

Seller: The party with whom this order is placed as shown on the face of the Purchase Order.

1. **Buyer:** Sudarshan Chemical Industries Limited (SCIL).
2. **Acceptance:** This Purchase Order becomes a contract upon receipt of an order acknowledgement or within 2 days of date of this order, whichever is earlier.
3. **Quotation:** All terms and conditions in or attached to Seller/s quotations are hereby expressly excluded from this contract unless specifically spelled out in this Purchase Order.
4. **Services:** The services (if any) described in purchase order.
5. **Specifications:** The goods/ services supplied by the Seller shall conform to specifications submitted by the Seller and agreed by the Buyer. Quality of material should be same as per SCIL's approved specifications/ technically approved specifications
6. **Delivery:** (i) The date and place of delivery or performance stated in the purchase order shall be binding and must be adhered to,
(ii) Time is an essence in the performance of this order, and if deliveries of goods/services is not completed at the time specified, Buyer reserves the right without liability, and in addition to its other rights and remedies, to take either or both of the following actions:
(a) terminate this order by notice effective when received by Seller as to goods/services not yet delivered/performed and to purchase goods/services from elsewhere and charge seller with any loss incurred. (b) In case of delay in delivery, the Buyer shall have the right to recover the actual loss incurred. (c) Buyer's count will be accepted as final and conclusive on all dispatches (d) All packages must be clearly marked with order number and destination and must contain packing list enumerating contents. Batch/lot numbers must be mentioned on all packages, otherwise payment may get delayed (e) Goods should be packed in sound containers/bags. The gross tare & net weight should be shown separately on each container/Bag. If the goods contain moisture the weight on a 100% basis & weight as it should be serially numbered & each should bear the name of the item, lot no. Charges for packing & transport will not be allowed unless agreed in writing.
(iii) All the necessary documents mentioned should reach to our stores dept. along with the consignment at final delivery point Only. (a)Certificate of analysis. (b)Material safety data sheet, (c)Trem card, (d)Delivery challan, (e)Original LR consignee copy (f)Packing list, (g)Mentioning number of units and (h) Packing size per unit.
(iv) All goods/services should be delivered/performed at before 2.00 p.m. unless informed by buyer
7. **Title and Risk:** Title to and risk of loss for the material called for herein shall pass to the buyer upon delivery at the specified F.O.B. location. For F.O.R basis, The Vendor shall be responsible for delivery of the goods at the designated site of the Company and the title and risk shall be transferred upon completion of safe delivery of goods.
8. **Inspection and Shipment:** In addition to any Inspection required by the specified code or local jurisdictional authority, the Buyer or authorized representative reserves the right to inspect the goods/services during manufacture and testing, prior to dispatch. Such inspection does not relieve the Seller from his guarantees and/or responsibility for furnishing material strictly in accordance with specifications. It is without prejudice to Buyer/s right to inspect material at destination. Payment does not constitute acceptance.

If rejected, materials or equipment will be returned to seller for refund, credit or replacement at Buyer/s sole option, and seller will pay all handling and transportation charges both ways, when inspection is specified in the purchase order, Seller will not dispatch unless inspection is made or waived in writing by Buyer. It is further clarified, if the rejected material is not received and/or lifted by Seller, Buyer shall serve a notice by registered mail upon the Seller requiring him to remove the material within a period of three (3) days from the date of receipt of the notice and in case of failure to comply with the notice, Buyer shall have the right to sell such shipment without any further notice to the Seller without incurring any liability whatsoever to the Seller or anyone else. The Buyer shall, out of the sale proceeds so received, be entitled to retain a sum equal to the freight, storage and other charges due including expenses incurred for the sale and the surplus, if any, from such sale proceeds shall be returned to the Seller, as the case may be.

9. **Price and Payment Terms:** a) The prices accepted by Buyer and confirmed in the Purchase Order are fixed for the duration of the Purchase Order and may not be modified without the written agreement of the Buyer and Seller. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and confirmed by Buyer. b) Payment for goods/services delivered by Seller shall be made by Buyer as per agreed payment terms and conditions mentioned in purchase order c) Purchase Order number should be indicated in the Tax Invoice and credit note. d) All invoices to be raised in the name and address of respective plant or locations which are receiving the goods/services or services and Invoices to be accompanied with the goods/services. e) All Invoices are raised at the correct registered premises of the Company so that Company can avail Input Tax Credit ("ITC") and the Supplier shall ensure that the place of supply as per GST laws is same as registered premises of Buyer; f) In case Seller raises the invoice on an address other than agreed, it shall be the responsibility of the Seller to modify and rectify the invoice in a timely manner. Any failure of the Seller in doing so, will entail debiting of such losses by Buyer to its account. g) All Invoices have to separately be explicit on Taxable Values, CGST & SGST, or, IGST and other charges as per purchase order terms given to you. h) All invoices and other documents to mention Purchase / service order number, GST registration number, Vendor number, HSN / SAC code and HSN / SAC description clearly. i) All dispatches of goods/services are to be supported with E- Way bills as required by relevant statutes in force on the dispatch date.

11. **GST Conditions:** The Vendor shall provide a proper invoice in the form and manner prescribed under GST Invoice Rules containing all the particulars mentioned therein. Vendor shall also report the transaction in GSTR 1 return within 30 days of raising the invoice as enable the Purchaser to claim GST Input credit. In the event that the Vendor fails to provide the invoice in the form and manner prescribed under rules, Purchaser shall not be liable to make any payment against such invoice

Notwithstanding anything contained anywhere in the Order, in the event that the input tax credit of the GST charged by Vendor is denied by the tax authorities to Purchaser, Purchaser shall be entitled to recover such amount from the Vendor by way of adjustment from the next invoice, In addition to the amount of GST, Purchaser shall also be entitled to recover interest at the applicable rate and penalty, in case any penalty is imposed by the tax authorities on Purchaser

As per the applicable state rules Vendor is responsible to prepare an E-way bill for transportation of goods on GST online GST portal. In case Vendor is unable to prepare the E-way bill or in case any E way bill is erroneously made and the goods are being detained

by the Tax Authorities, in that case VENDOR has the responsibility to get the detained goods released and pay for the damages. Purchaser can recover for the damages caused in such event.

Event of default clause—In the event that the Vendor does not deposit the GST charged on the invoice issued to Purchaser or such GST charged on the invoice and paid by Purchaser is not reflected in online tax credit ledger on common GSTN portal of the Govt. as eligible input tax credit for any reason whatsoever, this Order shall be liable to be terminated with immediate effect and Vendor shall be liable to pay such damages as may be reasonably estimated by Purchaser

The vendor undertakes that any discount in relation to a supply, whether offered before or at the time of, will be specifically recorded in the tax invoice issued by the supplier or clearly identified with each supply invoice in any other manner agreed upon. For the discounts given post completion of supply, an appropriate Credit note (with appropriate references to the original invoice) will be issued to SCIL by the vendor. In respect of Indian vendor, the credit note so issued should be compliance with the provisions of the CGST Act.

Wherever applicable in terms of the GST Law, the Vendor agrees to raise an e-invoice after obtaining an invoice registration number (“IRN”) and the required QR code from the Invoice Registration Portal (“IRP”), while mentioning all relevant details.

12. Warranty : Seller warrants the material i.e. material, articles or services of any nature furnished hereunder (a) to be free from defects in material and workmanship, (b) to conform to applicable specifications, drawings, samples or other descriptions given, (c) to be suitable for the purpose intended (d) to be merchantable quality and further warrants that material of Seller/s design, will be free from defects in design, material and workmanship. The seller agrees to replace or correct promptly without expense to the Buyer, any material not conforming to the foregoing requirements when notified by the Buyer. In the event of failure of the seller to correct or replace material as required herein. Buyer may correct or replace such material and charge the seller the cost thereof. No approval by any inspector shall affect Seller/s obligation under this warranty. Seller further warrants the material furnished here under to be free from any lien, charge or encumbrance of any third party not declared or known to the Buyer before or after or at the time when title to the material passes to the Buyer pursuant to this contract. Seller shall hold Buyer harmless and indemnify Buyer from any lien, charge claims, right of retention, seizures, attachments or judgements resulting from Seller failure to fulfil contractual obligations to the Sellers, subcontractors, employees, servants, agents or persons to whom he has made a commitment of any nature. This warranty shall extend to the Buyer, its successors, assigns and the users of its products.

13. Intellectual Property Rights: The Seller shall indemnify and keep the Buyer, its Director, Employee and respective customers indemnified against all losses or damages arising from any infringement of any patent or invention rights, copyrights or trademarks in respect of any goods/services processed and supplied by the Seller against this order. In addition, all litigation costs, if any, suffered by the Buyer because of any suit shall be reimbursed to the Buyer by the Seller forthwith.

14. Drawings: All drawings, designs and specifications supplied by the Buyer to the Seller shall be deemed to be exclusive property of the Buyer and must be considered as confidential and must not be lent, copied or otherwise used without prior consent of the Buyer.

- 15. Seller's Liability:** The Seller shall be held liable to the Buyer for any special, consequential, incidental, and exemplary or punitive damages, or loss of profit or revenues. The Seller shall also be liable for the breach of Confidentiality, Indemnification and warranties for the services/goods/services provided/supplied under this Order.
- 16. Order Completion:** Order shall not be deemed complete until all required materials and equipment as well as requested drawing, test data, parts list, operating manual, maintenance manual and instruction books have been furnished. In case of machines/technical equipment after functional testing has been completed giving satisfactory result.
- 17. Safety: Accidents and Indemnity:** (a) Seller abides to follow the "Process Safety Management Systems" in vogue at buyer's premises. (b) It is necessary for the seller, either as principal or by agent or employee to enter upon the premises of the buyer to construct, erect, inspect or deliver hereunder. Seller covenants and agrees to take, use provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence or happening of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for and to indemnify and hold Buyer harmless from all loss, liability, costs and expenses, resulting from arising out of, or connected with all or any, such accidents, injuries or damages that may happen or occur through the acts or omissions of the Seller or his employees, agents and subcontractors. (c) The seller shall also indemnify and hold the Buyer harmless from all loss incurred for or by reason or a violation of any government or local ordinance, regulation of law in the execution of this order (d) Seller and consents and agrees to maintain at seller's expense such Public Liability, Property Damage, Employers Liability and comprehensive insurance as will protect the Buyer from the aforesaid risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts or similar laws under which Seller performs the work. Seller agrees to submit certificates of insurance evidencing his insurance coverage when requested by the Buyer and Seller further agrees to increase the limits of his coverage when in Buyer's opinion existing coverage is not adequate (d) The Seller shall hold the Buyer free and harmless from claims death of or injury to seller's employees or loss of or damage to the property of Seller or Seller's Employees and from all claims by third parties for personal injury or death or damage to property which arise out of or results from accidents or acts or omissions of seller or from breach of warrants (e) This indemnity shall survive the termination of the agreement /transaction and shall remain in effect until all claims and liabilities arising from the hazardous material have been fully and finally resolved. This indemnity clause shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 18. Termination:** This Purchase Order may be terminate/cancelled by the Buyer at any time in whole or part, by written notice to the seller. Upon receipt of said termination notice, the seller shall immediately discontinue all work on the order and discontinue the Placing of further orders for materials, facilities and supplies in connection with the performance of this Order and shall make every reasonable effort to procure cancellation of all existing order or contract which the Seller shall have made upon terms satisfactory to the Buyer and shall thereafter do only such work as may be necessary to preserve and protect work

already to progress and material, plant and equipment for such work in transit. Payment for work already completed or in progress at the time of notice of cancellation if received shall be adjusted in fair and reasonable manner. The Buyer is privileged to cancel this Purchase Order at any time upon written notice of 30 days to the seller without cost the Buyer (a) If the seller becomes bankrupt or goes into liquidation or the Seller makes a general assignment for the benefit of creditors, or a receiver is appointed for any property of the seller, (b) if the Seller fails to comply with any provisions of this Purchase Order.

19. Product Stewardship under Responsible Care Guidelines for Environmental Protection, Industrial Safety & Accident Prevention:

(i) Seller shall comply with all relevant statutory regulations and rules relating to environmental protections, industrial and transport safety and accident prevention, (ii) On request, Seller will provide Buyer with evidence of its compliance and Buyer shall have the right to audit the relevant sections of Seller's premises in order to ensure such compliance, (iii) Safety is a key priority to Buyer and basis of business relationship between Buyer and Seller. If Seller is present or renders services at Buyer's locations, Seller commits to comply with all safety and environmental related instructions and guidelines of Buyer at all times, (iv) All transportation requirements like safety helmets, safety shoes, PPE, antidotes to drivers and cleaners, first aid kit, fire extinguisher in vehicles, spark arrester, tanker fitness certificate, intactness of tanker seals, valve testing certificate, valid driver licence, vehicle PUC certificate, valid insurance certificate, Transport Emergency Card in three languages (English- Hindi – Marathi), training to drivers on safe transportation of HAZ goods, Endorsement of licence on hazardous chemical transport vehicle driving, Emergency information panel with U.N classification with hazard and substance identification & HAZCHEM code on tanker are compulsory with every supply, (v) Mobile and camera are not allowed in factory premise and (vi) All spark producing devices to be removed from the vehicle before entering the factory (vii) The Vendor shall promptly notify the company of any incidents, accidents, or spills related to the transportation of hazardous material and shall take all necessary measures to mitigate and rectify any damages caused by such incidents. (viii) Any hazard associated with the product must be prominently displayed on the packages/vehicles. The transport contractor must be provided with safety data sheet with a copy to Sudarshan. TREM card giving directions of FIRST AID & the method of dealing with spillage/leakage of material or any other hazardous occurrence the transport personnel must use safety appliances. (ix) All goods vehicles used for transporting dangerous or hazardous products must be equipped with a location tracking device/GPS enabled vehicle only to be used for transporting materials falling under hazardous or dangerous category as per CMVA 1989 rules.

20. Compliance with Law: The seller and Buyer shall comply fully with all applicable government and local laws, rules, regulations and orders. All items covered by this Purchase Order shall also comply with all such requirements.

21. Assignment: The Seller shall not be entitled to assign its rights or obligations under this Order to any third party without prior written approval of Buyer.

22. Severability: Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, to the extent that any provision or provisions of this Order are unenforceable they shall be

deemed to be deleted from this Order, and any such deletion shall not affect the enforceability of the remainder of this Order not so deleted provided the fundamental terms of this Order are not altered.

- 23. Indemnity:** Seller shall defend, indemnify, release and hold harmless Buyer and its officers/Directors from and against any and all claims, loss, damages, cost, charges, injury, liability, demands and pay any settlements and judgments claims, litigation cost, which Buyer and its officers/Directors may suffer of any nature, in each case, whether directly or indirectly resulting from or arising out of Seller's negligence including its failure to provide required services/goods/services as per this Order. In case Buyer incurs any expenditure/ penalty/ compensation, whether during the tenure of this Order or thereafter, including any compensation paid or payable against any claims/demands, due or to be due, by any Judicial/ Quasi-Judicial or Statutory Authority for non-compliances with applicable laws by Seller or as a result of any litigation of whatsoever nature, in such an event, Seller hereby unconditionally agrees to pay/reimburse buyer all such expenditure/ penalty/compensation.
- 24. Confidentiality:** Each Party shall treat as confidential all Confidential Information obtained from the other Party pursuant to this Order and shall not divulge such information to any person (except to such Party's own employees and then only to those employees who need to know the same) without the other Party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such Party prior to the commencement of the negotiations leading to this Order, which is already in public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious. Each Party shall ensure that its employees are aware of and comply with the provisions of this clause.
The Seller shall not reveal the scope of work/rates/quantities/facilities appearing in the Order to anybody without the knowledge of the Buyer. Violation of this Clause will be treated as breach of Order, in which case Buyer will reserve the right to take necessary punitive action against the Seller.
- 25. Force Majeure:** Either Party shall not be liable to the other Party for failure or delay in the performance of any of the obligations under this Order for the time and to the extent such failure or delay is caused by riot, civil commotion, wars, hostilities between nations, laws, governmental orders or regulations, embargoes, actions by governments or any agency thereof, an act of God, outbreak of pandemic, storms, fires, earthquakes, accidents, strikes, sabotages, explosions or other similar or different contingencies beyond the reasonable control of the respective Party ("Force Majeure event"). A notice of such event of force majeure shall be given by the Party affected to other Party within 10 (ten) days of occurrence of the event. This Order shall remain suspended during the period of force majeure. However, if the reason continues beyond a period of 60 (sixty) days, the Parties hereto may mutually agree to modify the terms of the Order or terminate the same.
- 26. Modification:** Any modification/ amendment in the "terms" of the order shall be in writing agreed between both the parties.

27. Notice: Any communication given by any Party to the other Party in connection with this Agreement may be delivered in writing to the respective addressees mentioned in the Order, or to such other addresses or contact details as one Party might designate to the other Party.

28. Governing Law: This Order shall be governed by and construed in accordance with the laws of India and the Courts of Pune shall have exclusive jurisdiction.

29. Arbitration: All disputes and differences between Buyer and Seller arising out of this Order or in regard to the interpretation or effect of any of the terms and conditions thereof and/or in relation to the rights and liabilities of the Parties hereto shall be referred to arbitration to by a sole arbitrator appointed by the Parties, and the provisions of Arbitration and Conciliation Act, 1996 and its subsequent amendments thereto, shall govern the said arbitration. The venue for arbitration shall be Pune. The cost of arbitration shall be borne by the Parties as decided by the arbitrator.