1. DEFINITIONS AND INTERPRETATION

In these Conditions:

1.1 the following terms have the following meanings:

"Affiliate" any persons that Control, are Controlled by or are under common Control with us from time to time;

"Change" any mechanical, software or other change in design, manufacturing process, supply chain, specifications, materials or product standards (including part substitutions or internal relocation of parts) which affects or potentially affects performance, reliability, function, safety, appearance, quality, dimensions, tolerances or any other Specifications of Deliverables.

"Claims" claims or proceedings made, brought or threatened against us by any person;

"Confidential Information" any Contract and any information that relates to a party (or any of its Affiliates) disclosed to the other party in connection with the Contract, but excluding information received by the other party that: (i) is publicly available (other than through a breach of Condition 11); (ii) was received from a third party who did not acquire it in confidence; or (iii) is developed without any breach of the Contract;

"Contract" a contract for the supply of Deliverables by us to you incorporating these Conditions, including pursuant to a Framework Agreement, as formed under Condition 2.1;

"Control" in relation to a person, the power to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise and "Controlled" is construed accordingly;

"Deliverables" means Goods, Work Product and/or Services;

"Delivery" delivery of the Goods in accordance with Condition 4;

"Framework Agreement" a framework agreement in place between you and us for the supply of Deliverables incorporating these Conditions;

"Goods" the goods set out in the Order or any Specification or referred to in the Framework Agreement;

"IPR" all intellectual and industrial property rights of any kind including patents, trade secrets, supplementary protection certificates, rights in know-how, registered and unregistered trade marks and designs, models, rights to prevent passing off or unfair competition and copyright, database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in all countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

"IPR Claim" a Claim that the possession, use and/or sale of Deliverables by us, our Affiliate or our or their Customers infringes the IPR of any person;

"Liability" liability arising out of or in connection with a Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise including any liability under an indemnity contained in a Contract and/or arising from a breach of, failure to perform, or delay in performing any of a party's obligations under a Contract, howsoever caused including if by negligence;

"Losses" all losses, liabilities, costs, demands, damages and expenses that are or will be incurred by us or our Affiliates
including in respect of any Claims, including IPR Claims;

"Order" our written acceptance of your quotation for the supply of Deliverables to us AND/OR any purchase order submitted by us to you for Deliverables;

"Price" (i) the lower of the price for the Deliverables set out in the Order and your price for the Deliverables in force at the time of Delivery of Goods or completion of Services; or (ii) where there is a Framework Agreement in place, the price for the Deliverables as set out in the Framework Agreement;

"Services" the services set out in the Order or any Specification referred to in the Framework Agreement;

"Specification" the specifications and requirements for the Deliverables set out or referred to in the Order or as defined in the Framework Agreement;

"we" or "us" or "our" the person named as the customer in the Order and/or referred to as "Customer" in a Framework Agreement;

"Work Product" any reports, documents, work product or other materials created for us by you, or on your behalf, arising from the Services;

"you" the person named as the supplier in the Order and/or referred to as the "Supplier" in a Framework Agreement;

1.2 headings are for ease of reference and do not affect the interpretation of these Conditions;
2.2 These Conditions are the only terms and conditions on which we will purchase Deliverables. They apply in place of any terms and conditions that you may seek to apply or which may otherwise be implied, including any which are endorsed on, delivered with or contained in your quotation, Order acknowledgement, on your website or other sales materials or media or on any delivery note ("Seller T&Cs") and you waive any rights to rely on any such Seller T&Cs. Delivery of Goods and/or commencement of performance of Services is conclusive evidence of your acceptance of these Conditions.

2.3 Unless you notified us in writing before we placed an Order that we may not cancel it, we may cancel a Contract in whole or part any time before Delivery or completion of performance of Services. Our sole Liability will be to pay to you fair and reasonable compensation for work-in-progress at the time of cancellation provided that:

2.3.1 such compensation will not include any loss of profits OR any indirect or consequential loss; and

2.3.2 where Goods are not manufactured specifically for us to our Specification, our sole Liability will be to pay you a fair and reasonable restocking charge.

3. QUALITY CONTROL & TESTING

3.1 The quantity, description and Specification of Deliverables will be as set out in the Order. You must not make any Change to Deliverables without our prior written consent. You will carry out any reasonable Change that we request to any Deliverables. We will negotiate, in good faith, with you an agreed adjustment to the price, Delivery date or both as a result of a Change.

3.2 You will maintain detailed quality control and manufacturing records for the shorter of any maximum period permitted by law and ten (10) years from the date of Delivery (or such other period of time as set out in a Framework Agreement or Order), which we or a third party on our behalf may inspect or receive copies of on demand.

3.3 We may inspect and test Goods at any time prior to Delivery. You will allow us and our representatives to enter your premises to carry out such inspection and testing and will provide us with all facilities reasonably required. If, following such inspection or testing, we are not satisfied that the Goods will comply with Condition 5.1, you will take all steps necessary to ensure compliance.

3.4 You will maintain a quality control system that meets any international standard as required by us, or which is otherwise approved by us and such test and inspection system as we may require.

3.5 You may not deliver the Goods by separate instalments without our prior written consent. Instalments will be invoiced separately by you.
4. DELIVERY OF GOODS / SUPPLY OF SERVICES

4.1 Unless otherwise specified in an Order, you will deliver the Goods DDP (Incoterms 2010) to the address specified in the Order during our normal business hours on the date specified in the Order. You will be responsible for off-loading the Goods from the delivery vehicle. Delivery of the Goods will occur when they have been off-loaded at the delivery address.

4.2 You will perform Services in accordance with the applicable timetable communicated to you or as set out in the Order to meet all Specifications.

4.3 Time is of the essence for performance of your obligations under the Contract. If you are late performing your obligations under the Contract, you will pay to us liquidated damages of 1.5% of the Price for each week of delay up to a maximum of 15% of the Price. You and we agree that this amount is reasonable and proportionate AND the most effective way of compensating us for part or all of our losses arising from late performance. However, you and we intend that we should be able to recover general damages as well as liquidated damages in circumstances where we have suffered loss in excess of the liquidated damages as a result of your late performance. Therefore, our rights to any liquidated damages under this Conditions 4.3 is without prejudice to any other rights which we may have under the Contract or otherwise in respect of late performance, including the right to sue for damages or other relief and/or to terminate the Contract. A claim for general damages for late performance will be reduced by the amount of liquidated damages pursuant to Conditions 4.3 actually applied or paid in respect of such late performance.

4.4 Services will be accepted by us when we are satisfied that the Services comply with the Specifications.

4.5 You will make sure that the Goods are marked in accordance with our instructions and any applicable laws, rules and regulations and are properly packed and secured; marked with information on their origin; Delivery is accompanied by a prominently displayed delivery note showing the Order number, date of Order, type and quantity of Goods, and any special storage instructions; and delivered with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.

4.6 If you fail to deliver the Goods on time we may terminate the Contract immediately by giving you notice, in which case you will refund any monies already paid by us in relation to the Goods that have not been delivered and indemnify us and our Affiliates against our Losses as a result of your failure to supply Goods, including obtaining substitute goods from another supplier.

4.7 We will have a reasonable period of time following Delivery to inspect Goods. We may reject Goods which do not meet Specifications. We can also reject Goods which are more or less than the quantity or type Ordered or delivered prior to the date specified on the Order. Rejected Goods will be returned at your cost and expense. If we accept Goods delivered prior to the date specified on the Order we may charge you the
5. YOUR OBLIGATIONS

5.1 You hereby represent and warrant that:
5.1.1 you are company duly incorporated and validly existing under the laws of India;
5.1.2 you have the requisite power to execute and deliver the Contract and perform your obligations thereunder. The execution and delivery of the Contract has been duly and validly authorized by all necessary corporate actions; and
5.1.3 the Contract has been, and upon execution and delivery, will be, duly and validly executed and delivered by it. The Contract, when executed and delivered, shall constitute a legal, valid and binding obligation subject to applicable bankruptcy, insolvency and similar laws affecting creditor rights generally and to general principles of equity;
5.2 You will make sure, and hereby represent and warrant, that the Goods will:
5.2.1 be of satisfactory quality, comprise genuine, new materials (which are not used, refurbished, reconditioned, remanufactured, counterfeit or of such age as to impair usefulness or safety) and be fit for any purpose notified by us to you;
5.2.2 conform to, satisfy and be capable of the Specifications;
5.2.3 be free from defects in design, materials and workmanship;
5.2.4 be sold to us with full and unencumbered title and not infringe the IPR of any third party;
5.2.5 comply with all (i) applicable laws, (ii) regulatory requirements and (iii) standards and requirements of relevant statutory and regulatory bodies;
5.2.6 be safe and without risk to health;
5.2.7 upon Delivery, we shall have and enjoy quiet possession of the Goods; and
5.2.8 we shall be entitled to all the warranties as are applicable to the Goods or as generally made available by the manufacturer or seller of the Goods.

5.3 In respect of Services, You will:
5.3.1 perform Services with the best care, skill and diligence in accordance with best practice;
5.3.2 use personnel (and sufficient number of personnel) who are suitably skilled and experienced to perform the Services;
5.3.3 make sure that the Services conform with our reasonable instructions, comply with Specifications, are performed to meet the purposes notified by us to you and do not infringe the IPR of any third party;
5.3.4 provide all equipment, tools and vehicles and other items required to provide the Services;
5.3.5 obtain and at all times maintain all licences and consents required for the provision of the Services;
5.3.6 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the Services.

4.8 Risk in the Goods passes to us on the later of acceptance and Delivery. Ownership of the Goods passes to us on the earlier of payment of the Price and Delivery.

4.9 You will notify us in writing as soon you are aware that any Goods or the product support for the Goods are to be discontinued or made of "end of sale" or "end of life". At our request, you and we will agree in good faith a reasonable period of time during which you will keep agreed spare parts available for us for any discontinued, desupported, end of life or end of sale Goods.

5. YOUR OBLIGATIONS

5.1 You hereby represent and warrant that:
5.1.1 you are company duly incorporated and validly existing under the laws of India;
5.1.2 you have the requisite power to execute and deliver the Contract and perform your obligations thereunder. The execution and delivery of the Contract has been duly and validly authorized by all necessary corporate actions; and
5.1.3 the Contract has been, and upon execution and delivery, will be, duly and validly executed and delivered by it. The Contract, when executed and delivered, shall constitute a legal, valid and binding obligation subject to applicable bankruptcy, insolvency and similar laws affecting creditor rights generally and to general principles of equity;
5.2 You will make sure, and hereby represent and warrant, that the Goods will:
5.2.1 be of satisfactory quality, comprise genuine, new materials (which are not used, refurbished, reconditioned, remanufactured, counterfeit or of such age as to impair usefulness or safety) and be fit for any purpose notified by us to you;
5.2.2 conform to, satisfy and be capable of the Specifications;
5.2.3 be free from defects in design, materials and workmanship;
5.2.4 be sold to us with full and unencumbered title and not infringe the IPR of any third party;
5.2.5 comply with all (i) applicable laws, (ii) regulatory requirements and (iii) standards and requirements of relevant statutory and regulatory bodies;
5.2.6 be safe and without risk to health;
5.2.7 upon Delivery, we shall have and enjoy quiet possession of the Goods; and
5.2.8 we shall be entitled to all the warranties as are applicable to the Goods or as generally made available by the manufacturer or seller of the Goods.

5.3 In respect of Services, You will:
5.3.1 perform Services with the best care, skill and diligence in accordance with best practice;
5.3.2 use personnel (and sufficient number of personnel) who are suitably skilled and experienced to perform the Services;
5.3.3 make sure that the Services conform with our reasonable instructions, comply with Specifications, are performed to meet the purposes notified by us to you and do not infringe the IPR of any third party;
5.3.4 provide all equipment, tools and vehicles and other items required to provide the Services;
5.3.5 obtain and at all times maintain all licences and consents required for the provision of the Services;
5.3.6 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the Services.

4.8 Risk in the Goods passes to us on the later of acceptance and Delivery. Ownership of the Goods passes to us on the earlier of payment of the Price and Delivery.

4.9 You will notify us in writing as soon you are aware that any Goods or the product support for the Goods are to be discontinued or made of "end of sale" or "end of life". At our request, you and we will agree in good faith a reasonable period of time during which you will keep agreed spare parts available for us for any discontinued, desupported, end of life or end of sale Goods.
6. OUR PROPERTY

6.1.1 All patterns, dies, moulds or other tooling or materials, supplied by us or prepared or obtained by you for us at our cost

violation of the Services; and
5.3.7 not do or omit to do anything which may cause us or our Affiliates to lose any licence, authority, consent or permission required for our or their business.

5.4 You will observe all health and safety rules and regulations and any other security requirements that apply at any of our premises and ensure that your personnel are insured against all risks while working on our premises.

5.5 Without affecting any of our other rights or remedies, if you materially breach any of these Conditions OR any Goods (whether or not accepted in whole or in part) do not conform with Condition 5.1 during the longer of (i) your warranty period for the Goods and (ii) 12 months following Delivery OR any Services breach Condition 5.3, then we may:

5.5.1 terminate the Contract and any other existing Contracts immediately with notice;
5.5.2 require you, at our option, to promptly repair or replace the relevant Goods or reperform the relevant Services free of charge;
5.5.3 reject the Deliverables (in whole or in part) and require you refund the Price for the relevant Deliverables;
5.5.4 accept the Deliverables subject to an equitable Price reduction; or
5.5.5 at your expense, repair or have a third party repair the Goods or reperform or have a third party reperform the Services and you will indemnify us and our Affiliates against our Losses (including from any IPR Claims) arising from such breach.

5.5.6 Condition 5.5 will apply to any repaired or replacement Goods supplied under Condition 5.5.2.

5.5.7 If, as a result of any Goods not conforming with Condition 5.1 or Services not conforming with Condition 5.3 or otherwise representing an unreasonable risk of harm to the public or the environment, we determine a recall, removal or correction campaign ("campaign") is necessary or are required to carry out a campaign, we may implement such campaign and you will indemnify us and our Affiliates against all Losses incurred as a result of any such campaign.

VI.

6.1.1 Our Property

6.1.2 All patterns, dies, moulds or other tooling or materials, supplied by us or prepared or obtained by you for us at our cost

violation of the Services; and
5.3.7 not do or omit to do anything which may cause us or our Affiliates to lose any licence, authority, consent or permission required for our or their business.

5.4 You will observe all health and safety rules and regulations and any other security requirements that apply at any of our premises and ensure that your personnel are insured against all risks while working on our premises.

5.5 Without affecting any of our other rights or remedies, if you materially breach any of these Conditions OR any Goods (whether or not accepted in whole or in part) do not conform with Condition 5.1 during the longer of (i) your warranty period for the Goods and (ii) 12 months following Delivery OR any Services breach Condition 5.3, then we may:

5.5.1 terminate the Contract and any other existing Contracts immediately with notice;
5.5.2 require you, at our option, to promptly repair or replace the relevant Goods or reperform the relevant Services free of charge;
5.5.3 reject the Deliverables (in whole or in part) and require you refund the Price for the relevant Deliverables;
5.5.4 accept the Deliverables subject to an equitable Price reduction; or
5.5.5 at your expense, repair or have a third party repair the Goods or reperform or have a third party reperform the Services and you will indemnify us and our Affiliates against our Losses (including from any IPR Claims) arising from such breach.

5.5.6 Condition 5.5 will apply to any repaired or replacement Goods supplied under Condition 5.5.2.

5.5.7 If, as a result of any Goods not conforming with Condition 5.1 or Services not conforming with Condition 5.3 or otherwise representing an unreasonable risk of harm to the public or the environment, we determine a recall, removal or correction campaign ("campaign") is necessary or are required to carry out a campaign, we may implement such campaign and you will indemnify us and our Affiliates against all Losses incurred as a result of any such campaign.

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7. ASSIGNMENT OF IPR

7.1.1 This Condition 7 will apply if the Goods are to be made, modified or redesigned to our Specification. Any bespoke Specification or Work Product you create or have created for us will be treated as "Goods" for the purposes of this Condition 7.

7.1.2 We will own all present and future IPR (together with all economic and proprietary rights) in the Goods and our specification. Accordingly, you will not use our specification other than to manufacture the Goods for us. With full title guarantee, you:

7.1.3 assign to us all IPR in the Goods which subsist as at the date of the Contract;

7.1.4 assign to us (by way of present assignment of the future copyright) all future copyright in the Goods immediately upon its creation; and

7.1.5 agree to assign to us all other IPR in the Goods immediately upon its creation.

7.1.6 You will:

7.1.7 at your own cost, execute all such documents and do all such acts and things as we may request from time to time in order to secure our full right, title and interest in the IPR in the Goods; and

7.1.8 obtain the waiver of all moral rights (and any broadly equivalent rights in the Goods).

7.2 The exception to Condition 7.1.2 above is that any IPR in existing products, materials or data used to create Goods ("Existing Materials") will continue to belong to You (or your suppliers). You grant (and, where applicable, will ensure that your suppliers grant) to us, our Affiliates and our and their end customers a non-exclusive, perpetual, royalty-free, irrevocable licence to use and to have used Existing Materials which form part of any Goods.

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8. PRICE AND PAYMENT

8.1 As long as you perform your obligations in accordance with the terms of the Contract, we will pay the Price to you in accordance with Condition 8.

8.2 The only sums of money we will pay in connection with the supply of the Deliverables are the Price which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage, duties and delivery costs.

8.3 Any sum payable under the Contract is exclusive of value added tax, sales tax and/or goods and services tax (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) upon any supply made to us which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time but inclusive of all other taxes, fees and levies imposed from time to time by any government or other authority. The parties shall apply such taxes as per the applicable laws.

8.3.1 You may invoice us for the Price for the Goods following Delivery and for Services following completion.

8.3.2 Other than as set out in Conditions 8.3.4 and 8.4.1, invoices will be payable by us within 60 days of the date of receipt by us, plus the number of days until our next payment run. You will send invoices to the address specified in the Order.

8.3.3 No payment made by us will constitute acceptance by us of any Deliverables or otherwise affect any rights or remedies which we may have against you including the right to recover any amount overpaid or wrongfully paid to you.

8.3.4 We may withhold payment of any disputed sum until the dispute is settled.

8.4 If any undisputed sum payable under the Contract is not paid when due you may charge us interest daily on that sum at 3% per year subject to any maximum or minimum rate of interest on overdue invoices specified by applicable law, from the due date until the date of payment (whether before or after judgment).

8.4.1 We may set-off, deduct or withhold any liability which you have to us against any liability which we have to you.

9. TERMINATION

9.1 Without limiting any other right we may have to terminate a Contract, if you commit a material breach of these Conditions we may terminate the Contract and any other existing Contracts immediately with written notice. Any breach of Conditions 11, 12 or 15.9 will be deemed to be a material breach.

9.2 Without limiting any other right we may have to terminate a Contract, we may terminate the Contract immediately by giving you written notice if you (a) have a receiver, administrator or liquidator (provisional or otherwise) appointed; (b) are subject to a notice of intention to appoint an administrator or any other resolution on

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insolvency; (c) pass a resolution for your winding-up; (d) have a winding up order made by a court in respect of you; (e) enter into any composition or arrangement with creditors; (f) cease to carry on business; (g) are the subject of anything similar or equivalent to that set out in (a) to (f) under any applicable laws; or (h) you are subject to any change of Control, and you will notify us immediately upon the occurrence of any such event or circumstance.

9.2.1 Following expiry or termination of the Contract: any Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force; and

9.2.3 all other rights and obligations will immediately stop but will not affect any of your or our rights, obligations, claims and liabilities which may exist prior to the date of expiry or termination; and

9.2.4 each party will immediately stop using the other party's Confidential Information and will as soon as reasonably possible, if requested to do so, return to the other party all of the other party's Confidential Information (including all copies and extracts) in its possession or control or confirm its secure destruction; and 9.2.5 each party may keep any of the other party's Confidential Information which it has to keep to comply with any applicable law and Condition 9.2.4 will not apply to such Confidential Information. **Condition 11** will continue to apply to retained Confidential Information.

9.2.6 If we terminate a Contract, we may require you to deliver to us any supplies, materials or drawings produced or acquired by you for the terminated part of the Contract and we will agree, in good faith, on the amount payable for the same.

10. LIABILITY AND INSURANCE

10.1 You will indemnify us and our Affiliates against all our and their Losses arising from your breach of or negligent performance of or your failure to perform or delay in performing any part of these Conditions. We may, at our discretion, control the defence of any claim in respect of which you are required to indemnify us under a Contract.

10.2 Subject to **Condition 10.3**, we will not have any Liability to you for any (i) loss of profit, goodwill or revenue; or (ii) any indirect, consequential or special loss.

10.3 Nothing in these Conditions or any Contract will operate to exclude or restrict one party's Liability (if any) to the other (including for a person for whom it is vicariously liable):

10.3.1 for death or personal injury resulting from its negligence; 10.3.2 for its fraud or fraudulent misrepresentation; or 10.3.3 for any matter for which it is not permitted by law to exclude or limit its Liability.

10.4 The exclusions from and limitations of liability contained in these Conditions will apply after as well as before the date of expiry or termination of any Contract.

अभिवाद्य पराक्रम के परिपक्व (अस्पष्टता या अपराध) की निगमितता की है; (ख) आपकी प्राक्रम की निगमितता करने या दिलालिपि संबंधी किसी अन्य संरक्षण के आधार की सुचना के अधिकृतता माना जाता हो; (ग) आप अपने समापन हेतु संकल्प पारित करते हैं; (घ) आपके न्यायालय संघर्ष आपके संबंध में समापन आश्चर्य मिला हो; (ड) आप ब्राउज़र्स के साथ कोई संयोजन या तात्कालिकता करते हैं; (श) अपना न्यायालय समाप्त कर देते हैं; (छ) आपके किसी भी कानून के अंतर्गत (क) से (ि) निम्नलिखित शर्त के किसी पक्ष से संबंध या समायोजन माना जाता हो: या (ज) आपके नियमण में किसी भी प्रकार के परिवर्तन के विषय की भाषण माना जाता हो और आप किसी भी पक्ष के ऐसी दशा या स्थिति के होने पर हम तुरंत सूचित करेंगे.

10.2.1 अनुबंध का समाप्त से समापन के पश्चातः

10.2.2 कोई भी शर्त जो अनुबंध की समाप्ति या समापन के बाद अभिव्यक्त या अटैटिसित रूप से प्रामाणीय बन जाती है वह लागू रहेगी; और

10.2.3 सभी अन्य अधिकार एवं बाध्यताएं दुरदाय व समापन हो जाएंगी, लेकिन आपके या हमारे ऐसी किसी अन्य बाध्यताएँ, अअधिकार, दूसरी एवं दायित्वों को प्रामाणीय नहीं करेंगे जो समाप्ति का समापन की तारीख के पूर्व मौजूद रह सकते हैं; और

10.2.4 प्रत्येक पक्ष दुर्दाय पक्ष की गोपनीय सुचना का उपयोग करना तकनीक बन देंगे और यथायोग्य यथार्थी रूप से संवर क्षेत्र में यदि ऐसा करने का अनुमति किया जाता हो तो अन्य पक्ष की सभी गोपनीय सुचना (सभी प्रतियोजी और अवधारणा सहित) दुरदाय पक्ष को लौटाने देगा अनुप्रयोग यहाँ सुसंवर रूप से संचर किया जाएगा और प्रत्येक पक्ष दुरदाय पक्ष की किसी दूसरे गोपनीय सुचना रख सकता है जिसे उसे किसी लागू कानून के अनुसार रखना होता है और शर्त 9.1.6 ऐसी गोपनीय सुचना हेतु लागू नहीं होगी।

10.2.6 यदि हम अनुबंध को समाप्त करते हैं तो आपके अनुबंध के समापन वेश हेतु आपके दुरार उपयोग कार्य की आपातकालीन अभिव्यक्ति अर्थात्, अस्नाय या झोंक दूसरी धारणाओं में करणी होगी और हम सदाबह उस देव रास्ता पर सहमत होगे.

10.3 दाव्य और प्रभाव

10.3.1 हम आपके और हमारे सहयोगियों को इन सभी शर्तों के किसी भी हिस्से को कराए जाने पर आपकी दौरे या लापरवाह प्रदर्शन या आपकी चिन्तामणि से उत्पन्न होने वाले सभी हानियों के खिलाफ शपथपूर्त करेंगे। हम अपने विवेक से ऐसे किसी दूसरे पक्ष की प्रतियोगी या प्रतियोगी को जो किसी भी आपातकालीन अस्नाय या झोंक पंख दूसरी धारणाओं एवं उस लागू शर्त के होंगे।

10.3.2 इनमें से कोई भी शर्त या शरदार एक पक्ष के दावे (यदि कोई हो) को दुरदाय पक्ष (उस व्यक्ति किसी वे या उस स्थानीय रंग से उस्तादारी हो सहित) के लिए छोड़ते हैं या प्रतिविधि करने के लिए उपयोगिता नहीं किया जाएगा.

10.3.3 हम किसी ऐसे अन्य विवेक हेतु इसके द्वारा इसके दावापन को छोड़ने या सीमित करने हेतु अनुमति नहीं देंगे।
10.5 The exclusions from, and limitations of, liability set out in this Condition 10 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.

10.6 You will have satisfactory insurance cover with a reputable insurer to cover your obligations to us, including public liability insurance cover, for any potential liabilities arising from a Contract and any insurances required by law. You will provide evidence of your insurance coverage at our request.

11. CONFIDENTIALITY

11.1 Except as set out in Condition 11.2, each party will:

11.1.1 only use the other party’s Confidential Information for the purpose of performing its obligations and exercising its rights under the Contract;

11.1.2 keep the other party’s Confidential Information secret, safe and secure; and

11.1.3 not disclose the other party’s Confidential Information to any other person.

11.2 Each party may disclose the other party’s Confidential Information:

11.2.1 to the extent required by law, any court of competent jurisdiction or the rules of any government, public or regulatory body or any stock exchange; and

11.2.2 to its officers, directors, employees and professional advisers and, in our case, our Affiliates, agents and sub-contractors, who need the Confidential Information in order for that party to perform its obligations and exercise its rights under the Contract. A party disclosing the other party’s Confidential Information under Condition 11.2.2 will make sure that each person to whom it discloses that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this Condition 11.

11.3 Each party acknowledges and agrees that damages alone would not be an adequate remedy for breach of Condition 11 by that party. Accordingly, the other party will be entitled, without having to prove special damages, to injunctive relief, equitable relief and/or specific performance for any breach or threatened breach of Condition 11 by the first party.

12. ETHICAL CONDUCT

12.1 You will conduct your business ethically and lawfully and in accordance with our Supplier Code of Business Ethics (http://www.smiths.com/responsibility-supplier-code-of-business-ethics.aspx) or an equivalent code of ethics.

12.2 You represent and warrant that you and your subcontractors and suppliers do not use or permit unacceptable labour practices, such as child or forced labour, or unsafe working conditions and comply with all applicable labour and employment laws, regulations, standards and practices.
and conventions, including the UN’s Guiding Principles on Business & Human Rights and the International Labor Organization’s Conventions and any similar or equivalent laws applying in the jurisdiction in which we are registered.

12.3 You hereby acknowledge that you are aware of, and agree to comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the Foreign Corrupt Practices Act (FCPA) (and related regulation and guidance) and any similar or equivalent laws applying in the jurisdiction in which we are registered.

12.4 You represent and warrant that you only supply minerals to us and our Affiliates from sources that do not (i) contribute to conflict; and/or (ii) benefit or finance armed groups in the Democratic Republic of Congo or any adjoining country. You have adopted, and require your suppliers of minerals to adopt, conflict mineral policies and management systems.

12.5 You will permit us, and any person nominated by us, to have access to your premises, personnel, systems, books and records as we may require to verify your compliance with this Condition 12. We also reserve the right to inquire and investigate your conduct to satisfy ourselves of your compliance with this Condition 12 and to discontinue a business relationship with you if you or any of your officers, directors or employees is found to have breached any part of this Condition 12.
have regarding the Goods.

14.3 You will indemnify us and our Affiliates for all Losses arising out of any breach by you of this Clause 14.

15. GENERAL

15.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and, subject to Condition 10.3:

15.1.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made by the first party or any other person) which is not expressly set out in the Contract; and

15.1.2 nothing in Condition 15.1 will limit or exclude the liability of any person for fraud or fraudulent misrepresentation.

15.2 A party's delay in exercising, partial exercising or failure to exercise a right or remedy the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it.

15.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

15.4 Except to the extent otherwise specified in these Conditions, variations to the Contract must be agreed in writing and signed by both parties.

15.5 No partnership, agency or joint venture between the parties will be created by the Contract.

15.6 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

15.7 Each of our Affiliates will be entitled to enforce in their own capacity the terms of any Contract under which that Affiliate receives a benefit and we shall all be entitled to enforce such terms on their behalf.

15.8 Save as provided in Condition 15.7, the parties do not intend that any term of a Contract will be enforceable by any person who is not a party to it.

15.9 You may not assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or to sub-contract any of your obligations under the Contract. We may assign a Contract to our Affiliates.

16. GOVERNING LAW AND JURISDICTION

16.1 The Contract and any non-contractual obligations arising in connection with it are governed by the law of the jurisdiction in which we are registered or incorporated. The courts of such jurisdiction (and if applicable to the relevant jurisdiction any district in which we are registered) have exclusive jurisdiction to determine any dispute arising in connection with the Contract.
(और यदि किसी निर्देश निलेक्स में हम परम्परिक हैं के संबंधित क्षेत्राधिकार पर लागू है)
अनुसूच के संबंध में उपयोग किसी संरचना का प्रकाशक करने का निर्देश क्षेत्राधिकार है।