

## General Terms and Conditions-TBSPL Purchase/Service Order

1. Any sale and delivery of goods and services including but not limited to the manpower by the Supplier to Tata BlueScope Steel Private Limited (“TBSPL”) shall be subject to the General Terms and Conditions (“GTC”) set forth herein to the extent no other definitive agreements have been explicitly made. GTC is binding on the Supplier along-with the definitive agreement. In the event of a conflict between the definitive agreement and GTC then the terms and conditions of the definitive agreement shall prevail over GTC to the extent of repugnancy only.
2. The Supplier’s general terms and conditions shall not be applicable unless TBSPL has explicitly approved in writing.
3. In case of any conflict in the provisions stated in the documents provided to the Supplier, the following will form the order of precedence:
  - i. Technical Specifications
  - ii. Drawing
  - iii. Scope of Work
  - iv. Special Conditions of Contract
  - v. Definitive agreement
  - vi. GTC
4. Subject to the provisions mentioned above, the several documents forming part of the transactions are to be taken as mutually explanatory to one another and in case of ambiguities or discrepancies within or between such documents, the same shall be explained and adjusted by the issue of an instruction by TBSPL.
5. **Definitions**
  - i. **“Order”** with reference to the goods shall mean the system generated Purchase Order and with reference to the services shall mean the system generated Service Order issued by TBSPL.
  - ii. **“Supplier”** means with reference to goods the person who supplies goods and with reference to services or manpower the person who supplies services of any description or manpower and the Supplier of goods or the Supplier of services or manpower, unless the context otherwise requires, can be used interchangeably or singly to represent supplies of goods as well as services or manpower.
6. **Delivery of Goods and Services.**
  - 6.1. The Supplier shall, at its own expense, pack, load, and deliver goods to the delivery point as specified by TBSPL and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Order or otherwise provided to the Supplier by TBSPL in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Order or otherwise agreed to in writing by TBSPL.
  - 6.2. Time is of the essence with respect to delivery of the goods and performance of the services. Goods shall be delivered and Services to be performed as per the delivery schedule. The Supplier must immediately notify TBSPL if Supplier is likely to be unable to meet the delivery schedule. At

any time prior to the actual delivery, TBSPL may, upon notice to the Supplier, cancel or change the Order, or any portion thereof, for any reason, including, without limitation, for the convenience of TBSPL or due to the failure of the Supplier to comply with the Order, unless otherwise noted. If the Supplier fails to deliver the goods or perform the services on time or within an additional reasonable grace period set by TBSPL at its sole discretion, TBSPL shall be entitled to refuse acceptance, rescind the Order and/or demand compensation. However the Supplier agrees that any extension of time granted shall not prejudice the rights of TBSPL under this Order or as per the law in force.

- 6.3. The ownership and legal title to the goods shall transfer to TBSPL when the goods are properly delivered by the Supplier at the place of its delivery and in conformity to the specification as stipulated in the Order. Until then, the goods shall be at the risk of Supplier irrespective of whether the Supplier has received the consideration and in the event of delivery with installation or assembly the risk passes to TBSPL upon successful completion of the acceptance by TBSPL. Commissioning or use shall not replace the declaration of acceptance by TBSPL.
- 6.4. The Supplier shall follow all instructions of TBSPL and cooperate with TBSPL's customs broker as directed by TBSPL (including by providing requested shipping documentation) with respect to all goods that originate from sources or suppliers based outside India. The Supplier shall comply with all the requirements under Indian Customs Law and any other law including US Sanctions and US laws on import - exports obligations as may be applicable with respect to the importation of goods from outside India.
- 6.5. When the Supplier is delivering goods or providing services on TBSPL's premises the Supplier shall obey TBSPL's policies concerning security, environmental, code of conduct and fire protection and efficient use of energy currently in force which is available on its website.
- 6.6. Any defect in deliveries should be replaced immediately by new deliveries that are free from defect, and faulty services must be rectified faultlessly. In the event of development or design concerning engineering defects TBSPL shall be entitled to immediately assert the rights as provided for under the Order without prejudice to other remedies available to TBSPL.
- 6.7. If Supplier has to deliver or perform in accordance with TBSPL's plans, graphs or other specific demands, the Supplier expressly guarantees the conformity with TBSPL' demands. If delivery or performance deviates from the demands TBSPL shall immediately have the rights as provided under the Order without prejudice to other remedies available to TBSPL.
- 6.8. The Supplier shall, without prejudice to the rights of TBSPL to take any other action under the Order, indemnify and keep indemnified TBSPL from and covenants to pay such sum of monies equivalent to any losses, costs, charges, expenses, claims or demands suffered or incurred or that may be suffered or incurred by TBSPL by reason of, or arising out of or related to the Goods not performing in accordance with the standards specified in the quotation given by the Supplier or in accordance with the Order, or the good not performing without defect or to the full and complete satisfaction of TBSPL.

## **7. Inspection; Acceptance and Rejection.**

- 7.1. All shipments of goods and performance of services shall be subject to TBSPL's right of inspection. TBSPL shall have minimum **ninety (90) days** (the "**Inspection Period**") following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and

upon such inspection, TBSPL shall either accept the Goods or Services (“**Acceptance**”) or reject them. TBSPL shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, TBSPL shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term herein mentioned. Transfer of title, to TBSPL, of Goods, shall not constitute TBSPL’s acceptance of those Goods. TBSPL shall provide Supplier, within the Inspection Period, notice of any Goods or Services that are rejected. TBSPL’s inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Supplier’s warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance, and use of the Goods or Services.

- 7.2. TBSPL shall be entitled to return rejected Goods to the Supplier at the Supplier’s expense and risk of loss for, at TBSPL’s option, either: (i) full credit or refund of all amounts paid by TBSPL to the Supplier for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by TBSPL. Title to rejected Goods that are returned to the Supplier shall transfer to the Supplier upon such delivery and such Goods shall not be replaced by the Supplier except upon written instructions from TBSPL. The Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with Order, unless delivery of such Goods is approved in advance by TBSPL, and is accompanied by a written disclosure of TBSPL’s prior rejection(s). If the Supplier fails to pick up/correct/dispose rejected material within specified period then the Goods will be lying at the risk and loss of the Supplier and inventory carrying charges will be applicable beyond the specified period and the same will be debited from the Supplier’s Invoices and it shall be treated as debt owed to TBSPL. TBSPL reserves the right to dispose-of the rejected material as scrap, if the Supplier fails to pick up/correct/dispose of rejected material within specified time by TBSPL in writing.
8. **Price/Payment Terms.** Prices for the Goods and/or Services will be set out in the applicable Order. Any escalation or variation in the price shall not be effective unless agreed to in advance in writing by TBSPL. The Supplier will issue all invoices on a timely basis. All invoices delivered by the Supplier must meet TBSPL’s requirements, and at a minimum shall reference the applicable Order. TBSPL shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of the contract nor shall any interest be charged on such amounts. Notwithstanding the foregoing, TBSPL agrees to pay at its discretion the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.
9. The Supplier confirms that TBSPL does not commit to purchase a minimum volume of any Goods/Services from the Supplier and in relation to that TBSPL shall not be liable to pay any compensation whatsoever arising out of any deficit quantity of Materials/Services not being purchased from the Supplier.
10. The Supplier shall submit below-mentioned copies of its invoice to our authorized representative for certification:

- a. The shall submit the below-mentioned invoice in original along with the documentary evidence to establish that all applicable statutory compliances have complied and the completion of the job to the satisfaction of TBSPL for the validation to our authorized representative on a monthly basis by 15<sup>th</sup> day of the following month or within 15 days of completion of the job whichever is earlier and TBSPL reserves the right to reject any invoice if the same is not submitted within the aforesaid period or the invoice falls short of the validation. The above condition of submitting invoice within 15 days is applicable only to the Service Provider from whom TBSPL has availed any kind of services.
- b. Tax Invoice [Original for Recipient / TBSPL copy and Duplicate for Supplier copy], three copies of delivery challan, if any, along with the consignment. Set of documents should also contain TCs / MTCs & Inspection reports also MSDS if necessary.
- c. Tax Invoice shall be prepared and issued by you strictly in terms of Section 31 of the CGST Act, 2017 and shall accompany the services rendered. Services so rendered shall not be certified by us without the corresponding tax invoice and other relevant documents.
- d. The Material Supplier shall promptly issue and submit tax invoice towards the supply of goods, not later than 5 working days from the date of issuing the invoice. In case of any delay beyond the prescribed period, the credit period, if any, shall be suitably extended to that extent.
- e. In particular, the tax invoice shall invariably contain the following details:
  - i. Name of the supplier
  - ii. Address of the supplier
  - iii. GSTIN of the supplier
  - iv. Type/Nature of document
  - v. Serial Number
  - vi. Date of its issue
  - vii. Name of the recipient
  - viii. Address of the recipient
  - ix. GSTIN of the recipient
  - x. HSN code of goods
  - xi. Accounting Code of services
  - xii. Purchase Order / Service Order Number
  - xiii. Purchase Order / Service Order Date
  - xiv. Description of goods or services or both
  - xv. Quantity in case of goods and unit or Unique Quantity Code thereof
  - xvi. Total value of goods or services
  - xvii. Free issue material, if any
  - xviii. Taxable value of goods or services taking into account discount or abatement or Free Issue, if any
  - xix. Rate of tax (CGST, SGST or IGST)
  - xx. Amount of tax charged/ debited/ credited in respect of taxable goods or services (CGST, SGST or IGST)
  - xxi. Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce

- xxii. Place of delivery where the same is different from the place of supply
- xxiii. Whether the tax is payable on reverse charge
- xxiv. Specific endorsements - Original for TBSPL, Duplicate for Transporter and Triplicate for supplier in case of goods and Original for recipient and Duplicate for supplier in case of service
- xxv. Signature or digital signature of the supplier or his authorized representative
- f. Any reversal of Input Tax Credit or recovery of interest or imposition of penalty on us owing to deficiency in tax invoice or any other dispatch document shall be recovered from the supplier.
- g. Place of Delivery/Supply and TBSPL/Recipient's Details: Please refer page 1 of the Purchase Order including GSTIN for the same. The supplier shall prominently and correctly mention the said place of supply along with State Code and Location of Supplier and his State Code, on the face of the invoice.
- h. Consignee's Details: Please refer page 1 of the Purchase Order including GSTIN for the same.  
Bill/Invoice addressed to:  
The invoices shall be addressed to-  
GM (Finance),  
M/s Tata BlueScope Steel Private Limited,  
<Bill to Party Address>

## 11. Taxes.

- 11.1. Goods and Service Tax ( GST):
  - a. The purchase/basic price is inclusive of all statutory payments required for the delivery of goods or services but exclusive of GST, which shall be paid as applicable by TBSPL.
  - b. Licensor shall provide Tax Invoice (Original for Recipient ), which is prepared and issued strictly in terms of Section 31 of the CGST Act, 2017
  - c. Tax Invoice shall be issued in the name of ' Tata BlueScope Steel Pvt. Ltd, (TBSPL) with a address as per place of supply or Bill to address as provided in purchase order and shall mention TBSPL's GST registration number accordingly .
  - d. It shall be the sole responsibility of the Supplier to determine whether CGST+SGST/UGST or IGST is payable.
  - e. GST paid to the supplier shall be liable to be recovered along with interest @ 24% and penalty, if any, imposed on TBSPL , in case the Supplier fails to report / incorrectly reports the supply details in the monthly/ quarterly/ annual returns as may be required to be filed under the CGST Act, 2017/ IGST Act, 2017 / UGST Act and State GST Act applicable in the State of the Licensors. Notwithstanding the above clause or any other clause, the Supplier shall, suo moto or upon advise received from TBSPL, promptly report/ make requisite correction in the return to be filed by the Licensors for the month immediately following the month in which such details were originally reported / or required to be reported In case of any reduction in taxes or additional benefit accrued on account of input taxes, the supplier shall forthwith pass on such benefit by way of reduction in price in terms of Section 171 of the CGST Act, 2017. On failure to pass on such benefit by the supplier, TBSPL will suo moto quantify such benefit based on the available data and reduce the price unilaterally which shall be deemed to be acceptable to the supplier.

- f. Without prejudice to any other clause and to any other rights or remedies TBSPL may possess and the rights of set off, TBSPL suffers any loss by reason of uploading incorrect invoice or not uploading invoice within stipulated time in the GSTN or by any breach of statutory duty giving rise to a claim for damages or indemnity or contribution by TBSPL against the Supplier, then without prejudice to and pending the final determination of the amount of such loss, indemnity, contribution or payment, the Supplier shall forthwith pay or allow TBSPL to set off such sum as TBSPL shall bona fide estimate as the amount of such loss, indemnity, contribution or payment. Such an estimate shall be binding and conclusive upon us until such final determination.
  - g. Without prejudice to any other clause, the Supplier shall indemnify and hold harmless TBSPL from all claims, damages, losses, penalties, interests and expenses (including legal fees & expenses) arising out of delay in uploading the invoice and/or delay in submission/furnishing the data as may be asked for by the authorities and/or uploading invoices with incorrect data and/or correcting the data in the invoice within stipulated time in the GSTN or otherwise non-allowability of input tax credit under GST. The Supplier will pay TBSPL's claim within 7 days from the date of receipt without any demure.
- 11.2. Income Tax / Withholding Taxes ( TDS) / Collection of Taxes ( TCS)/ Duty benefits :
- a. TBSPL shall deduct TDS as per applicable provisions of Income Tax Act, 1961 or CGST/SGST Act, 2017 wherever applicable , from the payment to be made to supplier and shall issue certificate as per the provisions of said acts .
  - b. In case supplier wishes to obtain concession in tax deduction / collection / take benefit of avoidance of double taxation agreement / international treats etc , in that case supplier shall provide all the applicable documents such as tax residency certificate , declarations as the case may be along with tax / commercial invoices , at its own cost and consequences, to TBSPL.
  - c. Supplier may collect TCS as per applicable provisions of Income Tax Act, 1961 and shall issue certificate as per provisions of the said act to TBSPL.
  - d. In case TBSPL wishes to avail benefits in customs duties / other taxes based on free trade agreement etc with supplier's country, Supplier shall provide all the applicable documents, certificates, applicable ITC / HSN code, as required by TBSPL, from his country at its own cost and consequence to TBSPL.
- 12. Hazardous Materials.** The Supplier agrees to provide, upon and as requested by TBSPL, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by TBSPL.

**13. Legal Compliance: Workplace Safety.**

- 13.1. The Supplier shall at all times comply with all applicable statutory, federal, provincial, and municipal laws, regulations, standards, and codes including but not limited to such laws and regulations relating to the workplace, consumer safety, environmental protection, labor payments, welfare, health & compensation. The Supplier shall obtain all applicable permits, licenses, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and perform the Services as per the Order of TBSPL.
- 13.2. At the request of TBSPL, the Service Provider shall provide such documentary evidence are required to verify the compliance of clause no.13.1 including but not limited to Master roll , bank's statement, wage register, wage slip , PF Challan, ESI Challan, PF Slip, ESIC & PF Registration. Annual payment statement like Payment of annual leave, Bonus etc. & submitting compliance thereof.
- 13.3. With respect to deliveries and the performance of services, the Supplier alone shall be responsible for compliance with regulations for the prevention of accidents.
- 13.4. Any failure by the Supplier to satisfy the Statutory Compliances may be made good by TBSPL at a cost to the Supplier. TBSPL shall, on a report having been made by an inspecting officer in the relevant statute , have the power to deduct from the monies due to the Supplier any sum required or estimated for making good the loss suffered by a worker by reason of non-fulfillment of the statutory conditions of the contract for the benefit of workers, non-payment of wages including PF, ESI, Employee Compensation or of deductions made from his or their wages which are not justified by the norms of the contract or non-observance of the said Supplier's Labour Regulations.
- 13.5. The Supplier shall indemnify TBSPL and pay the full amount to TBSPL towards any liability, costs, damages, expenditure including legal costs etc. arising out of or in connection with the non-compliance of statutory provisions mentioned above.

**14. Import and export provisions, conflict minerals** The Supplier shall comply with all export regulations (especially the export control and customs regulations) applicable in the country of destination and at Supplier's seat and – where applicable - the United States of America. The Supplier shall clearly show the corresponding classification (Export Control Classification Number) as well as the applicable statistical product number (HS Code) and the country of origin in the documentation (shipping note, invoice, etc.) provided for all deliverables that are subject to export licenses or US (re-)export regulations. The Supplier shall be obliged to provide at its own expense the required declarations and information, allow checks to be performed by customs officials and furnish the requisite official letters of confirmation.

**15.** Where goods and services to be delivered to TBSPL involve technologies in terms of technical knowledge, which are subject to US (re-)export regulations (EAE, ITAR), the European Dual Use regulation or to the German Export Control List, the Supplier shall be obliged to inform TBSPL in writing about this circumstance.

16. The Supplier has implemented reasonable measures to ensure that its goods and services are in compliance with the requirements and do not contain any conflicting material which is prohibited or restricted under any laws of an international treaty or any country.
17. **Product Warranties.** The Supplier warrants to TBSPL that all goods provided shall be (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by TBSPL Goods shall be new (iv) free from defects in design, material and bad workmanship; (v) in strict compliance with the Specifications and performance test parameters, if no standard of goods or workmanship shall be so described, such goods and workmanship shall be in accordance with the best standards of the industry, in compliance with the statutory requirements and satisfactory to TBSPL; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to TBSPL; (viii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards and codes as published by Bureau of Indian Standards; (ix) in accordance with all Specifications and all TBSPL's policies, guidelines, by-laws and codes of conduct which are published on its website or notified in writing to the Supplier.
18. **Service Warranties.** The Supplier warrants to TBSPL that Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all TBSPL's policies, guidelines, by-laws and codes of conduct which are published on its website or notified in writing to the Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. TBSPL may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of TBSPL, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of TBSPL.
19. **Intellectual Property Warranty.**
- 19.1. The Supplier shall warrant that at all times all Goods and/or Services (including any Deliverables) supplied do not infringe any design, Patent, trademark or any intellectual property of any third party and in event of any claim, loss or damage suffered by TBSPL or any infringement action being taken against TBSPL by third party shall be to the account of Supplier with respect all risks and costs.
- 19.2. In the event that any Goods provided by the Supplier to TBSPL are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, the Supplier shall, at its own option and expense, without prejudice to any other right or remedy of TBSPL (including TBSPL's indemnification rights hereunder), promptly provide TBSPL with a commercially reasonable alternative, including the procurement for TBSPL of the right to continue using the Goods in

question, the replacement of such Goods with a non-infringing alternative satisfactory to TBSPL, or the modification of such Goods (without affecting functionality) to render them non-infringing.

19.3. **Manufacturer Warranties.** The Supplier shall assign to TBSPL all manufacturer's warranties for Goods not manufactured by or for Supplier, and shall take all necessary steps as required by such third party manufacturers to effect an assignment of such warranties to TBSPL.

## 20. Warranty Remedies.

20.1. In the event of breach of any of the warranties mentioned and without prejudice to any other right or remedy available to TBSPL (including TBSPL's indemnification rights hereunder), the Supplier will, at TBSPL's option and Supplier's expense, refund the purchase price for, or correct or replace the affected goods, or re-perform the affected services, within 10 day(s) after notice by TBSPL to the Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from TBSPL to the Supplier, and return shipment to TBSPL, and costs resulting from supply chain interruptions, will be borne by the Supplier. If Goods are corrected or replaced or Services are re-performed, the warranties will continue to apply to the corrected or replaced goods commencing from the date of replacement or correction. If Supplier fails to complete the delivery of goods or service within the stipulated schedule or, if completed the delivery of goods or service within stipulated schedule but not found as per desired specification & quality, TBSPL reserves the right to get the contract completed from alternative sources at the Supplier's risk, responsibility and cost. Any extra cost incurred to get the contract completed from alternative source will be recovered from the Supplier, if necessary by due legal process or withholding payment against any due payable to the Supplier.

20.2. For the abundant clarity, the Supplier agrees that goods or services supplied, which are not as per the agreed specification or in breach of any warranties and using as an input, shall damage the resulting/final goods or services of TBSPL to which the Supplier shall indemnify and keep indemnified and compensate TBSPL against all losses, claims, damages, liabilities, costs including legal costs, charges etc. of any third parties more specifically any clients to whom such goods or services sold or rendered by TBSPL.

## 21. The penalty of delay in delivery and loss for breach

21.1. In case of failure of the Supplier to effect deliveries of the goods or services as per the agreed delivery schedule, TBSPL shall be entitled to deduct the penalty at 0.5% per week of delay, of the Basic value of the Order, subject to a maximum of 5% of the Basic value.

21.2. If Supplier is in breach of any of the terms and conditions of this Order and/or any document provided to the Supplier during the course of transactions then without prejudice to another remedy the Supplier shall pay the amount of the loss or damage as estimated by TBSPL at its absolute discretion. Such an estimate shall be binding and conclusive upon the Supplier.

## **22. Intellectual Property Rights.**

22.1. All technical documents, tools, in-house standard sheets, means of production, designs, drawings etc. and the like provided by TBSPL during the transaction shall be the original property of TBSPL. All intellectual property rights under that shall vest in and be the intellectual property of TBSPL. They, together with all duplicates that the Supplier may have been made, must automatically be returned to TBSPL as soon as the order has been executed. The Supplier shall not be entitled to assert a right of retention in this respect. The Supplier shall fully protect TBSPL against any infringement of intellectual property rights and shall not use the Design, Drawings, Specifications, Details, Instructions for any purpose other than the purpose covered under the transactions and shall take such action, claims and proceedings against third parties infringing intellectual property right and/or copyright and in the event of any infringement Supplier shall immediately notify TBSPL in respect thereof.

22.2. All Intellectual Property Rights in and to each Service shall vest in TBSPL free and clear of all liens and encumbrances on receipt of payment by the Supplier for each Service. To the extent that any Service contains any intellectual property of the Supplier, the Supplier hereby grants to TBSPL a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Service. The Supplier agrees to provide to TBSPL all assistance reasonably requested by TBSPL to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in TBSPL and its successors and assigns.

## **23. Confidentiality.**

23.1. The Supplier shall, at all the time during the term of the Order and after its expiry or early termination as the case may be, ensure that complete confidentiality is maintained by it and all its employees with regard to all information, whether marked as confidential or not, if disclose to any third party may seriously prejudice to TBSPL and its business interest, such information may include information relating to its Premises, business, assets, affairs, trade secrets, clients, business model, employees and any other such information as the Supplier/his employees may come across while performing the services under the Order. The Supplier affirms and undertakes that neither it nor any of its officers, employees or workmen shall at any time divulge or make known to any third parties any TBSPL' information. This clause shall not, however, apply to any information, which is or becomes public knowledge through no fault of the Supplier and its employees/workmen. The obligation under this clause shall survive the expiry or earlier termination of the relationship between the parties. In case of breach of such obligation at any time by the Supplier or its officers, employees or workmen, the TBSPL shall have right, in addition, to get damages to form the Supplier, and to take suitable legal action as may be advised by TBSPL's legal advisors including injunctive relief. The obligations under this clause shall perpetually bind the Supplier as long as it holds the information of TBSPL.

23.2. The Supplier shall not disclose such Information(s) to any potential Sub-Service Provider, if any, until such time and in such manner as agreed by TBSPL in writing. The decision of the TBSPL will



be final and binding on the Service Provider in this regard. The Supplier shall use best endeavors to prevent the authorized disclosure of all information hereunder.

23.3. The Supplier covenants to sign a definitive confidential agreement with TBSPL at any time and in the format provided by TBSPL.

**24. Insurance.** The Supplier shall take out and maintain at its own cost such comprehensive insurance policy as are instructed by TBSPL to cover all risks and liability of the Supplier till the risk and property in the goods passes to TBSPL. The Supplier shall submit to TBSPL the documentary evidence that the insurances under this clause are properly maintained within seven days of request. In the event the Supplier makes default under this clause or in continuing or in causing to insure as instructed or required by TBSPL under in this clause, TBSPL may itself insure on behalf of the Supplier against any risk with respect to which the default shall have occurred and shall deduct a sum or sums equivalent to the amount paid or payable in respect of premium from any monies due or to become due to the Supplier or such amount shall be recoverable from the Supplier by TBSPL as a debt. Unless the context otherwise requires, for the purpose of this clause insurance also includes ESI, workmen compensation or any insurance to cover risk against the personal injury, accident etc

**25. Indemnities.** The Supplier shall indemnify, defend and hold harmless TBSPL, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the “TBSPL Indemnified Parties”) from and against any claims, costs, expenditure, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by TBSPL Indemnified Parties or any of them arising out of: (a) death, bodily injury, sickness, disease or death of any person; (b) willful default, fraud, negligence etc. (c) loss or damage to any property, real or personal resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder; (d) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person; (e) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subService Providers; (f) Supplier’s breach of any of its obligations, representations, conditions or terms and conditions of this GTC, order or any definitive agreement; (g) any loss or damage arising out of delay in uploading the invoice and/or delay in submission/furnishing the data as may be asked for by the authorities and/or uploading invoices with incorrect data and/or correcting the data in the invoice within stipulated time in the GSTN; (h) any liens or encumbrances relating to any Goods or Services or (i) violation of any law including any laws on privacy; (j) any defect in the title of the goods or services.

**26. Limitation of Liability.** In no event will TBSPL be liable to the Supplier or any other person for any indirect, incidental, consequential, special, exemplary or punitive damages, including any loss of profits, data, goodwill, or business opportunity for any matter whether or not TBSPL was advised of the possibility of such loss or damages. The total liability of TBSPL shall not exceed the order value however this sub-clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by TBSPL.

## 27. Data Protection

- 27.1. The Supplier shall (i) comply with all data protection and privacy laws applicable to the processing of personal information/data, including the Supplier's obligations under the Privacy Shield Frameworks; (ii) process Personal Data only for the purpose of providing the Goods/Services to Customer; and (iii) maintain reasonable and appropriate physical, administrative and technical safeguards designed to protect Personal Data from loss, misuse, unauthorized access, disclosure, alteration and destruction (iv) shall comply to General Data Protection Regulation (GDPR) in EU law on data protection and privacy for all individuals
- 27.2. The Supplier represents and warrants that it has necessary written approval from the provider of the personal information for the use of that information.

**Restriction on Publicity** The Supplier shall not at any time take or permit to be taken any photographs of the works for use in any publicity or advertising or use the works or any part thereof in any publicity or advertisement nor shall the Supplier impart to any publication, journal or newspaper or to any radio or television programme any information regarding the works unless he shall first have obtained a written permission of TBSPL. The contract documents, details, levels or other information supplied to the Supplier under a particular contract shall not be used by him for any purpose other than that contract, and the Supplier shall if so requested by TBSPL at the practical completion of the works, forthwith return to TBSPL of the same.

- 28. Independent Service Providers.** The Supplier will deal with TBSPL as an independent Service Provider and in no way will Supplier or its employees, agents, officer, sub-Service Provider, consultant etc. be considered employees, agents, partners, fiduciaries, or joint venture of TBSPL. Supplier and its employees, agents, officer, sub-Service Provider, consultant etc. will have no authority to represent TBSPL or its Affiliates or bind TBSPL or its Affiliates in any way, and neither Supplier nor its employees, agents, officer, sub-Service Provider, consultant etc. will hold themselves out as having authority to act for TBSPL or its Affiliates.
- 29. Further Assurances.** The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to the transaction contemplated with the Supplier and every part thereof.
- 30. Severability.** If any provision is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
- 31. Waiver.** In the event of TBSPL not exercising any of the powers conferred upon them, even though these are exercisable, the same shall not be construed as a waiver of any of the powers in the event of failure/default by the Supplier. No waiver of any provision of this Order shall be enforceable against that the Supplier unless it is in writing and signed TBSPL.

- 32. Assignment.** The Supplier shall not assign or subcontract its obligations, rights, interest or title in whole or in part, without TBSPL's prior written consent. The Supplier's permitted assignment or subcontracting or any part thereof will not release the Supplier of its obligations, and it will remain the sole responsibility of the Supplier. The acts of omissions of any subService Providers of the Supplier will be deemed to be the acts and omissions of Supplier.
- 33. Cumulative Remedies.** The rights and remedies of TBSPL are cumulative and independent to each other and in addition to any other rights and remedies at law or in equity.
- 34. Deemed Acceptance:** If TBSPL has not received any objection from the Supplier within 7 days of sending then the Supplier shall be deemed to have accepted this GTC.
- 35. Governing Law.** This shall be governed by the laws of India. The courts at Pune shall have an exclusive jurisdiction to entertain any matter arising out of or in connection with the Order.
- 36. Dispute Resolution:** In case of any dispute or differences shall at any time arise between TBSPL and the Supplier as to the meaning or effect of contract including the Order or any clause or thing contained herein or as to the rights, duties, and liabilities of the Parties hereto under the contract including the Order then TBSPL and the Supplier shall endeavor to settle such disputes amicably, failing which the dispute shall, in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 and Rules thereunder, or any statutory modification or re-enactment thereof for the time being in force, be referred ( unless the parties concur in the appointment of a single arbitrator) to two arbitrators (one to be appointed by each party to the dispute or difference) who shall appoint a presiding arbitrator or an umpire immediately after they are themselves appointed. The Parties shall be deemed to have failed to concur in appointing a single arbitrator if such an arbitrator has not been appointed within 30 calendar days after the service by either Party on the other of a notice requesting the other to concur in the appointment of such an arbitrator. The seat of the arbitration shall be Pune and conducted in the English language. The Parties shall bear their own cost for Arbitration including the fees paid to Attorneys and shall bear equally the charges to be paid to the Arbitration Panel. The provisions of this Article shall survive the termination of this Agreement.
- 37. Termination:** TBSPL shall have a right to cancel or terminate this order at its convenience or more particularly in the following situations:
- 37.1. If the Supplier defaults in the due performance or observance of any of the obligations, covenants, conditions, warranties or provisions contained herein including but not limited to failure to supply and/or commission the above-said goods/services conforming to TBSPL's specifications, within the agreed delivery schedule.
- 37.2. If any representation, warranty, information or statement made or deemed to be made by the Supplier, whether explicitly or not, proves to be untrue, incorrect or misleading in any material respect or if any event occurs as a result of which, if any of the aforesaid representations, warranties or statements were repeated immediately thereafter with reference to the facts

subsisting at the time of such repetition, the same would be untrue, incorrect or misleading in any material respect;

37.3. If there shall have occurred dissolution or liquidation or any order is made or resolution, law or regulation passed or other action taken against the Supplier for dissolution or liquidation or the Supplier shall otherwise enter into liquidation;

37.4. If the Supplier applies for or agree to an arrangement with their creditors or any proceeding or arrangement by which a substantial part of the Supplier's assets is subject to adverse impact with respect to its dealing;

37.5. If the Supplier become or are declared by any Government Authority or any other competent authority to be insolvent or are unable or admit in writing inability to pay your debts as they fall due or become subject to or apply for any suspension of payment, bankruptcy, insolvency or reorganization proceedings if such cessation in TBSPL's opinion has a material adverse effect on the Supplier;

37.6. If the consent of any Government Authority, required for the validity, enforceability or legality of the terms hereof ceases to be or is not for any reason in full force and effect or such performance becomes unlawful;

37.7. If extraordinary circumstances have occurred which in the sole opinion of TBSPL make it improbable for the Supplier to fulfill its obligations.

37.8. In case of cancellation or termination of this order, all the payments made to the Supplier pursuant to the terms hereof shall become immediately due and payable to TBSPL, along with liquidated and other damages, Any cancellation or termination of this order shall not constitute a waiver by TBSPL of any obligation that by its terms shall survive such cancellation or termination or a waiver of any claim which TBSPL may have for actual damages caused by reason of, or relieve the Supplier from liability for, any breach of the terms and conditions of this order prior to such termination or cancellation.

37.9. the Supplier will be subject to any restrictions, constraints, sanctions imposed by any national or international government, regulatory body, judicial, quasi-judicial, tribunal.

### **38. Sanction**

If the Supplier or its affiliate, associate, subsidiary, group entity, parent, holding or any entity directly or indirectly controlled by the Supplier or under the common control of any other entity at any time, while dealing with TBSPL, shall be subject to a Specially Designated National ("SDN") and/or otherwise sanctioned, under the sanctions promulgated by the United States (including its Office of Foreign Assets Control's ("OFAC"), United Nations ("UN"), European Union ("EU"), India and/or any other sanction of International or National country/jurisdiction (collectively, the "Sanctions") then TBSPL has a right to terminate the contract immediately without any liability, damages, compensation etc. or any direct or indirect consequences for breach to the Supplier irrespective of whether the transaction is not consummated fully.

**39. Company's Ethics Code of Conduct:**

- a. The Supplier shall comply with all applicable laws, regulations, and policies in dealings with Tata BlueScope Steel, including all applicable government contractual requirements.
- b. The Supplier shall not enter into a financial or any other relationship with any of TBSPL's employees, such that it creates a conflict of interest. A Conflict of interest arises when the personal interests of an employee are inconsistent with the responsibilities of his/her position with Tata BlueScope Steel. All such conflicts must be disclosed and corrected.
- c. The Supplier shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of applicable laws.
- d. The Supplier shall supply products/services that conform in all respects with the requirement of TBSPL including safety and all applicable quality requirements.
- e. The Supplier shall avoid presenting gifts, money, services or favors to TBSPL's employees beyond the customary limitation for the purpose of receiving any favorable behavior
- f. Any queries relating to the Code of Conduct or would like to notify TBSPL of any known or suspected improper behavior, please feel free to contact TBSPL's Chief Ethics Counsellor at [ethicscounselor@tatabluescopesteel.com](mailto:ethicscounselor@tatabluescopesteel.com) or Whistle Blowing Helpline Service i.e., SPEAK UP at:  
Toll-free Number: 1800 102 0875  
Web portal - [www.in.kpmg.com/ethicshelpline/tslindia](http://www.in.kpmg.com/ethicshelpline/tslindia)  
Email – [tatasteel@ethicshelpline.co.in](mailto:tatasteel@ethicshelpline.co.in)  
Address: P. O. Box No 71, DLF Phase 1, Qutub Enclave, Gurgaon - 122002, Haryana, India
- g. Supplier shall visit <http://www.tatabluescopesteel.com> and find a detailed Code of Conduct for Suppliers for their reference

**40. Force Majeure includes events or circumstances of the kind illustrated below:**

- i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- iii. riot, commotion, disorder, strike or lockout by persons other than Seller's personnel,
- iv. Natural catastrophes such as earthquake, disaster, epidemic, lockouts, fire, accident, flood or any act of God,
- v. Munitions of war, explosive materials, ionizing radiation or contamination of such munitions, explosives, radiation or radio-activity,
- vi. Governmental acts or actions
- vii. Any change in law

If either Party is prevented from performing any of its obligations under this Contract by such cases of Force Majeure, it shall give written notice to the other Party within fourteen (14) days of such occurrence, describing the event and its effects supported by authentic evidences that are verifiable. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure condition prevails. No party shall have any claim/compensation for the loss incurred due to the Force Majeure.

The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Contract as a result of Force Majeure.

The Party unable to perform this Contract due to the effect of Force Majeure occurrence may, after consultation with the other Party, extend the duration of this Contract by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred.

In case of an extension up to ninety (90) days in the performance of this Contract due to the effect of the Force Majeure occurrence, both Parties shall have friendly consultation on the performance of this Contract or terminate the Contract.

**40.1** The above force-majeure clause is further subject to the following:

This is put on record that there has been an outbreak of COVID-19 virus, which is declared as pandemic by WHO and in response to that the Government of India/Union Territory/State Government (“Government”) has taken drastic steps/ measures to contain the spread of the said virus. As part of such measures, the Government has declared the lock down of all private organizations including manufacturing plants (for non-essential products) in Maharashtra, Jharkhand, Punjab and other parts of the country under the relevant laws. This locked down may be extended further by the Government depending upon the gravity of the situation.

Notwithstanding anything contained herein or in any other document including definitive contract, this Purchase/Service Order is governed by the following additional conditions and shall have overriding effect:

- i. If in the absolute opinion of TBSPL, TBSPL does not require any services/goods or it is not commercially viable or otherwise not feasible for TBSPL to take full delivery of goods or services as per the Purchase/Service Order;
- ii. If the occurrence of any event including but not limited force-majeure events affects TBSPL to perform its obligations and/or, prevents TBSPL to take full delivery of goods or services as per the Purchase/Service Order ;
- iii. If the occurrence of any event has material adverse effect on the Company.

In the above conditions, TBSPL, at its sole discretion, terminate immediately the Contract/Purchase/ Service Order or instruct the Supplier to stop the supplies of goods or services without any liability of any kind whatsoever on TBSPL. TBSPL shall not be liable for any losses, damages, expenses, claims, costs, compensation, liabilities etc. the Supplier suffers or incurs in connection with this Purchase/Service Order by reason by termination, instruction or otherwise .

The Supplier hereby agrees that in the above cases TBSPL shall pay consideration to the Supplier based on the actual delivery of goods/services notwithstanding anything contained in the Purchase/Service Order.

The decision of the Company as to the existence of any of the above factors shall be decisive and binding on the Supplier and in this respect the Supplier hereby irrevocably waives all rights, titles or interests to initiate any claim, proceedings, actions, remedies etc. against TBSPL by virtue of any government’s notification, circular, advisory, directions or otherwise or by reason of action being taken by TBSPL by virtue of the terms and conditions of this Purchase/Service Order.

The consideration as agreed shall be firm and fixed during the term of the Contract/Purchase/Service Order and shall not be increased and/changed on any account whatsoever including but not limited to any event



arising out of or in connection with providing accommodation and meal facilities to the employees of the Supplier or any measure adopted to contain the spread of COVID-19 virus, or any Force-majeure event and in this respect each party shall bear its own cost.

If the Force Majeure event continues beyond 90 days then TBSPL, at its sole discretion, shall terminate the Contract/Purchase/Service Order without any liability of any kind whatsoever.”