



SERVICE ORDER

JSW Renewable Energy (Anjar) Limited
1st floor, Survey no 659, Versamedi,

, Welspun City Anjar, Kachchh, -370110
-Gujarat (India)

CIN No: U35106MH2023PLC407445

Vendor Code	: 0020501282
Name	: ADL COORDINATES PRIVATE LIMITED
Address	: B-76, MIDC ROAD, SATPUR, NASHIK,, RAJ STEEL TREATMEN NASHIK-422007-Maharashtra
Ph.No	: 7304429272
E-mail	: MARKETING@ADLCOORDINATES.COM
PAN NO	: AAXCA6483D
Vendor GST	: 27AAXCA6483D1Z6

P.O.No.: GUJ-JSWREA/0023-24/0402500012

P.O.Date: 08.03.2024

Type: ECAP/P/EPJ/

Contact: Muheet Mateen

Buyer Name: Muheet Mateen

Buyer Email: satish.gonbare@jsw.in

PR.No/Date: 4812400120/15.02.2024

Dear Sir/Madam,

We are pleased to place order against your Ref. Quote No. Dated: & Subsequent Negotiation, as per below mentioned Price, terms & conditions.

ALL THE PRICES MENTIONED BELOW ARE IN INR						
SR. NO.	SERVICE SHORT DESCRIPTION	UOM	QTY.	TOTAL VALUE	COMPLETION DATE	
1	AAI/MOD-Survey Charges for 3 WTGs	AU	1.000	33000	07.06.2024	
The above work contains following Services:						
SR.NO	SERVICE CODE		QTY.	UoM	UNIT PRICE	TOTAL BASIC VALUE
	SERVICE DESCRIPTION					
1.1	00SCS9312160800113 PRVD:LIASNNG SERVS;MNL,EA,VENDOR,VENDOR SAC Code:		1.000	EA	33000.00	33000.00
D/ T/C: I/P 18% GST_ND - 5940.00						
2	AAI NOC-Consultation charges for 3WTGs	AU	1.000	16500	07.06.2024	
The above work contains following Services:						
SR.NO	SERVICE CODE		QTY.	UoM	UNIT PRICE	TOTAL BASIC VALUE
	SERVICE DESCRIPTION					
2.1	00SCS9312160800113 PRVD:LIASNNG SERVS;MNL,EA,VENDOR,VENDOR SAC Code:		1.000	EA	16500.00	16500.00
D/ T/C: I/P 18% GST_ND - 2970.00						
3	MoD NOC- Consultation charges for 3 WTG	AU	1.000	16500	07.06.2024	
The above work contains following Services:						
SR.NO	SERVICE CODE		QTY.	UoM	UNIT PRICE	TOTAL BASIC VALUE
	SERVICE DESCRIPTION					
3.1	00SCS9312160800113 PRVD:LIASNNG SERVS;MNL,EA,VENDOR,VENDOR SAC Code:		1.000	EA	16500.00	16500.00
D/ T/C: I/P 18% GST_ND - 2970.00						
Total Duties/Taxes & Charges: I/P 18% GST_ND - 11880.00						
UOM Description :						
AU - Activity unit , EA - each ,						
Total PO Basic Value: 66000.00			Total Taxes / Charges : 11880.00		Total PO Value: 77880.00	

Total PO Value (In Figures):SEVENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY and ZERO Indian Rupee		
PRICE BASIS:FOR JSW SITE	Contract Period Start Date:08.03.2024 to End Date :07.06.2024 Delivery Address: Main Store, JSW Renewable Energy (Anjar) Limited 1st floor,Survey no 659,Versamedi, ,Welspun City Anjar,Kachchh,-370110 -Gujarat (India)	

PAYMENT TERMS:Payable in 7 days from SRN Date(Against RA Bill)

NOTE TO SUPPLIER:

[A] Payment terms : All milestone payments shall be made within 7days of submission of bills duly certified by our Engineer incharge

[B] Completion Period: Within 3 months from date of PO

[C] Liquidated Damages: NA

[D]Lodging, Boarding, Travelling : Travelling in Vendor#s scope. Local conveyance & Stay arrangement in JSW Scope or Shall reimbursed by JSW

at actual against submission of supporting documents

Thanking You

Yours sincerely,

For JSW Renewable Energy (Anjar) Limited

AUTHORIZED SIGNATORY

GENERAL TERMS AND CONDITIONS ("GTC") OF WORK ORDER / SERVICE ORDER APPLICABLE TO THE SERVICES PERFORMED/ WORK EXECUTED FOR JSW Renewable Energy Anjar Ltd

1. Definitions:

- 1.1 "Company / Buyer" shall mean JSW Renewable Energy Anjar Ltd, a company incorporated and validly existing within the meaning of the Companies Act, 2013 and include its successors and assigns.
- 1.2 "Service Provider / Contractor" shall mean the entity undertaking the performance of services, execution of work in accordance with the terms of Order.
- 1.3 "LOI" / "Work Order" / "Service Order" / "Order" hereinafter referred as Order, shall mean the document issued by Buyer identifying the scope of performance, price and other specifications relating to the Works along with the General Terms and Conditions and the commercial terms and conditions, which are incorporated by reference.
- 1.4 "Work", hereinafter referred to as Works, shall mean and include all the activities, including but not limited to execution of work and rendering such services as more particularly described under the scope.

2. Acceptance of Terms:

- 2.1 The Order shall govern the contractual relationship between Buyer and the Service Provider / Contractor to the exclusion of all the other terms and conditions, except if and to the extent otherwise expressly agreed in writing between Buyer and the Service Provider / Contractor;
- 2.2 Acknowledgement of the Order, including without limitation, by commencing performance as stipulated under the Order, shall be deemed acceptance of the Order.
- 2.3 In case of any inconsistency, discrepancy, ambiguity or uncertainty, the specific conditions agreed under the Order and special conditions shall prevail only to the extent contrary.

3. Disclaimer:

- 3.1 The Service Provider / Contractor acknowledges that it has made a complete and careful examination as well as an independent evaluation of the scope, specifications and standards (if any), local conditions, subsoil and geology, traffic volumes, suitability and availability of access routes, site conditions, applicable laws etc. The Service Provider / Contractor has further determined to its satisfaction the nature and extent of difficulties, risks and hazards as the case maybe, that are likely to arise or affect the course of performance/ execution of the Works. Buyer makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Service Provider / Contractor confirms that it shall have no claim whatsoever against Buyer in this regard.

4. Service Provider's / Contractor's Responsibilities:

- 4.1 Service Provider / Contractor warrants to Buyer that:
- (a) it shall execute the Works under the Order in conformity to the terms and conditions stipulated by Buyer in the Order otherwise in relation thereto and in accordance with the applicable laws and regulations; with all appropriate skill and care, in accordance with the best industry practice, will be of good quality and fit for intended purpose; and
- (b) The Works shall be free of all defects (design, workmanship, etc.), any claims of whatsoever nature, including without limitation title claims, and will cause any lien or encumbrance asserted to be discharged, at its sole cost and expense, within thirty (30) days of its assertion.
- 4.2 Any attempt by Service Provider / Contractor to limit, disclaim or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective. The warranties contained above are in addition to any other warranties required under the applicable law and no contrary disclaimer in this regard shall be valid or effective.
- 4.3 Service Provider / Contractor shall promptly and at its own cost, carry out all remedial work necessary to enable Buyer to accept the Works executed under this Order or necessary to remedy any deficiencies which occurred or were discovered within the warranty period / defect liability period commencing upon issuance of final acceptance certificate / commissioning certificate of the Works by Buyer, unless otherwise agreed between the parties.
- 4.4 Any re-performed Work shall carry warranties on the same terms as set forth above, with the warranty period being the later of the original un-expired.
- 4.5 Buyer reserves the right, at its sole discretion, to vary, amend or modify, reduce, increase the scope in part or full, with respect to its quantity, quality or otherwise, or upon being dissatisfied regarding the quality, progress and the performance by the Service Provider / Contractor or due to any other reason, without assigning any reason and without giving any prior notice whatsoever. Such a decision of Buyer shall be final and binding on the Service

Provider / Contractor.

4.6 In no event shall Service Provider / Contractor suspend the performance of Work under this Order.

4.7 In case of conflict between applicable technical specifications, drawings, codes and standards, the most stringent requirements shall apply. It shall be the responsibility of the Service Provider/ Contractor to identify any deficiencies, omissions, contradictions, ambiguities or conflicts between or within the Order, this GTC, and the applicable codes, regulations and standards, and to notify Buyer of such deficiencies, omissions, contradictions, ambiguities or conflicts in writing within 5 (Five) days from issuance of the Order. The clarifications or determination given by Buyer shall be final and binding on the Service Provider / Contractor.

4.8 In case any activities, deliverables or works required to be performed, which are not explicitly stated as the Service Provider's/ Contractor's responsibility, drawings/ specifications etc., but which are deduced therefrom and necessary for the proper performance of the Works by the Service Provider / Contractor, the Service Provider / Contractor shall render such performance without any claim for additional time and/or cost compensation.

4.9 Buyer reserves the right to inspect, test or reject any Works before acceptance. During inspection, if any deficiency or non-compliance is noted, then, Service Provider shall rectify such defects and/or remove and replace defective Work within reasonable time at its sole cost.

5. BUYER'S Responsibilities:

5.1 In consideration of the proper performance by the Service Provider / Contractor, Buyer shall pay to the Service Provider / Contractor the undisputed Order price, against properly raised invoices.

6. Price, Taxes and Duties:

6.1 The Price as agreed between the Parties shall be the full and complete compensation for the Service Provider's / Contractor's performance of all its obligations, and includes without limitation, any and all direct, indirect and ancillary charges, costs and expenses of whatsoever nature necessary for compliance with the terms and performance. Unless specifically approved by Buyer in writing, it shall not be made liable for any escalation / overrun compensation, idling charges.

6.2 Service Provider / Contractor shall be responsible to comply with all the applicable laws in relation to the taxes, duties, etc. as may be applicable in relation to the Works.

6.3 The Service Provider / Contractor is responsible to upload the details of services rendered to Buyer, every month within the due date of filing GSTR-1 as prescribed under Section 37 of the CGST Act. In the event of the Service Provider / Contractor not furnishing such details within the said due date, any tax demands on the Buyer from the Authorities, including but not limited to reversal of input tax credits in lieu of the Service Provider / Contractor not declaring the outward supplies, shall be recovered from the Service Provider / Contractor with interest and penalty.

7. Liquidated Damages:

7.1 Time is the essence for performance of Service Provider's / Contractor's obligations.

7.2 The Service Provider / Contractor will be required to meet the time schedule, delivery schedule / Bar Chart / milestone, performance guarantee parameters and also other obligations for service performance commitments as specified in the Order. There will be liquidated damages imposed on the Service Provider / Contractor as specified under Order, if the Service Provider delays in performance or fails to fulfil the obligations / commitments / performance agreed hereunder.

7.3 The amount of liquidated damages as stated in the Order are an agreed genuine pre-estimate of the loss and damage that the Buyer will suffer if the Service Provider / Contractor fails to fulfil the obligations in the manner and time schedule agreed hereunder and are not by way of penalty, provided always that the right to levy liquidated damages is in addition to and without prejudice to any other rights or remedies available to the Buyer under this Order, this GTC or any applicable law.

7.4 The liquidated damages will be deducted from the invoices of the Service Provider / Contractor or else can be adjusted from the Security Deposit if any or by invoking Bank Guarantee, if any.

7.5 Notwithstanding the right of Buyer to levy liquidated damages, Buyer shall also have the right to rescind/ terminate the Order at its sole discretion, in the event the Service Provider/ Contractor grossly and/or willfully fails to achieve the time schedule or fails to fulfil the obligations / commitment agreed or to demonstrate expediting the performance and/or improving its performance.

8. Limitation of Liability:

8.1 Any aggregate limit of liability of Service Provider / Contractor, as stated under the Order shall exclude any

liability arising due to infringement of IPR, breach of Confidentiality, fraud, gross negligence or willful default, indemnification or any other liability which cannot be limited by law.

8.2 The maximum liability of Buyer, at all times, shall be limited to the balance amount of consideration payable by the Buyer to the Service Provider / Contractor after adjusting the consideration already paid. Buyer shall not be liable for any indirect, consequential, exemplary, special, punitive or incidental losses, damages or costs.

9. Performance Security / Bank Guarantee:

9.1 Buyer may require the Service Provider/ Contractor to keep deposited with Buyer in advance such sum as agreed, as an interest-free refundable security deposit or performance bank guarantee as the case may be. The Security Deposit shall be refundable, without any incidence of interest, after 3 (three) months from the date of expiry or termination of the Warranty / Defect Liability Period, if any subject to deduction of any damages, loss, expenses, costs or statutory payments, as the case may be, which are incurred or likely to be incurred by Buyer towards statutory compliance or due to the non-compliance, breach or default by the Service Provider / Contractor.

9.2 All Bank Guarantees furnished by the Service Provider / Contractor shall be irrevocable and unconditional, valid till 3 (three) months after the expiry of Warranty / Defect Liability Period. The bank guarantee(s), as stated above, shall be issued by a reputed international bank/ nationalized bank having a branch in Mumbai, India and as is acceptable to Buyer. The bank guarantee(s) shall be furnished as per the format prescribed by Buyer. Notwithstanding its other legal rights and remedy, Buyer reserves the right at its sole discretion, to encash the above Bank Guarantee(s) in case the Service Provider / Contractor fails to deliver / complete the performance within the agreed time schedule or is in breach or default of its duties, obligations or terms of the Order or this GTC. For the avoidance of doubt, failure to extend the Bank Guarantees by the Service Provider / Contractor shall be deemed as breach.

10. Best Price Guarantee:

The Service Provider / Contractor must at all times render the performance at the most competitive Price/ unit rate and same as the lowest Price/ unit rate offered by it to any of its clients or customers. If at any time, it is discovered that the Service Provider / Contractor renders performance of equal/ similar nature and scope at a unit rate/ price lower than that offered to the Buyer, then upon such discovery, such lower price/ unit rate shall be payable by Buyer for all such performance during the period when such lower price/ unit rate is in effect. Any determination by Buyer in this regard shall be final and binding on the Service Provider / Contractor.

11. Transfer of Title and Risk:

The title for the Works or any part thereof shall be passed on to Buyer once the delivery in all respects as per the agreed timelines, specifications and other terms of this GTC and/or in accordance with agreed Incoterms 2020, is complete. The risk shall pass on to Buyer upon issuance of final acceptance certificate or commissioning certificate or as otherwise agreed between the Parties.

12. Suspension / Termination:

12.1 Buyer may terminate/ cancel the Order, at its sole discretion, at any time, without assigning any reason, and without being liable for any compensation, by giving thirty (30) days written notice to the Service Provider / Contractor. In such an event, Buyer shall pay to the Service Provider / Contractor for all undisputed invoices against such scope completed by the Service Provider / Contractor which are accepted by Buyer.

12.2 Without prejudice to the provisions of clause 12.1 above, Buyer may at any time, by written notice terminate/ cancel the Order, subject to 7 (Seven) days written notice, without being liable for any compensation, if: (i) The Service Provider / Contractor or any of its personnel commits a breach, default or violations of the terms or covenants or condition of the Order or this GTC or fails to comply with any of its duties, obligations or undertakings on its part to be observed, performed or fulfilled; (ii) Delay in performance, poor performance, non-performance in accordance with the agreed time schedule and/ or the performance guarantee parameters; (iii) The Service Provider / Contractor suspends, abandons the whole or part of the scope and its performance, contrary to the express terms herein; (iv) Any representation or warranty given by the Service Provider / Contractor is found to be incorrect; (v) initiation of dissolution, liquidation or winding-up (whether voluntary or compulsory) of Service Provider / Contractor or appointment of an Interim Resolution Professional / Resolution Professional, receiver or manager of any of Service Provider's / Contractor's assets or Service Provider / Contractor entering into any compromise or arrangement with its creditors; (vi) Service Provider / Contractor is blacklisted by any Government / Semi Government bodies due to which performance of this Order has become difficult.

12.3 Upon receipt of the notice of termination of the Order, the Service Provider / Contractor shall furnish all the relevant information to Buyer and shall hand over all the confidential information, data, documents, materials,

goods, tools, equipment including free issued materials provided by Buyer to assist the Service Provider / Contractor, within 15 (fifteen) days of receipt of such notice.

12.4 Upon termination of the Order, the Service Provider / Contractor shall have no right to claim any compensation or damages against Buyer whatsoever.

12.5 In all such cases of termination due to default of the Service Provider / Contractor, the security deposit or the Bank Guarantee(s) shall be forfeited / encashed and the Service Provider / Contractor shall also be liable for damages / debarment / blacklisting.

12.6 Unless otherwise directed by the Buyer, the Service Provider / Contractor agrees that the Service Provider / Contractor shall continue to execute Works in the same manner during the notice period co-operate with the Buyer for the smooth transition of this Order to any other party.

12.7 Buyer may order Contractor by prior written notice in writing to suspend all or any part of the performance for such period of time as may be determined by Buyer, at its sole discretion. The Service Provider/ Contractor shall promptly suspend work to the extent specified, properly care and protect all work in progress, materials, supplies and equipment etc. in its possession and control.

13. Remedial Work at Service Provider's/ Contractor's Cost:

During the subsistence of this Order or after termination of the Order, Buyer reserves the right to engage any third party at any stage, at its sole discretion for the performance of the balance, delayed, defective or abandoned scope at the sole risk and cost of the Service Provider / Contractor, if at any point of time, it is observed that the progress of Works is not as per delivery schedule / Bar Chart / milestone or the Service Provider / Contractor is in breach of any obligation, non-performance, defect, which is not cured/ remedied by the Service Provider / Contractor upon notice by Buyer or if in the opinion of Buyer the Service Provider/ Contractor will not be able to perform the work entrusted to him or that undue delay is being caused by the Service Provider / Contractor. Buyer shall be entitled to carry out any activities necessary to remedy the performance at the sole cost, expense and damages from the Service Provider/ Contractor. This right is in addition to any other rights and remedies that Buyer may have under the Order, this GTC and under the law, including but not limited to termination.

14. Force Majeure:

14.1 "Force Majeure" shall mean an event or circumstance or combination of events and circumstances which are beyond the reasonable control of the Parties which could not at the time of conclusion of these instruments be foreseen and that prevent either of them from wholly or partially performing any duties or obligations under the Order. "Force Majeure" shall inter alia include the following: act of government, war (whether declared or not), invasion, act of foreign or internal enemies, rebellion terrorism, revolution, insurrection, military, or usurped power, civil war, riot, munitions of war, sabotage, natural catastrophes such as earthquake, hurricane, typhoon, epidemics, pandemics, volcanic activity, adverse severe forces of nature or Acts of God. Provided that, the following events shall not be construed as a Force Majeure: (a) financial distress of the Service Provider / Contractor; (b) weather conditions, regardless of severity; (c) breakdown of any equipment, plant or machinery used by the Service Provider / Contractor; (d) results from non-compliance with any applicable law by the Service Provider / Contractor or the Service Provider's / Contractor's inability to obtain any permit, quota, license, clearance from any authority; (e) reduction, depletion, shortage, curtailment, or cessation of Service Provider's / Contractor's supplies, fuel, labour or reserves; and/ or, (f) strike/ stoppage of operations by the personnel of the Service Provider / Contractor; (g) any other event, caused or is attributable to the Service Provider's / Contractor's acts/ omissions or which could have been prevented by the Service Provider/ Contractor.

14.2 Notwithstanding anything contained in this clause, the ongoing COVID -19 pandemic outbreak shall not be deemed as a Force Majeure event, as the Parties are aware of the current outbreak of the COVID-19 at the time of finalization/ acceptance of the Order, which may impact their performance. Hence, the Parties agree to do their best to implement all reasonable mitigation measures in compliance with the existing guidelines and restrictive measures to enable the timely performance under this Agreement. Any subsequent hindrance due to evolution of COVID-19 shall be governed in accordance with the provisions of clause 14.3 to 14.5 under this GTC.

14.3 If either Party is prevented from performing any of its obligations by Force Majeure event, such Party shall give to the other Party a written notice within 14 (fourteen) days of occurrence of such events describing its effects supported by authentic evidence that are verifiable. On giving such notice, the affected Party shall be wholly or partially excused from the performance of its obligation to the extent it is so prevented by the Force Majeure condition. The Parties shall subsequently evaluate the effects and, if necessary, shall extend the Term accordingly.

14.4 The affected Party shall use all reasonable efforts to minimize any delay in its performance due to the occurrence of Force Majeure. The Parties shall bear their respective costs and expenses resulting out of such occurrence of Force Majeure as well as minimizing any delay.

14.5 If the period of non-performance or delay exceeds beyond 60 (sixty) days and the performance could not be

resumed under any circumstances, then both Parties shall consult and agree on the necessary arrangement for further implementation of the Works, including termination.

15. Statutory and Ethical Compliance with Applicable Laws:

15.1 The Service Provider / Contractor shall perform its obligations and duties diligently, prudently, honestly, efficiently and with sufficient amount of care and caution as is necessary for security and safety, reputation etc. in relation to the property and goodwill of Buyer.

15.2 The Service Provider / Contractor will comply with the provisions of all applicable laws (including but not limited to international trade laws, statutes, ordinances, rules and regulations applicable to the scope agreed hereunder) and shall obtain all necessary and applicable clearances under the applicable laws.

15.3 The Service Provider / Contractor undertakes to comply with all applicable laws/ statutes/ directives or regulations relating to anti-bribery, anti-corruption laws and shall promptly notify Buyer of any actual or suspected violation / breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, Buyer shall have the option to take such steps as it deems necessary to protect its interests including termination of this Order without damages or other sanctions including blacklisting.

15.4 The Service Provider / Contractor shall ensure that it has adequate systems in place to protect and safeguard any personal or sensitive personal information that it will be dealing with and shall at all times be compliant with the data protection regulations applicable to it in the relevant jurisdictions where it operates or conducts its business.

15.5 The Service Provider / Contractor understands that all business and other dealings, direct and indirect with embargoed entities are expressly prohibited.

15.6 Buyer is an environment friendly company and the Service Provider / Contractor undertakes to strictly follow and comply with all applicable laws, directives and policy with respect to protection of environment, health and safety, as may be applicable or otherwise prescribed by Buyer.

15.7 If the Works requires the performance or any part thereof to be carried on the site of Buyer, then the Service Provider / Contractor shall ensure that no scrap, wastage of any article, hazardous materials etc. is left behind at the site. The disposal of such items as stated above should be undertaken by the Service Provider / Contractor at its sole cost, as per applicable laws and good industry practices.

15.8 The Service Provider / Contractor shall at sole cost strictly comply with all relevant statutory Rules / Acts, labor laws and codes, notification, circulars or any amendments thereof as required by central / state / local government authorities including but not limited to minimum wages, provident fund, workmen compensation, payment of wages, labor license, work contract or any other statutory compliance applicable to its labor, Service Provider's / Contractor's workmen and all such personnel as may be engaged by it in relation to the performance, including any applicable register, records or clearances that shall be required to be maintained or returns to be filed with the authorities in this regard.

15.9 The Service Provider / Contractor shall assist in any enquiry, investigation or audit initiated by the Buyer or any Authority and disclose necessary documents and information to support and demonstrate the Service Provider's / Contractor's compliance with the requirement under this provision and applicable law and policy of the Buyer. Any costs or expenses incurred in this regard, shall be solely on the account of the Service Provider / Contractor.

15.10 The Service Provider / Contractor shall ensure that all the personnel engaged by it shall be more than 18 years of age.

15.11 Service Provider / Contractor shall be responsible for all losses or damages caused either directly or indirectly to the Buyer due to theft, pilferage, breakage, shortage or damage to the material, property or Work and any accident, injury, sickness or death of their personnel or otherwise during performance of the Work. The Service Provider / Contractor shall cooperate and comply with Buyer's instructions and immediately complete necessary legal procedures. The Service Provider / Contractor shall be solely liable for payment of necessary compensation, if required or directed, under the provisions of applicable labor law.

15.12 The costs, expenses or damages incurred by the Buyer shall be recovered from the Service Provider/ Contractor and the Service Provider/ Contractor shall further be liable to pay such penalty as shall be determined and deemed to be fit by the Buyer in accordance with the applicable policies and rules of the Buyer for noncompliance, negligence or default. This is without prejudice to other rights and remedies of Buyer including but not limited to termination of the Order and / or debarment / blacklisting of Service Provider/ Contractor for future engagement.

15.13 The Service Provider / Contractor shall abide by Buyer's disciplinary rules and regulations, safety and security guidelines, code of conduct and general business principles as prescribed from time to time. Further, the Buyer's Code of Conduct has been made available at (<https://www.jsw.in/groups/supply-chain-sustainability>) and deemed to be incorporated by reference. The Service Provider / Contractor shall read, understand and be solely responsible to strictly comply with the said code and violation thereof. The acceptance of Order shall be deemed acceptance of

JSW Code of Conduct. The Service Provider / Contractor shall check the above weblink from time to time in order to follow and comply with the updated codes and policies.

15.14The Service Provider/ Contractor hereby acknowledges and agrees that any consequence or risk resulting from any non-compliance of either any statutory provisions, approvals, mandates or any of the Buyer's applicable policies shall be at the sole risk, cost and expense of the Service Provider/ Contractor.

15.15Service Provider / Contractor undertakes to furnish its actual permanent as well as present / local address in all statutory registrations / registers / returns and shall not use Buyer's address in any statutory records / returns as their address. Service Provider / Contractor further undertake that under no circumstances their liabilities for contravention / non-compliance under any labour laws are enforceable on Buyer, as Principal Employer and in any such eventuality, Buyer, shall have the right to charge or recover such liabilities with interest and penalty from Service Provider / Contractor.

16. Indemnity:

The Service Provider / Contractor shall indemnify and hold harmless Buyer, its directors, officers, employees, affiliates from and against any and all claims, losses, actions, demands, statutory penalties and proceedings of third parties together with all legal expenses incurred in connection therewith arising out of any (i) personal injury, accident or death to any personnel, or for loss and damage to any property due to theft, pilferage, breakage, shortage, vandalism or otherwise, resulting from any cause arising out of and from any defect in the Work or (ii) inaccuracy, breach or non-fulfillment of any of the representations or warranties or obligations of the Service Provider / Contractor in this Order (iii) noncompliance with applicable laws or (iv) Infringement of third party intellectual property rights (v) breach of confidentiality. Pursuant to sub-clause (i) above, the Service Provider/ Contractor shall be responsible to bear any medical costs and expenses, which are incurred or accrued in relation to any bodily injury or accident.

17. Documents, Inspection and Audit: The Service Provider / Contractor shall permit Buyer, or its representatives, to inspect the relevant accounts and records relating to the Works to verify compliance, upon prior notice by Buyer. The Service Provider / Contractor shall preserve and maintain all the records, books of accounts and other related documents of evidence for statutory compliance in respect of the Works in accordance with the applicable law and produce the same as and when required by the government and regulatory authorities.

18. Set-Off / Cross Default: Buyer shall at all times be entitled to set off any present or future claims Buyer may have against Service Provider / Contractor against any present or future debts which Buyer may have with the Service Provider / Contractor. Buyer has a right to terminate the Order in the event of any default or breach committed by the Service Provider / Contractor in any other contract, subcontract, work order, purchase order or any other agreement executed between Buyer and the Service Provider / Contractor and adjust the amount of damages.

19. "Intellectual Property Rights": shall mean and include all proprietary rights, title, interest and other names, logos, trademarks and service marks included in any material provided to the Service Provider / Contractor by or on behalf of the Buyer, including any goodwill or other value generated in connection with their use thereof and the copyrights and other intellectual property rights provided to the Service Provider / Contractor by or on behalf of the Buyer. The Intellectual Property Rights shall at all times be solely owned by Buyer. The Service Provider / Contractor shall have no right to use any Intellectual Property Rights of the Buyer, except in such manner and at such times as are expressly approved by the Buyer.

20. Confidentiality: The Service Provider / Contractor shall maintain confidentiality and shall not disclose or divulge and also prevent the disclosure or divulgence of any secret and confidential information of Buyer or its subsidiary / affiliates / group company, acquired by Service Provider / Contractor during the course of performance under the Order or thereafter.

21. Assignment and Subcontracting: Service Provider / Contractor shall not assign or sub- contract any of its rights or obligations under this Order or any portion thereof, or any benefit or money accruing to it there under, without prior written consent of authorized person of Buyer. Buyer may however assign this Order to any of its group company and/or any third party as Buyer may deem necessary. In the event, the Contractor/ Service Provider is engaging subcontractor for performance of the portion of the Order with prior written consent of authorized person of the Buyer, then, the subcontractor shall be bound mutatis-mutandis by all the terms and conditions of this Order including GTC, statutory compliances, safety and security guidelines and such other terms as applicable to

the Contractor/ Service Provider. The Service Provider/ Contractor shall provide a copy of this GTC to the sub-contractor and shall enter into an agreement with back to back stipulations of the terms agreed hereunder and ensure compliance thereof. The Contractor/ Service Provider shall continue to be solely responsible for any non-compliance, non-performance or breach by its subcontractors.

22. **Step-in Rights:** If the scope requires subcontracting a portion of performance, or such subcontracting is agreed upon by Buyer, then Buyer upon its reasonable determination, in relation to any event of default stated in this GTC or any non-payment of the Service Provider / Contractor to the subcontractor, shall with prior written notice, have the right to take over the balance / part of the performance and directly engage any third party or the concerned sub-contractor, release payments on account of Service Provider / Contractor to the subcontractor, as well as complete the balance performance at the risk, cost, expenses of the Service Provider / Contractor.

23. **Waiver:** No waiver shall be effective unless made in writing and expressly agreed by the waiving party.

24. **Severability:** If for any reason whatsoever, any provision of the Order or this GTC is or becomes, or is declared by a court to be void, invalid, illegal or unenforceable, then such provisions shall be deemed to have been severed or removed, without any prejudice to the continuance in force and effect of all other provisions of the Order or this GTC.

25. **Relationship:** This Order is entered into strictly on principal to principal basis. This Order shall not operate to constitute either party as the agent, partner, employer or employee of the other or representative of the other and none of the employees/personnel of either party shall be entitled to claim any status as the employees of the other party.

26. **Amendment:** No modification or amendment to the Order shall be valid unless agreed in writing by both the Parties.

27. **Governing Law and Dispute Resolution:**

For Domestic Transaction valued up to Rs. 10 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to the courts having jurisdiction.

For Domestic Transaction valued above Rs. 10 Crores and up to Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996

("Act"), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties (referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing. The provision pertaining to 'Fast Track Proceedings' prescribed under section 29B of the Act shall be applicable to the arbitration proceedings invoked under this Clause.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

For Domestic Transaction valued above Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of India, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Mumbai shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ("Act"), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by three arbitrators, wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed jointly by the two arbitrators so appointed by the Parties and such third arbitrator shall act as the 'Presiding Arbitrator' (collectively referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Mumbai and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

For International (Import-based) Transaction valued up to Rs. 10 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to the courts having jurisdiction.

For International (Import-based) Transaction valued above Rs. 10 Crores and up to Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The

parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC Rules), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by sole arbitrator to be appointed with mutual consent of the Parties (referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Singapore and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing. The provision pertaining to Expedited Procedure and/or Emergency Arbitration as prescribed under the SIAC Rules shall be applicable to the arbitration proceedings invoked under this Clause.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

For International (Import-based) Transaction valued above Rs. 25 Crores

a) This Order shall be governed by and interpreted in accordance with the substantive laws of England and Wales, excluding any choice of law rules which would refer the matter to the laws of another jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this GTC or the transactions contemplated by this GTC. Subject to any dispute resolution mechanism, the courts at Singapore shall have exclusive jurisdiction over the matter.

b) For settling any dispute(s) between the Parties arising out of or in connection with this Order or GTC, the Parties shall discuss the same mutually to resolve such disputes amicably between themselves within a period of thirty (30) working days (or such extended period as the Parties may agree to in writing) on receipt of a notice for mutual resolution under this clause. If the Parties fail to amicably settle the dispute(s) as stated above, then the Parties shall refer such dispute(s) to arbitration.

c) The arbitration proceedings shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC Rules), as amended from time to time and in force as on the date of commencement of the arbitration proceedings. The arbitration proceedings shall be conducted by three arbitrators, wherein each Party shall appoint one arbitrator and the third arbitrator shall be appointed jointly by the two arbitrators so appointed by the Parties and such third arbitrator shall act as the 'Presiding Arbitrator' (collectively referred to as "Arbitral Tribunal"). The seat and venue of arbitration shall be Singapore and the language of arbitration shall be English. The Parties agree to conduct the arbitration proceedings remotely and virtually through video conferencing.

d) The cost of the arbitration proceedings shall be borne equally by the Parties, unless otherwise determined by the Arbitral Tribunal. Except for the matters under dispute before Arbitral Tribunal, the Parties shall continue to perform and fulfil their respective rights and obligations under the Order or this GTC unless the same is impossible without resolution of the said dispute.

28. **Entire Understanding:** This Order shall supersede and override all prior negotiations, proposals, representations, commitments, understandings or agreements between the parties, written or verbal or anything to the contrary contained in any other documents.

29. **Non-Exclusivity:** The Service Provider / Contractor is engaged on a non-exclusive basis. This does not in any way preclude Buyer's right to enter into similar arrangements/ orders/ agreements with any other party as Buyer may deem fit.

30. **Performance of Works for Affiliates/ other Units of the Buyer:** Any Affiliate/ other unit of the Buyer shall be entitled to avail the Works from the Service Provider / Contractor on the same terms and conditions.
31. **Cost and Expenses:** Each Party will bear its own costs and other expenses in connection with this Order and consummation of the transactions hereunder. All stamp duty, transfer fees and other expenses that may be payable on this GTC and all other deeds, documents or writings to be executed in relation to the Order shall be solely borne and paid by the Service Provider/ Contractor.
32. **Notices and Communications:** Any notice or communication, shall be made in writing in English language and shall be delivered personally or via courier or by registered post or by e-mail at such addresses as provided by the Parties. Any subsequent change in the address of either Party shall be duly communicated to the other Party at the earliest possible instance.
33. **Press Releases and Public Announcements:** No formal or informal public announcement or press release which makes reference to the Buyer and / or the terms and conditions of this Order or any of the matters referred to herein, shall be made or issued by the Service Provider/ Contractor without the prior written approval of the Buyer. If the Service Provider/ Contractor is obliged to make or issue any announcement or press release mentioned in this Clause pursuant to a requirement by law or authority, the Service Provider/ Contractor so obliged shall consult the Buyer as regards the contents of the said announcement or disclosure and take written approval of authorised person of the Buyer, before it is made or issued.
34. **Survival:** Upon expiry or termination of the Order, only the rights and obligations accrued prior to such expiry or termination shall survive. Additionally, stipulations and obligations relating to risk purchase, confidentiality, indemnity, dispute resolution, jurisdiction, governing law, miscellaneous shall remain in full force and survive any termination/ expiry of the Order.
35. **Cumulative Rights:** Notwithstanding anything specifically mentioned in this GTC, all rights and remedies available with the Buyer under this GTC shall be without prejudice to and in addition to any other right and remedies available with the Buyer under law and equity.