

GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

1. OFFER, ACCEPTANCE AND TERMS OF ORDER

(a) Offer and Acceptance

Each purchase order, including any amendment or revision thereto (the “Order”), issued by the Buyer for procurement of vehicle components, parts, assemblies, tooling, or related services, constitutes an offer within the meaning of the applicable law. This Order shall be governed by: (i) the terms set out on the face of the Order; (ii) these purchase order terms and conditions; (iii) any annexures, addenda, or supplements; (iv) any supplier quality manuals, engineering specifications, drawings, or process requirements issued by the Buyer; and (v) any documents expressly incorporated by reference (collectively, the “Terms”). Acceptance of the Order by the Seller, shall be deemed to occur upon the earliest of the following:

- (i) written or electronic acknowledgement of the Order;
- (ii) commencement of manufacture, procurement, engineering, tooling, or any preparatory activity in relation to the goods (the “Goods”);
- (iii) dispatch, shipment, or delivery of the Goods;
- (iv) commencement of performance of any services (the “Services”);
- (v) failure to raise written objections within ten (10) days of receipt of the Order; or
- (vi) any conduct indicating acceptance, including capacity allocation, raw material procurement, or production planning.

In accordance with the Information Technology Act, 2000, the Seller expressly agrees that electronic issuance and acceptance of the Order shall be valid and binding, and waives any requirement of physical signature. Any objection to the Order must be expressly communicated in writing within ten (10) days. If the Seller proceeds with performance without such written objection, or after raising objections without obtaining written acceptance from the Buyer, such objections shall be deemed waived. Acceptance of this Order is strictly limited to the Terms. Any additional or different terms proposed by the Seller—whether in quotation, acknowledgement, invoice, or otherwise—shall constitute a material variation and are expressly rejected. Such proposals shall not affect the validity of this Order, and performance by the Seller shall constitute unconditional acceptance of the Terms. This Order shall not be treated as acceptance of any prior offer or quotation issued by the Seller. Any reference to such prior documents shall be limited solely to technical specifications, and only to the extent they are not inconsistent with this Order. In case of inconsistency, this Order shall prevail. The Buyer reserves the right to cancel, modify, or withdraw the Order, in whole or in part, at any time prior to communication of acceptance coming to the knowledge of the Buyer.

(b) Entire Agreement

This Order, together with the Terms, constitutes the entire agreement between the Buyer and the Seller in respect of the subject matter hereof, and supersedes all prior negotiations, representations, communications, or arrangements, whether oral or written. Provided that any prior written agreement executed by duly authorized representatives of the Buyer—such as a long-term supply agreement, rate contract, sourcing award letter, or statement of work—shall continue to apply, except to the extent expressly modified by this Order. The rights and obligations relating to the Goods shall also be subject, where applicable, to the provisions of the Sale of Goods Act, 1930, including but not limited to provisions relating to conditions, warranties, transfer of property, and remedies for breach.

(c) Order of Precedence

In the event of any inconsistency or conflict between the following documents, the order of precedence shall be as follows: The face of the Order (including commercial terms, specifications, and delivery requirements);

- (i) Any prior written agreement expressly applicable to the Order;
- (ii) These purchase order terms and conditions; and
- (iii) Any documents incorporated by reference.

2. TIME PERIOD OF ORDER

(a) Program-Based Orders

Subject to the Buyer's termination rights (including termination for convenience, default, or other rights as may be specified elsewhere in these terms) (the "Buyer's Termination Rights"), this Order shall be binding on both Buyer and Seller for the entire production life cycle of the relevant original equipment manufacturer ("OEM") vehicle program for which the Goods or Services are procured. The parties acknowledge that the duration of such OEM vehicle program is contingent upon decisions of the OEM and may be extended, reduced, suspended, or cancelled at the OEM's discretion. The Seller expressly assumes the commercial risk associated with any such variation in program duration, including early termination or extension. Notwithstanding the foregoing:

- (i) where a specific validity period or expiry date is expressly stated in the Order, the Order shall remain in force until such date or period, unless terminated earlier in accordance with the Buyer's Termination Rights; and
- (ii) the Seller's obligations relating to supply of service parts, spare parts, and aftermarket support (including tooling preservation, technical support, and continued availability obligations) shall survive expiration or termination of this Order, subject to applicable law.

(b) Non-Program / General Supply Orders

Where the Goods or Services are not linked, directly or indirectly, to a specific OEM vehicle program, this Order shall, subject to the Buyer's Termination Rights, remain valid and binding for a period of one (1) year from the date of issuance. Thereafter, the Order shall automatically renew for successive periods of one (1) year each, unless the Seller provides written notice of non-renewal at least one hundred and eighty (180) days prior to the expiry of the then-current term. Notwithstanding such notice, the Buyer shall have the right, acting reasonably and in good faith, to extend the term of the Order for such additional period as may be necessary to:

- (i) identify and qualify an alternate source of supply;
- (ii) ensure continuity of production and avoidance of line stoppage; and
- (iii) facilitate an orderly and commercially reasonable transition of supply.

The Seller shall continue to supply the Goods or Services during such transition period on the same terms and conditions.

3. CUSTOMER REQUIREMENTS

(a) Flow-Down of Customer Requirements

Where the Goods or Services supplied under this Order are, or are intended to be, directly or indirectly supplied to an original equipment manufacturer ("OEM") or any other customer of the Buyer (collectively, the "Customer"), including through any tiered supply chain, the Seller shall comply with all requirements necessary to enable the Buyer to fulfil its contractual obligations towards such Customer ("Customer Terms"). Without limitation, the Seller shall, to the extent applicable and within its control:

- (i) comply with delivery schedules, packaging, labelling, traceability, and logistics requirements;
- (ii) adhere to quality standards, inspection protocols, and applicable automotive or industry standards;
- (iii) honour warranty obligations and applicable warranty periods;
- (iv) comply with intellectual property, indemnity, and confidentiality obligations;
- (v) permit access to facilities, systems, and records for audit, inspection, or validation by the Buyer or Customer; and
- (vi) support requirements relating to service parts, replacement parts, and aftermarket obligations.

The Buyer may, at its discretion, share relevant Customer Terms with the Seller. However, the Seller acknowledges that it remains responsible for understanding and complying with all Customer Terms that may reasonably impact its obligations under this Order. The Seller agrees that such applicable Customer Terms shall be deemed incorporated into this Order to the extent necessary for performance.

(b) Precedence of Customer Terms

In the event of any inconsistency between the provisions of this Order and the Customer Terms, the Buyer shall have the right, to the extent reasonably necessary to fulfil its obligations to the Customer, to require that the Customer Terms prevail. The Seller shall comply with such direction, provided that the same relates to obligations within the scope of supply under this Order.

(c) Price Adjustment upon Customer Insolvency or Reduction

In the event the Customer becomes subject to an insolvency, bankruptcy, restructuring, or similar proceeding (an "Insolvency Event"), and as a consequence the Buyer is required or elects, in good faith, to reduce the price payable by the Customer for products incorporating the Goods and/or Services, then the prices payable by the Buyer to the Seller shall be proportionately reduced by the same percentage, with effect from the date such reduction becomes applicable. Such adjustment shall not otherwise affect the validity or continuation of this Order.

(d) Assignment of Receivables

In the event the Customer fails to make payment to the Buyer for products incorporating the Goods and/or Services, the Buyer may, at its option, assign to the Seller, in whole or in part, the right to recover such amounts directly from the Customer. The Seller agrees that acceptance of such assignment shall constitute valid discharge of the Buyer's corresponding payment obligation to the Seller, on a rupee-for-rupee basis, subject to applicable law, including provisions relating to assignment under the Transfer of Property Act, 1882.

(e) Customer-Nominated or Directed Sources

Where the Customer has directed, recommended, or nominated the Seller as the source of supply:

- (i) The Buyer's obligation to pay the Seller shall be contingent upon, and proportionate to, the Buyer's actual receipt of payment from the Customer for the corresponding goods or services ("pay-when-paid" basis);
- (ii) Any extension or modification of payment terms granted by the Buyer to the Customer shall automatically apply, on a back-to-back basis, to the payment terms between the Buyer and the Seller; and
- (iii) The Seller shall promptly (and in any event within three (3) business days) notify the Buyer in writing of any discussions, negotiations, or proposed changes in price, specifications, or commercial terms between the Seller and the Customer, and shall align its invoicing accordingly to reflect any agreed reductions.

Provided that no such change shall be binding on the Buyer unless expressly approved by the Buyer in writing.

4. LABELING, PACKING AND SHIPMENT

(a) Compliance with Specifications and Law

The Goods shall be suitably prepared, packaged, labeled, handled, and shipped so as to ensure safe transit, preservation of quality, and compliance with all applicable laws and industry standards. Without limitation, the Seller shall:

- (i) comply with all applicable statutory and regulatory requirements, including those relating to packaging, transportation, safety, and environmental compliance;
- (ii) adhere strictly to the Buyer's specifications, drawings, logistics manuals, packaging standards, and any written instructions issued from time to time; and
- (iii) ensure appropriate labeling, including part identification, batch/lot traceability, barcoding (if required), handling instructions, and any statutory disclosures.

All shipments shall be made in accordance with the delivery schedules, routing instructions, and carrier requirements specified by the Buyer. In the event the Goods are not labeled, packed, or shipped in accordance with applicable law or the Buyer's requirements, the Seller shall be liable for all resulting consequences, including:

- (i) reimbursement of any excess freight, handling, storage, sorting, re-packaging, or administrative costs incurred by the Buyer;
- (ii) liability for any damage to Goods or downstream losses caused by improper packaging or labeling; and
- (iii) any penalties, claims, or losses arising due to non-compliance.

(b) Packing Costs

Unless expressly agreed otherwise in writing in the Order, the prices specified in the Order shall be deemed to be inclusive of all costs relating to labeling, packing, packaging materials, boxing, crating, preservation, and preparation for shipment. The Seller shall not levy any separate or additional charges on the Buyer for such activities.

5. DELIVERY AND PRODUCTION VOLUMES

(a) Delivery Obligations

Time shall be of the essence in respect of the Seller's obligations under this Order. The Seller shall deliver the Goods strictly in accordance with the quantities, schedules, delivery dates, and delivery times specified in the Order or in any applicable release issued by the Buyer. The Seller shall promptly notify the Buyer in writing upon becoming aware of any actual or anticipated delay or shortfall in delivery, along with reasons and proposed corrective measures. Goods delivered:

- (i) in excess of specified quantities; or
- (ii) prior to the agreed delivery dates or times,

shall be at the Seller's sole risk and expense and may, at the Buyer's option, be rejected or returned. All associated costs, including transportation (both ways), handling, and related charges, shall be borne by the Seller. The Buyer shall have no obligation to accept or make payment for any such excess or early deliveries. Unless expressly authorized in writing by the Buyer, the Seller shall not:

- (i) procure raw materials;
- (ii) build inventory; or
- (iii) commence production of Goods

in advance of what is reasonably required to meet scheduled deliveries. The Buyer may, upon notice, revise delivery schedules, adjust shipment rates, or temporarily suspend deliveries. Such changes shall not entitle the Seller to any increase in price or additional compensation.

(b) Release-Based / Indeterminate Quantity Orders

Where this Order does not specify fixed quantities, or provides for supply on a "blanket order", "as released", "as scheduled", "as directed", or similar basis, the quantities and delivery schedules shall be governed by written instructions, delivery schedules, or production releases issued by the Buyer from time to time (each, a "Release"). The Seller shall supply the quantities specified in each Release, at the prices and on the terms set out in this Order. The Seller acknowledges that:

- (i) the Buyer's requirements may vary based on production needs, Customer demand, or other operational considerations;
- (ii) the Buyer does not guarantee any minimum purchase quantity unless expressly stated; and
- (iii) the Buyer shall not be obligated to purchase more than its actual requirements for the Goods or Services.

All references to this Order shall be deemed to include applicable Releases.

(c) Capacity and Forecasts

The Seller represents and warrants that any statement or representation made by it (including in quotations or technical submissions) regarding its production capacity shall constitute a binding warranty that it is capable of supplying the stated quantities of Goods or Services without imposing additional charges such as overtime, expedited production costs, or similar surcharges. The Seller acknowledges that any forecasts, estimates, or projections provided by the Buyer or any Customer:

- (i) are indicative only;
- (ii) are subject to change at any time, with or without notice; and
- (iii) shall not be construed as binding commitments.

Except where expressly stated in this Order, the Buyer makes no representation, warranty, or commitment regarding:

- (i) minimum purchase volumes; or
- (ii) duration of supply.

(d) Non-Exclusivity

Unless expressly agreed otherwise in writing, this Order is non-exclusive. The Buyer shall have the right to procure goods or services identical or similar to the Goods or Services from any third party, without restriction or liability.

6. DELAYS IN DELIVERY OR ACCEPTANCE

(a) Delay by Seller and Consequences

Time being of the essence, if the Seller fails or refuses to proceed with this Order, or fails to deliver the Goods or perform the Services in accordance with the specified delivery schedules, the Buyer shall, without prejudice to any other rights or remedies available under this Order or under law, be entitled to terminate the unfulfilled portion of this Order, in whole or in part, except where such delay constitutes an Excusable Delay as defined below. In addition, in cases of non-excusable delay, the Buyer may require expedited shipment or arrange alternative logistics, including premium freight, and the Seller shall be liable to reimburse all additional costs incurred, including handling and administrative expenses. The Seller shall further be liable for all direct, incidental, and consequential damages arising from such delay, including but not limited to line stoppage losses, production disruption, and the cost of procurement from alternate sources. Any action taken by the Buyer to mitigate supply disruption shall not limit or prejudice its rights or remedies.

(b) Definition of Excusable Delay

"Excusable Delay" shall mean any delay in performance or delivery arising without fault or negligence of the affected party and due to causes beyond its reasonable control, including events such as acts of God, war, terrorism, riots, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, explosions, or governmental actions, including orders of priority or allocation. Delays caused by similar force majeure events affecting the Seller's suppliers may also qualify, provided the Seller demonstrates absence of fault. For clarity, Excusable Delay shall not include delays arising from: (i) the Seller's financial or liquidity constraints; (ii) changes in cost or availability of raw materials or components due to market conditions; or (iii) labour disputes, strikes, or disruptions affecting the Seller or its subcontractors or suppliers.

(c) Prolonged Excusable Delay

An Excusable Delay shall not constitute a breach or default. However, if such delay continues for an aggregate period exceeding thirty (30) days, the Buyer shall have the right to terminate the unfulfilled portion of this Order, in whole or in part, without liability, and without prejudice to any other rights available under law.

(d) Mitigation Obligations of Seller

The Seller shall, at its own cost and expense, take all reasonable steps to mitigate the effects of any actual or anticipated delay. This shall include implementation of contingency plans, alternative sourcing, capacity reallocation, and, where expressly approved by the Buyer in writing, building and maintaining additional finished goods inventory to sustain uninterrupted supply.

(e) Notice of Delay and Labour Events

The Seller shall promptly notify the Buyer in writing upon becoming aware of any actual or potential delay, providing full particulars including cause, expected duration, and impact on supply. Additionally, the Seller shall provide prior written notice of any foreseeable labour-related risks, including at least sixty (60) days' notice prior to expiry of any applicable labour or collective bargaining agreement, and immediate notice upon becoming aware of any actual or threatened strike or disruption affecting its operations or those of its supply chain.

(f) Delay in Acceptance by Buyer

Where the Buyer is unable to accept delivery of the Goods or Services due to an Excusable Delay, the Buyer may defer acceptance. In such event, the Seller shall, at the Buyer's direction, hold the Goods, suspend performance, or take such other steps as may be reasonably required until normal conditions resume.

(g) Effect on Exclusive Supply Arrangements

Where the Seller has been designated as a sole or single source supplier, such designation shall not restrict the Buyer's right to procure substitute goods or services from alternate sources in the event of any delay, whether excusable or otherwise, to ensure continuity of operations.

(h) Allocation of Supply

In the event of any allocation of production or supply by the Seller, whether arising from capacity constraints or an Excusable Delay, the Seller shall give priority to the Buyer's requirements under this Order over those of other customers, to the extent permissible.

7. TRANSPORTATION CHARGES, CUSTOMS DUTIES AND TAXES

(a) Delivery Terms and Transportation Costs

Unless otherwise expressly agreed in writing, all Goods shall be delivered on a Delivered Duty Paid (DDP) basis to the Buyer's designated plant or location, in accordance with Incoterms 2020 (or such version as may be specified in the Order). Under such delivery terms, the Seller shall bear all costs and risks associated with transportation of the Goods up to delivery at the Buyer's premises, including freight, carriage, loading, unloading, terminal handling, and any ancillary logistics charges. The Buyer shall not be liable for any costs relating to insurance, warehousing, storage, parking, demurrage, detention, or similar charges arising prior to delivery.

(b) Duties, Taxes and Price Inclusivity

Unless expressly stated otherwise in the Order, the prices specified shall be deemed to be inclusive of all applicable duties, levies, and taxes in connection with the manufacture, sale, and supply of the Goods or Services. This includes, without limitation, customs duties, import duties, tariffs, and all applicable indirect taxes, including those under the Central Goods and Services Tax Act, 2017 and corresponding State GST / Integrated GST laws, as may be applicable. The Seller shall be responsible for proper classification, valuation, and compliance with all applicable tax and customs laws, including issuance of valid tax invoices and compliance with input tax credit requirements, where applicable.

(c) Price Adjustment for Cost Reductions

In the event of any reduction in the Seller's cost arising from changes in transportation charges, customs duties, tariffs, or applicable taxes (including reductions in GST rates or availability of input credits) after the date of issuance of this Order, the benefit of such reduction shall be passed on to the Buyer by way of a corresponding reduction in the price payable under this Order. This obligation shall be interpreted in a manner consistent with statutory principles relating to tax benefit pass-through, including, where applicable, anti-profiteering provisions under the Central Goods and Services Tax Act, 2017.

8. CUSTOMS DRAWBACK DOCUMENTS AND EXPORT CONTROLS

(a) Customs Compliance and Drawback Entitlement

The Seller shall be responsible for full compliance with all applicable customs laws and regulations in relation to the Goods, including accurate declaration of value, classification, country of origin, and compliance with labeling and documentation requirements. The Seller shall ensure that all export and import documentation is complete, accurate, and compliant with applicable laws, including the Customs Act, 1962 and related rules. Upon request by the Buyer, the Seller shall promptly provide all documents, declarations, and supporting information required for the purpose of claiming customs duty drawback, refunds, or similar benefits, duly completed in accordance with applicable governmental requirements. Unless otherwise expressly agreed, all such benefits, including duty drawback or similar incentives, shall accrue to and be retained by the Buyer, and the Seller shall take all necessary steps to enable such entitlement.

(b) Export Controls and Authorisations

The Seller shall be responsible for obtaining and maintaining all export licenses, approvals, or authorisations required for the export of the Goods from the country of origin, including compliance with applicable export control laws such as the Foreign Trade (Development and Regulation) Act, 1992 and associated regulations. Where the Buyer is required to obtain any import or export authorisation, the Seller shall provide all necessary technical data, declarations, certifications, and assistance required to enable the Buyer to secure such approvals in a timely manner. The Seller shall also take reasonable steps to ensure that the Goods are eligible, where applicable, for any duty exemption, duty deferment, or free trade or special economic zone benefits available under the laws of the importing jurisdiction.

(c) International Supply Chain Security Compliance

Where the Goods are to be exported to jurisdictions requiring supply chain security compliance, including but not limited to the United States or Canada, the Seller shall, upon reasonable request by the Buyer, comply with applicable security programs or standards, including those analogous to recognized international initiatives such as supply chain security certification frameworks. The Seller shall, upon request, provide written certification of compliance with such requirements and maintain appropriate internal controls, documentation, and audit readiness. The Seller shall indemnify and hold harmless the Buyer from and against any liabilities, claims, losses, damages, costs, or expenses (including legal fees) arising out of or in connection with the Seller's failure to

comply with its obligations under this clause, including any breach of customs, export control, or supply chain security requirements.

9. CERTIFICATES OF ORIGIN

(a) Provision of Certificates and Origin Information

The Seller shall, upon request by the Buyer, promptly provide duly completed certificates of origin, domestic value-addition declarations, and all other information relating to the cost structure, sourcing, and place of origin of the Goods, Services, and any materials, components, or inputs used therein. Such information shall be accurate, complete, and compliant with applicable laws and regulations, including requirements under the Customs Act, 1962 and relevant foreign trade and tariff regulations. The Seller shall ensure that all such documentation enables the Buyer to comply with applicable customs, tariff, and regulatory requirements, including those necessary to claim preferential duty treatment under applicable trade agreements at the time of importation of the Goods, including any associated tooling or equipment.

(b) Eligibility for Preferential and Duty Benefit Programs

The Seller shall take all necessary steps, including maintaining appropriate records and certifications, to ensure that the Goods qualify for any applicable preferential tariff treatment, duty deferment, or free trade agreement benefits in the importing jurisdiction. This includes compliance with rules of origin, documentation standards, and certification procedures prescribed under applicable trade agreements and regulatory frameworks, including those administered under the Foreign Trade (Development and Regulation) Act, 1992.

(c) Indemnity and Liability

The Seller shall indemnify, defend, and hold harmless the Buyer, its affiliates, subsidiaries, successors, assigns, employees, agents, and customers from and against any and all liabilities, claims, demands, losses, damages, costs, expenses, fines, or penalties arising out of or in connection with: (i) any delay by the Seller in providing certificates of origin or related information; (ii) any inaccuracy, error, or omission in such certificates or information; or (iii) any failure by the Seller to comply with applicable customs, origin, or trade regulations.

10. PAYMENT

(a) Payment Terms

Unless otherwise expressly agreed in writing, and subject to applicable provisions relating to Customer-linked payments, the Buyer shall make payment of undisputed invoices on a net basis, after deduction of applicable taxes (including withholding taxes, if any), within the later of: (i) sixty (60) days from the end of the calendar month in which the Goods are delivered and/or the Services are performed; or (ii) sixty (60) days from the date of the relevant invoice. All invoices shall be issued in compliance with applicable law, including the Central Goods and Services Tax Act, 2017, and shall contain all prescribed particulars necessary for the Buyer to avail input tax credit. The Buyer shall be entitled to withhold payment of any disputed amounts pending resolution of the dispute, without this constituting a breach or default.

(b) Customer-Linked Payment for Tooling

Notwithstanding anything to the contrary, where the Goods or Services include tooling, dies, moulds, jigs, fixtures, or similar items ("Tooling") for which the Buyer is entitled to reimbursement or payment from a Customer, the Seller shall be entitled to receive payment for such Tooling only upon, and to the extent of, the Buyer's actual receipt of corresponding payment from such Customer. Such payment shall be made on a back-to-back and

proportionate basis, reflecting the amounts actually received by the Buyer from the Customer in respect of such Tooling. The Seller acknowledges and accepts that payment for Tooling is contingent upon such receipt.

11. SET-OFF AND RECOUPMENT

(a) Right of Set-Off and Netting

In addition to any rights available under applicable law, all amounts payable by the Buyer (including its subsidiaries and affiliates) to the Seller (including its subsidiaries and affiliates) shall be deemed to be subject to adjustment against any amounts owed by the Seller or its affiliates to the Buyer or its affiliates. The Buyer shall have the right, at any time and from time to time, to set off or recoup any such amounts, whether arising under this Order or otherwise, including amounts that are due, accruing, or payable in the future, and regardless of the nature or origin of such obligations.

(b) Cross-Affiliate Set-Off

The rights of set-off and recoupment under this clause shall extend across group entities, such that amounts owed by the Seller or its subsidiaries or affiliates to the Buyer or its subsidiaries or affiliates may be set off against amounts payable by any such Buyer entity to any such Seller entity. Such set-off may be exercised irrespective of whether the obligations arise under the same contract or different contracts.

(c) No Prior Notice Requirement

The Buyer may exercise its rights of set-off or recoupment without prior notice to the Seller or its affiliates. However, the Buyer may, at its discretion, provide post-adjustment details or statements reflecting such set-off.

(d) Disputed or Contingent Claims

Where any obligation of the Seller or its affiliates to the Buyer or its affiliates is disputed, contingent, unascertained, or subject to verification—including, without limitation, warranty claims, quality claims, recall-related claims, or Customer claims pending root cause determination—the Buyer shall have the right to withhold or defer payment of corresponding amounts otherwise payable to the Seller until such claims are resolved or quantified. Such withholding or deferment shall not constitute a breach of this Order.

12. CHANGES

(a) Buyer-Initiated Changes and Equitable Adjustment

The Buyer shall have the right, at any time, to make or direct changes to the drawings, designs, specifications, materials, sub-suppliers, sub-contractors, processes, or any other aspect of the Goods or Services under this Order. The Seller shall promptly implement such changes in accordance with the Buyer's written instructions, without delay or interruption to supply, notwithstanding any pending discussions regarding the commercial impact of such changes. Where any such change results in a demonstrable increase or decrease in the cost of manufacture, supply, or performance, or in the time required for performance, the parties may agree, acting reasonably and in good faith, to an equitable adjustment in the price and/or delivery schedule. Any such adjustment shall be effective only if expressly agreed in writing by the Buyer. The Seller shall submit any claim for adjustment, together with supporting documentation, within fourteen (14) days from the date of notification of the relevant change, failing which the Seller shall be deemed to have waived its right to claim any adjustment.

(b) Seller-Initiated Changes and Restrictions

The Seller shall not, without the prior written approval of the Buyer, make any changes to: (i) specifications, designs, materials, or component composition; (ii) part numbers or identification systems; (iii) manufacturing processes, quality control procedures, or validation methods; (iv) sub-suppliers or sub-contractors; or (v) the location of manufacturing, processing, or storage facilities used in the performance of this Order. Any unauthorized change shall constitute a material breach of this Order and may result in rejection of Goods, recovery of costs, and/or termination, in addition to any other remedies available under applicable law.

13. PRICE WARRANTIES AND COMPETITIVENESS

(a) Most Favoured Pricing

The Seller represents and warrants that the prices for the Goods and Services under this Order are, and shall remain, no less favourable to the Buyer than the prices offered by the Seller to any other customer for the same or substantially similar goods or services under comparable volumes, specifications, and delivery conditions. In the event the Seller offers or agrees to lower prices for such comparable goods or services during the term of this Order, the Seller shall promptly extend a corresponding price reduction to the Buyer, with effect from the date such reduced pricing becomes applicable.

(b) Price Inclusivity and Risk Allocation

The Seller warrants that the prices specified in this Order are firm, comprehensive, and inclusive of all costs, and that no additional charges, including surcharges, premiums, escalation costs, or other adjustments of any nature, shall be applicable unless expressly agreed in writing by the Buyer. The Seller expressly assumes all risks associated with cost variations, whether foreseeable or unforeseeable, including but not limited to fluctuations in foreign exchange rates, increases in raw material costs, inflation, labour costs, energy costs, or other manufacturing and supply chain expenses. No such factors shall entitle the Seller to any unilateral price increase or adjustment.

(c) Ongoing Competitiveness

The Seller shall ensure that the Goods and Services supplied under this Order remain competitive throughout the term of supply in terms of price, technology, quality, and overall value proposition, when compared with similar goods and services available in the market, including those offered by alternative suppliers or by the Buyer or its affiliates. Upon reasonable request by the Buyer, the Seller shall engage in good faith discussions to review and align pricing, technology, or cost structures to maintain such competitiveness, including implementation of cost reduction initiatives, value engineering, or productivity improvements.

14. WARRANTIES REGARDING THE GOODS AND THE SERVICES

(a) Seller's Warranties – Scope and Quality

The Seller represents and warrants that all Goods and Services supplied under this Order, including any tools, dies, jigs, fixtures, patterns, machinery, equipment, or other items procured at the Buyer's cost or owned by the Buyer, shall: conform strictly to all drawings, specifications, samples, and technical requirements provided or approved by the Buyer; comply with all applicable laws, regulations, standards, and codes in the jurisdictions where the Goods or Services, or products incorporating them, are manufactured, sold, or used; be of merchantable quality; be free from defects in design (to the extent such design is provided by or attributable to the Seller or its supply chain), materials, and workmanship; and be fit for the specific purpose for which they are intended, including performance within the relevant component, system, subsystem, or vehicle environment. The Seller further warrants that it has full knowledge of the intended application and use of the Goods and Services and that the same shall meet all functional, durability, and safety requirements.

reasonably expected in such application. All Goods shall be manufactured using new and unused materials, and shall not include any surplus, refurbished, reconditioned, or used components unless expressly approved in writing by the Buyer. The Seller also warrants that good and marketable title to the Goods shall pass to the Buyer upon delivery, free and clear of all liens, encumbrances, or third-party claims. The warranties set out in this clause shall constitute the "Seller's Warranties" and shall be in addition to, and not in derogation of, implied warranties under the applicable law, including warranties as to quality and fitness.

(b) Beneficiaries and Warranty Period

The Seller's Warranties shall extend to and be enforceable by the Buyer, its affiliates, successors and assigns, the Customer, and end users of products incorporating the Goods or Services. Such warranties shall apply to future performance and shall remain valid for the warranty period prescribed under applicable law or, where the Buyer is contractually required to provide a longer warranty to its Customer, for such extended period. These warranties shall operate cumulatively with all other rights and remedies available under applicable law.

(c) Indemnity for Breach and Related Losses

The Seller shall indemnify, defend, and hold harmless the Buyer, its affiliates, the Customer, and their respective officers, employees, agents, representatives, successors, and assigns from and against any and all liabilities, claims, demands, losses, damages, costs, and expenses (including direct, indirect, incidental, and consequential losses), arising out of or in connection with: (i) any breach of the Seller's Warranties; or (ii) any act, omission, or negligence of the Seller or its subcontractors or suppliers. Such losses shall include, without limitation, personal injury claims, property damage, product recall or field service actions, warranty campaign costs, line stoppage losses, production disruption, inspection, sorting, rework and replacement costs, administrative expenses, and legal and professional fees. Any limitation of liability or disclaimer contained in the Seller's documents shall not apply to or restrict this indemnity.

(d) Defence of Customer Claims

The Seller acknowledges that the Buyer may, at its discretion, defend or settle claims raised by Customers relating to defects, non-conformity, or breach of warranty concerning the Goods or Services. The Seller agrees that such actions are undertaken in mitigation of loss and shall not prejudice or limit the Buyer's right to recover indemnity or damages from the Seller. The Seller waives any right to contend that such defence or settlement by the Buyer limits the Seller's liability under this Order.

(e) Non-Circumvention / Direct Supply Restriction

During the term of this Order, the Seller shall not, without the prior written consent of the Buyer, directly supply the Goods or Services (or substantially similar goods or services) to the Customer for the same OEM vehicle program for which the Buyer intends to incorporate such Goods or Services.

15. DEFECTIVE OR NON-CONFORMING GOODS OR SERVICES

(a) Remedies for Defects and Non-Conformity

If any Goods or Services fail to conform to the Seller's Warranties or otherwise do not meet the requirements of this Order, the Seller shall, upon notice from the Buyer at any time, promptly and at its own cost repair, replace, or otherwise rectify such Goods or Services in a manner acceptable to the Buyer. Such corrective action shall be undertaken without delay and without prejudice to any other rights or remedies available to the Buyer under this Order or applicable law. The Seller's Warranties shall apply equally to all repaired, replaced, or rectified Goods or Services.

(b) Buyer's Right to Terminate for Non-Conformity

If the Seller fails to repair, replace, or otherwise satisfactorily address any defective or non-conforming Goods or Services within a reasonable time or in a manner acceptable to the Buyer, the Buyer shall have the right, without prejudice to its other rights and remedies, to terminate this Order in respect of the affected Goods or Services and/or terminate the remaining balance of the Order.

(c) Risk and Return of Defective Goods

Upon notification to the Seller, all defective or non-conforming Goods shall be deemed to be held at the Seller's risk. The Buyer may, at its discretion or at the Seller's direction, return such Goods to the Seller, and all risks and costs associated with such return, including transportation, handling, and related charges (both to and from the Buyer's location), shall be borne by the Seller. The Seller shall reimburse such costs promptly upon demand.

(d) Refund or Replacement Obligation

Any payments made by the Buyer for defective or non-conforming Goods or Services shall be promptly refunded by the Seller, unless the Seller, at its own expense and within a reasonable time, replaces or corrects such Goods or Services to the Buyer's satisfaction.

(e) Exclusion of Buyer Liability

The Buyer, its affiliates, and their respective officers, employees, agents, representatives, successors, assigns, and customers shall not be liable for, nor shall they be required to indemnify the Seller or its affiliates or supply chain, against any liabilities, claims, damages, losses, or expenses (including personal injury, property damage, or consequential losses) arising out of or in connection with defective design, materials, or workmanship of the Goods or Services supplied by the Seller.

16. INSPECTION AND QUALITY CONTROL

(a) Buyer's Right of Inspection

The Buyer shall have the right, but not the obligation, to inspect or verify the Goods at any stage, including prior to dispatch, upon delivery, or after payment. The Seller acknowledges that the Buyer may elect not to carry out incoming inspection of the Goods, and such decision shall not prejudice or limit any rights or remedies available to the Buyer under this Order or under applicable law. The Seller expressly waives any right to require the Buyer to conduct inspection as a condition of acceptance.

(b) Inspection During Manufacture and Testing Rights

The Buyer and, where applicable, the Customer, shall have the right to inspect, audit, and test the materials, processes, and workmanship used by the Seller in the performance of this Order, at reasonable times and to the extent practicable, including during the course of manufacture. The Seller shall provide, without additional cost, all reasonable access, facilities, documentation, and assistance required for such inspection or testing. Any inspection, approval, or testing conducted at the Seller's premises shall not constitute final acceptance and shall not preclude the Buyer from rejecting Goods or seeking remedies in respect of defects or non-conformities discovered subsequently. The Seller shall establish and maintain, at its own cost, an adequate and documented quality management, testing, and inspection system, including appropriate reliability and traceability procedures, which shall be acceptable to the Buyer.

(c) Audit of Quality Systems and Compliance Requirements

The Buyer and/or the Customer shall have the right, upon reasonable notice, to review and audit the Seller's quality control systems, testing procedures, inspection protocols, and supporting records and data. The Seller shall comply with all quality requirements, specifications, manuals, and standards issued by the Buyer from time to time, including those communicated directly or made available through designated platforms. Upon request, the Seller shall provide certifications or documentation evidencing compliance with such quality requirements.

(d) No Deemed Acceptance upon Payment

Payment for, or receipt of, the Goods or Services by the Buyer shall not be deemed to constitute acceptance of the same, nor shall it relieve the Seller of its obligations, warranties, or liabilities under this Order or applicable law. Acceptance, if any, shall be subject to verification of conformity with the requirements of this Order.

(e) Compliance with Automotive Quality Standards (PPAP)

The Seller shall comply with all quality assurance systems, standards, and procedures specified by the Buyer and, where directed, by the Customer, including industry-standard Production Part Approval Process (PPAP) requirements. The Seller shall prepare and maintain all documentation and validation records required under such processes and shall submit the same to the Buyer, at the level and frequency specified, unless otherwise agreed in writing.

17. MATERIALS, EQUIPMENT, TOOLS AND FACILITIES

(a) Seller's Property and Buyer's Option to Acquire

Unless otherwise expressly agreed in writing, the Seller shall, at its own cost and expense, procure, maintain, and provide all materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples, hardware, software, and facilities required for the performance of this Order (collectively, the "Seller's Property"). Where any such Seller's Property is specifically developed or customised for the production of the Goods, the Buyer shall have an irrevocable option, exercisable at its discretion, to take possession of and title to such items upon payment of their net book value, after deducting any amounts previously paid by the Buyer towards their cost. This option shall not apply to tools or assets used for standard catalogue products or where such items are used for substantial third-party production by the Seller.

(b) Buyer's Property – Ownership, Bailment and Risk

Notwithstanding anything to the contrary, all materials, parts, components, assemblies, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples, hardware, software, facilities, and special tooling, including any replacements, modifications, or additions thereto, that are: (i) furnished by or on behalf of the Buyer or the Customer; or (ii) specifically paid for, in whole or in part, by the Buyer (including pursuant to this clause), together with all Goods paid for by the Buyer (collectively, the "Buyer's Property"), shall remain the sole and exclusive property of the Buyer. The Seller shall hold the Buyer's Property on a bailment basis, with possession as bailee and ownership remaining with the Buyer, consistent with principles of bailment. The Seller shall bear all risk of loss, damage, or deterioration to the Buyer's Property while in its custody or control, or that of its subcontractors, agents, or suppliers. The Seller shall, at its own cost:

- (i) insure the Buyer's Property for its full replacement value against all risks of loss or damage;
- (ii) clearly identify and mark the Buyer's Property as belonging to the Buyer;
- (iii) use such property solely for the performance of this Order; and
- (iv) maintain accurate accounting and property control records in accordance with sound industrial and audit practices.

The Buyer shall have the right, at any time, to inspect, access, or require the return or removal of the Buyer's Property. Upon completion or termination of this Order, or upon the Buyer's request, the Seller shall, at its own expense, prepare, preserve, and deliver the Buyer's Property to such location as may be specified by the Buyer, in substantially the same condition as received, subject to reasonable wear and tear. The Seller shall promptly inform the Buyer of the location of any Buyer's Property not situated at the Seller's primary facility. To the extent permitted under applicable law, the Seller acknowledges the Buyer's continuing proprietary rights in the Buyer's Property and agrees to take all necessary steps to protect such rights, including execution of documents required to evidence or enforce such ownership. The Buyer does not provide any warranties in respect of the Buyer's Property.

(c) Compliance with Specifications

All materials, supplies, and services used or provided in connection with this Order shall strictly conform to the specifications, drawings, standards, and requirements set out in this Order or otherwise communicated by the Buyer from time to time.

(d) Permitted Use of Buyer's Property

The Seller shall use the Buyer's Property solely for the purpose of performing its obligations under this Order and shall not use, transfer, encumber, or permit the use of such property for any other purpose without the Buyer's prior written consent.

18. INTELLECTUAL PROPERTY

(a) Intellectual Property Indemnity

The Seller shall indemnify, defend, and hold harmless the Buyer, its affiliates, successors and assigns, the Customer, and end users from and against any and all liabilities, claims, demands, losses, damages, costs, and expenses (including legal and professional fees) arising out of or in connection with any actual or alleged infringement of any patent, trademark, copyright, industrial design, or other intellectual property right resulting from the manufacture, sale, or use of the Goods or Services, or products incorporating the same. The Seller expressly waives any claim or defence that such infringement arises from compliance with the Buyer's specifications. Upon receipt of notice of any such claim, the Buyer shall inform the Seller, and the Seller shall, at its own expense, assume conduct of the defence to the extent permitted by law. The Buyer and other indemnified parties shall have the right to participate in such proceedings through counsel of their choice, and the reasonable costs of such participation shall be borne by the Seller.

(b) License to Seller's Intellectual Property

The Seller hereby grants to the Buyer, its affiliates, successors, assigns, and their permitted sublicensees, a non-exclusive, irrevocable, worldwide license to use the Seller's intellectual property to the extent necessary for the manufacture, use, sale, repair, maintenance, import, and supply of the Goods or Services, including through third parties where required for continuity of supply. This license shall include rights in patents, designs, technical information, know-how, manufacturing processes, and all documentation, drawings, manuals, and specifications provided by the Seller. The license shall become effective upon first delivery and shall continue for so long as the Buyer has obligations to its Customer. Unless otherwise agreed, any royalty payable in respect of such license shall be deemed included in the price of the Goods or Services for an initial period (typically aligned with early production cycles), after which the license shall be treated as fully paid-up and royalty-free. In circumstances where the Buyer is required to source from alternate suppliers during such initial period, the parties shall agree, in good faith, on a reasonable royalty, subject to commercially reasonable limits. Notwithstanding the foregoing, the license shall be deemed fully paid-up and royalty-free in the event of termination of this Order due to Seller default or failure to meet supply, quality, or delivery requirements.

(c) Intellectual Property Created Under the Order

To the extent that any intellectual property, including inventions, discoveries, improvements, designs, processes, software, or technical information, is conceived, developed, or created by or on behalf of the Seller in the course of performing this Order, such intellectual property shall vest exclusively in the Buyer. The Seller hereby irrevocably assigns to the Buyer all rights, title, and interest in such intellectual property and shall promptly disclose all such developments and execute all documents necessary to perfect the Buyer's ownership, including filing and prosecution of intellectual property rights globally. To the extent any copyrightable work (including software) is created, it shall be deemed a "work made for hire" to the extent permissible under applicable law, including the Copyright Act, 1957, and where not so deemed, all rights (including moral rights, to the extent waivable) shall stand assigned to the Buyer.

(d) Non-Use and Non-Circumvention of Buyer's Intellectual Property

The Seller shall not, without prior written consent of the Buyer, manufacture, supply, or offer to supply any goods or services based on, derived from, or incorporating the Buyer's intellectual property, drawings, specifications, or confidential information, whether for its own use, for the Customer, or for any third party. This restriction shall not apply to standard or off-the-shelf products independently developed by the Seller prior to, and outside the scope of, this Order.

(e) Software and Licensing Compliance

Where the Goods or Services include embedded software, firmware, or licensed technology, the Seller shall ensure full compliance with all applicable license terms, including third-party software licenses, and shall ensure that the Buyer receives all necessary rights to use, operate, maintain, and transfer such software in connection with the Goods or Services. The Seller shall indemnify the Buyer against any claims arising from breach of such licensing obligations.

19. CONFIDENTIALITY AND NON-DISCLOSURE

(a) Obligation of Confidentiality and Restricted Use

The Seller shall treat all Information as strictly confidential and shall not, without the prior written consent of the Buyer, disclose such Information to any third party or use it for any purpose other than the performance of its obligations under this Order. The Seller shall implement reasonable safeguards, consistent with industry standards, to protect the confidentiality and integrity of such Information. All rights, title, and interest in the Information shall remain vested exclusively in the Buyer. The Seller shall not acquire or attempt to acquire any intellectual property rights, licenses, or other proprietary interests in such Information. The Seller shall not copy, reproduce, reverse engineer, or otherwise exploit the Information, in whole or in part, for the benefit of itself or any third party, including in connection with goods or services supplied to others.

(b) Definition of Information

For the purposes of this Order, "Information" shall mean all technical, commercial, and proprietary information provided by or on behalf of the Buyer, whether in written, electronic, oral, or any other form. This includes, without limitation, drawings, designs, specifications, engineering data, instructions, photographs, samples, parts lists, plans, reports, working papers, calculations, and all documentation or materials relating to the Goods or Services, as well as the terms and conditions of this Order and any related communications.

(c) Non-Disclosure of Business Relationship

The Seller shall not, without the prior written consent of the Buyer, make any public announcement, advertisement, or disclosure regarding the existence of this Order or the fact that the Buyer has engaged the Seller for supply of Goods or Services.

20. DISCLOSURE TO BUYER

(a) Non-Confidentiality of Seller Disclosures

Unless expressly agreed otherwise in writing in this Order or under a separate written confidentiality agreement executed between the parties, any commercial, financial, technical, or other information disclosed or provided by the Seller to the Buyer, whether before or after the issuance of this Order and irrespective of the form or manner of disclosure, shall not be deemed confidential or proprietary. The Seller agrees that it shall not assert any restriction or claim against the Buyer or the Customer in respect of the use, disclosure, reproduction, or communication of such information, and the Buyer and the Customer shall be free to use or disclose such information for any purpose, including in connection with procurement, manufacturing, or supply activities.

(b) Waiver of Rights in Absence of Agreement

In the absence of an express written agreement providing for confidentiality obligations, the Seller hereby waives any rights, claims, or remedies against the Buyer or the Customer arising out of or in connection with the use or disclosure of such information.

21. COMPLIANCE WITH CODE OF CONDUCT AND LAWS

(a) General Legal and Ethical Compliance

The Seller shall perform its obligations under this Order in full compliance with all applicable laws, regulations, and standards, including those relating to anti-corruption, export controls, trade compliance, environmental protection, labour, and occupational health and safety. This includes, without limitation, compliance with applicable Indian laws such as the Prevention of Corruption Act, 1988, the Foreign Trade (Development and Regulation) Act, 1992, and other applicable statutory and regulatory requirements. Where specified by the Buyer, the Seller shall also comply with the Buyer's Code of Conduct and Ethics and related policies. The Seller shall provide certificates or confirmations of compliance upon request. Each invoice submitted by the Seller shall constitute a representation that the Seller has complied with all applicable laws in connection with the Goods and Services supplied. The Seller shall, at its own cost, cooperate with and participate in any audit, investigation, inquiry, certification, or compliance verification process reasonably required by the Buyer or its designated third parties.

(b) Hazardous Materials and Regulatory Compliance

The Seller shall ensure that all Goods, including any hazardous or regulated materials, are packaged, labeled, handled, and transported in compliance with all applicable laws and safety standards in the jurisdiction of manufacture, transit, and delivery. Upon request, the Seller shall provide full and accurate information regarding the composition, ingredients, and material safety aspects of the Goods.

(c) Labour, Human Rights and Workplace Standards

The Seller represents and warrants that it and its supply chain shall adhere to all applicable labour and employment laws and internationally recognized standards, including: prohibition of child labour and forced or compulsory labour; provision of safe and healthy working conditions; compliance with wage, benefit, and working hour requirements; and protection against discrimination, harassment, and unfair labour practices. Workers shall have the right to freedom of association in accordance with applicable laws. These obligations shall be interpreted in line with applicable Indian labour laws, including the Factories Act, 1948 and other relevant enactments.

(d) Supply Chain Transparency and Regulatory Disclosures

Upon request, the Seller shall provide certifications and documentation relating to the origin of materials, components, or inputs used in the Goods, and shall furnish all information necessary for the Buyer to comply with applicable laws relating to consumer protection, supply chain transparency, and restricted or regulated materials (including conflict minerals or similar regulatory regimes, where applicable).

(e) Indemnity for Non-Compliance

The Seller shall indemnify, defend, and hold harmless the Buyer, its affiliates, successors, assigns, employees, agents, and customers from and against any and all liabilities, claims, losses, damages, costs, and expenses (including legal and professional fees) arising out of or in connection with any failure by the Seller or its supply chain to comply with the obligations set out in this clause or applicable laws.

(f) Anti-Corruption Transparency and Government Interaction Reporting

Where requested by the Buyer, the Seller shall maintain and provide records of interactions between its personnel (including employees, agents, or representatives) and any Government Official in relation to the Buyer's business. Such records shall include details of participants, subject matter, and any payments, benefits, or offers made or proposed. The Seller shall also provide, upon request, detailed expense records (with supporting documentation) relating to such interactions or activities connected with the performance of this Order. For the purposes of this clause, "Government Official" shall include any officer or employee of a government body, public authority, or public international organisation, or any person acting in an official capacity on behalf thereof.

22. SELLER'S ENTRY UPON BUYER'S OR CUSTOMER'S PREMISES

(a) Entry and Conduct on Premises

Where the Seller or any of its representatives, employees, agents, subcontractors, or suppliers (collectively, the "Seller Parties") enter upon premises owned, leased, or controlled by the Buyer or its affiliates (the "Buyer's Premises") or upon the premises of the Customer, in connection with performance of this Order, the Seller shall ensure that all such Seller Parties comply with all applicable safety, security, operational, and conduct requirements notified by the Buyer or the Customer from time to time.

(b) Indemnity for Injury, Damage and Loss

The Seller shall indemnify, defend, and hold harmless the Buyer, its affiliates, the Customer, and their respective officers, employees, agents, representatives, invitees, successors, and assigns from and against any and all liabilities, claims, demands, losses, damages, costs, and expenses (including legal and professional fees) arising out of or in connection with any property damage, bodily injury, or death caused by or attributable to the acts, omissions, or negligence of the Seller Parties while on the Buyer's Premises or the Customer's premises, or otherwise in the course of performance of this Order.

(c) Compliance with Labour and Workplace Laws

The Seller shall ensure that all Seller Parties entering such premises are duly covered under applicable labour and employment laws, including workers' compensation, employee insurance, and workplace safety requirements as may be applicable in the relevant jurisdiction. Without limitation, the Seller shall comply with applicable Indian laws including the Employees' Compensation Act, 1923 and other relevant occupational safety and labour laws, and shall be solely responsible for any claims, liabilities, or obligations arising thereunder.

23. INSURANCE

(a) Insurance Coverage Requirements

The Seller shall, at its own cost, procure and maintain throughout the term of this Order adequate insurance coverage with reputable insurers duly authorised to operate in the relevant jurisdiction. Such coverage shall include: (i) property and comprehensive general liability insurance, including coverage for public liability, product liability, property damage, contractual liability, and, where applicable, professional liability in relation to the Services; and (ii) workers' compensation and employer's liability insurance covering all personnel engaged in the performance of this Order. Each policy shall be structured to provide primary coverage and shall not be contributory to any insurance maintained by the Buyer. The policies shall include a waiver of subrogation in favour of the Buyer to the extent permissible under applicable law.

(b) Minimum Limits and Nature of Coverage

Unless otherwise expressly agreed in writing, the Seller's liability insurance policies shall provide coverage with limits not less than the equivalent of USD 5,000,000 (or its equivalent in INR) per occurrence and in the aggregate. Such limits shall not be construed as limiting or capping the Seller's liability under this Order. Property insurance shall be maintained on a replacement cost basis, and workers' compensation insurance shall comply with all applicable statutory requirements, including those under the Employees' Compensation Act, 1923 and other relevant labour laws.

(c) Evidence of Insurance and Policy Conditions

The Seller shall, within ten (10) days of request by the Buyer, furnish certificates of insurance or other satisfactory evidence confirming the required coverages. Such documentation shall demonstrate that: (i) the Buyer is named as an additional insured and/or loss payee, as applicable; and (ii) the insurance policies shall not be cancelled, materially altered, or allowed to lapse without at least thirty (30) days' prior written notice to the Buyer. The Buyer shall have the right, but not the obligation, to arrange or maintain such insurance coverage if the Seller fails to do so, and to recover the cost thereof from the Seller. The provision, review, or acceptance of insurance certificates by the Buyer shall not relieve the Seller of its obligations or liabilities under this Order, nor shall it be deemed a waiver or limitation of the Seller's responsibility to maintain adequate insurance coverage.

24. TERMINATION FOR CONVENIENCE UPON NOTICE

(a) Buyer's Right to Terminate for Convenience

In addition to any other rights available under this Order or applicable law, the Buyer shall have the right, at its sole discretion, to terminate this Order, in whole or in part, for convenience or for any reason whatsoever, upon providing not less than thirty (30) days' prior written notice to the Seller, or such shorter period as may be required by the Customer. Such notice may be issued through electronic means, including email or other electronic communication, and shall specify the extent and effective date of termination. The Seller shall not have any right to terminate this Order for convenience except as expressly provided herein. This right of termination shall be exercisable notwithstanding the existence of any excusable delay or other circumstances affecting the Seller.

(b) Obligations upon Termination

Upon receipt of a termination notice, the Seller shall immediately, or as directed by the Buyer: cease all work under this Order and any related orders to the extent specified; and take all necessary steps to protect, preserve, and safeguard any property in its possession

or control in which the Buyer has or may acquire an interest, including the Buyer's Property. The Seller shall submit any termination-related claims, together with supporting documentation, within twenty-one (21) days from the effective date of termination, unless otherwise agreed in writing by the Buyer. The Buyer shall have the right to audit and verify all such claims, including access to relevant books, records, and supporting materials.

(c) Compensation upon Termination

Subject to verification and without duplication, the Buyer shall pay the Seller: (i) the contract price for Goods delivered and Services performed and accepted prior to the effective date of termination; (ii) the contract price for conforming Goods manufactured or Services performed in accordance with authorized releases but not yet paid for; and (iii) reasonable and properly allocable costs of work-in-progress and raw materials incurred in accordance with this Order, to the extent such costs are consistent with generally accepted accounting principles and relate to the terminated portion of the Order. The Buyer shall not be liable for: (x) Goods, work-in-progress, or materials procured or manufactured in excess of authorized quantities or releases, or which are defective, damaged, or not usable; (y) standard stock or items readily marketable by the Seller; or (z) materials or components capable of being returned to suppliers or otherwise mitigated. In no event shall the Buyer's total liability exceed the value of outstanding authorized releases at the time of termination. The Buyer shall not be liable for loss of anticipated profits, loss of business, unabsorbed overheads, financing costs, development or engineering costs, or any indirect or consequential damages. Where termination arises due to the Buyer ceasing to supply to its Customer for the relevant program, the Buyer's obligation to compensate the Seller under this clause shall be limited to, and contingent upon, the extent to which the Buyer receives corresponding reimbursement from such Customer.

(d) Disposition of Inventory and Materials

Subject to the Buyer's prior written consent, the Seller may retain or sell any Goods, work-in-progress, or raw materials for which costs are reimbursable under this clause, at mutually agreed prices. The Seller shall credit or remit the proceeds of such sale to the Buyer as directed, with appropriate adjustments for any cost savings. Alternatively, the Seller shall, upon direction by the Buyer, transfer title to and deliver such Goods, work-in-progress, or materials to the Buyer or its nominee, at the Seller's expense.

25. TERMINATION UPON SELLER'S DEFAULT OR CHANGE OF CONTROL

(a) Termination for Default

The Buyer shall have the right to terminate this Order, in whole or in part, for default in the event that the Seller: (i) breaches any term or condition of this Order; (ii) fails to perform its obligations in accordance with the requirements, specifications, or timelines set out herein; or (iii) fails to make sufficient progress so as to endanger timely delivery of the Goods or completion of the Services. In such cases, the Buyer shall provide written notice specifying the nature of the breach or failure, and the Seller shall have a period of ten (10) days, or such shorter period as may be commercially reasonable in the circumstances, to cure the same. If the Seller fails to cure within such period, the Buyer may terminate the Order, in whole or in part, without prejudice to any other rights or remedies available under this Order or applicable law. The Seller shall be liable for all losses, damages, costs, and expenses arising out of or resulting from such default.

(b) Termination for Compliance Breach

The Buyer may terminate this Order immediately, in whole or in part, without any cure period, if the Buyer determines, acting reasonably, that the Seller has failed to comply with its obligations relating to ethical conduct, legal compliance, or applicable codes of conduct as required under this Order. In such event, the Seller shall be liable for all resulting losses, damages, and costs incurred by the Buyer.

(c) Termination upon Change of Control

The Buyer shall have the right to terminate this Order, in whole or in part, in the event of a change of control of the Seller. For the purposes of this clause, "change of control" shall include: (i) any sale, lease, transfer, or disposal of a substantial portion of the Seller's assets used in performance of this Order; (ii) any transfer or issuance of shares or interests resulting in a change in management or controlling ownership of the Seller or its controlling entity; or (iii) any arrangement or agreement resulting in a change in control or decision-making authority over the Seller. The Seller shall notify the Buyer in writing within ten (10) days of the occurrence of any such change, providing reasonable details thereof. The Buyer may exercise its right to terminate by written notice within sixty (60) days from receipt of such notification.

(d) Effect of Termination for Default or Change of Control

Any termination under this clause shall be without liability to the Buyer, except for payment for Goods delivered or Services performed in accordance with this Order and duly accepted by the Buyer prior to the effective date of termination. All other rights and remedies of the Buyer shall survive such termination.

26. TERMINATION UPON INSOLVENCY, BANKRUPTCY, ETC.

(a) Termination upon Insolvency Event

Either party shall have the right to terminate this Order, in whole or in part, without liability to the other party (except as provided herein), upon the occurrence of any insolvency-related event affecting the other party, including: (i) admission of insolvency, initiation of bankruptcy, liquidation, reorganisation, or winding-up proceedings (whether voluntary or involuntary); (ii) assignment for the benefit of creditors or cessation of business operations in the ordinary course; or (iii) appointment of a receiver, resolution professional, administrator, or similar authority over all or any substantial part of the assets or business of the other party (collectively, an "Insolvency Event"). Such termination shall be effected by written notice and shall be without prejudice to any other rights or remedies available under this Order or applicable law. The party affected by such termination shall remain liable for all losses, damages, costs, and expenses incurred by the terminating party arising out of or in connection with such Insolvency Event. Notwithstanding such termination, all rights of the Buyer in respect of the Buyer's Property shall continue in full force and effect, including rights of possession, recovery, and control.

(b) Continuation with Adjustments upon Seller Insolvency

Without prejudice to its right of termination, if the Buyer elects not to terminate this Order upon the occurrence of an Insolvency Event affecting the Seller, the Buyer shall have the right to make such equitable and reasonable adjustments to the commercial and operational terms of this Order as it deems necessary to protect its interests and ensure continuity of supply. Such adjustments may include modifications to pricing, payment terms, delivery schedules, security arrangements, or performance obligations, including enhanced oversight of quality, warranty, and defect-related obligations. The Seller shall continue to perform its obligations under the Order in accordance with such revised terms.

27. TRANSITION OF SUPPLY

(a) Seller's Transition Obligations

In the event of termination or non-renewal of this Order, or where the Buyer elects to source the Goods and/or Services from alternate supplier(s), the Seller shall fully cooperate with the Buyer to ensure an orderly and uninterrupted transition of supply. Without limitation, the Seller shall: continue to manufacture and supply the Goods and/or Services, in accordance with the quantities, prices, and other terms set out in this Order, for such period

as may be reasonably required by the Buyer to complete the transition, without imposing any premium, surcharge, or additional conditions; provide, at no additional cost, all information, documentation, and assistance reasonably requested by the Buyer, including details of manufacturing processes, bill of materials, specifications, tooling, process parameters, and samples, and permit reasonable access to facilities for inspection and validation; and, subject to reasonable capacity constraints, provide additional support as may be requested by the Buyer, including overtime production, inventory build-up and management, specialised packaging, expedited logistics, and other transition-related services (collectively, "Transition Support"). The Seller shall ensure that its actions or omissions do not result in any disruption, delay, or reduction in the Buyer's ability to procure the Goods or Services during the transition period.

(b) Cost of Transition Support

Where the transition of supply arises for reasons other than termination for default or insolvency of the Seller, the Buyer shall, upon completion of the transition period, reimburse the Seller for the reasonable and actual costs incurred in providing Transition Support, provided that: (i) such costs have been approved in advance by the Buyer based on a detailed estimate submitted by the Seller; and (ii) such costs are properly documented and attributable solely to the Transition Support requested by the Buyer. No reimbursement shall be payable for costs incurred without prior approval or for inefficiencies, excess capacity utilisation, or costs that could reasonably have been mitigated by the Seller.

28. SERVICE AND REPLACEMENT PARTS

(a) Long-Term Supply Obligation

Unless otherwise expressly agreed in writing, the Seller shall, for a period of fifteen (15) years from the end of production of the relevant vehicle model or specific part, continue to supply service and replacement parts ("Service Parts") to the Buyer in accordance with the Buyer's written orders. Such Service Parts shall be supplied at the prices specified in this Order, subject only to adjustments for actual and demonstrable cost differences attributable to special packaging requirements. Where the Goods comprise systems or modules, the Seller shall make available individual components or parts, provided that the aggregate price of such components shall not exceed the system or module price specified in this Order, adjusted for assembly cost savings and any applicable packaging differentials. The Seller's obligations under this clause shall survive the expiration or termination of this Order and shall be enforceable in accordance with principles of continuing obligations.

(b) Service Support and Documentation

The Seller shall, upon request by the Buyer, provide all necessary service documentation, manuals, technical data, and related materials required to support the Buyer's service and aftermarket activities, including for distribution, maintenance, and repair of the Goods. Such materials shall be provided without additional charge and in a form reasonably required by the Buyer to facilitate continued service support.

29. RIGHT TO AUDIT AND FINANCIAL REVIEW

(a) Audit Rights and Access to Records

The Seller shall grant the Buyer, and its authorised representatives or agents, access to all relevant information, records, and documentation necessary to verify the Seller's compliance with this Order and the accuracy of charges invoiced hereunder. Such information shall include, without limitation, books of account, cost records, payroll data, invoices, receipts, correspondence, and supporting documentation. This right of audit shall be exercisable during the term of this Order and for a period of five (5) years thereafter, or such longer period as may be required under applicable law, including the Companies Act, 2013 and applicable tax laws. The Seller shall retain and preserve all relevant records for

such period. The Seller shall ensure that all work, materials, inventories, and items relating to this Order, including parts, tooling, fixtures, gauges, and models, are accessible for inspection at reasonable times. The Seller shall maintain proper segregation of records and provide full cooperation to facilitate efficient and effective audit.

(b) Consequences of Audit Findings

In the event any audit reveals discrepancies in pricing, overcharges, or non-compliance with the terms of this Order, the Seller shall promptly reimburse the Buyer for all such amounts, together with interest calculated at the rate of twelve percent (12%) per annum or the maximum rate permitted under applicable law, whichever is lower. The Seller shall also bear the reasonable costs and expenses incurred by the Buyer in conducting such audit where material discrepancies or non-compliance are identified.

(c) Financial Review of Seller

The Buyer, or a third party designated by the Buyer, shall have the right, at reasonable intervals, to review the financial condition and operational capability of the Seller and its affiliates, for the purpose of assessing the Seller's ability to perform its obligations under this Order. The Seller shall cooperate fully with such review, including making available relevant financial information and personnel for discussions during normal business hours. The Buyer and any designated third party shall treat all non-public information obtained during such review as confidential and shall use such information solely for the purpose of such review or for enforcing rights under this Order, in accordance with applicable confidentiality principles

30. BUYER'S WEBSITE

(a) Incorporation of Website-Based Requirements

The Buyer's official website, or any linked platform designated by the Buyer (collectively, the "Buyer's Website"), may contain additional specifications, standards, procedures, and operational requirements applicable to the Goods and Services under this Order, including those relating to labeling, packaging, logistics, delivery, and quality control. All such requirements, as updated from time to time, shall be deemed incorporated into and form an integral part of this Order. The Buyer may revise or update such requirements by publishing them on the Buyer's Website, and such updates shall become applicable upon publication. In the event of any inconsistency between the provisions of this Order and the requirements set out on the Buyer's Website, the terms of this Order shall prevail, unless the Buyer's Website expressly states that such specific requirement shall override the Order.

(b) Modification of Terms via Website

The Buyer may revise these purchase order terms and conditions from time to time by publishing updated versions on the Buyer's Website. Such revised terms shall apply to all purchase orders and revisions issued on or after the effective date of such update. The Seller shall be responsible for periodically reviewing the Buyer's Website to remain informed of any such updates. Continued performance of this Order or acceptance of subsequent orders following such publication shall constitute acceptance of the revised terms.

31. SUBCONTRACTS

The Seller shall ensure that all agreements entered into with its sub-suppliers, subcontractors, or other members of its supply chain contain terms that are consistent with, and no less stringent than, the obligations imposed on the Seller under this Order. In particular, the Seller shall ensure that such agreements effectively flow down all relevant rights and protections of the Buyer and the Customer, including, without limitation, requirements relating to quality, delivery, compliance, inspection, audit, intellectual property, confidentiality, and customer-specific obligations. The

Seller shall remain fully responsible and liable for the acts, omissions, and performance of its subcontractors and sub-suppliers, and no subcontracting shall relieve the Seller of its obligations under this Order.

32. ASSIGNMENT

(a) Restriction on Assignment by Seller

The Seller shall not assign, transfer, novate, or otherwise dispose of this Order, in whole or in part, or any of its rights, obligations, or interests hereunder, including performance of work, without the prior written consent of the Buyer. Notwithstanding the foregoing, the Seller may, with the Buyer's prior written consent, assign receivables or amounts due or to become due under this Order to a bank or financial institution for financing purposes. Any such assignment shall be subject to the Buyer's rights of set-off, deduction, recoupment, or other lawful adjustments in respect of any present or future claims against the Seller. The Seller shall ensure that such assignment is made to a single assignee only. In the event of such assignment, the Seller shall provide written notice to the Buyer along with a true copy of the assignment instrument. Receipt of such notice or document by the Buyer shall not be deemed to constitute consent to, or waiver of, any rights under this clause or otherwise modify the terms of this Order.

(b) Assignment by Buyer

The Buyer shall have the right to assign, transfer, or novate this Order, in whole or in part, without the consent of the Seller, to any of its affiliates or to any entity acquiring or succeeding to the Buyer's business or the relevant business segment.

33. RIGHT OF BUYER TO PERFORM

(a) Step-In and Performance Rights

In the event the Seller fails to perform, or is unable to perform, any of its obligations under this Order, the Buyer and its authorised agents shall have the right, but not the obligation, to undertake or procure the performance of such obligations on behalf of the Seller, without prejudice to any other rights or remedies available to the Buyer under this Order or applicable law. The exercise of such step-in rights by the Buyer shall not relieve or discharge the Seller from its obligations under this Order, and the Seller shall remain fully liable for proper performance.

(b) Access to Premises and Removal of Materials

To the extent necessary for exercising the rights set out above, the Buyer and its authorised representatives shall be entitled, upon reasonable notice, to enter the Seller's premises and access relevant facilities, materials, and equipment, including Tooling, for the purpose of performing or facilitating the performance of the Seller's obligations. Where required, the Buyer shall also have the right to remove such Tooling and materials necessary to complete performance, subject to compliance with applicable law and safety requirements.

(c) Recovery of Costs

All costs, expenses, and damages incurred by the Buyer, whether directly or indirectly, in connection with the exercise of its rights under this clause, including legal fees, professional costs, administrative expenses, and costs of labour and materials, shall be recoverable from the Seller on demand. Without prejudice to the foregoing, the Buyer may, at its sole discretion, set off or deduct such amounts from any sums due or payable by the Buyer to the Seller under this Order or otherwise.

34. REMEDIES

(a) Cumulative Remedies

The rights and remedies available to the Buyer under this Order shall be cumulative and not exclusive of any other rights or remedies available at law, in equity, or otherwise. Such remedies may be exercised individually or concurrently, in any sequence or combination, without prejudice to one another, and shall be in addition to all other rights and remedies available under applicable law.

(b) Equitable Relief

The Seller acknowledges that any failure to deliver the Goods or perform the Services in accordance with the specified delivery schedules and requirements may cause irreparable harm to the Buyer, for which monetary damages alone may not be an adequate remedy. Accordingly, the Buyer shall be entitled to seek equitable relief, including specific performance, injunction, or other appropriate remedies, in addition to any other rights or remedies available under this Order or applicable law.

(c) Limitation Period for Seller Claims

Any claim, proceeding, or action initiated by the Seller against the Buyer arising out of or in connection with this Order, whether in contract, tort, or otherwise, shall be commenced within a period of one (1) year from the date on which the cause of action arises, irrespective of the Seller's knowledge of such cause of action or its consequences.

35. WAIVER

(a) No Implied Waiver

The failure or delay of either party at any time to require performance by the other party of any provision of this Order, or to exercise any right, power, or remedy available under this Order or applicable law, shall not be construed as a waiver of such provision, right, power, or remedy, nor shall it affect the validity of this Order or any part thereof.

(b) Limited Effect of Waiver

Any waiver by either party of a breach or default by the other party shall be effective only to the extent expressly provided in writing and shall not be deemed to constitute a waiver of any subsequent or continuing breach or default, whether of the same or a similar nature or otherwise.

(c) Preservation of Rights

All rights, remedies, and entitlements of the parties under this Order shall continue to be available notwithstanding any prior waiver, omission, or delay.

36. MODIFICATIONS

(a) Requirement of Written Amendment

No amendment, modification, variation, or supplement to this Order, including any waiver of or addition to any of the Terms, shall be valid or binding upon the Buyer unless such amendment is made in writing and duly executed by an authorised representative of the Buyer.

(b) Exclusion of Informal Modifications

Any purported modification arising from correspondence, course of dealing, performance, trade practice, or any other informal means shall not be binding on the Buyer unless it complies with the requirements set out in this clause.

37. TORT OBLIGATIONS

(a) Preservation of Buyer's Rights in Tort

The rights and remedies of the Buyer, and the obligations of the Seller, under this Order shall not limit, exclude, or otherwise affect any rights of the Buyer to pursue claims in tort, including for negligence or other civil wrongs, whether in addition to, or as an alternative to, claims arising in contract.

(b) Waiver by Seller

To the fullest extent permissible under applicable law, the Seller hereby agrees that it shall not initiate or maintain any claim in tort against the Buyer in respect of any matter that is expressly governed, in whole or in part, by the terms and conditions of this Order.

38. RELATIONSHIP OF THE PARTIES

(a) Independent Contractors

The Buyer and the Seller are independent contracting parties, and nothing contained in this Order shall be deemed to create any partnership, joint venture, agency, employment, or fiduciary relationship between them. Neither party shall have the authority to act for, represent, or bind the other in any manner whatsoever.

(b) No Authority to Bind

Neither the Buyer nor the Seller shall have any authority to assume or create any obligation, representation, or liability, whether express or implied, on behalf of the other party, except as may be expressly authorised in writing.

(c) No Employment Relationship

All personnel engaged by the Seller in connection with the performance of its obligations under this Order shall remain employees, agents, or contractors of the Seller, and shall not, for any purpose, be deemed to be employees, agents, or representatives of the Buyer.

39. SEVERABILITY

(a) Validity of Remaining Provisions

If any provision of this Order is held to be invalid, illegal, or unenforceable under any applicable statute, regulation, ordinance, executive order, or rule of law, such provision shall, to the extent of such invalidity or unenforceability, be deemed severed from this Order, and the remaining provisions shall continue in full force and effect.

(b) Modification to Preserve Intent

To the extent permissible under applicable law, any such invalid or unenforceable provision shall be deemed to be modified or reformed so as to most closely reflect the original intent of the parties while ensuring compliance with applicable law.

(c) Extent of Severance

Any severance or modification under this clause shall apply only to the extent necessary to render the provision valid and enforceable, without affecting the validity or enforceability of the remaining provisions of this Order.

40. NOTICES

(a) Mode and Deemed Receipt of Notices

Except as otherwise expressly provided in this Order, all notices, requests, claims, demands, or other communications under this Order shall be made in writing and shall be duly delivered to the relevant party at the address specified in this Order or as otherwise notified. Such communications may be delivered by hand, prepaid courier, registered post, e-mail (with delivery/read receipt confirmation), or facsimile (with transmission confirmation). Notices shall be deemed received: (i) at the time of delivery, if delivered by hand; (ii) on the next business day following dispatch, if sent by courier, e-mail, or facsimile; and (iii) on the third business day following dispatch, if sent by registered post. Either party may change its address for service of notices by giving prior written notice to the other party in accordance with this clause.

(b) Consequences of Failure to Notify

The Seller's failure to provide any notice, claim, or communication in the manner and within the time periods prescribed under this Order shall constitute a waiver of the Seller's corresponding rights and remedies, to the extent such notice is a condition precedent to the exercise of such rights.

41. SURVIVAL

All obligations, representations, warranties, indemnities, and liabilities of the Seller under this Order shall survive the expiration or termination of this Order, to the extent necessary to give effect to their nature and intent, except where expressly stated otherwise in this Order. Such surviving obligations shall remain valid and enforceable notwithstanding the completion, cancellation, or termination of this Order

42. GOVERNING LAW AND JURISDICTION

(a) Governing Law and Exclusion of CISG

This Order shall be governed by, and construed in accordance with, the laws of India, without regard to its conflict of laws principles. The parties agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

(b) Jurisdiction and Venue

Subject to applicable law, the courts at the place where the Buyer's registered office (or the issuing office under this Order) is located shall have exclusive jurisdiction over all disputes arising out of or in connection with this Order. The Buyer shall, however, have the right, at its sole discretion, to initiate proceedings against the Seller in any court or tribunal having jurisdiction over the Seller or its assets. The Seller agrees to submit to such jurisdiction and waives any objection based on forum non conveniens or any similar doctrine. Any proceedings initiated by the Seller against the Buyer shall be brought only before the courts having jurisdiction over the location of the Buyer's registered office or issuing office under this Order.

43. CYBER-SECURITY AND INFORMATION PROTECTION

(a) Compliance with Customer Cyber Requirements

The Seller shall comply with all applicable cyber-security and information protection requirements forming part of the Customer Terms, including those referred to in Clause 3(a), and shall ensure that its systems, processes, and personnel adhere to such requirements at all times.

(b) Cyber Incidents Not Excusable Delay

For the purposes of this Order, any cyber-security event, incident, or disruption affecting information systems (a "Cyber Incident") shall not constitute an excusable delay under Clause 6, and shall not relieve the Seller of its obligations under this Order.

(c) Incident Notification and Reporting

In the event of any Cyber Incident that results in, or is likely to result in, a breach of this Order, including any delay in supply or compromise of Information (as defined in Clause 19), the Seller shall notify the Buyer immediately by telephone and in any event within twenty-four (24) hours of becoming aware of such incident. The Seller shall: provide an initial summary of the incident; take immediate remedial actions to mitigate its effects; furnish further details upon request; and submit a detailed written report within two (2) weeks of completing its investigation. Such report shall include the nature and cause of the incident, mitigation measures taken, preventive steps for future incidents, timeline, suspected perpetrators (if known), affected Information, and any financial or operational impact on the Buyer.

(d) Investigation, Cooperation and Remediation

The Seller shall, at its own cost, promptly investigate any Cyber Incident and fully cooperate with the Buyer, including providing access to relevant systems, records, and personnel. The Seller shall implement all necessary corrective and preventive actions to address the incident and prevent recurrence within two (2) months of completing its investigation. The Seller shall designate and maintain a primary cyber-security contact available to the Buyer on a 24x7 basis.

(e) Payment Protection in Case of Cyber Incident

Where the Buyer suffers any loss in connection with payments due to a Cyber Incident attributable to the Seller, payment obligations of the Buyer shall be suspended and shall become payable only after completion of all related investigations and subject to the Seller's indemnity obligations and the Buyer's rights of set-off under this Order.

(f) Security Measures and Protection of Information

The Seller shall, at its own cost, implement and maintain appropriate technical and organisational security measures to protect all Information, including encryption of Information stored on portable devices or removable media. The Seller shall ensure protection against unauthorised access, loss, theft, alteration, or disclosure of Information, and shall promptly notify the Buyer of any such incidents, including password compromise or unauthorised access. The Seller shall also implement physical security measures at its premises consistent with industry standards and sufficient to safeguard Information against accidental or unlawful access or misuse.

(g) System Integrity and Malware Protection

The Seller shall ensure that its information systems are free from viruses, malware, Trojan horses, worms, time bombs, backdoors, or any other harmful code that may compromise the integrity, confidentiality, or availability of systems or Information. The Seller shall implement appropriate safeguards and monitoring systems to detect and prevent such threats.

(h) Cyber-Security Testing and Defence Measures

The Seller shall take all reasonable steps to secure its systems, infrastructure, and premises against unauthorised access or cyber-attacks, including periodic testing, vulnerability assessments, and implementation of industry-standard security practices.

(i) Indemnity for Cyber Incidents

The Seller shall indemnify and hold harmless the Buyer, the Customer, and their respective affiliates, representatives, and personnel from and against all losses, damages, claims, costs, and expenses arising out of or in connection with any Cyber Incident attributable to the Seller, its subcontractors, or suppliers, including consequential losses, business interruption, legal costs, and remediation expenses. No limitation of liability in any Seller document shall restrict or reduce this indemnity.

(j) Audit and Risk Assessment Rights

In addition to audit rights under Clause 29, the Buyer shall have the right, either directly or through a qualified third party, to conduct periodic audits, reviews, and risk assessments of the Seller's cyber-security practices, systems, and facilities, including any location where Information is processed or stored. Such audits may be conducted once per calendar year during normal business hours, with reasonable notice, and shall not unreasonably interfere with the Seller's operations. The scope of such audits may include inspection of infrastructure, systems, processes, personnel, and controls necessary to verify compliance with this clause.

44. ANTITRUST AND COMPETITION LAWS

(a) Compliance with Competition Laws

The Seller shall conduct its business in a manner that promotes fair and open competition and shall comply with all applicable competition and antitrust laws, rules, and regulations in all jurisdictions in which it operates, including, where applicable, the Competition Act, 2002.

(b) Prohibited Anti-Competitive Conduct

The Seller shall not engage, directly or indirectly, in any arrangement, agreement, understanding, or practice that has the purpose or effect of preventing, restricting, or distorting competition. Without limitation, the Seller shall not: (i) enter into any agreement or understanding with competitors to fix prices, discounts, or terms of sale; (ii) limit or control production, supply, markets, technical development, or investment; (iii) allocate markets, territories, customers, or sources of supply; (iv) engage in bid-rigging, collusive tendering, or coordinated bidding practices; (v) participate in group boycotts of customers or suppliers; (vi) fix or coordinate employee compensation or hiring practices; or (vii) exchange commercially sensitive information with competitors where such exchange is prohibited under applicable law.

(c) Information Exchange Restrictions

The Seller shall ensure that no confidential, proprietary, or competitively sensitive information is exchanged with competitors in violation of applicable competition laws, including any information relating to pricing, costs, production capacity, business strategy, or customers, where such exchange may adversely affect competition.

45. ANTI-CORRUPTION AND ANTI-BRIBERY LAWS

(a) Compliance with Anti-Corruption Laws

The Seller shall comply with all applicable anti-corruption, anti-bribery, and anti-money laundering laws, rules, and regulations in all jurisdictions in which it operates, including, where applicable, the Prevention of Corruption Act, 1988 and other applicable laws requiring the maintenance of accurate books, records, and internal controls. The Seller shall not, directly or indirectly, offer, promise, give, request, or accept anything of value to or from any person or entity for the purpose of obtaining or retaining business, securing any improper advantage, or influencing any act or decision.

(b) Dealings with Government Officials

The Seller shall exercise heightened diligence and caution in all interactions with government officials, public authorities, and state-owned entities, and shall ensure strict compliance with all applicable laws governing such interactions. The Seller shall not engage in any conduct that may be construed as bribery, undue influence, or improper inducement in connection with any governmental or regulatory process.

(c) Prohibition of Facilitation Payments

The Seller shall not make, offer, or authorise any facilitation payments or “grease payments,” being payments of any value made to secure or expedite routine governmental actions or services to which the Seller or the Buyer would otherwise be legally entitled, regardless of local customs or practices.

(d) Books, Records and Internal Controls

The Seller shall maintain complete, accurate, and transparent books, records, and accounts reflecting all transactions undertaken in connection with this Order, and shall implement adequate internal controls to prevent and detect any violation of this clause.

46. GIFTS AND ENTERTAINMENT

(a) Prohibition on Improper Inducements

The Seller shall not, directly or indirectly, offer, give, or provide any gift, hospitality, entertainment, or anything of value to any employee, representative, or agent of the Buyer with the intent or effect of inducing, influencing, or securing any improper business advantage, including the award of business, preferential treatment, or favourable contractual terms.

(b) Permitted Gifts and Hospitality

Subject to applicable law and internal policies of the Buyer, the Seller may provide gifts or entertainment only where such items are reasonable, infrequent, of modest value, and given solely for legitimate business purposes, and not in a manner that could be perceived as influencing a business decision or creating a conflict of interest.

(c) Prohibition on Solicitation

The Seller shall not comply with, and shall promptly report, any request, demand, or solicitation by any employee, representative, or agent of the Buyer for gifts, hospitality, or entertainment that is inconsistent with this clause or applicable law.

(d) Reporting Obligations

The Seller shall promptly notify the Buyer of any actual or suspected breach of this clause, including any improper offer, request, or acceptance of gifts or entertainment, in accordance with the reporting mechanisms prescribed under this Order.

47. SANCTIONS, EXPORT CONTROL AND RESPONSIBLE SOURCING

(a) Compliance with Sanctions and Export Control Laws

The Seller shall comply with all applicable export control, trade compliance, and economic sanctions laws and regulations in all relevant jurisdictions, including restrictions relating to dealings with sanctioned countries, entities, individuals, or industry sectors. The Seller shall not directly or indirectly engage in any transaction or business activity in connection with this Order that would result in a violation of such laws, including any applicable provisions under the Foreign Trade (Development and Regulation) Act, 1992 and related export control regulations.

(b) Responsible Sourcing of Minerals (Conflict Minerals)

The Seller acknowledges that the Buyer may be subject to legal and regulatory requirements relating to the sourcing of certain minerals, including but not limited to gold, tin, tungsten, tantalum, and other minerals identified under globally recognised frameworks such as the Responsible Minerals Initiative. Accordingly, the Seller shall, upon request, provide complete, accurate, and timely information regarding the origin, source, and chain of custody of such minerals contained in the Goods supplied under this Order.

(c) Supply Chain Transparency and Flow-Down

The Seller shall implement appropriate due diligence procedures within its supply chain to identify the origin of such minerals and shall require its own suppliers and subcontractors to provide corresponding information. The Seller shall furnish reports and disclosures in the format and using the reporting tools specified by the Buyer, and shall cooperate fully with any verification, audit, or regulatory reporting requirements.

(d) Ongoing Compliance and Cooperation

The Seller shall promptly notify the Buyer of any actual or suspected non-compliance with applicable sanctions, export control laws, or responsible sourcing obligations, and shall take all necessary corrective actions to address such non-compliance.

48. HEALTH AND SAFETY

(a) Compliance with Health and Safety Laws

The Seller shall comply with all applicable health and safety laws, regulations, and standards in the jurisdictions in which it operates, including obligations under the Occupational Safety, Health and Working Conditions Code, 2020 and related rules. The Seller shall establish, implement, and maintain appropriate health and safety policies, procedures, and controls to ensure a safe and healthy working environment for all personnel engaged in the performance of this Order.

(b) Workplace Safety Measures

The Seller shall provide and maintain adequate safety infrastructure, including access to appropriate personal protective equipment (PPE), safe working conditions, hazard identification and mitigation systems, and emergency response procedures. The Seller shall also establish and maintain processes for reporting, managing, and addressing workplace incidents, including injuries requiring medical treatment, and shall ensure timely corrective and preventive actions.

(c) Standards and Certifications

The Seller is encouraged to implement recognised occupational health and safety management systems and to obtain certification to ISO 45001 (Occupational Health and Safety Management Systems), or any successor standard, and to maintain such certification throughout the term of this Order.

49. ENVIRONMENTAL RESPONSIBILITY AND SUSTAINABILITY

(a) Compliance with Environmental Laws

The Seller shall comply with all applicable environmental laws, regulations, and standards in the jurisdictions in which it operates, including, where applicable, the Environment (Protection) Act, 1986 and related rules. The Seller shall take all necessary measures to minimise the environmental impact of its operations and shall adopt environmentally

responsible practices in the manufacture and supply of Goods and Services under this Order.

(b) Environmental Management and Resource Efficiency

The Seller shall regularly assess, monitor, and manage the environmental impact of its operations, including by reducing the consumption of natural resources such as energy and water, minimising waste generation and emissions, and promoting recycling and reuse across the product life cycle. The Seller shall incorporate environmentally sustainable design, innovation, and process improvements to reduce environmental impact.

(c) Standards, Certifications and Chemical Compliance

The Seller is encouraged to implement recognised environmental and energy management systems and to obtain and maintain certification to ISO 14001 (Environmental Management Systems) and ISO 50001 (Energy Management Systems), or any successor standards. The Seller shall ensure that all materials and substances used in the Goods comply with applicable chemical and environmental regulations, including internationally recognised frameworks such as REACH and TSCA, to the extent applicable.

(d) Sustainability and Decarbonization Commitments

The Seller shall support the development of a sustainable and low-carbon supply chain and shall implement measures to reduce its environmental footprint, including initiatives relating to energy efficiency, emissions reduction, waste minimisation, water conservation, biodiversity protection, and responsible land use. The Seller shall align its sustainability practices with industry standards and shall establish measurable goals and strategies for decarbonization and environmental performance improvement.

(e) Reporting, Transparency and Supply Chain Due Diligence

The Seller shall, upon request, provide accurate and timely information relating to its environmental and sustainability performance, including carbon emissions data and supply chain disclosures. The Seller shall cooperate with audits, assessments, and reporting requirements conducted by or on behalf of the Buyer, and shall implement corrective actions where required. The Seller shall also ensure appropriate due diligence and transparency across its supply chain in relation to environmental and sustainability obligations.

50. CONFLICTS OF INTEREST

(a) Duty to Avoid Conflicts

The Seller shall conduct its business with the Buyer in a manner that ensures integrity, transparency, and objectivity in all decision-making processes. The Seller shall avoid any situation that may give rise to an actual, potential, or perceived conflict of interest in connection with this Order.

(b) Disclosure Obligations

The Seller shall promptly disclose in writing to the Buyer any actual or potential conflict of interest, including any situation in which the Seller, its employees, agents, or representatives have a family, personal, financial, or other close relationship with any employee, representative, or agent of the Buyer who is involved in or able to influence decisions relating to this Order.

(c) Mitigation and Compliance

Upon disclosure of any conflict of interest, the Seller shall cooperate with the Buyer in implementing appropriate measures to mitigate or eliminate such conflict, including compliance with any directions or safeguards prescribed by the Buyer.

51. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY PROTECTION

(a) Access to Information

In the course of performing its obligations under this Order, the Seller may receive or be granted access to intellectual property, confidential, proprietary, or personal information of the Buyer, its affiliates, customers, or business partners (collectively, "Information").

(b) Confidentiality and Permitted Use

The Seller shall keep all Information strictly confidential and shall not disclose such Information to any third party, including its own employees or representatives, except on a strict "need-to-know" basis for legitimate business purposes and subject to appropriate confidentiality obligations. The Seller shall use such Information solely for the purpose of performing its obligations under this Order and shall not use, exploit, or commercialise such Information for any other purpose without the prior written consent of the Buyer.

(c) Compliance by Personnel and Supply Chain

The Seller shall ensure that its employees, agents, subcontractors, and suppliers who have access to Information are bound by confidentiality obligations no less stringent than those contained herein and comply with all applicable laws and contractual requirements relating to the handling and processing of such Information.

(d) Security and Protection Measures

The Seller shall implement and maintain appropriate technical, organisational, and physical security measures to protect Information against unauthorised access, disclosure, alteration, loss, or destruction. Such measures shall be at least consistent with industry standards and shall include safeguards to ensure the secure storage, transmission, and processing of Information.

(e) Restrictions on Disclosure and Commercial Use

The Seller shall not sell, transfer, license, or otherwise disclose Information to any third party without the prior written consent of the Buyer. The Seller shall ensure that Information is not used for any purpose other than fulfilling its obligations under this Order.

(f) Return or Destruction of Information

Upon completion or termination of this Order, or upon request by the Buyer, the Seller shall promptly return or securely destroy all Information in its possession or control, including any copies thereof, unless retention is required by applicable law.

(g) Incident Notification

The Seller shall promptly notify the Buyer upon becoming aware of any actual or suspected unauthorised disclosure, breach, or misuse of Information, or any infringement of the Buyer's intellectual property rights, and shall cooperate fully in investigating and mitigating such incidents.

52. PERSONAL DATA PROTECTION AND PRIVACY

(a) Definitions

For the purposes of this Clause 52, and unless the context otherwise requires:

- (i) "DPDP Act" means the Digital Personal Data Protection Act, 2023;
- (ii) "DPDP Rules" means the Digital Personal Data Protection Rules, 2025, as and when brought into force, together with the Schedules thereto and any standards, directions, notifications, or orders issued thereunder;
- (iii) "Data Protection Laws" means the DPDP Act, the DPDP Rules, the Information Technology Act, 2000 and the rules framed thereunder, and every other law, rule, regulation, direction, order, or binding standard applicable from time to time to the Processing of Personal Data under this Order, and, where the Processing involves Data Principals, systems, or storage located outside India, any applicable data protection law of such other jurisdiction;
- (iv) the expressions "Data Fiduciary", "Data Principal", "Data Processor", "Significant Data Fiduciary" and "processing" bear the meanings assigned to them under the DPDP Act, and the expressions "Process", "Processes", "Processed" and "Processing" shall be construed accordingly;
- (v) "Board" means the Data Protection Board of India constituted under the DPDP Act;
- (vi) "Personal Data" means any data about an individual who is identifiable by or in relation to such data;
- (vii) "Buyer Personal Data" means any Personal Data that is disclosed, transferred, or made accessible to the Seller by or on behalf of the Buyer or the Customer, or that is collected, generated, received, recorded, stored, hosted, or otherwise Processed by the Seller for or on behalf of the Buyer or the Customer in connection with this Order, including Personal Data relating to the directors, officers, employees, workmen, contract labour, trainees, agents, customers, dealers, distributors, end-users, visitors, and suppliers of the Buyer or the Customer;
- (viii) "Personal Data Breach" means any unauthorised Processing of Personal Data, or any accidental disclosure, acquisition, sharing, use, alteration, destruction, or loss of access to Personal Data, that compromises the confidentiality, integrity, or availability of such Personal Data;
- (ix) "Permitted Purpose" means the purpose of Processing specified on the face of the Order or otherwise notified in writing by the Buyer to the Seller and, in the absence of such specification or notification, means solely such Processing as is strictly necessary for the Seller to perform its obligations under this Order; and
- (x) "Sub-processor" means any third party, including any affiliate, subcontractor, agent, service provider, hosting, cloud, or data centre provider engaged by or on behalf of the Seller, that Processes Buyer Personal Data.

(b) Status of the Parties and Scope

The Buyer (and, where applicable, the Customer) is the Data Fiduciary in respect of Buyer Personal Data. The Seller shall Process Buyer Personal Data solely in the capacity of a Data Processor, on behalf of and strictly in accordance with the documented instructions of the Buyer, and shall acquire no right, title, interest, licence, or claim of any nature in or to Buyer Personal Data. If, in respect of any Processing, the Seller determines the purpose or means of Processing otherwise than as instructed by the Buyer, the Seller shall be a Data Fiduciary in its own right in respect of such Processing, shall be solely responsible for compliance with the Data Protection Laws in relation thereto, and such determination shall constitute a material breach of this Order. The Seller shall promptly inform the Buyer in writing if, in its opinion, an instruction of the Buyer is likely to result in a contravention of the Data Protection Laws, but shall not thereby be relieved of any of its obligations under this Clause 52.

Buyer Personal Data shall also constitute "Information" for the purposes of Clauses 19, 43, and 51, and all obligations of the Seller in respect of Information shall apply to Buyer Personal Data in addition to this Clause 52. In the event of any inconsistency between this Clause 52 and Clauses 19, 43, or 51 in respect of Personal Data, this Clause 52 shall prevail.

(c) General Compliance Obligation

The Seller shall, at its own cost, Process Buyer Personal Data in compliance with the Data Protection Laws and with all applicable Customer Terms relating to privacy and data protection. The Seller shall maintain a documented privacy and data governance programme commensurate with the nature, scope, and volume of its Processing, shall designate and publish the contact details of a person able to answer questions of the Buyer and of Data Principals regarding such Processing, shall maintain complete and accurate records of its Processing of Buyer Personal Data, and shall promptly notify the Buyer in writing of any change in law, regulation, or its own operations that materially affects, or is likely to materially affect, its ability to comply with this Clause 52.

(d) Consent, Notice, and Lawful Basis

- (i) As between the parties, the Buyer shall be responsible, in its capacity as Data Fiduciary, for issuing the notice and obtaining the consent (or establishing such other lawful basis as may be available under the DPDP Act) required for the Processing of Buyer Personal Data for the Permitted Purpose. The Seller shall not assume, and shall not act upon any assumption of, any consent wider in scope, purpose, or duration than that notified to it by the Buyer.
- (ii) The Seller shall Process Buyer Personal Data only within the scope, and for the duration, of the consent or other lawful basis notified by the Buyer, and shall implement and maintain technical and organisational measures capable of giving effect, within [twenty-four (24)] hours of the Buyer's instruction, to any withdrawal of consent, objection, correction, updating, restriction, or erasure communicated by the Buyer.
- (iii) Where the Seller discloses to the Buyer or the Customer any Personal Data of its own directors, employees, workmen, contract labour, agents, subcontractors, or other individuals, including for the purposes of gate passes, site access, statutory or labour law compliance, quality documentation, invoicing, or banking, the Seller represents and warrants that it has issued the notice required under the DPDP Act and has obtained from each such individual free, specific, informed, unconditional, and unambiguous consent signified by a clear affirmative action (or has established such other lawful basis as is available under the DPDP Act) permitting the disclosure of such Personal Data to, and its Processing by, the Buyer and the Customer for the Permitted Purpose. The Seller shall furnish evidence of such notice and consent to the Buyer within [seven (7)] days of written demand.
- (iv) The Seller shall not seek, obtain, record, or rely upon any consent from any Data Principal in its own name in respect of Buyer Personal Data, and shall not hold itself out to any Data Principal as the Data Fiduciary in respect of Buyer Personal Data.
- (v) The Seller shall provide the Buyer with all reasonable assistance, at the Seller's cost, to enable the Buyer to discharge its obligations relating to notice, obtaining, recording, and managing consent, giving effect to the withdrawal of consent, and maintaining records of consent, including where the Buyer elects to obtain consent through a consent manager registered with the Board.
- (vi) The parties acknowledge that, under the DPDP Act, a Data Fiduciary remains responsible for compliance in respect of Processing undertaken on its behalf by a Data Processor, notwithstanding any agreement to the contrary. Accordingly, the obligations assumed by the Seller under this Clause 52 are contractual obligations owed to the Buyer, are in addition to and not in substitution for any obligation of the Seller under the Data Protection Laws, and the Seller shall bear, by way of indemnity under Clause 52(o), the entire economic consequence of any non-compliance attributable to the Seller, its personnel, or its Sub-processors.

(e) Purpose Limitation, Data Minimisation, and Restricted Use

The Seller shall:

- (i) Process Buyer Personal Data solely for the Permitted Purpose, only to the extent and for so long as strictly necessary for that purpose, and for no other purpose whatsoever;

- (ii) not Process Buyer Personal Data for its own purposes or for the purposes of any third party, including for product or service development, benchmarking, analytics, market research, profiling, behavioural monitoring, targeted advertising, or the training, fine-tuning, testing, validation, or improvement of any artificial intelligence, machine learning, or algorithmic model;
- (iii) not combine, match, enrich, or cross-reference Buyer Personal Data with any other data set;
- (iv) not de-identify, anonymise, pseudonymise, aggregate, or otherwise derive any data set from Buyer Personal Data, or assert any right in any such derived data set, without the prior written permission of the Buyer, and any data set so derived shall be treated as Buyer Personal Data for the purposes of this Clause 52;
- (v) not sell, rent, monetise, license, or otherwise commercially exploit Buyer Personal Data;
- (vi) collect and Process only the minimum categories, fields, and volume of Personal Data necessary for the Permitted Purpose, and shall promptly inform the Buyer if it receives any Personal Data in excess of that requirement;
- (vii) restrict access to Buyer Personal Data to those of its personnel who require such access for the Permitted Purpose, ensure that every such person is bound by written obligations of confidentiality and data protection that survive the cessation of their engagement, and provide such persons with training on the Data Protection Laws not less than once every twelve (12) months; and
- (viii) not Process the Personal Data of any child, or of any person with a disability who has a lawful guardian, except upon the prior written instruction of the Buyer and subject to the verifiable consent of the parent or lawful guardian and to the additional restrictions prescribed under the Data Protection Laws.

(f) Reasonable Security Safeguards

The Seller shall, at its own cost, implement and maintain reasonable security safeguards to prevent a Personal Data Breach, which shall in every case be appropriate to the nature, scope, and sensitivity of the Buyer Personal Data Processed, shall be no less protective than the safeguards the Seller applies to its own personal data of a like nature, shall not be degraded during the term of this Order, and shall include, at a minimum:

- (i) encryption of Buyer Personal Data in transit and at rest, and the use of obfuscation, masking, or virtual tokens in substitution for Personal Data wherever the Permitted Purpose so permits;
- (ii) role-based access control on a need-to-know basis, unique user credentials, multi-factor authentication for remote, administrative, and privileged access, and revocation of access within [twenty-four (24)] hours of any cessation of engagement or change of role;
- (iii) logging and continuous monitoring of all access to and Processing of Buyer Personal Data, and the retention of such logs, traffic data, and related records for a period of not less than one (1) year (or such longer period as may be required under applicable law), to enable the detection, investigation, and remediation of unauthorised access;
- (iv) measures for backup, replication, business continuity, and disaster recovery sufficient to enable Processing to continue, and Buyer Personal Data to be restored, in the event of compromise, corruption, or loss;
- (v) network, endpoint, and application security controls, secure software development practices, patch and vulnerability management, and vulnerability assessment and penetration testing conducted not less than once every twelve (12) months by an independent, suitably qualified assessor, with all critical and high severity findings remediated within [thirty (30)] days;
- (vi) physical and environmental security controls at every premises, data centre, and facility at which Buyer Personal Data is Processed or stored;
- (vii) secure sanitisation and destruction of storage media, devices, and documents containing Buyer Personal Data prior to disposal, re-use, or transfer;
- (viii) contractual obligations on every Sub-processor to implement and maintain security safeguards no less protective than those set out in this Clause 52(f);

- (ix) certification to ISO/IEC 27001 or an equivalent recognised standard and, where the Buyer so requires in writing, to ISO/IEC 27701, together with production of the current certificate and the most recent audit or assessment report within [ten (10)] business days of written request; and
- (x) Processing, hosting, and storage of Buyer Personal Data only at locations, and on systems, notified to and approved in writing by the Buyer.

(g) Data Protection Impact Assessment and Assurance

- (i) The Seller shall conduct and document a data protection impact assessment in respect of its Processing of Buyer Personal Data before commencing such Processing and, thereafter, (A) not less than once every twelve (12) months; (B) prior to any material change in the nature, scope, purpose, means, or volume of Processing; (C) prior to engaging any new Sub-processor; (D) prior to any transfer of Buyer Personal Data outside India; and (E) prior to deploying any new technology, automated decision-making process, or algorithmic software in connection with such Processing.
- (ii) Each such assessment shall address, at a minimum, the categories and volume of Personal Data Processed, the data flows and storage locations, the lawful basis and the necessity and proportionality of the Processing, the risks to the rights of Data Principals, the technical and organisational controls implemented, the residual risk, the risk arising from each Sub-processor, and a time-bound remediation plan in respect of each identified risk.
- (iii) The Seller shall furnish a copy of, or a written summary of, each such assessment to the Buyer within [ten (10)] business days of written request, and shall remediate the risks identified therein within such reasonable period as the Buyer may specify in writing.
- (iv) The Seller shall provide the Buyer and the Customer with all reasonable assistance, at the Seller's cost, in the conduct of any data protection impact assessment, audit, or algorithmic due diligence undertaken by the Buyer or the Customer, including where the Buyer or the Customer is notified as a Significant Data Fiduciary under Section 10 of the DPDP Act and is thereby required to conduct a data protection impact assessment and an audit periodically.
- (v) In addition to the Buyer's rights under Clauses 29 and 43(j), the Buyer may, itself or through an independent assessor, audit the Seller's compliance with this Clause 52 once in each calendar year and, in addition, at any time following a Personal Data Breach or where the Buyer has reasonable grounds to suspect non-compliance. The Seller shall extend full cooperation to any such audit, including access to relevant premises, systems, logs, records, and personnel, subject to the Seller's reasonable security and confidentiality requirements. The cost of any such audit shall be borne by the Seller where the audit discloses a material non-compliance.

(h) Personal Data Breach: Notification, Investigation, and Remediation

- (i) The Seller shall notify the Buyer of any Personal Data Breach affecting Buyer Personal Data, or of any reasonable ground to believe that such a Personal Data Breach has occurred, immediately by telephone to the Buyer's designated contact and in writing without delay and in any event within [six (6)] hours of becoming aware of such breach or ground. Where a Cyber Incident under Clause 43 involves Buyer Personal Data, the shorter notification period under this Clause 52(h) shall prevail over Clause 43(c).
- (ii) The initial written notification shall state the nature and extent of the Personal Data Breach, the categories and approximate number of Data Principals and of records affected, the time, duration, and location of the breach, its likely consequences, the measures taken and proposed to be taken to mitigate it, and the name and contact details of the person able to answer questions in relation to it.
- (iii) The Seller shall furnish a detailed written report to the Buyer within [forty-eight (48)] hours of the initial notification, or within such shorter period as the Buyer may require in order to comply with its own reporting obligations, setting out the facts relating to the breach, the root cause analysis, the circumstances leading to the breach, the

remedial measures implemented, the measures implemented to prevent recurrence, whether and to what extent any Data Principal is likely to be affected, and all such further information as the Buyer requires in order to intimate the affected Data Principals without delay and to furnish detailed particulars of the breach to the Board within seventy-two (72) hours of becoming aware of it, as required under the Data Protection Laws.

- (iv) The Seller shall not, without the prior written approval of the Buyer, make any communication concerning a Personal Data Breach affecting Buyer Personal Data to any Data Principal, the Board, any other regulatory or governmental authority, the Customer, or the media, and shall make no admission of liability or fault on behalf of the Buyer or the Customer, save where such communication is required by law and then only after giving the Buyer prior written notice and a reasonable opportunity to review and comment upon the proposed communication.
- (v) The Seller shall preserve all evidence relating to the Personal Data Breach, shall at its own cost cause a forensic investigation to be conducted by an independent, suitably qualified investigator (and, where applicable, by an auditor empanelled with the Indian Computer Emergency Response Team) acceptable to the Buyer, and shall furnish the resulting report to the Buyer.
- (vi) The Seller shall bear all costs and expenses arising out of or in connection with any Personal Data Breach attributable to the Seller, its personnel, or its Sub-processors, including the costs of investigation, containment, remediation, restoration of data, intimation to Data Principals and to the Board, establishment of a helpline or call centre, credit or identity monitoring services where offered, and the defence of any resulting proceeding.
- (vii) Any Personal Data Breach attributable to the Seller, its personnel, or its Sub-processors shall constitute a material breach of this Order entitling the Buyer to exercise its rights under Clauses 25, 33, 34, and 52(m).

(i) Data Retention, Return, and Erasure

- (i) The Seller shall retain Buyer Personal Data only for so long as is necessary for the Permitted Purpose, or for such retention period as is specified on the face of the Order or notified in writing by the Buyer, whichever is shorter.
- (ii) The Seller shall erase Buyer Personal Data, and shall cause each of its Sub-processors to erase the same, upon the earliest to occur of: (A) the fulfilment or cessation of the Permitted Purpose; (B) the withdrawal of consent by, or the exercise of the right to erasure of, a Data Principal, as notified by the Buyer; (C) the expiry or termination of this Order; (D) the written instruction of the Buyer; and (E) the expiry of any retention period specified under sub-clause (i) above; and shall complete such erasure within [thirty (30)] days of the relevant event.
- (iii) Prior to erasure, the Seller shall, if the Buyer so elects in writing, return all Buyer Personal Data to the Buyer in a commonly used, machine-readable format.
- (iv) Erasure shall extend to every system, environment, device, medium, and archive in which Buyer Personal Data is held, including all copies, extracts, and derivatives, and to all backups, provided that Buyer Personal Data residing in backup media shall be erased in the ordinary course of the Seller's backup cycle and in any event within [ninety (90)] days, and shall not be Processed for any purpose pending such erasure.
- (v) The Seller shall furnish to the Buyer a certificate of erasure signed by an authorised signatory, identifying the categories of Buyer Personal Data erased, the systems from which they were erased, the method of erasure, and the date of erasure, within [seven (7)] days of completion.
- (vi) Where the Seller is required by applicable law, or for the purposes of any pending legal proceeding, to retain any Buyer Personal Data beyond the period contemplated by this Clause 52(i), the Seller shall retain only the minimum data necessary and only for the minimum period required, shall inform the Buyer in writing of the legal basis for such retention and of the categories, volume, and period of retention, shall not Process such data for any other purpose, and shall continue to apply this Clause 52 to such data until its erasure.

- (vii) Notwithstanding the erasure of Buyer Personal Data, the Seller shall retain the logs, traffic data, and records of Processing referred to in Clause 52(f)(iii) for the period stated therein.
- (viii) The Seller acknowledges that the Data Protection Laws prescribe, for certain classes of Data Fiduciaries, fixed periods after which Personal Data is to be erased and a requirement to intimate the Data Principal in advance of such erasure. Where the Buyer or the Customer notifies the Seller of any such period or requirement, the Seller shall implement it and shall give the Buyer not less than [seven (7)] days' prior written notice of the scheduled erasure, so as to enable the Buyer to give the Data Principal the advance intimation prescribed under the Data Protection Laws.

(j) Sub-processing and Sharing with Third Parties

- (i) The Seller shall not disclose, transfer, grant access to, or otherwise share Buyer Personal Data with any third party, including any affiliate of the Seller or any Sub-processor, without the prior specific written permission of the Buyer, which the Buyer may grant, refuse, condition, or withdraw at its discretion.
- (ii) Any request for such permission shall be made in writing not less than [thirty (30)] days in advance and shall specify the identity and place of incorporation of the proposed recipient, the location of Processing and storage, the legitimate use case and the necessity of the disclosure for the Permitted Purpose, the categories and volume of Buyer Personal Data concerned, the duration of the Processing, and the security safeguards to be applied.
- (iii) Permission, if granted, shall extend only to the Processing necessary for the legitimate use case so specified, and the Seller shall first enter into a written contract with the recipient imposing obligations no less onerous than those contained in this Clause 52, including as to purpose limitation, security safeguards, breach notification, audit, retention and erasure, and restrictions on onward transfer.
- (iv) The Seller shall remain fully liable to the Buyer for the acts and omissions of every Sub-processor and recipient as if they were the acts and omissions of the Seller.
- (v) The Seller shall maintain, and shall furnish to the Buyer on written request, an up-to-date register of every Sub-processor engaged in the Processing of Buyer Personal Data, specifying its identity, the location of Processing, and the categories of Buyer Personal Data concerned.
- (vi) The Buyer may, by written notice, require the Seller to cease Processing of Buyer Personal Data by any Sub-processor that fails to meet the standards required under this Clause 52, and the Seller shall comply within [fifteen (15)] days of such notice, at its own cost and without any relief from its obligations under this Order.
- (vii) Where the Seller is compelled by any law, court order, or direction of a governmental or regulatory authority to disclose Buyer Personal Data, the Seller shall, unless legally prohibited from doing so, give the Buyer prior written notice sufficient to enable the Buyer to seek relief, shall disclose only the minimum Personal Data legally required, and shall seek confidential treatment of the Personal Data so disclosed.

(k) Transfer of Personal Data Outside India

The Seller shall not transfer, store, host, replicate, back up, or otherwise Process Buyer Personal Data outside the territory of India, and shall not permit any access to Buyer Personal Data from outside India (such remote access being deemed a transfer for the purposes of this Clause), without the prior written permission of the Buyer. Where such permission is granted, the Seller shall comply with Section 16 of the DPDP Act and with the DPDP Rules, including any restriction on the transfer of Personal Data to a country or territory notified by the Central Government, any requirement or restriction concerning the making available of Personal Data to a foreign State or its instrumentalities, and any localisation, sectoral, or Customer Terms requirement applicable to the Buyer or the Customer. Upon the notification of any such restriction, or upon the withdrawal of the Buyer's permission, the Seller shall repatriate or erase the affected Buyer Personal Data, as the Buyer directs, within [fifteen (15)] days.

(l) Data Principal Rights, Grievances, and Regulatory Cooperation

- (i) The Seller shall forward to the Buyer, within [three (3)] business days of receipt, any request, complaint, or communication received from a Data Principal, the Board, or any other regulatory or governmental authority in relation to Buyer Personal Data, and shall not respond to any such request, complaint, or communication independently of the Buyer, save as required by law.
- (ii) The Seller shall implement and maintain such technical and organisational measures, and shall provide the Buyer with such assistance, as is necessary to enable the Buyer to give effect to the rights of Data Principals, including the rights to access, correction, completion, updating, erasure, nomination, and grievance redressal, within the timelines prescribed under the Data Protection Laws, and in any event to enable the Buyer to respond to a grievance within the period prescribed thereunder.
- (iii) The Seller shall cooperate fully with the Buyer and with the Board in relation to any inquiry, investigation, direction, or urgent measure under the Data Protection Laws concerning Buyer Personal Data, shall furnish such records, logs, and information as may be required within [seven (7)] days of request, and shall make no admission of liability on behalf of the Buyer or the Customer.

(m) Equitable and Interim Relief; Suspension of Processing

The Seller acknowledges that any breach of this Clause 52, and any negligent act or omission of the Seller, its personnel, or its Sub-processors resulting in a Personal Data Breach, in unlawful or unauthorised Processing, or in the unauthorised sharing of Buyer Personal Data, may cause irreparable harm to the Buyer, to the Customer, and to the Data Principals concerned, for which monetary compensation may not be an adequate remedy. Accordingly, and in addition to and without prejudice to Clause 34, the Buyer shall be entitled to seek interim, interlocutory, and permanent injunctive relief, specific performance, and such other equitable relief as may be available in respect of any such breach, act, or omission, whether threatened or actual, and in addition to all other rights and remedies available to it. The Seller shall not, in resisting any such application, contend that the Buyer is confined to a remedy in damages, without prejudice in either case to the discretion of the court or tribunal seized of the matter.

Without prejudice to the foregoing, the Buyer may at any time, by written notice, require the Seller to suspend all or any Processing of Buyer Personal Data, to quarantine, secure, return, or erase Buyer Personal Data, or to permit the Buyer or its nominee to assume control of such Processing, where the Buyer has reasonable grounds to believe that a Personal Data Breach has occurred or that the Seller is in breach of this Clause 52. The Seller shall comply with such notice within [twenty-four (24)] hours. Any such suspension shall be without prejudice to the Seller's obligation to continue to supply the Goods and perform the Services under this Order and shall not constitute an excusable delay under Clause 6.

(n) Warranties

The Seller represents and warrants, on a continuing basis, that: it has the technical capability, personnel, systems, and organisational measures necessary to comply with this Clause 52; no proceeding, inquiry, direction, or penalty under the Data Protection Laws is pending or, to its knowledge, threatened against it which could reasonably affect its performance of this Order, and it shall notify the Buyer in writing within [seven (7)] days of becoming aware of any such matter; it has not, in the [twenty-four (24)] months preceding the acceptance of this Order, suffered any Personal Data Breach that has not been disclosed to the Buyer in writing; and it is not subject to any law, order, or direction of a foreign jurisdiction that would or might compel it to disclose Buyer Personal Data otherwise than in accordance with this Order, or, where it is so subject, it has disclosed the same to the Buyer in writing prior to acceptance of this Order.

(o) Indemnity

The Seller shall indemnify, defend, and hold harmless the Buyer, the Customer, and their respective affiliates, directors, officers, employees, and representatives from and against all monetary penalties imposed by the Board or by any other authority under the Data Protection Laws, all compensation, awards, claims, demands, proceedings, losses, damages, liabilities, costs, and expenses (including legal costs on a full indemnity basis), and all costs of intimation, helpline, credit monitoring, investigation, remediation, and regulatory defence, arising out of or in connection with any breach of this Clause 52 by, or any negligent act or omission of, the Seller, its personnel, or its Sub-processors. This indemnity is in addition to, and not in substitution for, the indemnity under Clause 43(i), shall not be limited or reduced by any limitation of liability contained in any document of the Seller, and may be recovered by the Buyer by way of set-off under Clause 11.

(p) Insurance

In addition to the insurance required under Clause 23, the Seller shall, where it Processes Buyer Personal Data, procure and maintain throughout the term of this Order, and for a period of [twenty-four (24)] months thereafter, cyber and privacy liability insurance covering data protection and privacy liability, breach response and notification costs, regulatory defence costs, and third-party claims, with a limit of indemnity of not less than [₹ _____] per occurrence and in the aggregate, placed with an insurer of good standing, and shall furnish a certificate of insurance to the Buyer on request and upon each renewal.

(q) Survival and Precedence

The obligations of the Seller under this Clause 52 shall survive the expiry, cancellation, or termination of this Order in accordance with Clause 41 and shall continue for so long as the Seller or any Sub-processor holds or has access to any Buyer Personal Data. Where the Customer Terms, or any written instruction of the Buyer, prescribe a standard of protection stricter than that set out in this Clause 52, the stricter standard shall apply.