluded in the Contract.
- 7.4 The Company at any time shall have the right to review, inspect the financial and operational performance of the Service Provider to assess its ability to continue to meet its obligations.

## 8 LIABILITY FOR DEFICIENCY AND ACCEPTANCE OF THE WORK

- 8.1 The Service Provider before final acceptance of Work as per clause 8.4 and/or one year thereafter (**Warranty Period**), shall be liable for rectifying any Deficiency and /or re-performing the Work in the event they do not conform to Specifications. The Company shall notify the Service Provider of any Deficiency which appear with respect to the Work. On receipt of the notice, the Service Provider shall within 5 days remedy the Deficiency or re-perform the Work at its cost and risk without undue delay.
- 8.2 When defects or Deficiency in a part of the Work completed by the Service Provider has been remedied, the Service Provider shall be liable for defects in the repaired or replace part of Work under the same terms and conditions as those applicable to the original Work for the balance period of Warranty Period.
- 8.3 In the event that the Service Provider commits any default including but not limited to a) inaccuracy in Work or b) breach, default or non-fulfilment of any of the representations, warranties or covenants c) voluntarily withdrawal of work d) errors, defects in Work, e) acts or omission in Scope of Work, f) suspension of work, delays/ default/Deficiency towards its obligations g) non-performance of any obligation, and fails to rectify the Deficiency or re-perform Work, within 5 days from the date of written notification by the Company, and such default of the Service Provider continues, then the Company shall have the absolute right, without further notice or obligation to the Service Provider, to engage or appoint any other Service Provider or third party /agency to carry out the necessary remedial work or re-perform the Work, or to take suitable actions. Any Damages, costs, expenses, or liabilities incurred by the Company in this regard shall be solely borne by the Service Provider, and the Company shall be entitled to recover such amounts from the Service Provider without prejudice to any other rights or remedies available under the General Terms or applicable law.

- 8.4 Acceptance of the Work shall be finally completed when: (a) the Service Provider has timely completed the performance of the Work including removal of Deficiency, if any ; and (b) all required testing, inspection, review has been successfully demonstrated by the Service Provider to the Company or appointed agency; and (c) the Work complies with applicable law and all of the requirements of Order, Specifications, and (d) the Service Provider has provided required tools, accessories, key/licenses, access, manuals, design, operation and maintenance manuals, drawings/designs, source code if any and other documentation related to the Work as may be required.
- 8.5 This clause shall survive termination or expiration of Order to the extent necessary to protect the interest of the Company.

## **9 REJECTION OF THE WORK**

- 9.1 The Company has the right to reject the Work which do not conform the Specifications or where the Work ordered for a specific purpose are not of the quality or are unfit for the purpose for which they are intended.
- 9.2 It is the sole responsibility of the Service Provider to have the Work re-performed. In case of any rejection of the Work due to Deficiency, the Company shall be entitled to exercise its rights provided under Clause 8 of General terms
- 9.3 Following provisions shall be applicable in case of any rejection of the Work ;
- a) the Service Provider at its cost and risk shall re-perform Work until the same is comply with the agreed Specifications;
  - b) all sums payable by the Company in relation to Deficiency shall cease to become payable;
  - c) all sums already paid by the Company in relation to the Deficiency shall be repaid by the Service Provider immediately;
- 9.4 Nothing in this clause shall prejudice the Company's rights under Clause 8 of General terms.

## **10 RESPONSIBILITIES OF THE SERVICE PROVIDER**

- 10.1 The Service Provider shall arrange his/its own equipment, tools, and personal protective equipment as may be required for the carrying out obligations under the Contract. The Company may provide required temporary space in its premise for storage of material, tools and equipment , subject to availability.
- 10.2 The Service Provider will be required to make all necessary arrangements for rendering special services even at short notice.
- 10.3 The Service Provider shall maintain sufficient resources including but not limited to number of workers, equipments, materials, tools for efficient discharge and satisfactory performance of the work. In case of any absenteeism or resignation of workers or any resources found to be unsuitable for the Work should be promptly removed and replaced immediately after intimation received from the Company.
- 10.4 the Service Provider shall ensure compliance with discipline and security regulations.
- 10.5 the Service Provider shall submit regular progress report of the work done and other details as may be required by the Company.
- 10.6 No Idle Charges will be paid for Service Provider's Staff.
- 10.7 Additional Work - If any additional work, not falling within the scope of work is assigned to Service Provider, the Service Provider shall be entitled to be paid for such work as per the Company's standard rates for miscellaneous work or market rates prevailing at that work location.
- 10.8 In case of accidents, the responsibility of reporting to various Authorities will be of the Company. However, lodging of Insurance claim and its realization will rest with the Service Provider.
- 10.9 The Service Provider shall be solely responsible for all the acts of its Staff and the Service Provider shall indemnify and keep indemnified the Company against any acts, omissions, claims raised by its employees employed by it for performance of its obligations in terms of the Contract.

- 10.10 The Service Provider shall appoint its representative as the supervisor for the Work to oversee the work and co-ordinate with the Company from time to time.

## 11 DAMAGE TO PROPERTY

- 11.1 During the execution of Work, the Service Provider shall be fully responsible for any loss or Damage to any property of the Company, company resources resulting from any cause whatsoever connected with visit to Company's premises, accessing Company's any facilities, infrastructure, equipment, resources or otherwise. The Service Provider shall replace or rectify any loss or Damage to any property of the Company, company resources, equipment/ Works, free of cost within the time as mutually agreed between the parties.

## 12 INJURY /DEATH OF ANY PERSON

- 12.1 The Service Provider shall take all necessary precautions to ensure the health and safety of all personnel, Staff involved in the Work. The Service Provider shall be fully responsible and agrees to indemnify, defend, and hold harmless the Company, affiliates its respective officers, employees from and against any and all claims, liabilities, Damages, losses, and expenses (including legal fees) arising out of or resulting from injury or death of any person due to the Service Provider and/or its personnel's negligence, misconduct, breach of instructions of the Company, failure to comply with applicable laws/ regulations, statutory guidelines, circulars, notifications. It shall be sole responsibility of the Service Provider to settle all claims, compensation in respect of any injury or death of any person in case of any eventualities or occurrence of incidents of any nature.

## 13 INDEMNITY

- 13.1 The Service Provider including its Staff shall indemnify and hold harmless Company and its Affiliates, respective Directors, employees, officers, (**Indemnified Parties**) from and against any and all damages, losses, Deficiencies, asserted against, resulting to, imposed upon, or incurred or suffered by Indemnified Parties, as a result of or arising from one or more events under these Terms which includes but not limited to (a) Persistent errors, Deficiencies, defects, or inaccuracies in the Work including bodily injury (b) any breach, default, or non-fulfilment of the Service Provider's representations, warranties, covenants, or obligations under the Contract or General Terms (c) voluntary withdrawal of Work, suspension or default in performance, or delay (beyond Liquidated Damages clause) in completion of obligations (d) any act or omission of the Service Provider or its staff constituting gross negligence or wilful misconduct, including damage to Company property, resources, or end-customer assets (e) any breach or violation of the Company's or End-customer's code of conduct, policies, or procedures (f) any claim or action asserted by a third party arising from Deficiencies in the Work or otherwise attributable to the Service Provider's performance (g) Service Provider's non-compliance with applicable laws, orders, rules, and regulations including data privacy laws, labour laws, migrant labour regulations including any liability arising therefrom.
- 13.2 The Service Provider shall be solely responsible for its employees and the Service Provider shall indemnify and keep indemnified the Company against any acts, omissions, claims raised by its employees employed by it for the performance of its obligations in terms of this Contract.
- 13.3 All indemnities provided by the Service Provider to the Company under the Contract shall survive the expiry and termination of the Contract.

## 14 PATENT AND OTHER INFRINGEMENT

- 14.1 The Service Provider shall indemnify and hold it harmless the Company and its Affiliates, respective Directors, employees, officers, end customer (**Indemnified Parties**) from and against any and all Damages, by reason of any claim or suit for alleged infringement of any copyright, trademark, patent, trade secret or other intellectual property resulting from or arising in connection with the manufacture, sale, normal use or other normal disposition of any Work furnished or performed hereunder, and shall defend any such claim or suite and pay all costs and expenses incidental thereto; but at its option the Company shall have the right to participate in the defense of any such claim or suit without relieving the Service Provider of any obligations here under.
- 14.2 If the Work performed or any part thereof, becomes, or in Service Provider's reasonable opinion is likely to become, subject to a third party claim that qualifies for infringement of any copyright, trademark, patent, trade secret or other intellectual property, then Service Provider shall notify the Company in writing to cease using all



or a part of the Work performed, and Service Provider at its cost shall use its best efforts to re-perform Work performed or similar substitute Work performed that are non-infringing to the Company.

## **15 LIMITATION OF LIABILITY:**

- 15.1 Notwithstanding anything to the contrary, the Company's maximum aggregate liability to the Service Provider, whether arising in contract, tort (including negligence), or otherwise, under or in connection with the Order shall not exceed the total basic value of Contract Price.
- 15.2 Other than expressly mentioned in the Contract, neither Party shall under any circumstances or at any time be liable to the other under or in connection with the Contract for any special or indirect loss or Damage or for any consequential loss or Damage, including but not limited to loss of profits, loss of production, reduced production or loss of contracts.

## **16 LEGAL AND STATUTORY COMPLIANCES**

- 16.1 The Work performed by the Service Provider shall comply with all central, state and local laws, ordinances, codes, rules, regulations or standards applicable to it, and shall furnish to the Company such evidence of compliance as the Company may require at any time and from time to time. The Service Provider shall indemnify the Company against all damages, claims, expenses, losses arising out of Service Provider's non-compliance with the laws, orders, rules, ordinances, codes and regulations.
- 16.2 The Service Provider will be responsible for timely compliance of maintaining registers, documents, depositing contributions, paying fees, filing returns as specified under various Acts, Laws, and Legislations applicable to the execution of this Contract including but not limited to, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, the Employee's State Insurance Act, 1948, Contract Labour (Regulation And Abolition) Act, 1970, Workmen's Compensation Act, 1923, Payment of Wages Act 1936, Minimum Wages Act, 1948, Payment of Bonus Act 1965, Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996, Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, health and safety regulations and all such other applicable laws or any modifications thereto. It shall be the complete responsibility of the Service Provider to apply and maintain to apply and maintain all applicable Permits, Approval, License and registrations, including timely payment of applicable cess, contributions, and fees under aforesaid laws/regulations which are related to its business and /or execution of the Work
- 16.3 Upon completion of Work, the Service Provider shall, at its own cost, surrender, close or revoke all work related permits, approvals, and licenses, including those under pertaining to applicable labour laws, migrant labour regulations, and other laws/regulations specified in clause 16.2 above. Such closure or revocation shall be carried out in compliance with all applicable laws, rules, and regulations, and documentary evidence of the same shall be furnished to the Company prior to final acceptance of the Works and/or release of any final payment.
- 16.4 The Service Provider shall comply with all the statutory requirements applicable in order to fulfill its obligations in terms of this Contract. The Service Provider has represented to the Company that it has and shall during the course of execution of this Contract comply with the applicable statutory requirements.
- 16.5 In every case in which any non-compliance of statutory requirements under this clause by the Service Provider arises or by virtue of the provisions of the aforesaid act or the rules, the Company is obliged to pay any amount under the aforesaid act, rules and proceedings thereto or to incur any expenditure on account of contingent liability of the Company due to the Service Provider's failure to fulfill its statutory obligations, the Company without prejudice to the rights of Company shall be at liberty to i) withhold from the bills of the Service Provider the amount of wages as paid or the amount of expenditure so incurred, and/or ii), to recover such amount or part thereof by deducting it from any sum due by Company to the Service Provider whether under the particular contract or otherwise. The decision of Company regarding the amount actually recoverable from the Service Provider as stated above shall be final and binding on Service Provider.

## **17 SERVICE EXECUTION, TOOLS/EQUIPMENT MOBILIZATION, AND COMPLIANCE**

- 17.1 The Service Provider shall before commencement of Work and thereafter, at its own cost, obtain and maintain all statutory permits, licenses, approvals, and clearances required for the performance of the Services, including but not limited to labour law registrations, professional tax, GST/e-way bill compliance, and any local/state approvals applicable at the place of service.

- 17.2 The Service Provider shall be responsible for arranging, transporting, and mobilizing all tools, tackles, machinery, and equipment necessary for execution of the Services. All such mobilization shall comply with applicable transportation laws, including road permits, transit permits, and e-way bill requirements. Any delay, penalty, detention, or additional cost arising due to non-compliance shall be borne solely by the Service Provider.
- 17.3 The Service Provider shall ensure that its personnel, vehicles, and equipment entering the Company's or end customer's premises are accompanied by valid identification, gate passes, work permits, challans, e-way bills, and any other documents required by the Company, the end customer, or by law.
- 17.4 The Service Provider shall comply with all applicable laws, rules, and regulations, including labour, safety, and environmental laws, as well as the Company's and/or end customer's site rules, safety protocols, and security requirements.
- 17.5 Any delay, penalty, loss, or additional cost arising due to the Service Provider's failure to obtain necessary permits, approvals, or comply with statutory/site requirements shall be borne solely by the Service Provider. The Company shall have the right to recover such costs or withhold payments accordingly.

## **18 SERVICE PROVIDER'S REPRESENTATION AND WARRANTIES**

18.1 The Service Provider represents and warrants to the Company as under:

- a) It is a duly organized and validly existing entity under the laws of its jurisdiction of incorporation and has the full corporate power and authority to enter into the Contract and to perform its obligations hereunder.
- b) It possesses the necessary expertise, experience, technical skills, financial strength, qualified personnel, equipment, and resources required for the proper and timely completion of the Work in accordance with the Contract and applicable Laws.
- c) The Service Provider holds all licenses, permits, registrations, authorizations, approvals, and consents necessary to perform the entire Work and is, and at all times will remain, in compliance with the terms of such licenses and all applicable laws and regulations.
- d) It has conducted a thorough inspection of the designated premise of the Work , access routes, and its surrounding areas including all environmental, infrastructural and regulatory conditions and has satisfied itself as to their nature and extent. The Service Provider acknowledges that it has taken these location-specific factors into account in preparing its proposal and before acceptance of Contract assumes full responsibility for any impact they may have on the cost, schedule, and performance of the Work.
- e) The Work will be performed in a professional, skillful, and diligent manner, consistent with the highest industry standards of similar type, complexity, and quality.
- f) All materials, equipment, tools and components used while performance of the Work by the Service Provider will be new (unless otherwise specified), of good quality, and free from defects in design, material, and workmanship.
- g) There is no litigation, arbitration, or governmental proceeding pending or, to the Service Provider's knowledge, threatened against it that would materially impair its ability to perform its obligations. The Service Provider is not insolvent, nor has it suspended payments or sought relief under any bankruptcy, insolvency, or similar law.

18.2 The above-mentioned Service Provider's representations and warranties are true and correct as of the Effective Date, shall be deemed repeated on each payment milestone, and shall survive final acceptance date and /or the expiration or termination of the Contract for a period equal to the Warranty Period.

## **19 HEALTH, SAFETY AND ENVIRONMENT (HSE):**

- 19.1 It will be the Service Provider's responsibility to ensure that adequate measures are taken for safe, healthy and work environment at all times.
- 19.2 Sufficient and precautionary measures shall be taken by the Service Provider to ensure that all Staff are protected against accidents and untoward incidents. All Staff shall be medically fit to perform the duties assigned to them. Service Provider's Staff shall not perform any activity or behave in a manner detrimental to health and safety regulations.

- 19.3 The Service Provider and its Staff shall follow the safety regulations, HSE guidelines/policy in force or as amended from time to time. Suitable action shall be taken, for breach of safety regulations, HSE guidelines by either the Service Provider or its Staff and the decision of the Company in this matter shall be final and binding.
- 19.4 The Service Provider depends on the nature of Work shall also ensure to take following minimum precautions related to Health, Safety and usage of Personal Protective Equipment (**PPE**); [if applicable]
- a) Prepare and communicate risk assessments and Safe Work Method Statements (**SWMS**) for all high-risk or critical tasks, identifying hazards, control measures, emergency procedures, and responsibilities.
  - b) Provide, at its own expense, all necessary PPE for its Staff meeting legal, regulatory, and industry standards.
  - c) Ensure PPE is worn, used, and maintained at all times; stop work if PPE is unavailable, damaged, or unfit for use.
  - d) Maintain, conduct and document PPE-specific and task-specific training records.
  - e) Implement regular inspections of PPE and safety equipment; replace any worn, damaged, or expired items immediately.

## 20 CONFIDENTIALITY

- 20.1 The Service Provider acknowledges that it shall have access to or be provided with Confidential Information. The Service Provider agrees not to disclose the Confidential Information to third parties except its employees or consultants or representatives who are required to be informed and who have executed confidentiality Contracts with the Service Provider to protect the Confidential Information of COMPANY.
- 20.2 The Service Provider or their consultants/ employees/representatives shall neither disclose such data, information, designs, drawings, process know-how, and other such documentation to any other third party nor use it for any other purpose other than its intended use under this Contract without the written permission from Company.
- 20.3 The Service Provider shall, prior to granting any Staff access to the Company's Confidential Information, require each of them to execute a written non-disclosure agreement containing at least as restrictive as those herein. The Service Provider shall deliver certified copies of all such executed agreements to the Company within five (5) business days of execution and upon request.
- 20.4 Nothing contained in these General Terms shall be construed as granting or confirming any rights of ownership of the Company's Confidential Information or for any invention, discovery or improvement made hereafter, the Company shall exercise any and all rights, title, and interest therein. The Service Provider shall not file, without obtaining prior written consent from Company any patents or otherwise register any intellectual property rights, on inventions using or involving the disclosure of Company's Confidential Information.
- 20.5 The term "**Confidential Information**" shall mean any information disclosed by the Company to the Service Provider in any form either written or oral and whether marked as confidential or not. The Confidential Information shall without limitation include all information whether belongs to the Company and/or its Affiliates or customer(s) or vendor(s), sample, specifications, standards, drawings, designs (whether registered or otherwise), know-how, processes, proprietary knowledge, patents, patent applications, copyright, copyright applications, trade secrets, details of specifications, drawings, financial information, information relating to procurement requirements, purchasing, manufacturing, customer lists, product plans, product ideas, business strategies, marketing or business plans, financial or personnel matters, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and information regarding third parties, vendors, Service Providers, customers, employees, investors or facilities, and all such information and data which is available and held by the Company on trust or as a licensee.
- 20.6 However, the following shall not be considered Confidential Information: -
- a) that which is in the public domain other than by the Service Provider's breach of this Contract.
  - b) that which was previously known as established by written records of the recipient party prior to receipt from the other party;
  - c) That which was lawfully obtained by the Service Provider from a third party under circumstances which caused the Service Provider to reasonably believe that such disclosure and use were lawful; and
  - d) Which is disclosed to any courts/ tribunals pursuant to legal proceedings, binding orders of statutory authorities.

- 20.7 The exceptions set forth above shall apply only in the event and to the extent that the Service Provider provides the Company with written documentation or records of the Confidential Information in substantially the same degree of specificity as the disclosure of the Confidential Information is made hereunder.
- 20.8 In addition to above terms and conditions, Service Provider shall enter into non-disclosure agreement (**NDA**) in relation to confidentiality obligations. Such NDA shall be based on the terms of this clause. In case of any conflict between this clause and NDA, the terms of this clause shall prevail.

## **21 SUSPENSION/TERMINATION**

- 21.1 The Company shall, at its sole discretion, any time during the execution of the Contract, be entitled to suspend / terminate the execution of the Order whether partly or completely. In the event of suspension / termination of the Order, the Parties shall after mutual discussions decide the further course of action.
- 21.2 Without limiting its other rights or remedies, the Company may terminate Order, Contract with immediate effect by providing written notice to the Service Provider if:
- a) the Service Provider or the Service Provider Staff commit any material or persistent breach of General Terms;
  - b) Service Provider fails to commence Work from Effective Date
  - c) The Service Provider's progress of the Work is not in conformity with the agreed schedule or contractual milestones
  - d) The Service Provider has failed to complete the Work in accordance with the Contract or Order as per agreed Schedule, and liquidated damages have accrued to the maximum rate permissible under the Contract
  - e) the Service Provider fails to or refuses after written warning of the Company to perform its obligations under General Terms or Order;
  - f) the Service Provider passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
  - g) the Service Provider ceases to carry on its business or substantially the whole of its business; or
  - h) the Service Provider is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
  - i) If the Service Provider undergoes a change of Control that, in the Company's view which materially impairs the Service Provider's performance of its obligations or alters the scope of work under the Order;
  - j) if the Service Provider sub-contracts the whole or any part of the Work without the consent of the Company.
- 21.3 Upon termination or expiration of the Order, the Service Provider shall be obliged to:
- a) Return all the Confidential Information, Intellectual Property etc held with the Service Provider.
  - b) Return all such information which the Service Provider and/or its manpower has developed while performing its obligation under the Contract.
- 21.4 Notwithstanding the suspension or termination of the Contract for any reason arising from the acts or omissions of the Service Provider, the Company shall retain the right to exercise its entitlements under Clause 8 and 13, as well as any other rights available to it under the Contract.

## **22 INSURANCE BY SERVICE PROVIDER**

- 22.1 From the Effective Date until completion of the entire work to Company, the Service Provider at its cost shall arrange with reputable and substantial insurers to comprehensively cover the full value of the respective interests of Company, the Service Provider and its employees/workers towards;
- (a) Health and accident insurance which complies with the laws for the time being in force.
  - (c) any liability arising out of professional, public or product Liability
  - (d) transit insurance of the Service Provider's equipments / material, if applicable
  - (e) damage to property or death or personal injury
  - (f) Third-party liability insurance
  - (g) Workers' Compensation / ESI coverage and any other insurance policy as may be required under applicable laws/ regulations.

22.2 Service Provider shall provide a copy of the respective insurance policies within 15 days from the Effective Date.

## **23 FORCE MAJEURE**

23.1 Neither Party shall be responsible for delay or default in the performance of its obligations due to contingencies or unforeseeable, unavoidable, events beyond its control such as terrorist act, riot, and/or insurrection fire, flood, civil commotion, earthquake, war, strikes, lockouts, terrorism, civil unrest, earthquakes, storms, fires, pandemic, epidemic, any events at the End Customer's site adversely affecting its project/business which is unforeseeable, beyond the Company's control (**Force Majeure**). If either Party is prevented by such Force Majeure from performing its obligations under the Contract, such Party shall promptly notify the other Party of that effect. In the event such Force Majeure has continued to exist for a period exceeding three weeks at a stretch either Party may mutually decide the future course of action to be taken. In case of termination due to Force Majeure final status shall be mutually settled giving due regards to completed responsibilities of both the Parties at the time of such premature termination.

23.2 For the avoidance of doubt, economic hardship, Shortages or price fluctuations of resources, labour disputes, Cyberattacks, IT failures, non-compliance of laws/ regulations, events affecting Sub-Contractor of the Service Provider shall not be considered a Force Majeure Event.

23.3 If the Service Provider incurs extra costs because of the Force Majeure Event such costs will be borne solely by the Service Provider.

## **24 SUB-CONTRACTING**

24.1 Subject to Clause 21.2 and except where expressly stated otherwise in the Contract, the Service Provider may use Sub-Contractors for the performance of whole or any part of the Works which shall be subject to the prior written consent of the Company.

23.2 Any sub-contracting shall not relieve the Service Provider from its obligations and responsibilities under the Contract. In addition, the Service Provider shall ensure compliance by each Sub-Contractor with the terms and conditions of the Contract. However, the Company shall support the Service Provider for any such compliances if, and when required by law.

23.3 Each act or omission of each Sub-Contractor will, for the purpose of these General Terms, be deemed to be the act or omission of the Service Provider .

23.4 The Service Provider shall enter into a written agreement with each Sub-Contractor and will provide copies of the same to the Company upon request. Any sub-contract of an obligation of the Service Provider must impose at least the same obligations on the Sub-Contractor as are imposed on the Service Provider under the Contract in respect of the sub-contracted obligation.

23.5 The Service Provider shall only make use of Sub-Contractors who have appropriate insurance arrangements and levels of cover in force (having regard to the requirements as provided under these Terms and to the extent, scope and nature of the obligations being sub-contracted).

23.6 The Service Provider must ensure there is no disruption in the Work when Sub-Contractors are appointed, changed or their contracts are terminated or varied.

23.7 The Service Provider shall, at the Company's request, further document a Sub-Contractor's ability to supply and perform as required under the relevant sub-contract and the Contract.

23.8 If the Company is not satisfied with the performance of any Sub-Contractor then it will report its dissatisfaction to the Service Provider who will promptly ensure that the Sub-Contractor in question rectifies any problems or failings, or will replace that Sub-Contractor.

23.9 If the Company considers that any Sub-Contractor should be replaced then, following discussions between the Parties, the Service Provider will, if the problems cannot otherwise be resolved within a reasonable time frame, terminate the sub-contract in question and will (at no additional cost to the Company) either perform the sub-contracted obligations itself or, subject to provisions of this clause, appoint a replacement. In any event, the

Company can require a Sub-Contractor to be immediately replaced if that Sub-Contractor breaches any of the provisions of the Contract relating to health and safety or compliance of Applicable Laws.

## **25 CHANGE ORDER**

- 25.1 The Company may, at any time by written notice, make changes altering, adding to, or reducing the scope of the Work, or changing the Specifications, packing and shipping instructions, time and/or place of delivery, quantities, sequencing, or accelerating Work under the Order ("**Change Order**").
- 25.2 Such changes shall be initiated by written Order of the Company and the Service Provider shall submit the proposed cost or credit to the Company for any changes in the Work within five (5) working days after receipt of the written order. In the absence of any response or confirmation from the Service Provider, the Change Order shall, forthwith upon issuance, be deemed valid, effective, and binding on the Service Provider. No change to the cost or schedule of the Work shall be binding upon the Company unless approved in writing by the Company. The Service Provider shall be paid for any additional Work by an amount to be determined, at the Company's option.
- 25.3 Change Orders agreed to by the parties shall constitute a full and final settlement and accord and satisfaction of all effects of the change as described in the Change Order and shall be deemed to compensate the Service Provider fully for such change.

## **26 RELATIONSHIP**

- 26.1 The Service Provider is engaged as an independent contractor, and nothing in this Contract shall create or be deemed to create a joint venture or partnership or the relationship of principal and agent or employer and employee between the Parties herein.
- 26.2 Under no circumstances shall the Service Provider's personnel be deemed employees, representatives entitled to receive any salary, allowance, benefit, or other emoluments as provided by the Company to its own employees.
- 26.3 The Service Provider's personnel are, and shall remain, under the sole employment, direction, and control of the Service Provider, which shall be solely responsible for their wages, benefits, statutory contributions, insurance, discipline, and all other obligations as an employer.
- 26.4 The Service Provider and/or its employees, representatives shall not be entitled to, by act, word, deed or otherwise to make any statement on behalf of the Company or in any manner bind the Company or hold out or represent that the Service Provider is representing or acting as an agent of the Company.

## **27 DATA PROTECTION AND PRIVACY**

- 27.1 The Service Provider shall comply with all applicable data protection and privacy laws, including the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023 (as applicable and as amended from time to time).
- 27.2 The Service Provider shall:
- a) process personal data solely for the purpose of performing its obligations under the Contract;
  - b) implement appropriate technical and organizational security measures to protect data against unauthorized access, disclosure, alteration, or destruction;
  - c) ensure that access to such data is restricted to authorized personnel on a need-to-know basis.
- 27.3 The Service Provider shall notify the Company and relevant statutory authorities within 24 hours of becoming aware of any actual or suspected data breach affecting Company data and/or End Customer data.
- 27.4 The Service Provider shall not, without the prior written consent of the Company, directly or indirectly transfer, store, process, or otherwise handle any data outside India or disclose such data to any third party.
- 27.5 The Service Provider shall, at all times, comply with all applicable laws, regulations, rules, and governmental requirements relating to data protection, privacy, and information security, as may be in force and as amended, re-enacted, or replaced from time to time.

- 27.6 This clause shall survive termination or expiration of Order to the extent necessary to protect the interest of the Company.

## **28 ARBITRATION**

- 28.1 If any claim, dispute or difference shall arise between the Parties hereto arising out of and /or relating to and/or concerning and / or in connection with this Contract, the same shall be referred to Sole Arbitrator jointly appointed by both Parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any re-enactment thereof. The venue and seat of such arbitration shall be Pune, and the arbitration shall be conducted in English language. The award of the Arbitrator shall be final and binding on the parties. The Service Provider shall continue to provide agreed Work, except insofar as the same directly related to the matters in dispute differences or claims.

## **29 GOVERNING LAW AND JURISDICTION**

- 29.1 This Contract, shall be interpreted, construed and governed by the laws of India and subject to Arbitration the courts in Pune shall have exclusive jurisdiction.

## **30 OTHER TERMS AND CONDITIONS:**

- 30.1 The Service Provider shall not be entitled to assign or transfer its rights and obligations under General Terms to third parties.
- 30.2 If any provision of this Contract is held by any court or other competent authority to be null and void or unenforceable in whole or in part, this General Terms shall continue to be valid as to the other provisions thereof and the remainder of the affected provision unless any provision so declared as null and void should be deemed so essential that the contract cannot stand without it.
- 30.3 Any notice or other information required or authorised by this General Terms to be given by either Party to the other may be given by registered post or facsimile transmission provided a copy of the same is sent by registered post subsequently to the other Party at the address intimated by the Parties.
- 30.4 All remedies of either Party under the General Terms whether provided herein or conferred by statute, civil law, common law, custom, trade, or usage are cumulative and not alternative and may be enforced successively or concurrently.
- 30.5 The Service Provider shall not be entitled to sub-contract, transfer, assign its rights and benefits under General Terms without the prior written consent of the Company.
- 27.5 The Service Provider shall not have a lien on the Work delivered or under progress under the Contract.
- 30.6 These General Terms may only be amended or modified by an instrument in writing of equal formality, signed by the duly authorised representatives of the respective Parties herein except that the annexure hereto, can be updated at regular intervals by written letter from one Party to the other and duly acknowledged by both Parties' representatives.
- 30.7 No relaxation, forbearance, delay or failure of Company to exercise any right or remedy available to it hereunder shall constitute a waiver of it or them and any of Company's rights or remedies may be enforced separately or concurrently with any other right or remedy now or in the future accruing to Company to the effect that such rights are cumulative and not exclusive of each other.
- 30.8 The Service Provider shall not refer to the Order, General Terms or reference the Company, its subsidiaries and affiliates, directly or indirectly, in its advertising or promotional materials or in any form of so called "social media" without the Company's prior express written consent.
- 24.8 The Service Provider agrees to maintain and regularly update a Business Continuity Plan that ensures the continuation of services in the event of disruption or difficulties. The Service Provider shall provide a copy of the plan to the Company upon request and adhere to the same.
- 30.9 The Service Provider shall comply with all requirements of the Company's Code of Conduct, policies and any statutory/ regulatory , notifications applicable to the Work, from time to time.

- 30.10 The rights and remedies of the Company under the Contract are in addition to, and not exclusive of, any rights or remedies at law.
- 30.11 The Service Provider shall at all times comply with the Prevention of Corruption Act, 1988 (India), the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act, and all other applicable anti bribery and anti-corruption laws and regulations in any jurisdiction relevant to the performance of this Contract. The Service Provider shall not, directly or indirectly, offer, promise, give, request, or accept any undue advantage, bribe, facilitation payment, or improper benefit of any kind to or from any Person.

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