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ANNEXURE - A ROTHE ERDE INDIA PVT. LTD.

- GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER / WORK ORDER / IMPORT ORDERS

These General Terms and Conditions shall be read in conjunction with Special Conditions (if any) and shall form an integral and binding part of Purchase/Work/Import Order(s) (hereinafter referred as “**Order**”) placed on the Supplier/Service Provider (hereinafter referred as “**Contractor**”) by Rothe Erde India Private Limited (hereinafter referred as “**Company**”).

1 **Acceptance of Orders and applicable terms:**

Orders shall be binding only if they are placed by Company in writing. Contractor shall send his acceptance to the respective Order within 48 hours of receipt of the same. Company’s General Terms and Conditions shall apply exclusively. Contractor’s terms and conditions that may deviate from Company’s conditions of Order shall not be recognized by Company unless Company expressly consents to their validity in writing. The present General Terms and Conditions shall also apply exclusively if Company accepts or pays for supplies/services in full awareness of contradictory or varying terms and conditions of Contractor. Acknowledgement of receipt of the Order or shipment of goods or performance of services against it constitutes acceptance hereof.

Verbal agreements – including subsequent amendments and additions to these terms and conditions of Order – must be confirmed in writing by Company for them to become valid.

In the event of any conflict or inconsistency between General Terms and Conditions and Special Conditions expressly agreed in the Order, the Special Conditions will prevail.

2 **Scope of deliveries/ Change in scope of deliveries:**

The Contractor shall ensure that it will, in good time, have obtained all information relevant for Company’s intended use of the deliveries and about any data or circumstances to the extent such information is relevant for the fulfilment of the Contractor’s contractual obligations. The Contractor guarantees that its deliveries include all performances required for their correct, safe, and economic use; that they are suited for the intended use and comply with the state of the art. When carrying out its performance(s), the Contractor will observe all relevant standards, laws, and legal regulations, in particularly concerning hazardous materials and dangerous goods, the protection of environment and the prevention of accidents. The Contractor will also act in compliance with generally acknowledged safety and other specifications as well as with Company’s company standards as may be communicated.

As part of the scope of deliveries:

- Contractor shall transfer to Company ownership of all technical documents (also for sub-Contractors) and other documents needed for use, manufacture, maintenance and/or operation. All the technical documents shall be in English and in case of import the said documents shall be based on international system of Units.
- Contractor shall grant Company non-exclusive and irrevocable usage rights that are unrestricted in terms of time, place and content to all protectable supplies/services for all known and as yet unknown types of use; in particular Company shall be entitled without restriction to duplicate, edit, disseminate in unaltered and altered form and publish via wire-based or wire-less technology all supplies/services, and to transfer all contractually granted usage rights to third parties, with or without charge, taking into consideration any patents, supplementary protection certificates, brands, registered designs;
- Contractor shall grant Company exclusive usage and utilization rights in the scope described above to those supplies/services he produces specifically for Company;
- Company shall have the unconditional authority to carry out or have carried out by third parties repairs and modifications to the purchased supplies/services, and also to manufacture spare parts or have them manufactured by third parties.

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The prices mentioned in the Order shall remain unchanged until the scope of work is completed and no request for change in the price shall be entertained for any reason whatsoever. The Company is entitled to request subsequent changes to the scope of deliveries, provided said changes are reasonable for the Contractor. The Contractor shall carry out such changes without undue delay. For changes with an effect on costs or delivery dates, appropriate provisions shall be agreed between the parties. The Contractor has to substantiate any request for a price increase due to change in scope of work. If changes result in reduced expenses for the Contractor, prices shall be reduced accordingly.

The Contractor undertakes to make (i) changes to the scope of deliveries, and (ii) changes to the production technology for the goods or materials used, and/or (iii) changes to the place of production of any (approved) sub-Contractor within the entire supply chain with relevance for product quality only with the prior written consent of the Company. If the Contractor breaches this obligation, it shall hold harmless and indemnify the Company from all liabilities, costs, losses, claims and expenses (including court and legal costs) incurred as a result of or in connection with this breach.

However, nothing contained in this clause shall excuse the Contractor from proceeding without delay in the performance of its contractual obligations as changed.

3 **Warranty:**

Contractor warrants that the goods and/or services covered by this Order shall comply with specifications, measurements, drawings, descriptions, or samples furnished or specified by Company and that such goods shall be new and unused, merchantable, of good material and workmanship, free from defects (including in design and engineering related to the goods and their application) and fit for its intended purpose. The goods supplied or services offered shall be in acceptable condition, shall operate satisfactorily for a period of twelve (12) months from the date of usage or eighteen (18) months from the date of receipt whichever is earlier, and shall conform to all applicable occupational health and safety standards. Contractor shall ensure that all goods/services are and will remain free from any third-party rights.

The limitation period for defects is five (5) years for Wind Energy and Off Shore parts and two (2) years for all other products; longer statutory limitation periods shall remain unaffected by this. The limitation period shall begin with the complete delivery or, if acceptance testing is agreed, on successful acceptance.

4 **Delivery/performance:**

All goods/services shall be delivered to the Company at specified destination as per the address indicated and instructions issued by the Company, otherwise the difference in freight rates/additional costs resulting from the delivery being made to/service performed at an address differing from the specified destination will be charged to the Contractor's account. The Contractor shall inform the dispatch particulars to the Company by email / fax immediately after the deliveries are dispatched. Part supplies/services are not permitted unless Company has expressly consented thereto.

With respect to statutory or governmental norms, Contractor's transporter should carry the valid documents such as Registration Certificate, Road permit, Insurance Cover, Transporter's Vehicle Driving License, PUC, vehicle fitness certificate & age, relevant e-way bills etc. and Contractor shall be solely responsible for applicable legal compliance requirements. Contractor/Contractor's transporter shall comply with all the legal obligations as specified under the Motor Vehicles Act and such other laws as may be applicable. Further, within the Company premises, the transporter shall adhere to the speed limits as prescribed therein.

Each consignment should be accompanied with documents such as Delivery Challan, Invoice (duplicate for transporter), Tax Invoice, Commercial Invoice, Material Safety Data Sheet, Mill's Certificate, Test Certificate, LR

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copy, Pre-dispatch inspection report (as applicable) etc. All the documents contain the Company's name, the Order number, date, description of the goods/services and quantity/quality supplied etc.

Unless otherwise specified separately, consignee/shipping destination shall be Rothe Erde India Pvt. Ltd., Gat No. 429, Village Wadivarhe, Post Gonde, Taluka Igatpuri, Dist: Nashik – 422403, Maharashtra, India.

Delivery to the transporter, whether designated by Company or not, shall not be considered delivery to the Company, and delivery by the carrier to Company shall not be considered acceptance of any damaged, defective, or otherwise unsatisfactory goods. Goods shipped pursuant to this Order shall remain at the risk of Contractor until the same are in fact received and accepted by Company. Company does not accept any liability for any shortage, damage, or deterioration of the goods in transit. Transit insurance of the goods will be to Contractor's account, unless otherwise stated in the Order.

In case of domestic Orders, the Contractor shall annually submit certified copy of valid “consent to operate” from the Pollution Control Board and factory License and/or renewal, as may be applicable.

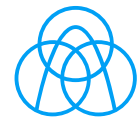
Further, in case of a domestic Work Order, the Contractor shall before commencement of the work:

- submit its Provident Fund Registration Number and Universal Account Number of the onsite deputed team as allotted by the EPFO;
- share ESIC Policy and/or Workmen Compensation Policy as applicable to the onsite deputed team;
- In case of Construction work, the Contractor shall also submit Contractor's All Risk (CAR) Insurance Policy.

Further, in case of Import:

- a) **Shipment Documents:** No later than three (3) days from the date of shipment, One (01) sets of documents (in English) as applicable should be forwarded by Contractor to Company directly:
- i. Original duly signed Commercial and Custom invoice stating freight costs up to destination port;
 - ii. Clean on-board bill of lading three (3) original Non-Negotiable copies OR Express / Seaway BL one clean scanned copy, Airway Bill indicating freight pre-paid/to be paid and Company's IEC on Bill of Lading / Airway bill ;
 - iii. Adequate Marine Insurance Policy (Sea Shipments) / Transit Insurance Policy (Air shipments);
 - iv. Certificate of origin issued by the Chamber of Commerce or equivalent agency;
 - v. Detailed packing list, indicating the item, description, quantity, net Weight & gross weight of each package; In case of Sea Shipment - Container wise packing list to be submitted with above details.
 - vi. Certificate from the shipping company/agent confirming that the carrying vessel Certified as Lloyds 100 A1 or its equivalent classification. Vessel should not be more than fifteen years old.
 - vii. Warranty Certificate;
 - viii. Inspection Report;
 - ix. Catalogue and literature of each Product;
 - x. Installation, Operation and maintenance manual, electrical diagrams etc.;
 - xi. In case of packaging in wooden boxes/pellets, the material shall be treated and marked in accordance with the provisions of international standards for Phytosanitary measures (ISPM) No.15 and shall be accompanied by a Phytosanitary certificate endorsing the treatment done. In case of non-compliance to the same, the Contractor shall bear any penalties / incidental costs imposed on Company by legal authorities.

All the above documents must bear the name of Consignee and the Company's Order Number.



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- b) **Transit Insurance Requirements:** Wherever the Company mentions Incoterms as CIF Nhava Sheva/ CIF Mumbai, India, then the Contractor shall be responsible for below mentioned activities and its relevant costs, risks involved considering entire CIF value:
- i. Charges for loading the material on Contractor's vehicles;
 - ii. Export customs clearance charges;
 - iii. Contractor's local transportation charges up to the port of departure;
 - iv. Charges for unloading material from Contractor trucks at port of departure (if any);
 - v. Charges for loading the material on the vessel at the port of departure;
 - vi. Ocean freight up to the port of destination;
 - vii. Transit Insurance up to the port of destination.

Requirements to be fulfilled regarding Insurance:

- o Contractor shall be responsible for providing insurance coverage on "All Risk Basis" including the coverage for War & Strikes for a value of 110% of CIF value of the consignment from Contractor's warehouse up to destination port, i.e. Nhava Sheva.
 - o Contractor shall provide three (3) copies of Insurance policy/certificate in English language.
 - o Contractor shall mention the details of the Contact Person of the Insurance Company for reporting any loss on the Insurance Policy.
 - o Contractor shall provide the details of its concerned contact person for support while dealing with the Contact Person/Insurance Company.
 - o In case of any loss noticed prior to loading, Contractor shall arrange to mention the relevant noting on Bill of Lading.
 - o Contractor shall extent full cooperation in case of any lab report / OEM report required by Insurance Company for settlement of claims.
- c) **Documents to be e-mailed:** Notwithstanding anything to the contrary herein, one set of above Shipment and Transit Insurance documents shall be e-mailed to below mentioned email addresses within 24 hours of dispatch:
- Email: mahesh.jele@thyssenkrupp.com ; nilesh.patil@thyssenkrupp.com;
sandesh.ahire@thyssenkrupp.com; atul.dhumne@thyssenkrupp.com
- d) **Bank Charges:** All bank charges outside India shall be to Contractor account and inside India to the Company's account.
- e) **Mode of shipment:** The mode of shipment shall be specified in the respective Order.
- f) **Detention and demurrage free period:** In case of Sea Shipments on CIF Nhava Sheva basis the Contractor shall provide fourteen (14) days free detention and demurrage period at discharge port (Nhava Sheva) and it shall be mentioned on the Bill of Lading.

5 **Storage and Packing related requirements:**

- a) Goods shall be delivered in accordance with specific instructions issued by Company, properly packed and shall be convenient to handle while unloading at Company's end, otherwise the difference in freight rates, if applicable, will be charged to Contractor. The Contractor shall inform the dispatch particulars to the Company by email immediately after the material is dispatched,
- b) Contractor shall adopt standard, robust, and eco-friendly method of packing the material. The quality of packing shall be such that there are no risks of transit damages, leakages, material getting wet, material getting corroded etc.
- c) Contractor shall ensure proper and adequate identification of the material on the packing.
- d) Contractor shall avoid overloading of vehicles. If Contractor does not comply with this requirement and if

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- Company has to incur additional costs, then such amount will be recovered from Contractor's payments.
- e) Contractor shall ensure that material quantity mentioned in delivery challans and in the invoices always matches with the quantity despatched to Company physically. In case any short receipt of material payments shall be released for the quantity received and accepted by Company.
 - f) If Contractor is using Plastic bags in packing the material, then Contractor shall ensure that the thickness of plastic bags fulfils the requirements specified by Pollution Control Board from time to time.
 - g) Contractor shall comply with Storage and Packing related requirements, if specifically mentioned in the respective Order. Insofar as Contractor has the right to have the packaging needed for shipment/services returned, this shall be clearly marked on the delivery/service documents. In the absence of such marking, Company shall dispose of the packaging at the cost of Contractor; in this case Contractor's right to have the packaging returned shall expire.
 - h) Contractor shall not supply any material which is "Expired" (or "about to Expire" as per relevant minimum remaining shelf life that is agreed or can be expected to ensure that material is usable at Company's end).

6 Safety Related Instructions:

Pursuant to requirement of ISO 45001:2018 Certification the Contractor is required to follow the below mentioned instructions:

- a) Contractor shall provide Personal Protective Equipment's like safety shoes, safety belts, hand gloves, goggles, ear plugs, uniforms and helmets to its employees at its cost. In case the same is not provided by Contractor same will be provided by the Company and cost of the same will be debited to Contractor.
- b) Contractor shall abide by all the safety rules and regulations prevailing at the time of performance of work /services under this Order and arrange for safety training of its employees, to the satisfaction of the Company.
- c) Contractor shall be solely responsible at all times for proper control and supervision of its employees while performing work/services under this Order. The Contractor shall initiate appropriate disciplinary action wherever lapses occur on the part of its employees.
- d) Contractor shall not do or commit to do anything that may cause damage to the person or property of the Company or to that of any third party at Company premises.
- e) In case of any deviation/ non-adherence to the Safety Rules and regulations, the Company shall charge a penalty of INR 1,000 per person per incident and the same shall be adjusted from the payments due to the Contractor.
- f) Contractor shall obtain adequate insurance cover for all workers employed by Contractor to perform the activities under this work Order and to cover life/medical expenses in case of any eventuality and always to keep such insurance cover effective and valid. Contractor will submit a copy of insurance policy obtained as mentioned above to the Company before Contractor undertakes the activities under this work Order. Payment of compensation arising out of any accident on work site shall be the sole responsibility of the Contractor.
- g) The Contractor at its own cost shall ensure annual medical check-up of its onsite deputed team and arrange to submit their medical fitness certificates as issued by authorised medical practitioner.
- h) In case any of Contractor's employee/s found unfit for medical or any other reason, Contractor shall replace such employee/s as and when called upon by the Company.
- i) Contractor shall ensure that its employees are covered under Employees Compensation Insurance and a copy of such insurance policy taken should be submitted to the Company immediately after receiving a copy of this Order.
- j) Contractor shall obtain proper work permit as per the job requirement from the concerned authority.
- k) Contractor representatives visiting Company's plant/facilities shall adhere to prevailing Covid-19 prevention protocols and other administrative and health & safety regulations applicable at said plant/facilities.

The Contractor at its own cost shall ensure adequate arrangements w.r.t. lodging, boarding, conveyance, meals, and other related facilities for their onsite deputed team. In case the Company is required to provide any of the above-mentioned facilities, then the relevant cost shall be deducted from the Contractor's account.

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Further, both Company and Contractor are committed to providing a drug-free workplace. Contractor shall ensure 100% adherence to the Company's policy regarding "Prohibitions inside the premise" – Alcohol consumption or working under influence of alcohol or in intoxicated condition, Chewing & Spitting of gutka & tobacco products, resting in excavated area, talking over Cell phone while working in confined space or working at height or working at Shop Floor, working of minor persons. In case Company observes that any violation then such persons shall not be allowed to work in Company's premises. In such situation Contractor shall provide immediate replacement of such persons so that delivery of goods / services is not delayed.

7 **Supply and service periods/deadlines:**

The time for delivery of goods or the performance of services as specified in the respective Order or as informed separately by email after releasing the Order will be binding on Contractor and is the essence of the Order. If Contractor fails to deliver goods or perform the services at the time specified herein, the Company may cancel the Order concerned and purchase the goods / services from elsewhere; in such case differential cost and charges shall be borne by Contractor. In case of any anticipated delay in delivery of goods or the performance of services, the Contractor shall notify the Company in writing well in advance, stating the reasons and the expected duration of the delay. If Contractor defaults with the performance of his obligations, Company shall be entitled to all rights and remedies provided by law and in equity. Notwithstanding any rights of rescission or termination of the Order Company shall be entitled to manufacture himself or have manufactured by third parties the goods as far as Contractor is, temporarily or finally, lacking the ability to deliver the goods within the agreed dates of delivery.

The Company reserves the right to refuse the acceptance of goods supplied ahead of delivery schedules, unless such supply was agreed in writing beforehand, and reserves the right to alter the delivery schedules with notice reasonably in advance. The unconditional acceptance of any delayed supplies does not lead to any restriction or relinquishment of Company's legal rights, in particular but not limited to its claims for damages or compensation.

8 **RECEIPT DOES NOT CONSTITUTE ACCEPTANCE:**

Contractor shall have the receipt of deliveries confirmed in writing by the indicated place of receipt. Signature of Company's representative on Contractor's shipping documents does not constitute acceptance of any Terms and Conditions printed thereon.

All goods delivered or work performed shall be subject to the inspection and acceptance of Company at any time within thirty (30) calendar days after receipt of goods or completion of the work.

The ordered volumes are binding. In the event of excess supplies/services, Company shall be entitled to refuse these at the expense and cost of Contractor. In case of rejection of any goods/material/services, the same shall be immediately removed by Contractor at its cost and in case of failure of the Contractor to do same, the Company shall have liberty to dispose of the goods at Contractors cost and risk. Company does not accept any liability for any shortage, damage or deterioration of the rejected goods/material lying in its stores.

9 **Non-Disclosure/Confidentiality of Information, use of thyssenkrupp logo:**

The Contractor (i) shall keep secret all information, including without limitation drawings, documents, know-how, samples, technical specifications, and any other information shared by Company to the Contractor whether marked "Confidential" or not, including but not limited to Undisclosed Sensitive Information, irrespective of the medium in which such information or data is embedded i.e. in written form or verbal or tangible or via electronic communication or proprietary and/or non-public made available to the Contractor by the Company in connection with this Order ("Confidential Information") shall be treated as strictly confidential and shall not be disclosed or shared with anyone, (ii) may not make such information available to third parties (including sub-Contractors) without written consent and (iii) shall not use such information for the purposes other than as determined by Company. These obligations apply mutatis mutandis to copies and duplicates. This confidentiality obligations do not apply to information (i) that the Contractor had already obtained

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legitimately at the time of disclosure provided such information was not subject to confidentiality obligation, (ii) that the Contractor later obtains legitimately without being obligated to keep such information confidential, (iii) that is or becomes generally known without any breach of contract by one of the parties or (iv) for the disclosure or the independent use of which the Contractor has received permission.

The access of such Confidential Information shall be restricted to the employees who have a need to know it in their scope of employment. In the event Company has consented to the disclosure of the Confidential Information to a third party, the Contractor shall procure that such third party undertakes to be bound by the confidentiality obligations imposed on the Contractor by this Order and shall indemnify and hold harmless the Company from any damage incurred through the breach of said confidentiality obligation by the third party.

On demand by the Company at any time, the Confidential Information shall be returned forthwith by the Contractor to the Company. However, the obligations set forth in this Clause shall survive any termination or expiration of the Order.

Company retains the title and reserve all other rights (such as copyright and other forms of intellectual property rights) relating to information belonging to it. In particular, the Contractor shall not be entitled to utilize the thyssenkrupp logo (word and word/figurative trademark) in any shape or form unless the Contractor has concluded a valid permission to use agreement with thyssenkrupp AG. For any individual case in which Contractor wishes to use thyssenkrupp AG, its group companies or the Company as a reference, the Contractor shall be obliged to obtain the explicit prior written approval of the Company.

10 **Force Majeure:**

Industrial conflicts, riots, pandemic, act of government and any other events that are unpredictable and unpreventable exempts both, the Company and Contractor from the contractual obligations, in each case for such time as the disturbance exists and within the scope of its effects. The party affected by the force majeure event must fully inform the other party and must make all efforts, within the limitations of what can be reasonably be expected, to limit the effects of such events. The party affected by the force majeure event must notify the other party without undue delay at the end of the force majeure event. Notwithstanding the foregoing Company shall not be required to accept or pay for any goods or services covered by this Order, if prevented from accepting and utilizing the same by reason of any strike, accident, fire, government act, or any other condition beyond the reasonable control of Company.

11 **Execution, Sub-Contractors, Assignment:**

Only subject to prior written consent of Company, the Contractor shall be entitled to assign sub-tasks under the Order in whole or in part at its own expense and on its own behalf to third parties. The Contractor is obligated to name his sub-Contractors for acceptance by the Company, whereas lack of response by Company within reasonable period of time shall be deemed rejection of the request. In assigning sub-tasks to approved third parties (particularly sub-Contractors) the Contractor shall ensure that the Company is not placed in a worse position as if the Company had completed the work itself, in particular Contractor shall ensure that the third parties are bound to obligations not less stringent than those contemplated under the Order. Contractor shall accept full liability for breaches of duty, negligence and/or omissions by third parties working on its behalf. The Contractor shall not be entitled to assign his contractual claims vis-à-vis Company to third parties or permit third parties to collect same.

12 **Taxes, payment, offsetting:**

Contractor shall pay its Tax/GST liabilities "on time" as per law and immediately submit the Copy of Return filed along with copy of Tax Paid Challans to the Company. If it is noticed at any point of time that Contractor has not paid Tax/GST and/or filed statutory returns on time, Company (i) will recover the corresponding amount together with interest and/or penalty from subsequent payments; and (ii) shall have the right to withhold the further

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payments, if any due, till such default is made good by the Contractor. For such payments Contractor shall provide the Credit note to Company within two (2) working days (max) from the date of intimation.

All payments will be made after deducting TDS as per statutory rules. While charging GST amount in Invoice (payment of GST, if agreed, shall be made against receipt of respective invoices only), Contractor shall mention its and Company's GST number, failing which the tax amount will not be paid.

Contractor may only offset against uncontested or legally established claims.

13 Statutory details of the Company are as follows:

GST number - 27AADCR3029G1ZJ

PAN No.: AADCR3029G

CIN No: U27109MH2006PTC161325

IEC: 3106012714

Primary place of Business - Rothe Erde India Pvt. Ltd.

Address - Gat No. 429, Village: Wadivarhe, Post: Gonde, Taluka: Igatpuri, District: Nashik - 422 403, Maharashtra, India.

Type of service provided - Manufacturer of Bearings with HSN 84821090

14 Applicable laws / Jurisdiction/Arbitration:

All legal relations between Company and Contractor shall be governed by the prevailing substantive laws of India to the exclusion of any provisions of international private law, insofar as they would lead to the application of another law. The United Nations' Convention of April 11, 1980 on the Contracts for the International Sale of Goods (CISG) in the currently valid version are also excluded.

Contractor shall ensure that all statutory provisions as applicable to Contractor at present and from time to time shall be complied with and record should be produced without delay on demand of the Company or the Govt. Officials. Some of the statutory provisions are listed below for the Contractor's reference:

- O The Factories Act, 1948 and Rules thereunder.
- O The Payment of Wages Act, 1936 and Rules thereunder.
- O The Minimum Wages Act, 1948 and Rules thereunder.
- O The Contract Labour (Regulation & Abolition) Act, 1970 and Rules thereunder.
- O The Employees Compensation Act, 1923 and Rules thereunder.
- O The Employee's Provident Fund and Miscellaneous Provisions Act, 1952.
- O The Employee State Insurance Corporation Act, 1948 and Rules thereunder.

In case of any disputes relating to the Order, its conclusion, content or interpretation, shall be mutually discussed and amicably settled between the Parties, failing settlement within thirty (30) days after notice of dispute said dispute shall be referred to arbitration of three arbitrators under the provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The venue of the arbitration shall be Nashik and language of arbitration shall be English.

15 Environment Management Related Instructions:

As per the requirement of ISO 14001:2015 (EMS) Standard the Contractor is required to follow the below mentioned instructions:

- a) Contractor shall abide by statutory rules and regulations as required by environment management system from time to time, including but not limited to maintaining high standard of housekeeping at respective work areas.
- b) Contractor shall ensure that packing material used will be Eco-Friendly, Bio-Degradable and Recyclable.
- c) Whenever Contractor / its representative / its nominated transporter is visiting the Company's premises, the Contractor shall ensure that certificates and other licenses as mandated by Regional Transport Office RTO authorities from time to time are present, in particular that the vehicle has valid PUC Certificate and the person

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driving the vehicle has valid commercial Driving License. In the absence of these documents, the vehicle will not be allowed to enter Company's premises.

- d) In case the Contractor uses wood in packing of material then the Contractor shall ensure that the wood is procured by it against valid legal documents (TP) in compliance with Indian Forest Act, 1927. It is Contractor's sole responsibility to comply with all the legal requirements and follow the guidelines issued by Indian Forest Department from time to time.

16 **Liability / Indemnification:**

The Contractor is, in the scope of the applicable law and/or equity, liable for all damages to persons, property or financial losses caused by the Contractor or by any person employed by Contractor in performing an obligation in connection with any Order concluded hereunder.

Without limiting any other remedy of the Company, the Contractor shall at its own expense, defend, hold harmless and indemnify the Company, its directors, officers, employees, agents and customers from and against any and all liabilities, costs, losses, claims, damages and expenses (including court and other legal costs) incurred or suffered as a result of or in connection with any claim of a third party raised against the Company for damages or other liabilities including but not limited to: (i) non-compliance with Company's EHS requirements; (ii) negligence or wilful misconduct of the Contractor, its employees, sub-Contractors, suppliers or agents; (iii) defects in the workmanship, materials or design of the goods supplied, services or work performed by the Contractor; (iv) failure to comply with central, state or local laws; or (v) breach of contractual obligations.

The indemnification is not limited to claims due to defective goods/work/material, but encompasses every conceivable violation, e.g. also the non-compliance with regulations and laws by the Contractor, that would result in a regulatory claim against the Company. The indemnification also protects the Company against unjustified claims by third parties. In the event that the Company is held accountable and the Contractor refuses the indemnification, the Company has the right to compensate the third party at the expense of the Contractor.

The indemnity in this clause is a continuing indemnity and survives termination or expiration of this Order. Without limiting the indemnity contained in this clause, if any of the persons employed or engaged by the Contractor or Company's employees for any action and/or inaction of the Contractor, Contractor's persons suffers injury, disablement (full or partial) and fatality or become ill while at Company's premises or on site and requires medical treatment and/or transportation, the Contractor shall pay and indemnify the Company for all costs and liability suffered or incurred by Company arising out of or in connection with the provision of or arrangement for such medical treatment and/or transportation.

17 **Termination:**

Company shall be entitled to terminate the Order in full or in part. In such an event, Company may pay for all/any supplies/services completed up to that point and may make appropriate payment for material procured and work/services performed; further claims of Contractor are excluded.

Company is entitled to terminate the contract with immediate effect for cause in particular where a material deterioration in the financial situation of Contractor occurs or threatens to occur and thus endangers the fulfillment of commitments vis-à-vis Company. In this case Company has the right to acquire material and/or semi-finished products including any special equipment on reasonable terms and conditions.

18 **Severability:**

In the event of any part of an Order hereunder being or becoming null and void, this shall not affect the remaining provisions. The parties already undertake at this stage to replace any provision which is legally invalid by a provision which is as close as possible to the commercial intention of the parties, without being invalid for its part. This also applies to any contractual gaps.

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19 Miscellaneous:

- a) Company shall not agree to any Order Cancellation charges that Contractor may insist later on in the situation of Order cancellation.
- b) Company is not liable to pay any inventory carrying cost in case of deferred / postponed delivery of ordered material.
- c) Company shall endeavor to process all the undisputed payments as per the agreed payment terms; however, in case of any inadvertent delay Company shall not be liable to pay any interest/penalty for such delays.
- d) Contractor shall install and maintain a state-of-the art, documented quality system of suitable type and scope. Contractor shall prepare records, in particular of quality inspections, and make these available to Company on request. Contractor hereby agrees to quality audits being carried out by Company or Company's representative to assess the efficiency of said quality system. Contractor shall submit detailed corrective and preventive action report on any kind of quality issue, and inadequate vendor rating within ten (10) calendar days of occurrence thereof to the Company.
- e) Contractor shall pro-actively seek Company's feedback for performance under Orders with Company on a quarterly basis and Contractor shall pro-actively take improvement targets of minimum 2% (two percent) compared to previous year's performance and keep the Company updated on the actions and subsequent results.
- f) Contractor acknowledges the current thyssenkrupp Contractor Code of Conduct, whereas Contractor shall, at any time, comply with its stipulations (as it may be amended from time to time). If there are suspicions that the principles and requirements under the Contractor Code of Conduct are not observed by the Contractor or within the Contractor's own supply chain, Company reserves the right to demand a statement (if necessary also in the form of additional questionnaires or evidentiary information) concerning the alleged violations from the Contractor, who must make relevant information available within a reasonable time. In justified cases where action is required, the Contractor shall permit to commission Company or a contracted service provider to implement an improvement measure. Alternatively, the Contractor may furnish evidence demonstrating that a comparable measure has already been implemented in the past twelve (12) months. Here, the Company reserves the right to deduct/adjust cost of loss or damage as may be incurred due to such breach/negligence or non-adherence of Code of Conduct from the Contractor's account. Also, failure by Contractor to comply in any material respect or repeatedly with the aforementioned stipulations entitle Company to terminate the Order with immediate effect. In case of such termination of the Order Company is entitled to compensation and/or damages and Company may require the work, including any corresponding documentation, to be delivered in its existing condition at the time of termination against payment of a proportional share of the contract price corresponding to the state of the deliverables. Company shall furthermore be entitled to replace Contractor and to take over from Contractor rights, materials and other items necessary for completion of the deliverables by third parties.

(Bearing Division)

In case of Work Order, the Contractor shall submit the duly completed Gate Pass Requisition Form to the Company before commencing the work (below attached).

GATE PASS REQUISITION FORM (Contractor) MaQES F20155

Name of Contractor: _____ Work Order No. _____

Validity of W.O. _____ Gate pass period _____ Sanctioned Manpower _____

Whether Contractor has got his own P.F.Code No. : Yes / No. Date of Application: _____

Labour Licence No. _____ No. of Labourers _____, Validity of Licence _____

Insurance Coverage Policy No : _____ Company : _____

No. of Employees: _____ Validity : _____

Sr.no	Emp.no	Name of Cont. Labour	P.F A/C No.	If replacement, mention name of Cont.Labour	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
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20					

Sign. of Contractor

Head of Dept.

Safety Dept.

Personnel Dept.