

STANDARD PURCHASE TERMS

1. DEFINITION AND INTERPRETATIONS

Definitions. In these Standard Purchase Terms, the following definitions apply:

- 1.1. **“HPPL”** means the Hindustan Platinum Pvt Ltd a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at C-122 , TTC Industrial Area, Pawane, Navi Mumbai -400 703, India.
- 1.2. **“GST”** means the applicable goods and service tax(i) (a) CENTRAL TAX, and (b) STATE TAX or UNION TERRITORY TAX, or (ii) INTEGRATED TAX; (c) COMPENSATION CESS, and (d) any other levy payable in accordance with and as set forth in the GST LAW
- 1.3. **“CENTRAL TAX”** or **“CT”** means the Central Goods and Services Tax levied under and at such rates in accordance with the Central Goods and Services Tax Act, 2017, and any rules, regulations, notifications, and circulars thereunder for the time being in effect.
- 1.4. **“INTEGRATED TAX”** or **“IT”** means the Integrated Goods and Services Tax levied under and at such rates in accordance with the Integrated Goods and Services Tax Act, 2017, any rules, regulations, notifications, and circulars thereunder for the time being in effect.
- 1.5. **“STATE TAX”** or **“ST”** means the applicable state Goods and Services Tax levied under and at such rates the relevant state goods and services tax act, and any rules, notifications, and circulars thereunder for the time being in effect.
- 1.6. **“UNION TERRITORY TAX”** or **“UTT”** means the Union Territory Goods and Services Tax levied under and at such rates the relevant Union Territory Goods and Services Tax, 2017, rules, notifications, and circulars thereunder for the time being in effect provide for.
- 1.7. **“COA”** with respect to each batch of GOODS being dispatched by the SUPPLIER to HPPL, means the certificate of analysis of each batch of GOODS dispatched by the SUPPLIER to HPPL setting forth (a) the test results of the testing and analysis performed on the representative sample from each such batch of GOODS to ascertain whether such GOODS conform to the specifications and parameters as set forth in the purchase order; and (b) such information as required by the HPPL, including manufacturing and/or sampling date of each batch of GOODS dispatched by the SUPPLIER to the HPPL.
- 1.8. **“Delivery Date”** means the date of delivery for Goods or performance of Services as specified in a Purchase Order.
- 1.9. **“Goods”** means the goods that are required to be delivered by Supplier pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
- 1.10. **“Liquidated Damages”** means damages for delay in delivery of the GOODS.



- 1.11. **“Purchase Order”** means the purchase order between HPPL and Supplier for the purchase and sale of Goods and/or Services, to which these Standard Purchase Terms are attached or are incorporated by reference.
- 1.12. **“Services”** means any services to be provided by Supplier to HPPL pursuant to a Purchase Order.
- 1.13. **“Specifications”** means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for Services; and (d) HPPL business requirements that are expressly set out in a Purchase Order.
- 1.14. **“Supplier”** means the party indicated on the face page of the Purchase Order that is contracting with HPPL for the purchase and sale of Goods and/or Services.

2. ACCEPTANCE OF OFFER & PURCHASE ORDER

- 2.1. The purchase of Goods or Services by HPPL under the Purchase Order is subject to the Supplier acknowledging the Purchase Order in writing within 7 (Seven) days from the date of receipt of the Purchase Order by the Supplier. It is clarified that acceptance of the Purchase Order by the Supplier as aforesaid shall also be deemed to be an unqualified acceptance by the Supplier of these Standard Purchase and shall be binding on the Supplier.
- 2.2. Any delay in acknowledging the receipt of the Purchase Order within the specified time limit, shall be deemed as acceptance of order by the Supplier. Notwithstanding the aforesaid, HPPL may at its sole discretion cancel the Purchase Order in writing if the Supplier has not acknowledged the receipt of the Purchase Order within the specified time limit. Compensation for the loss caused by the breach of these Standard Purchaser Terms, the Purchase Order will be recovered by HPPL by suspending the supplier for the period of two years.

3. ENTIRE AGREEMENT:

The terms and conditions set out herein constitute the entire agreement between the parties here to and changes will be binding only if the amendments are made in writing and signed by the authorized representatives of the HPPL and the Supplier or confirmed by email mode.

4. MODIFICATION IN PURCHASE ORDER:

- 4.1. Any and all modifications in connection with the Purchase Order with respect to technical and/or commercial aspects, including terms of delivery, shall be considered valid only when accepted in writing by HPPL by issuing an amendment to the Purchase Order.
- 4.2. HPPL shall not be bound by any printed conditions, provisions in the Supplier's bid, forms of acknowledgement of Purchase Order, invoice, packing list and other documents which purport to impose any condition at variance with or supplement to Purchase Order.

5. LANGUAGE

The Supplier shall ensure that the language/terminology/description of the Material/Material/Equipment used in the supply order/Bill of Lading/ Airway Bill/ Invoice or any other documentation is verbatim in English and not at variance.

6. TITLE

Title conveyed to HPPL by Supplier shall be good and merchantable and its transfer rightful. The goods and services shall be delivered free and clear of any lien, security interest, claim or encumbrance whatsoever.



7. DELIVERY

Unless designated otherwise:

- (i) For Domestic Orders: all deliveries are Delivery Duty Paid (“DDP”) / Delivery at Place (“DAP”) following address:

**Hindustan Platinum Private Limited
C-122, TTC Industrial Area, Pawane,
Navi Mumbai -400 703, India.**

And

- (ii) For International Orders: all deliveries are CIF Nava Sheva/JNPT as may be communicated by HPPL for each Purchase Order and as defined by Incoterms 2020 from time to time. For both domestic and international orders, all risk of loss shall remain with Supplier until Goods and Services have been received and accepted by HPPL at HPPL’s confirmed destination according to the terms and conditions of the Purchase Order. The Goods or services ordered must be delivered to HPPL no later than the Delivery Date.

- (iii) The relevant tax and trade information for HPPL is given below:

PAN: AAACH1111J

TAN: MUMH00234D

GOODS AND SERVICES TAX NO.: 27AAACH1111J1Z2

IMPORT EXPORT CODE: 0388166088

8. PRICE CLAUSE

- 8.1. The price will remain fixed as per the contract/Purchase Order throughout the contractual period, unless there is clause in the contract/Purchase Order for escalation or de-escalation agreed explicitly.
- 8.2. The Supplier shall provide the Goods and Services to HPPL at the lowest price offered by the Supplier to its customers (whether existing or future) for goods and services of a similar kind and quality, and in no event shall the Supplier offer a more favorable price than that offered to HPPL, to any of its other customers (whether existing or future). Price is inclusive of all costs incurred by the Supplier, including but not limited to freight, all packaging and handling, transportation, testing, certification, packaging, handling, storage, taxes, tariff, duty and excise, travel and accommodation, delivery and insurance unless explicitly indicated by HPPL on the face of this Purchase Order or agreed to in writing by HPPL.
- 8.3. The Supplier shall be solely responsible for all applicable taxes, impositions, duties, fees, and other charges, including any ex-works or ex-warehouse pricing of the Supplier, non-conformity with transport requirements or any supplementary cost incurred due to expedited delivery to meet the delivery deadline. Notwithstanding the aforesaid, in the event the delivery deadline has been expedited due to a written request made by HPPL, then the parties may mutually agree on the costs and which Party will be required to bear such costs for such expedited delivery.

9. PAYMENT TERMS

- 9.1. Subject to para 20 below, 100% payment will be made within 60 calendar days (unless agreed otherwise in the Purchase order) from the date of receipt of clear and undisputed invoice/bill.
- 9.2. In case of suppliers who are Micro, Small and Medium Enterprises (“MSME”), the HPPL shall on best efforts basis make payment of the invoice raised by the supplier within 45 days of service rendered / material supplied onboard by the supplier. The MSME supplier shall mandatorily issue an invoice against our Purchase order with supporting’s within 10 days of service rendered / material supplied onboard.
- 9.3. Payment will be made after satisfactory inspection and delivery of full quantity of material as per dispatch instruction and submission of test certificates (if applicable) at destination.



9.4. Payment for services rendered shall be subject to necessary withholding or tax deducted at source as per the applicable rates.

10. DOCUMENT INSTRUCTIONS

10.1. Along with the Goods and/or Services, Supplier shall submit the following documents:

- (i) Tax Invoice Original issued under relevant GST laws, clearly indicating rates, discounts (if any) and amount of taxes shown separately.
- (ii) Lorry receipt ("LR") or consignment note.
- (iii) Packing List and copy of delivery challan.
- (iv) All tests certificates
- (v) E-Way Bill, if required under applicable GST LAW.
- (vi) Material Safety Datasheet ("MSDS") if applicable.
- (vii) Proof of delivery in case of direct / door delivery (i.e. Delivery Challan, duly acknowledged by the consignee, for receipt of material in good condition).
- (viii) Any other document specifically mentioned in the Purchase Order, or supporting documents in respect of other claims (if any), permissible under the Purchase Order

11. INSTRUCTION FOR PREPARING TAX INVOICE, CREDIT AND DEBIT NOTES: *[JSA Note: HPPL to confirm the tax aspects with its tax advisors.]*

11.1. Section 31 of the CGST Act read along with Chapter VI (Rules 46 to 55) of the CGST Rules, 2017 deals with Tax Invoice, Credit and Debit Notes.

11.2. The said rules provide the minimum and requirements to be ensured in Tax Invoices, Credit and Debit Notes, Revised Tax Invoices, Time limit, Manner of issuing invoice, etc. Minimum to be contained in a Tax Invoice [Refer Rule 46 of the CGST Rules, 2017] PO No. & Date

- (i) PO material Code and descriptions
- (ii) PO Item Sr. No
- (iii) Name, address and GSTIN of Supplier.
- (iv) Consecutive serial number of the Invoice not exceeding 16 characters (incl. all special characters such as hyphen "-", slash "/" etc.)
- (v) Date of Issue of the Tax Invoice
- (vi) Name, address and GSTIN of RECIPIENT (i.e. in our case, the recipient/HPPL is HPPL. Our GSTIN is 27AAACT1565C1ZN
- (vii) Name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more. Not applicable to HPPL since HPPL is "registered"
- (viii) HSN/SAC for goods/services, as the case may be – please note that HSN codes are applicable for Goods only and SAC codes are applicable for services only. SAC always starts with 99. So, if the HSN/SAC quoted on the invoice starts with 99, ensure to book the same as Service and not as Goods.
- (ix) Description of goods/services.
- (x) Quantity + Unit of measurement/Unique Quantity Code
- (xi) Total value of supply of goods or services or both;



- (xii) Taxable value of supply - incl. discount/abatement
- (xiii) Rate of tax (CGST/SGST/IGST/Cess) Tax amount charged (CGST/SGST/IGST/Cess) In case of inter-state supply, Place of supply along with the name of the state Address of delivery, if different from "place of supply" ("Bill to" location) - Where goods are delivered at a place other than HPPL's premises – such as the location of the ships at various ports, the address of delivery is that port. Kindly ensure that the same is mentioned on the invoice.
- (xiv) Tax liability under Reverse Charge – If the liability to pay GST is under Reverse Charge, the same will be mentioned by the supplier in his invoice.
- (xv) Signature or Digital Signature of supplier/authorised representative.

11.3. MINIMUM TO BE CONTAINED IN A CREDIT NOTE AND DEBIT NOTE: [Refer Rule 53 of the CGST Rules, 2017]

- (i) "Revised Invoice" in originals indicated prominently
- (ii) Nature of the document - Invoice/Debit Note/Credit Note
- (iii) Name, address and GSTIN of SUPPLIER
- (iv) Consecutive serial number not exceeding 16 characters (incl. all special characters such as hyphen "-", slash "/" etc.)
- (v) Date of Issue of Revised document
- (vi) Name, address and GSTIN of RECIPIENT i.e. in our case, the recipient is HPPL. Our GSTIN is 27AAACT1565C1ZN
- (vii) Name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered. Not applicable to HPPL since HPPL is "registered".
- (viii) Serial number + Date of the original Tax Invoice.
- (ix) Taxable value of supply - incl. discount/abatement
- (x) Rate of tax (CGST/SGST/IGST/Cess)
- (xi) Tax amount debited/credited (CGST/SGST/IGST/Cess)
- (xii) Signature or Digital Signature of supplier/authorised representative.

11.4. MINIMUM TO BE CONTAINED IN A BILL OF SUPPLY [Refer Rule 49 of the CGST Rules, 2017]

- (i) Name, address and GSTIN of SUPPLIER.
- (ii) Consecutive serial number not exceeding 16 characters (incl. all special characters such as hyphen "-", slash "/" etc.).
- (iii) Date of Issue. d) Name, address and GSTIN of RECIPIENT i.e. in our case, the recipient is HPPL. Our GSTIN is 27AAACT1565C1ZN
- (iv) HSN/SAC for goods/services, as the case may be – please note that HSN codes are applicable for Goods only and SAC codes are applicable for services only. SAC always starts with 99. So, if the HSN/SAC quoted on the invoice starts with 99, ensure to book the same as Service rather than Goods
- (v) Description of goods/services
- (vi) Total value of supply
- (vii) Signature or Digital Signature of supplier/authorised representative



- 11.5 *It is to be noted that Supplier are required to discharge all the taxes, cess and duties including but not limited to GST which are charged on an invoice/claimed from the Purchaser and payable to the Government on their respective due dates.*
- 11.6 *Suppliers are also required to ensure complete compliance in this regard as per the applicable law in force in India including documentation and e-way bill compliance.*
- 11.7 *In the event of any default noticed by the Purchaser in adhering to the aforementioned obligations, either from its own enquiry or from an enquiry from any statutory authority or on account of any disallowance of any input tax credit to the Purchaser, the Purchaser reserves its right to recover or deduct the tax amount so defaulted along with interest and penalty as per the applicable laws, without prejudice to any other remedies available to the Purchaser.*
- 11.8 *Furthermore, the payments will be released to you only after all the relevant documents as required by The Purchaser and the statutory authorities to receive the tax input credit has been duly submitted by Supplier to The Purchaser.*
- 11.9 *Payment against any invoice shall be made within specified no of days after e-invoice details are reported on e-invoice portal and GSTR-3B for the respective month has been filed.*
- 11.10 *Any payment made in advance against a particular invoice and thereafter any compliance lapse noticed then such payment shall be adjusted against other future payables. Payment for that particular invoice shall remain outstanding.*
- 11.11 *Supplier shall not issue GST credit note without prior approval from HPPL.*
- 11.12 *With effect from 1st August 2023, any registered supplier whose aggregate turnover exceeds Rs 5 crores in any preceding FY from 2017-18 onwards, is required to comply with e-invoice provisions i.e., the registered person is required to generate an IRN/e-invoice against each tax invoice, debit note, and credit note issued to a registered person. If an e-invoice is not generated, then the document will not be treated as an invoice and no ITC can be taken based on such document.*
- 11.13 *With effect from 1st November 2023, the GST authority has imposed a time limit of 30 days for reporting the invoices on e-invoice portals, for taxpayers with AATO (Aggregate Annual Turnover) greater than or equal to 100 crores. This restriction will apply to all type of documents for which IRNs (Invoice Reference Number) are to be generated.*
- 11.14 *All vendors, to timely report E-invoice on the E-Invoicing portal ('IRP portal'). GSTN in an advisory to taxpayers stipulates that the government has imposed a time limit of 30 days for reporting of documents (Invoice/Debit Note/ Credit Note) on the E-Invoicing portal ('IRP portal') for taxpayers with an aggregate annual turnover greater than or equal to Rs 100 crore w.e.f 1 November 2023.*

12. BILL OF SUPPLY

- 12.1. A Bill of Supply should not be confused with a Tax Invoice and is a separate document under GST. Bill of Supply is issued by registered suppliers in the following cases –
- (i) Composition Dealer – Such dealers cannot charge GST to the HPPL
 - (ii) Exempted Goods and services Supplier – if supplies are exempt, then no GST should be charged

13. PRICE IMPACT DUE TO CHANGE IN LAW

- 13.1. In the event of any change or amendment of any applicable law, becomes effective after the Purchase Order issue date and which results in increased cost of the Goods and/or Service through increased liability of taxes, (other than personnel and corporate taxes), duties, then notwithstanding Clause 8 herein, the Supplier and HPPL shall mutually agree to any increase in the cost of the Goods and/or Service subject to the production of documentary proof to the satisfaction of the HPPL to the extent which is attributable to such change or amendment as mentioned above.
- 13.2. Similarly, if any change or amendment of any applicable law becomes effective after the Purchase Order issue date and which results in any decrease in the cost of Goods and/or Services through reduced liability of taxes, (other than personnel and corporate taxes), duties, then notwithstanding Clause 8



herein the Supplier and HPPL shall mutually agree to pass on the benefits of such reduced cost, taxes or duties to the HPPL.

14. RISK PURCHASE CLAUSE

- 14.1. In case of termination of the Purchase Order, HPPL shall have the right to carry out the unexecuted portion of the work either by themselves or through any other supplier(s) at the risk and cost of the Supplier.

15. WEIGHMENT

- 15.1. In case of delivery of Goods, the weight of the Goods shall be the basis for release of payment by HPPL. It is the responsibility of the Supplier to take gross/tare/net weight of the Goods before leaving its plant premises and get it verified by HPPL. If the Supplier fails to submit documents duly certified by HPPL regarding correctness of weight, such Goods shall not be processed for payment.

16. INSURANCE

- 16.1. The Supplier shall arrange for a comprehensive insurance coverage for the personnel & Goods and Services at their own cost, (including, without limitation for business, workers' compensation, errors and omissions, professional, commercial and general liability insurance) in an amount consistent with Supplier's industry practice and as required under applicable law. HPPL shall not be liable for any damages to the personnel & Goods and Services. Each policy shall name HPPL as a loss payee or additional insured, as appropriate.
- 16.2. The onus lies on the Supplier to take additional cover on a case to case basis if required.
- 16.3. The Supplier will be solely liable for any claims or liabilities with respect to personal injury or death or property damage or destruction suffered by the Supplier, its personnel, its other contractors/clients of their employees or agents arising out of or in connection with the execution of the Purchase Order, howsoever caused. The Supplier shall defend, indemnify and hold harmless HPPL, its personnel, agents, customers, its other contractors, their employees from and against all and any such claims or liability in this regard.
- 16.4. The Supplier shall defend, indemnify and hold harmless HPPL from all liabilities and claims made by their person or entity arising out of, or in connection with the execution of the Purchase Order in this regard.
- 16.5. Supplier shall take appropriate insurance for the transit and other legally required insurance in accordance with and meeting requirements of applicable law.

17. PACKING AND MARKING

- 17.1. The Supplier shall consign/ship the materials in worthy packing conforming to the prescribed standards of applicable law in force to withstand journey and ensuring the safety of cargo en-route and arrival of materials at ultimate destination in good condition.
- 17.2. Packing should be safe for transportation and unloading so that possibility of public nuisance in transit and accident during unloading is ruled out. All other statutory safety measures during loading; transportation and unloading at our store will have to be provided by the supplier at his cost. Packing should be palletised wherever appropriate.
- 17.3. MSDS, COA to be submitted by supplier along with material.
- 17.4. Prior to dispatch, Supplier to verify the healthiness of the container/ trucks/ vehicles at their premises to ensure that the consignment is safe for transportation and usage at HPPL facility.
- 17.5. The consignment shall be comprehensively insured against all risks by the Supplier based on INCOTERMS from Supplier's place to ultimate destination basis and each case/packing shall have on its outer side the following marking in English in indelible ink, in addition to any marking required under applicable law



including under the Legal Metrology Act, 2009 and the rules issued thereunder as may be modified and/or amended from time to time.

- (i) Purchase Order No. and date
- (ii) Description of Material
- (iii) Name of Supplier.
- (iv) List of items in each packing
- (v) Gross and net weight in Kilogram on each box.
- (vi) Type of packages
- (vii) Consignee

17.6. The equipment which cannot be packed shall bear metal tags with above marking indicated thereon. Each box shall contain one copy of packing list in English.

17.7. In case of hazardous chemicals / materials the Supplier will provide material safety data sheets along with quotation and also while dispatching the materials, in addition to all such requirements under applicable laws on hazardous substances. The Supplier will also provide special hazard identification symbols / markings on each packing of hazardous chemicals.

18. INSPECTION/TESTING OF MATERIAL

18.1. The Goods supplied to HPPL will be accepted only after the same has been found satisfactory after inspection by HPPL at HPPL's premises. In additions to COA, HPPL will check quality parameters before acceptance of the Goods.

18.2. The Supplier shall ensure that the material to be supplied against this Purchase Order shall be individually inspected, tested and analyzed in terms of the specifications attached to the Purchase Order and the relevant codes and practices specified therein by expression.

18.3. The Supplier should make available to HPPL and any other individual/agency authorized by HPPL for the purpose of inspection, all its records and results in respect of inspection, tests and analyses conducted by it as part of their manufacturing and testing operations under the applicable codes and practices specified by expression or implication in the Purchase Order.

18.4. If necessary, inspection, tests and analyses shall be carried out/conducted at the Supplier's works at the Supplier's cost by HPPL before dispatch.

18.5. HPPL shall be always entitled, whether prior to, during or after the completion of inspection by itself and/or through inspectors appointed by HPPL at HPPL's cost, to inspect, test and/or analyze and/or to direct the Supplier in all respects of any Goods or processes used or proposed to be used in the fabrication of the Goods. The said inspection, tests and analyses so far as required, is to be conducted in the presence of the inspectors appointed by HPPL. The Supplier shall ensure that the inspecting personnel referred to above are given free access to all the required places and information connected with their work, besides working facilities to carry out their function.

18.6. For cases where material is rejected on inspection, the Supplier will bear the actual cost of inspection incurred/suffered by HPPL.

18.7. HPPL shall give the Supplier at least 10 days advance notice to inspection authority.

18.8. The Supplier should submit Manufacturer's Test Certificate along with every consignment, clearly indicating the relevant parameters and batch no. and other identification marks, if any and give guarantee for replacement in case of any deviations/ manufacturing defects



19. SHELF LIFE

- 19.1. Supplier to ensure that the chemicals or Goods supplied by them to HPPL have a minimum shelf life of 90% as on the Delivery Date. For illustration purposes, if a particular chemical or Goods have a shelf life of 12 months, then in such case, when the chemicals or Goods are supplied to HPPL on the Delivery Date such chemicals or Goods must have a minimum shelf life of approximately 11 months as on the Delivery Date.
- 19.2. Supplier shall fully warrant that the Goods supplied under the Purchase Order shall be new and of first quality according to the specifications set out in the Purchase order and shall be free from defects (even concealed fault, deficiency in design, materials and workmanship).
- 19.3. In case the shelf life of Goods remaining is less than 90% when it reaches destination, then HPPL shall inform Supplier and Supplier shall immediately on receipt of such intimation, depute their personnel immediately to investigate the causes of defects and arrange rectification/replacement/modification at HPPL's choice of the Goods at HPPL's site, without any cost to HPPL within a reasonable period. If the Supplier fails to take proper corrective action within a reasonable period, HPPL shall be free to take such corrective action as may be deemed necessary at Supplier's risk and cost after giving notice to the Supplier.
- 19.4. Damage to the Goods due to incomplete and erroneous instructions issued by Supplier will be the responsibility of the Supplier and will be treated according to the provisions of warranty clause. Normal wear and tear shall not come under purview of this clause.
- 19.5. If the Supplier fails to meet its obligation to repair or replace defective Goods within a reasonable period, or if supplier refuses to carry out work under the guarantee clause and implied guarantee conditions, if danger is anticipated or in case of severe urgency, HPPL shall be entitled to carry out at Supplier's cost and risk, repair work or replacement deliveries or have it done by a third party. In case not all Goods have been delivered by Supplier, HPPL is entitled to procure the remaining Goods at Supplier's cost and risk. This does not relieve Supplier of any of his guaranteed obligations. Taxes and duties of any kind whatever imposed by the authorities of the country of the Supplier or his sub-contractors until delivery, shall be borne by Supplier.

20. REJECTION

If HPPL finds that the Goods supplied are not in accordance with the specifications or is found to be of inferior quality and other conditions stated in the Purchase Order or otherwise not satisfactory owing to any reason of which HPPL will be the sole judge or its sample are received in damaged condition (of which matter HPPL will be the sole judge), HPPL shall be entitled to reject the whole of the Goods or the part as the case may be/ buy its requirement from open market and intimate to the Supplier the rejection without prejudice to HPPL's other rights and remedies to recover from the Supplier any loss which HPPL may be put to, also reserving its right to claim the performance guarantee if any made for the due fulfillment of the Purchase Order. The Goods shall be removed by the Supplier and if not removed within 14 days of the date of communication of the rejection, HPPL will be entitled to dispose of the same on account and at the risk of the Supplier and after recovering the storage charges at the rate of 5% of the value of Goods for each month or part of a month and the loss and expenses if any caused to HPPL.

21. SAFETY FIRST

- 21.1. HPPL consider safety to be one of the highest importance in all its business and operations, including transporters suppliers.
- 21.2. Suppliers shall comply applicable law, including the following guidelines while supplying Goods and Services :
 - (i) The equipments and machinery shall be in a good condition, free from rust, bad pittings and



painted. The personnel should be fully aware of the Goods he is dealing with and should have the knowledge of primary response in case of any emergency (leak / spill) or any unfortunate accident.

- (ii) The driver shall always carry Transport Emergency Card and Material Safety Datasheet. The TREM Card shall specify the following details about the hazardous nature of the MATERIAL in English, Hindi and Local language: (i) first aid measures, antidotes, advice dealing with the spillage, leakage, fire hazard, telephone number of the SUPPLIER and transporter and emergency services to be contacted. (ii) it should pertain to the hazardous substance being transported. (d) The driver and the crew shall wear the safety shoes while driving within the site. (e) The information to tackle a likely emergency shall be clearly painted on the vehicle including the appropriate hazard symbol including details of Dangerous Material Class Labels, Correct Technical name, UN No., Haz-chem No., Emergency contact phone Nos., any special advise confirming to latest Motor Vehicle Act, 1988 and Hazardous And Other Waste (Trans Boundary Movement) Rule 2016. The driver / Supplier / transporter shall obey all safety rules and guidelines set forth by HPPL within premises of HPPL .
- (iii) No other material shall be loaded along with the chemical on the vehicle.
- (iv) No trans-shipment should be done enroute.
- (v) Transport contractor/ vehicle driver should ensure that no valve is leaking at the time offloading and ensure proper sealing of the valve after loading.
- (vi) The driver should keep a barrel / bag of neutralizing material with vehicle.
- (vii) The supplier shall ensure that driver and cleaner have PPES
- (viii) Each driver must have a driving license which is valid and if vehicle is carrying dangerous goods, driver should have license for carrying dangerous goods.
- (ix) Driver shall possess a valid original RC Book or copy attested by Gazette Officer/RTO.
- (x) Vehicle shall have registration number duly painted on body and number plate as per stipulated rules of RTO.
- (xi) Possess a valid original Insurance Certificate or copy attested by Gazette Officer/RTO.
- (xii) Possess a valid PUC (Pollution under check) certificate.
- (xiii) The vehicle engine shall be in a good condition and capable of starting without assistance.
- (xiv) All tyres and stepney shall be in good condition.
- (xv) The driver's cabin to be clean both inside and outside.
- (xvi) The body of the vehicle should not be in damaged condition.
- (xvii) No oil or fuel leakage or spillage from the vehicle.
- (xviii) Should not carry or possess any firearms or other weapons.
- (xix) Should not carry or possess any inflammable items like Bidi, Cigarette, Match Box, Lighter, and Chemicals etc.
- (xx) The cargo in the vehicle shall not exceed the permitted capacity.
- (xxi) The driver and the crew should not be under the influence of any kind of alcohol or drugs. HPPL shall be entitled to request that transporters and or/any of supplier's employees, agents who are at site or who wish to enter site undergo the necessary test to determined whether or not such person is under the influence of drugs or alcohol provided always that test shall not be



carried out without consent of such person.

21.3. In case of any accident resulting in:

- (i) Leakage of vehicle.
- (ii) Damage to the vehicle

The vehicle driver will immediately inform the nearest fire station and will cover up the area. A telegraphic/ telephonic intimation indicating the location, where the accident has occurred should be sent to HPPL.

21.4. Action in case of leakage.

When the valve of the vehicle starts leakage following action is to be taken.

- (i) To protect personnel present.
- (ii) To arrest the leakage by connecting valve of vehicle line solution barrel through hose.

21.5. Action in case of fire:

- (i) Inform nearest fire station.
- (ii) Water may be sprayed to cool the vehicles.

21.6. Carry out the following procedure detailed below modifying the order according to site action:

- (i) Do not smoke or allow means of ignition near the spill.
- (ii) Clear people from the area.
- (iii) Give first aid to anybody has been affected. Remove victim to fresh air, flush eyes with water and give water to drink.

21.7. **Liquidated Damages (“LD”):**

- (i) Time and date of delivery shall be the essence of the contract/Purchase Order. If the Supplier fails to deliver the Goods and/or Services, or any installment thereof within the period fixed for such delivery in the schedule or any time repudiates the contract/Purchase Order or fails to perform the Services before the expiry of such period, HPPL may, without prejudice to any other right or remedy, available to it to recover the following damages for breach of the contract/Purchase Order:
 - a. Recover damages from the Supplier (not by way of penalty), a sum equivalent to ½%(half percent) of the lot value of the whole unit per week for such delay or part thereof(this is an agreed, genuine pre-estimate of damages duly agreed by the parties) which the Supplier has failed to deliver within the period fixed for delivery in the schedule, where delivery thereof is accepted after expiry of the aforesaid period. It may be noted that such recovery of HPPL damages may be upto a ceiling of 10% of the lot value of the whole unit of Goods and/or Services which the Supplier has failed to deliver within the period fixed for delivery plus applicable GST; or
 - b. Cancel the Purchase Order or a portion there of by serving prior notice to the Supplier ; or
 - c. Recover LD from the Supplier, unless the Supplier has delivered the Goods or performed the Services in accordance with the Purchase Order, of an amount equivalent to at least 75% of the consideration amount (“**Minimum Delivery**”) on the Delivery Date. In the event, that the Supplier has provided the Minimum Delivery on the Delivery Date, then HPPL will have the right to seek LD on the outstanding undelivered Goods and/or



unperformed Services. Notwithstanding the aforesaid, where in HPPL's sole judgment the Goods delivered or Services performed by the Supplier, is not in accordance with the Purchase Order or does not fulfill the operating need, then HPPL shall have the right to seek LD for the entire consideration amount.

- d. It may further be noted that clause(a) above provides for recovery of damages by HPPL on the cost of Purchase Order and/or price of delayed supplies(whole unit) at the rate of ½%(half per cent) of the lot value of the whole unit per week for such delay or part thereof up to a ceiling of 10% of the lot value of delayed supplies (whole unit). The damages for delay in supplies thus accrued will be recovered by paying the authorities from the bill for payment of the cost of the materials submitted by the Supplier in accordance with the terms of Purchase Order or otherwise. Under GST, deduction of LD is considered as consideration received against supply of services for the delay caused in execution of contract by the Supplier. Accordingly, GST needs to be charged and paid to credit of government treasury for the same and hence applicable GST amount over and above the LD amount to be deducted from the account of the Supplier, if applicable. *[JSA Note: HPPL to confirm the tax aspects with its tax advisors.]*
- e. Notwithstanding anything stated above, Goods will be deemed to have been delivered only when all its components and parts are also delivered to HPPL. If certain components are not delivered in time then Goods will be considered as delayed until such time until all the missing parts are also delivered.

(ii) Calculation of Liquidated damages:

HPPL damages will be calculated on the basis of Purchase Order price of Services and/or Goods excluding duties and taxes, where such duties/taxes have been shown separately in Purchase Order.

(iii) Extension in delivery period due to delay on the part of HPPL:

When the extension of time is required due to any delay on the part of HPPL, extension of delivery time for the period of such delay involved may be granted by HPPL in writing, provided the Supplier produces documentary evidence of the delay on account of HPPL.

22. LAWS/ARBITRATION

22.1. Applicable Laws

The Purchase Order shall be governed in accordance with laws of India (both procedural and substantive) from time to time in force and to the exclusive jurisdiction of the Courts at Mumbai, India.

22.2. Amicable settlement

If any dispute arises in connection with the Purchase Order, either party may give notice to the other party of the same, whereupon the parties shall meet promptly and in good faith attempt to reach an amicable settlement.

22.3. Arbitration:

Except as otherwise provided elsewhere in the Purchase Order/contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Contract or breach thereof which parties are unable to settle mutually, the same shall be referred to arbitration by a sole arbitrator to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules thereunder as modified from time to time. The arbitration proceedings shall be held in Mumbai, Maharashtra, India and shall be conducted in English language. The decision of the



arbitrator on any DISPUTE shall constitute an award and shall be final and binding on the parties. The AWARD must be in writing and signed by the arbitrator and shall specify in reasonable detail the evidence and factors considered by the arbitrator and the reasons for the decision on each issue. Notwithstanding the pendency of resolution of any DISPUTE or payment of any claim of the SUPPLIER or commencement and continuation of arbitration proceedings with respect to any claim of the SUPPLIER, the SUPPLIER shall continue to perform its obligations without interruption, and the SUPPLIER shall not delay, suspend or stop the performance of its obligations hereunder.

The party wishing to refer a Dispute to Arbitration shall give notice to the other party specifying all the points of Disputes with details of the amount or claim to be referred to arbitration (“**Invocation Notice**”). If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee also. The closing market rate in an exchange declared by SBI on the date prior to date of notice should be adopted for conversion of foreign currency in Indian Rupees.

23. WARRANTEE CLAUSE

The Supplier warrants that Goods and/or Services supplied shall be of the highest grade and quality unless otherwise specified; shall conform to the specifications, drawings, samples or other descriptions contained in the Purchase Order; shall be performed in a workmanlike manner; shall be fit and sufficient for the purpose intended; shall not violate any third party intellectual property rights and shall be merchantable, of good material and workmanship and free from all the defects whether latent or patent.

24. WARRANTEE CLAUSE IN CASE OF GOODS

Supplier’s liability in respect of any defect in or failure of Goods supplied by Supplier or any loss, injury or damage attributable thereto, is limited to making good by replacement or repairs (at HPPL’s choice), defects, which appear therein for a period of 12 months from the date of commissioning of the Goods or 18 months from the date of last invoiced dispatch, whichever is earlier, at the end of which period, all liability on Supplier’s part will cease.

25. PERFORMANCE BANK GUARANTEE (Applicable in case of Goods and Services where warrantee clause is there):

- 25.1. Supplier will be required to submit an unconditional and irrevocable performance bank guarantee from a Nationalized/ Scheduled Bank for due performance of the Purchase Order for a sum equivalent to 10 % of the value of the Purchase Order. This irrevocable performance bank guarantee shall be drawn in favour of HPPL and shall be valid for Guarantee /Warrantee plus sixty (60) days as a claim period or such other period as may be mutually agreed between the Supplier and HPPL.
- 25.2. HPPL shall not be liable to pay any bank charges, commissions, or interest on the amount of Performance Security.
- 25.3. Performance Security shall be refunded to the Supplier after completion of supply/after satisfactory execution of the Purchase Order and acceptance of the same by HPPL after warranty period, if any.
- 25.4. In case Supplier fails to honor any of the covenants under the Purchase Order, HPPL shall have the right to invoke the performance bank guarantee and claim the amount there under .If the losses suffered by HPPL are more than the value of the performance bank guarantee, HPPL in addition to obtaining the performance security, reserves the right to claim the balance amount of damages/losses suffered by HPPL.
- 25.5. The performance security shall remain at the entire disposal of HPPL as a security for the satisfactory completion of the supply of Goods and Services in accordance with the conditions of the Purchase Order.
- 25.6. Sustainable business practices have been an integral part of our HPPL culture for decades and are also a central element of our vision of the future. HPPL always strives for wellbeing of society, planet, customers and all our stake holder. Suppliers plays a decisive role in driving sustainability in our value



chain and beyond. HPPL expects our strategic partners i.e suppliers to promote sustainable practice and respect for human rights, circular economy and improving social and environmental conditions by complying with HPPL's sustainability guidelines as published on HPPL's website [JSA Note: HPPL to confirm if the guidelines will be published on the website or annexed to the PO.] any applicable laws in relation to corporate social responsibility, and the following.

25.7. Labor laws and Human rights standards

- (i) Supplier should treat their employees, contractors, labors etc with respect and maintain their dignity
- (ii) No employment of child labor
- (iii) No forced labor
- (iv) Equal opportunity: No discrimination in hiring and employment practices against any employee based on race, color, caste, age, gender, sexual orientation, ethnicity, disability, pregnancy, maternity, religion, political affiliation, national origin, or marital status, union membership or any other criteria
- (v) Compliance with all applicable laws and regulations on wages, benefits and overtime, working hours, employment practices and labour conditions in the countries of operation.
- (vi) Respect for employees' privacy and identity.
- (vii) Supplier should ensure compliance with applicable labour laws.

25.8. Environment health & safety Laws, Rules and Regulations

- (i) Supplier should provide a healthy and safe working environment for their employees, contractors, partners eg hygienic sanitation, potable water, etc.
- (ii) Supplier should provide appropriate safety gear (including PPE)
- (iii) Appropriate training shall be provided to all employees, contractors, labor for environment protection, health and safety and emergency preparedness.
- (iv) Supplier shall follow environmental legislation, rule , regulation (including but not limited to the Air (Prevention and Control of Pollution) Act, 1981, , Water Prevention and Control Of Pollution Act of 1974, Hazardous Waste Management Act, 1989, etc.) and applicable international conventions (Like the Paris Agreement , Kyoto Protocol etc).
- (v) Avoid use of plastic for the purpose of packing material, in compliance of Indian Laws like the Plastic Waste Management Rules, 2016 and any amendments thereto.
- (vi) Ensure use of environmentally friendly packing material.

26. CONFIDENTIALITY

- 26.1. The Supplier shall keep confidential all information belonging to HPPL or its affiliates including information obtained pursuant to or acquired as a result of the PO ("**Confidential Information**"). Confidential Information shall include, information shared in oral, written or visual form without limitation: (i) the fact that HPPL is conducting research or development in any particular area or intends to develop or market any product or service; (ii) the terms of the Purchase Order or any definitive agreement which HPPL may have executed (or may be negotiating) with the Supplier; (iii) non-public information concerning the business or finances of the Company; (iv) any other information the disclosure of which might harm or destroy a competitive advantage of the Company; and (v) trade secrets, intellectual property, ideas, designs, research, know-how, business methods, processes, strategies, technical information, proprietary data, technologies, business data, financial data, engineering data, and all information pertaining to the above, furnished to the Supplier.



- 26.2. The Supplier shall not, at any time, directly or indirectly, disclose any Confidential Information of HPPL, nor shall the Supplier use any Confidential Information, except for the purpose of carrying out the Purchase Order.
- 26.3. The Supplier shall not advertise, publish or release, information or statements to the media or the public concerning the Purchase Order or the operations of HPPL, without the prior written approval of HPPL.
- 26.4. If HPPL furnishes the Supplier with Confidential Information then the same shall be used by the Supplier only to perform the Purchase Order.
- 26.5. On demand by HPPL at any time or on completion of the Purchase Order, HPPL's Confidential Information whether made by the Supplier or furnished by HPPL shall be returned forthwith by the Supplier to HPPL. The Supplier shall under no circumstances allow the Confidential Information to be used or accessed by sub-suppliers or any third party.

27. ETHICAL SOURCING OF MATERIALS

The Supplier should source the material used for production of finished Goods and Services supplied to HPPL in highly ethical way. It should not provide undue benefits to the agencies that have detrimental impact on living being, environment.

28. CONFLICT OF INTEREST

HPPL has a strict code on related party transaction. The Supplier is obligated to report to HPPL, in case they are related to any director, employee or associate or subsidiary of HPPL. Non-disclosure of the same shall amount to the breach of the covenants of these Standard Purchase Terms.

29. SOCIAL MEDIA POLICY

- 29.1. Supplier and its employees should note that their online presence reflects that of HPPL. Actions captured via images / video footage, posts or comments can reflect badly on the operation of HPPL and may impact HPPL's reputation.
- 29.2. Details of contracts awarded or other business association with HPPL shall not be published in any public **domain** without the written approval of HPPL.
- 29.3. Postings should not disclose information that is confidential or propriety of HPPL's clients or vessels. No images from outside the accommodation on board or within the engine room are to be taken and posted on any social media unless HPPL head office approval is obtained in writing. Likewise, no pictures, and or video clippings are to be taken in case of any accident and posted on any social media unless HPPL head office approval is obtained in writing. Similarly, posting on social media should not disclose vessel's status or location.
- 29.4. Postings should not disclose information that may jeopardize the safety and security of the vessel, or its crew **or** any other employee of HPPL.
- 29.5. Of **character** - There will be no postings giving false or damaging statements made by one person or persons about another person or persons in connection with HPPL or HPPL.
- 29.6. **Statements** / comments causing harm to reputation or causing a loss to HPPL and its clients are not allowed to be posted on any social media.
- 29.7. **Uploading**, posting, forwarding or posting a link to any of the following types of material on social media, whether in a professional or personal capacity, will amount to gross misconduct. This will consist of, but not limited to the following:
 - (i) Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit nature). Material, which is offensive, obscene, criminal, discriminatory, derogatory or may cause embarrassment to us, our clients or



- (ii) Dishonorable content such as racial, ethnic, religious, and physical disability slurs are not tolerated.
- (iii) Posting commentary, content, or images that are defamatory, proprietary, harassing, libelous, or that can create a hostile work environment.
- (iv) Confidential information about HPPL or any of HPPL's staff or clients.
- (v) Any other statement which is likely to create any liability (whether criminal or civil, and whether for either party); or
- (vi) Material in breach of copyright or other intellectual property rights, or which invades the privacy of any person.

30. DELAY DUE TO FORCE MAJEURE

In the event of cause of force majeure including acts such as an act of God, war declared or undeclared, revolution, embargo, riots, civil or political disturbances, lockouts, lockdowns, strikes, force majeure, trade disputes, accidents, power failure, fire, drought, flood, epidemic or pandemic ("Force Majeure"), occurring within the agreed delivery terms, the Delivery Date may be extended by the HPPL at its sole and absolute discretion on receipt of application from the Supplier without imposition of HPPL damages. Only those cause(s) which have duration of more than seven (7) consecutive calendar days will be considered a cause of force majeure. The Supplier must inform HPPL, the beginning, and the estimated end of the cause of delay within 2 calendar days of such delay, by an email to purchase@hp.co.in with written evidence of such Force Majeure, *and in the case of* any Force Majeure event being declared pursuant to any governmental, regulatory, statutory, union, or similar bodies, then the notice, circular or authorized letter notifying such Force Majeure event, must be attached with such e-mail. In addition if required by HPPL the original letter shall be sent by Registered Post or courier.

31. RIGHT OF HPPL

- 31.1. In the event, the Supplier fails to deliver the goods in accordance with the terms of the Purchase Order, HPPL shall have the right to cancel the Purchase Order forthwith and claim refund of any payment made by HPPL as advance or otherwise to the Supplier under the Purchase Order.
- 31.2. The HPPL shall also have the absolute right to withhold, adjust, and/ or set-off any payment required to be made by HPPL to the Supplier under the Purchase Order entered into between the parties against the cost, losses, damages etc. suffered by HPPL due to the failure of the Supplier to deliver the Goods and/or Services in accordance with the terms of the Purchase Order, and the Supplier expressly waives any objections it may have in this respect.
- 31.3. HPPL may at any time, by written order, make changes within the general scope to the Purchase Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the **time** required for, the performance of this Purchase Order, Supplier may request an adjustment in the price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly upon agreement by both the parties.

32. CANCELLATION/TERMINATION

- 32.1. The HPPL reserves the right to cancel/terminate the Purchase Order or any part thereof either for convenience with 1 week written notice or immediately without notice, if
 - (i) The Supplier fails to comply with the terms of the Purchase Order or these Standard Purchase Terms; or
 - (ii) The Supplier goes bankrupt or goes into liquidation proceedings or if a receiver, liquidator, custodian is appointed of the whole or any substantial part of the assets of the Supplier or



Supplier enters into any scheme or arrangement for settlement or compromise with its creditors or stakeholders; or

- (iii) The Supplier fails to deliver the Goods on time and / or replace the rejected Goods promptly; or
- (iv) The Supplier fails to deliver the Goods/Services of desired quality, weight, specification, drawing, layout, design, etc.; or
- (v) The Supplier ceases to hold any necessary authorizations or registrations in order for it to carry out its obligations under the Purchase Order or to conduct its business.

32.2. Termination of the Purchase Order shall not affect the rights and obligations of HPPL or the Supplier that accrued prior to the effective date of such termination.

32.3. After termination of the Purchase Order, the Supplier shall forthwith hand over all the machines, tools, drawings, equipment, material, documents, IPR, confidential information, etc. belonging to the Company and which are in the Supplier's custody.

32.4. The Company may at any time instruct the Supplier to suspend part or all of the supply of goods and/or services. During suspension the Supplier, without any cost to the Company, shall protect, store and secure such part or all of the work or goods against any deterioration, loss or damage or other losses. All work so suspended shall be resumed by the Supplier based on a schedule mutually agreed upon between the Company and the Supplier.

33. NO ASSIGNMENT

This Purchase Order shall not be assigned to any other agency by the Supplier without obtaining prior written consent of the HPPL.

34. SEVERABILITY

If any provision of these Standard Purchase Terms is held to be invalid, illegal or un-enforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions of these Standard Purchase Terms.

35. INTELLECTUAL PROPERTY RIGHTS

All drawings, specifications, patents, rights to inventions, utility models, industrial designs, copyright and related rights, trademarks or rights to sue for passing off, service marks, tradenames, unfair competition rights, trade, business and domain names, designs, rights in goodwill, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world, or other documents ("IPR") furnished by HPPL and the HPPL's consultants, and copies thereof furnished to the Supplier, are for use solely with respect to the Purchase Order. Such IPR must be returned to the HPPL at the completion of the Order or earlier termination of this contract/Purchase Order. All IPR prepared by or for Supplier in contemplation of, during, or because of performing the Purchase Order shall be deemed works for hire and all right, title and interest therein shall vest in HPPL, whether or not the Purchase Order is ultimately completed. To the extent such IPR cannot be considered, by operation of law, works for hire, Supplier shall assign to HPPL all right, title and interest thereto and all copies of such drawings, specifications and other documents shall be delivered to HPPL upon completion of the Order or earlier termination of the contract/Purchase Order. Supplier agrees to provide HPPL with reasonable assistance necessary to perfect HPPL's interest in IPR created pursuant to the Purchase Order. This shall include, but not be limited to, the execution of documents necessary for the copyright registration. No IPR may be used by the Supplier or any sub supplier or material or equipment supplier on other projects or for additions to their Project outside the scope of the work without the specific written consent of the HPPL. The



Supplier, sub suppliers, sub sub suppliers and material or equipment suppliers are authorized to use and reproduce applicable portions of the IPR, or appropriate to and for use in the execution of their work under the contract documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the drawings, specifications and other documents prepared by or for the HPPL. Any IPR conceived or developed during the term of performance of the Purchase Order based upon or arising from HPPL's confidential and proprietary information shall be solely owned by HPPL. Except as expressly provided herein, no license or right is granted hereby to the Supplier, by implication or otherwise, with respect to or under any IPR of HPPL. The Supplier agrees to indemnify, defend and hold harmless, HPPL and its officers, directors and agents from and against all losses, claims, actions, damages, costs and expenses arising out of or in relation to any claims for infringement or violation of IPR of any third party pursuant to any goods or services delivered by the Supplier.

36. ANTI-BRIBERY CLAUSE

- 36.1. The HPPL is committed to conducting its business in accordance with the highest standards of business ethics, openness, integrity, and responsibility.
- 36.2. The HPPL does not allow any unethical or unlawful conduct by any of its employees or suppliers. To that end, any evidence of malpractice or impropriety will be treated by the HPPL with utmost seriousness.
- 36.3. Supplier must report any instance of bribe being insisted by any employee or associate of HPPL. Such complaint should be written or in person, to the MD or the Directors or to the Compliance Officer of HPPL.
- 36.4. Further, the Supplier must: (i) comply with all applicable laws, rules, and regulations, including, without limitation, laws governing anti-money laundering, anti-corruption, anti-bribery, human rights, and environmental health and safety; and (ii) maintain in effect all licenses, permissions, authorizations, consents, and permits necessary to carry out Supplier's obligations under the Purchase Order and these Standard Purchase terms. The Supplier must, and shall ensure that its sub-contractors shall, obtain and maintain all requisite environmental licences (all of which are valid and subsisting) and shall at all times comply with all applicable environmental law and with the terms and conditions of all environmental licences.

