

# Lucy Electric Manufacturing and Technologies India Private Limited ("the Company") STANDARD TERMS OF PURCHASE

**SURVEY NO. 26-30, NOORPURA, POST: BASKA, TA. HALOL, DIST. PANCHMAHAL, HALOL – 389 350, GUJARAT (INDIA)**

**1. DEFINITIONS:** **Conditions:** these terms and conditions as set out herein. **Contract:** the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with these Conditions. **Goods:** the Goods (or any part of them) set out in the Order. **Intellectual Property:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **Order:** the Company's Order for the supply of Goods and/or Services, as set out in the Company's purchase order form, or in the Company's written acceptance of the Supplier's quotation, or overleaf, as the case may be. **Services:** the Services, including without limitation any deliverables, to be provided by the Supplier under the Contract as set out in the Specification. **Specification:** the description or specification for Goods and/or Services agreed in writing by the Company and the Supplier. **Supplier:** the person or firm from whom the Company purchases the Goods and/or Services.

**2. BASIS OF CONTRACT:** The Order constitutes an offer by the Company to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order; or any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (the "Commencement Date"). These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

**3. QUANTITY AND DESCRIPTION OF GOODS AND OR SERVICES :** The Goods and / or Services supplied against this Order must be equal to the quantity specified and must be in accordance with the Specification if any mention in the Order. If no specifications are mentioned in the Order the Goods / Services shall be of the best quality and workmanship and such as are acceptable to the Company. When a Supplier sample has been approved the Goods supplied must be identical in all respect to such approved sample. Goods supplied in excess of the quantity Ordered stated above are liable to be rejected.

**4. DELIVERY :** The Supplier shall deliver the Goods and/ or Services to the place and during the timings specified in the Order at the Supplier's cost. If Goods are offered outside the above mentioned hours the Company may either return the Goods or at their option, detain the vehicle or carrier as the case may be, until the next day. In such event the Company shall not be liable either for safety of the Goods or the vehicle/ carrier or any charges whatsoever arising from such detention.

When a date of delivery is stipulated in the Order or where an Order is placed for the supply of Goods and/ or Services in accordance with a programme such stipulation shall be essence of the contract. Should the Supplier fail to deliver the Goods and/ or Services or a part of the Goods and/ or Services in accordance with delivery schedule specified in the Order without obtaining prior written consent from the Company for extension of delivery period then the Company shall be entitled at its option, (a) to cancel the Order or the portion thereof not delivered and of any other Goods already delivered against the Order which in the opinion of the Company cannot be effectively and/or commercially used by reason of the non-delivery of Goods and/or Services undelivered as aforesaid and (b) to purchase the Goods and /or Services not delivered or others of similar description when Goods and/or Services exactly complying with the Specification are not in the opinion of the Company readily available. In such event Supplier shall indemnify and pay to the Company any additional costs incurred by the Company in relation to such failure to deliver.

The Goods supplied must be sufficiently and properly packed so as to ensure absence of loss or damages on arrival at the point of delivery specified in the Order. Unless otherwise specifically stated all packing cases containers and other packaging material shall be supplied free of charge.

Where the Supplier is shipping Goods to the Company that originate from outside India, the following documents shall be provided to the Company (To be couriered within 3 days from the date of shipment) as a pre-condition of payment - One original + two copies of the Invoice & Packing List (Both stamped & duly authorized, Bill of Lading / Air Way Bill, Certificate of Origin, Material Test Certificate & Inspection Report, if required, any other documents which Government or the Company may require from time to time.

**5. INSPECTION OF GOODS :** Without prejudice to clause 9, All Goods supplied shall be subject to inspection by the Company at the point of delivery. Goods not approved on inspection either with regard to the quality or quantity or both shall be rejected and the Supplier shall collect the Goods so rejected at his own cost within 7 days of notification by the Company of such rejection. If such rejected Goods are not removed within aforesaid periods, the Goods will be lying at our premises at the sole risk/consequence of the Supplier.

**6. CONFIRMITY TO TECHNICAL SPECIFICATION :** In respect of Goods which are required by the Order to conform to chemical and/or physical and/or performance specification and where conformity of the Goods supplied to such specification cannot be readily determined at the time and/or place of receipt of such Goods shall be accepted provisionally. However in the event of subsequent evidence of non-conformity of such Goods to specified chemical and/or physical and/or performance characteristics the Supplier shall be liable to compensate the Company in full for all costs (on an indemnity basis), if any incurred by the Company in replacement and/or repair of damages directly caused in and/or by such Goods have been incorporated in the Company's

products or otherwise form part of Company's business. The Company also reserves the right of rejection of a part of the whole supply or such Goods upon evidence of non-conformity to chemicals and/or physical and/or performance specification.

**7. SERVICES :** Where the Order includes Services the Supplier shall co-operate with the Company in all matters relating to the Services; comply with all instructions of the Company; perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade; use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract; obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations; and observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises.

**8. PAYMENT :** Payment for Goods accepted shall be made 60 days after receipt of a complete set of invoice together with necessary Excise Invoice, Commercial Invoices and or ST Declaration (if applicable). All Required Government documents and relevant tax forms shall to be submitted as a condition precedent to payment of an invoice.

The Company will only pay the prices as set out in the Order. The Company shall not be liable for any additional costs incurred by the Supplier. Payment shall be made Indian Rupees unless otherwise specified by the Company.

**9. GUARANTEE :** Where the Goods and/or Services are defective and or fail to comply with the Specification within 12 months from the date of delivery, the Supplier shall be responsible for free replacement of repair, as determined by the Company, of the Goods and / or Services or any part of the Goods supplied against this Order.

**10. Intellectual Property :** Where the Company provides the Supplier with designs, Specifications or any other Intellectual Property (the "Company's Property") in relation to the Goods and or Services, such Intellectual Property shall remain the Company's. The Supplier may not use any Confidential Information and or any of Company's Property for any other purpose other than providing the Goods and or Services to the Company.

Any Intellectual Property arising out of the provision of the Goods and or the Services shall vest in the Company. The Supplier shall do all necessary actions to transfer any arising Intellectual Property to the Company.

**11. Indemnity:** The Supplier shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered incurred by the Company as a result of or in connection with: (a) any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and (b) the Supplier being in breach of this Contract.

**12. Termination:** Without limiting its other rights or remedies, the Company may terminate the Contract: (a) in respect of the supply of Services, by giving the Supplier 1 months written notice; and (b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect with no compensation to the Supplier in the event of a material breach of this Contract, or the Supplier is in administration/bankrupt, or the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or the Supplier's financial position deteriorates to such an extent that in the Company's opinion the Supplier's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.

On termination of the Contract for any reason, the Supplier shall immediately deliver to the Company all deliverables whether or not then complete, and return all Company property (if any). If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. The Supplier shall remain responsible for the safe keeping of such Company property until such property is returned to the Company.

**13. GENERAL:** The Supplier shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Company.

Only the parties to this Contract shall have the right to enforce the terms of this Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

The risk in the Goods will pass to the Company only on delivery of such Goods. Title of the Goods shall pass on the earlier of delivery to the Company or payment by the Company.

**14. COMPLIANCE WITH LAW:** In performing its obligations under the Contract, the Supplier (including all staff, agents, contractors and any other party performing its obligations or exercising its rights under or in connection with this contract) shall comply with:

- i. all applicable laws, statutes, regulations and codes from time to time in force; and

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the Lucy Electric Supply Chain Code of Conduct and the Lucy Electric Anti-Bribery Policy (both as amended from time to time) found at <http://www.lucyelectric.com/en/terms-conditions/>

Without prejudice to the generality of clause 14, the Supplier shall, and shall take reasonable steps to procure (where relevant) that all persons who are performing services or providing goods in connection with the performance of this Contract (collectively, the "Supply Chain") shall, at all relevant times:

- i. comply with all applicable laws, regulations, codes, guidance and sanctions relating to anti-slavery and human trafficking in any jurisdiction, including the United Kingdom's Modern Slavery Act 2015 (MSA) (together the "Relevant Requirements");
- ii. not engage in any activity, practice or conduct in any jurisdiction which would constitute an offence under the MSA;
- iii. have and maintain in place throughout the term of this Contract a policy with the aim of ensuring compliance with the Relevant Requirements and that slavery and human trafficking is not taking place in its own business or any part of its supply chain ("Anti-Slavery Policy"), and shall ensure that such policy is provided to all relevant staff and enforced in an appropriate manner;
- iv. promptly notify the Company if it has reason to believe that it or any member of its Supply Chain is in breach of the MSA or any provision of this Clause 14 (or would do so if it were a party to this Contract), or if it receives a communication from any person alleging breach of the MSA in relation to the performance of services or provision of goods in connection with the performance of this Contract.

Breach of this Clause 14 shall be deemed to be a material breach of this contract and the Purchaser may terminate this Contract with immediate effect..

**15. LEGAL CONSTRUCTION** : The contract shall be construed and shall operate as an Indian contract and in conformity with the Laws of India and shall be deemed to have been executed in Vadodara and shall be subject to the jurisdiction of the Vadodara courts in the first instance.

**INSTRUCTIONS** - Please write vendor code in all documents. Please write correct rates for faster documents delivery. Write PO number on all invoices. Do not supply material against closed purchase order or verbal Order. Write PO number on all invoices. Please note that no debit note copy will be sent for TDS. TDS certificate will be issued at the end of the Every Quarter.