



## ANNEXURE –I GENERAL TERMS & CONDITIONS

**1. Definitions** - "Company" shall denote and mean "Aban" or such other group companies identified herein and mentioned in the face of Purchase Order requiring the Supplies. "Vendor" shall denote, mean and represent the entity mentioned in this order to provide Supplies "Supplies" shall mean the Materials or Goods and services including but not limited to all deliverables stated herein and to be provided by the Vendor. "Purchase Order" shall denote the order for Supplies of which these terms and conditions form part, including but not limited to any and all specifications, additional terms and conditions, prices and other details stated in this order or its variation.

**2. Entire Agreement** - This **Purchase Order** represents and constitutes the entire agreement solely between Company and Vendor/ Vendor in respect of the Supplies to be provided. No other terms and conditions howsoever approved or endorsed upon in the Vendor's quotation or its acknowledgement shall constitute acceptance of the order, No other documents similar to this order or specifications stated in similar documents shall form part of this order. Vendor shall acknowledge receipt of this order and such acknowledgement shall constitute acceptance of this order and Vendor is bound to comply with the terms set forth in this order. Vendor waives all or any of the rights it may otherwise have to depend on such terms and conditions. Unless otherwise specified in writing and agreed by both parties, No Variations to this order shall be valid. In the event of any inconsistency or discrepancy between contents of the Purchase Order and Annexure I General terms and Conditions, Purchase order specific terms and conditions overrides those applicable general terms and conditions.

**3. Performance** - Vendor warrants that it shall perform the Supplies with all due diligence, Care and skill in a competent and a safe manner in accordance with good industry practice and otherwise in accordance with the requirements of the Order. Materials shall always be delivered in export packed condition and fit for shipment by Air or Ocean Transport. If Company notifies Vendor of any defect in the performance of the Supplies, Vendor shall rectify such defect at its own expense. Vendor confirms and accepts that mere delivery of goods through a third party Vendor or carrier does not constitute completion of delivery. If company identifies Shortages or damages of materials during receipt, Vendor shall honor such reports as binding and final and shall abide by the Company's decision for performance of supplies/services.

**4. Delivery:** Delivery shall be in accordance with the requirements governed by INCOTERM 2000 stated in the Purchase Order. Strict compliance with these requirements is of the essence of the Purchase Order. Unless partial shipments are specifically authorised by Company, any additional costs arising from Vendor's inability to ship the complete Supply, as a single shipment shall be borne by Vendor.

**5. Inspection and Approval:** Vendor agrees and acknowledges that Company and/ or its authorised third party inspection agency reserves the right to inspect the Supplies by visiting Vendor's manufacturing or other facilities where the Supplies are being undertaken by giving a reasonable notice. The Supplies shall be subject to Company's inspection upon delivery and if rejected due to non-compliance with the requirements of this Purchase Order, the Supplies shall be removed immediately by Vendor at its risks and costs and. Company shall not be liable for any loss or damage to the Supplies or any part or third party liability thereof once rejected by the Company and notified to the Vendor, whether such rejected Supplies or part thereof remains in the custody of the Company or otherwise or whether it has been taken back by Vendor or not.

Company shall also have right inspect the Supplies at Company's warehouse and if the Supplies found to be substandard, not meeting specifications, received in damaged condition, the Vendor shall promptly replace all such Supply's upon which only the faulty material will be returned to Vendor ( cost to be borne by the Vendor). Vendor unconditionally agrees that any outstanding payment shall become payable only upon Vendor providing the replacement for defective Supply.

**6. Prices** - All prices and rates stated and specified herein shall be fixed and firm during the validity or duration of the Supplies. Vendor shall submit invoices only with the prices specified in this Purchase Order and such invoices shall be submitted only upon completion of the Supplies unless otherwise as agreed. This order is limited to the extent of maximum value specified in the Purchase Order and the maximum value shall not be exceeded without the prior written agreement of Company. Vendor should follow the invoicing instructions given in Appendix 1

**7. Payment** –Until & Unless specifically mentioned in the body of Purchase Order, the invoices for payments shall be submitted only upon completion of the Supplies. Any submission of invoice prior to completion of Supplies shall be deemed to have no effect. Company will make payment as per the period stated in the Face of this order. This period shall constitute number of days from the receipt date of a valid and accurate invoice. Payments made for the Supplies shall not be construed as or constitute an acceptance of the service provided nor shall time be constituted as essence. Company shall always have the right to withhold and/or set off in whole or a part of any payment due to Vendor to the extent as may be necessary against any particular invoice or against all sums due to Vendor as required to for deficient service on account of Shortages or defects in material supply. All Invoices and or correspondence shall bear the Order number and non compliance shall make the invoice invalid.

**8. Indemnity** Vendor shall defend, indemnify and hold Company Group harmless from and against any and all claims, losses, damages, liability, suits and demands in connection with loss of or damage to the property of Vendor Group and death or sickness of or injury to any member of Vendor Group arising out of or in connection with the performance of this Order, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of Company Group.

**9. Warranty** – In the event of a defect in the materials supplied, Vendors liability shall be replacement of items or repair at Company's option for the materials which fail or are found to be defective within the guarantee period. The Warranty period shall be twelve months from the date of receipt of Materials onboard the Company installation, or eighteen months after delivery of the supply whichever occurs earlier (( and / or any other period mentioned in the Face of Purchase Order). Should the Company feel the delay in repair or replacement is unreasonable, company shall have the right to replace or repair such defective materials and all costs incurred by the Company in such replacement or repair shall be to shall be to Vendor's account including but not limited to withholding or set off rights available to company.



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**10. Patents** - Vendor shall defend, indemnify and hold Company Group harmless from and against any and all claims, losses, damages, liability, suits and demands arising from actual or alleged infringements of any patent or patent right, copyright or similar protection arising out of or in connection with the performance of the Supplies.

**11. Limitation** - Neither party shall be entitled to recover from the other party any indirect or consequential losses under any circumstances whatsoever.

**12. HSE:** In provision of Supplies, Vendor shall comply to Health, Safety and Environment including but not limited to abiding by the applicable laws, Company's HSE Policies & precedence, its employees' Health and Safety, selection of Environmental friendly materials, etc. . Where Supplier is in breach of its health and safety obligations (or fails to declare (or properly report) accidents (including the cause of accident), Company may (without prejudice to its other rights and remedies) be entitled to withhold a maximum of 10% of the amounts payable to the Supplier under the Purchase Order until the Supplier complies with its health and safety obligation. A breach by Supplier of its health and safety obligation shall be deemed a material breach.

**13. Termination** - Company may terminate this Purchase Order by notice to Vendor if Vendor breaches any provision of this Order or if any proceedings in bankruptcy, insolvency or receivership are taken out against Vendor.

In addition, Company may terminate this Order without assigning any cause, in the event of such termination; Company shall pay the actual cost incurred by the Vendor till the date of such termination upon Vendor furnishing satisfactory proof of work done / service provided in direct relation to the Purchase Order.

### 14. Services

a) **Repair/Overhauled Equipment/Parts.:** Seller /Service provider warrants that for a period of four (4) months from the date of delivery or three (3) months from installation, whichever is earlier, that overhauled Equipment/Parts will be free from defects in workmanship. If the overhauled Equipment/Parts fail to conform with such warranty, Seller /Service provider should either repair or replace such defective Equipment/Parts with the type originally furnished. This warranty expressly assumes that parts normally considered consumables (including, but not limited to rubber goods, seals (rubber, polymer and/or metallic) and/or bearings, are replaced during overhaul.

b) **Rental:** Seller warrants that the Rental equipment to be provided pursuant to this Agreement shall conform to the material aspects of the specifications set forth in the Agreement. Provided Seller is notified by Buyer prior to Seller's departure from the worksite, Seller shall repair or replace nonconforming Rental equipment Any third party warranties provided on equipment or parts not manufactured by Seller are assigned to Buyer, without recourse, at the time of delivery, provided such warranties are assignable.

Unless otherwise indicated, Seller represents that it has fully inspected the Rental equipment and parts as detailed in the Agreement and that said equipment and parts are in good condition and repair, and are fully acceptable for use as specified in the Agreement. Furthermore, Seller represents that the Rental equipment and parts are not subject to any encumbrances or liens, and that Seller has full title to the equipment and parts, and thus, Seller is authorized to enter into and execute this Agreement.

Buyer represents that it shall use the Rental equipment and parts in a careful and proper manner, shall comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the equipment and parts in accordance with Seller's approved procedures and shall only use the Rental equipment and parts at the location specified in the Agreement. In the event the parties agree that the Buyer shall operate the Rental equipment and parts, Buyer further represents that the Rental equipment and parts will be operated by skilled employees trained(( wherever required) in the use of the Rental equipment and parts. Buyer shall keep the Rental equipment and parts free and clear of all liens and encumbrances arising in connection with Buyer's operations and/or use of the Rental equipment and parts. Buyer, at its sole cost, shall provide and maintain insurance against the loss, theft, damage or destruction of the Rental equipment and parts.

At the expiration of the applicable rental term, Buyer will at its sole cost return the Rental equipment to the facility designated by Seller, in working condition (reasonable wear and tear excepted). Upon receipt of the returned Rental equipment, Seller will service and inspect the Rental equipment. In the event Seller determines that the Rental equipment is materially damaged or not in working condition (reasonable wear and tear excepted), any service work required to bring the Rental equipment to good working condition will be charged back to the Buyer. Such charges may include service, inspection, and spare parts.

All Deliverables/Services covered under this Order are subject to these terms (except where Supplier and Company have executed a written contract under which this Order is issued, in which case the terms of that contract shall apply). Unless expressly accepted in writing, any qualification of these conditions in the Supplier's Order confirmation or anything contrary to or inconsistent with any of these conditions shall deem to be inapplicable and will be treated as invalid.



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**15. General:** Failure of Buyer or Seller to enforce any of the terms and conditions of this Agreement shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach. Should any provisions of this Agreement, or portion thereof, be unenforceable or in conflict with applicable governing country, state, province, or local laws, then the validity of the remaining provisions, and portions thereof, shall not be affected by such unenforceability or conflict, and this Agreement shall be construed as if such provision supersedes all prior oral or written agreements or representations. Buyer acknowledges that it has not relied on any representations other than those contained in this Agreement. This Agreement shall not be varied, supplemented, qualified, or interpreted by any prior course of dealing between the parties or by any usage of trade and may only be amended by an agreement executed by an authorized representative of each party.

Company operates a **whistle-blowing mechanism under its** Duty to Report Policy. It is the duty of our suppliers, contractors and employees to report dishonesty, corruption, fraud, labour and human rights concerns, environmental damage or any other unethical behaviour; thro **email at vigil@aban.com** .All reports are dealt with in confidence.

**16. Confidential Information :**Each party recognizes and acknowledges that it shall maintain all data, information, disclosures, documents, drawings, specifications, patterns, calculations, technical information and other documents (collectively, "Confidential Information") obtained from the other party in strict confidence. However, nothing hereinabove contained shall deprive the party receiving the Confidential Information of the right to use or disclose any information: (a) which is, at the time of disclosure, known to the trade or public; (b) which becomes at a later date known to the trade or the public through no fault of the party receiving the Confidential Information and then only after said later date; (c) which is possessed by the party receiving the Confidential Information, as evidenced by such party's written records, before receipt thereof from the party disclosing the Confidential Information; (d) which is disclosed to the party receiving the Confidential Information in good faith by a third party who has an independent right to such information; (e) which is developed by the party receiving the Confidential Information as evidenced by documentation, independently of the Confidential Information; or, (f) which is required to be disclosed by the party receiving the Confidential Information pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided that the party receiving the Confidential Information uses its best efforts to provide timely notice to the party disclosing the Confidential Information of such order to permit such party an opportunity to contest such order. In the event that Seller owns copyrights to, patents to or has filed patent applications on, any technology related to the Equipment, Parts, Services or Rental furnished by Seller hereunder, and if Seller makes any improvements on such technology, then Seller shall own all such improvements, including drawings, specifications, patterns, calculations, technical information and other documents.

**17 Bribery and Corruption:** Supplier shall comply with all applicable law relating to bribery and corruption and shall not do, or omit to do, any act that will cause Company to be in breach of any such applicable law, and in doing so: (i) shall not give or receive any bribes, including in relation to any public official; and (ii) shall maintain an effective anti-bribery compliance regime, that monitors compliance and detects violations. If Supplier breaches the obligations in this clause it shall indemnify company against any costs claims and liabilities arising as a result of the breach.

**18. Force Majeure:** Any non-performance or delay in performance by any Party hereto of any one or more of its obligations under this Purchase Order shall not constitute default nor give rise to any claim for damage by the other Party if such delay or failure is wholly and directly caused by any occurrence which the affected Party is unable to prevent, including Acts of God or the affected Party is unable to control or the consequences of which the affected Party is unable to prevent, by the exercise of reasonable diligence, provided that the affected Party gives prompt written notice to the other Party specifying the circumstances constituting the occurrence and have used all reasonable endeavours to minimize the effects thereof. For the avoidance of doubt, strike or any dispute between Vendor and his employees or claims of lack of funds by either Party shall not be considered a force majeure event.

**19. Law -** This Purchase Order shall be governed by and construed in accordance with laws of India and the Parties submit to the exclusive jurisdiction of courts of Chennai. This Clause survives the expiry/termination of this Purchase Order.