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 you to us 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 or 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;

1.3 references to a "person" include any individual, body corporate, partnership, government authority, agency or department, state or any other entity (in each case whether or not having separate legal personality);

1.4 any words following the words "include", "in particular" or any similar expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

1.5 an obligation on a party to procure or make sure the performance or standing of another person will be construed as a primary obligation of that party;

1.6 a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision; and

1.7 the English language version of these Conditions is the English language version shall prevail. In the event of any conflict, ambiguity or inconsistency between the English language version of these Conditions and any translated version, the English language version shall prevail.

2. CONTRACT FORMATION

2.1 A Contract is formed when we accept any quotation issued by you (verbal or written) by issuing an Order (whether or not there is a Framework Agreement in place) OR where you perform any act consistent with fulfilling an
Order submitted by us for Deliverables. We are not obliged to accept any quotation issued by you.

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 otherwise may 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.

3.6.1 reasonable restocking charge.

2.2.1 We are not obligated to accept any quotation issued by you.

2.2.2 If you notify us in writing before we place 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 you a fair and reasonable restocking charge.

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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 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 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 cost of storing them until the actual specified Delivery
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 to provide the Services;

5.3.6 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision 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.

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 (“Tooling”), will be marked with our name or as otherwise specified by us and will be and remain our exclusive property.

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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.

अथवा अन्य ऑर्जर या सामग्रियों (“ऑर्जर”), को हमारे नाम से आठवा हमारे द्वारा वित्तीय लिखित किए अनुसार अंतिम किया जाएगा और वह हमारी विशेष संयुक्त होंगी जिन्हें भी मान करने पर अच्छी हालत में लौटाना होगा।
7.1.2 अप अभिकष भी ऑर्जर तथा अपने खुद के ऑर्जर का वित्तीय लिखित करेंगे जो प्रदेश वस्तुओं प्रदान करने के उद्देश्य हैं। आपकी प्रदेश से वस्तुओं की अच्छी हालत में रखने के लिए अर्जर सुरक्षित और अच्छी हालत में रखने होंगे। सार्वे ऑर्जर अपने रंकों और अंतर भागानुसार से अघि रखने होंगे।
7.1.3 हमारे पास किसी भी ऑर्जर के लिए आपने लागत मूल्य का अंतिम किया जाएगा वही वह आपके निर्माण में होने के दौरान मूल्य या व्ययदर्शन है जो उसे दिया उद्देश्य के लिए बनाया गया है उसे पूरा करने में मामला होता है।
7.1.4 अप हमारे पूर्व लिखित अनुदेशों के अनुसार किसी अन्य तरीके से किसी भी ऑर्जर का निर्माण नहीं करेंगे। आप किसी भी समय ऑर्जर का प्रयोग नहीं करेंगे और या ही प्रदेश वस्तुओं की आपूर्ति करने के अलावा किसी अन्य उद्देश्य के लिए किसी दूसरे व्यक्ति को अंतिमता के नहीं देंने जब तक कि हमारे द्वारा पालन से लिखित सम्मान प्रदान नहीं की जाती है।
7.1.5 हमारे पास किसी भी समय आपके पारिस्थितिक प्रयोग करें और ऑर्जर हटाने का अंतिमता है और इसके लिए किसी अंतिमता अथवा किसी प्रकार की अंतिमता की जिम्मेदारी हमारी नहीं होगी।
7. वैदिक संदर्भ अंतिमता का कार्यरत
7.1.1 यह शर्त 7 लागू होगी जिसमें वस्तुओं को हमारी विशिष्टता के अनुसार बनाया, संशोधित किया या पूरा डिजाइन किया जाता है। किसी अनुदेश विशिष्टता का व्यय उद्देश्य जो आपके हमारे लिए बनाते हैं। वह बनाया यह इस शर्त 7 के उद्देश्य के लिए “वस्तुओं” के रूप में माना जाएगा।
7.1.2 वस्तुओं और हमारी विशिष्टता में सभी वर्तमान तथा भावी वैदिक संदर्भ अंतिमता (भावी आधिकारिक और संपत्तिक अंतिमताओं के साथ) हमारे होंगे। तब तुरंत, अप हमारे लिए वस्तुओं का निर्माण करने के अलावा हमारी विशिष्टता का प्रयोग नहीं करेंगे। पूर्वों शक्तिक गठन के साथ।
7.1.3 वस्तुओं में सारे वैदिक संदर्भ अंतिमता हमें निर्दिष्ट करें जो अनुमोद तथा तर्क को अंतिमता है।
7.1.4 वस्तुओं के सुजन के साथ ही इनके सभी भावी कार्यपत्र हमें निर्दिष्ट करें (भावी कार्यपत्र के वर्तमान कार्यक्रम द्वारा); और
7.1.5 वस्तुओं के सुजन के साथ ही इनके अन्य सभी वैदिक संदर्भ अंतिमता हमें निर्दिष्ट करने से सहमत हैं।
7.1.6 आप:
7.1.7 अपने खुद के साथ से, इससे किसी दूसरे व्यक्ति के लिये लिखित करने और इसका सभी कार्य और चीजें किया जितना हम वस्तुओं में वैदिक संदर्भ अंतिमता में अपने पूरे अंतिमता, शक्तिक तथा तर्क को सुनिश्चित करने के प्रयोजन से समय-समय पर अनुयोगी कर सकते हैं; और
7.1.8 सभी तैयार कार्यक्रम (और वस्तुओं में किसी बहुत समान अंतिमता) से पूछतांत करने।
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, each invoice will be payable by us within 60 days following the date on which the invoice is received by us. 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 insolvency; (c) pass a resolution for your winding-up; (d) have a winding up order made by a court in respect of you.

9.3 **You have to us against any liability which we have to you.**

9.4 **Dispute is which we may have against you including the right to recover any of any Deliverables or otherwise affect any rights or remedies.**

9.5 **Address specified in the Order.**

9.6 **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.**

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

9.3.2 **Other than as set out in Conditions 8.3.4 and 8.4.1, each invoice will be payable by us within 60 days following the date on which the invoice is received by us. You will send invoices to the address specified in the Order.**

9.3.3 **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.**

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

9.4 **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).**

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

8. **MUTUAL AND MUTUAL**

8.1.1 **In the event of any dispute arising out of or in connection with this Agreement, any party may give notice to each other and the other party that they wish to refer such dispute to arbitration in accordance with the rules of the Institution of Arbitrators.**

8.2 **In the event of any dispute arising out of or in connection with this Agreement, any party may give notice to each other and the other party that they wish to refer such dispute to arbitration in accordance with the rules of the Institution of Arbitrators.**

8.3 **The parties shall apply such taxes as per the applicable laws.**

9. **SUSPENSION**

9.1 **In the event of any dispute arising out of or in connection with this Agreement, and the parties are unable to agree on the terms of a settlement, the provisions of this Agreement shall continue to apply.**

9.2 **In the event of any dispute arising out of or in connection with this Agreement, and the parties are unable to agree on the terms of a settlement, the provisions of this Agreement shall continue to apply.**

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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.

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, consequent 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.

10.5 The exclusions from, and limitations of liability set out in this Condition 10 will be considered severally. The

निर्देशक की है: (ख) आपका प्रशासक की निर्देशक करने या दिशाप्रदायक संबंधी किसी अन्य संबंध के आधार की स्थूलता के अधिकारी माना जाता है; (ग) आप अपने समापन हेतु संबंध परिपत्र करते हैं; (घ) आपका व्यापारी द्वारा आपके संबंध में समापन आदेश निम्नलिखित है: (ड) आप ऊष्माणुदारों के साथ कोई संघटना या व्यवस्था करते हैं; (क) अपना व्यापारी समापन कर देते हैं; (ह) आपके द्वितीय ज्ञान के अंतर्गत (क) से (घ) तक निर्दिष्ट शर्तें की किसी पक्ष के समापन के समाप्त या सममान माना जाता है: (ज) आपके नियंत्रण में किसी पक्ष के परिचय में व्यवस्थापी माना जाता हो और आप किसी भी पक्ष की ऐसी दशा या स्थिति के होने पर हम तुरंत सूचित करें।

9.2.6 You will indemnify us and our Affiliates against all our and their liabilities which may exist prior to the date of expiry or termination; and 9.2.7 each party will maintain any of the other party’s Confidential Information (including all copies and extracts) 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 9.2.8 each party may keep any of the other party’s Confidential Information which it has to keep on properly 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, consequent 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.

10.5 The exclusions from, and limitations of liability set out in this Condition 10 will be considered severally. The
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 subcontractors, 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 such 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 conventions, including the UN’s Guiding Principles on Business & Human Rights and the International

11. गोपनीयता

11.1 सिविल में तहे 11.2 में तय किए अनुसार, प्रत्येक पक्षकर:

11.1.1 अनुबंध के तहत अपने कर्त्यां का निर्देशन करने और अपने अधिकारों का प्रयोग करने के उद्देश्य से दूसरे पक्षकर की गोपनीय सूचना का इलेक्ट्रॉनिक करेगा;

11.1.2 दूसरे पक्षकर की गोपनीय सूचना को गुप्त, तथा सुरक्षित रखेगा; और

11.1.3 दूसरे पक्षकर की गोपनीय सूचना के किसी अन्य व्यक्ति के सम्भार कुरासा नहीं करेगा।

11.2 प्रत्येक पक्षकर दूसरे पक्षकर की गोपनीय सूचना का खुलासा कर सकता है:

11.2.1 जिस सीमा तक कानून दुरार या समस्त कार्यान्वयन की किसी अदालत या किसी सरकार, सार्वजनिक और विनियमक नियम या किसी संघ बाजार के नियमों दुरार अपेक्षित है; और

11.2.2 अपने अधिकारियों, निदेशकों, कर्मचारियों और पेशेवर सलाहकारों और, हमारे मामले के, हमारे संबंध व्यवस्थापित, एजेंट्स और उप-ठेकेदारों को कर सकता है जिन्हें गोपनीय सूचना की आवश्यकता उस पक्षकर दुरार अनुबंध के तहत अपने कर्त्यां और अपने अधिकारियों का प्रयोग करने के प्रयोजनायों है। शर्त 11.2.2 के तहत सूचना का खुलासा करने वाला पक्षकर गुप्तित करेगा कि प्रत्येक व्यक्ति जिसे उस गोपनीय सूचना का खुलासा किया जाता है, कानूनी तथा सरकारी के सम्बंध से व्याप्त है जो इस शर्त 11 में तय किए जाते हैं के कारण के क्रम में नहीं करेगा।

11.3 प्रत्येक पक्ष मानना और सहमत होता है कि पहले पक्षकर दुरार शर्त 11 के लंबाई के लिए अपने हमारे पिछले उपयोग नहीं होगा।

12. मैत्रीक आचरण

12.1 आप आपके कारोबार मैत्रिक उपयोग के और कानूनी तत्वों से और हमारी आपूर्तिकर्ता मैत्रीक आचरण संहिता (http://www.smiths.com/responsibility-supplier-code-of-business-ethics.aspx) या समान मैत्रीक संहिता के अनुसार संचालित करेंगे।

12.2 आप प्रस्तुत करते हैं और आकाशन देते हैं कि आप और आपके उपकर्त्यां तथा आपूर्तिकर्ता अस्वीकार करेंगे कि आप या आपके उपकर्त्यां तथा आपूर्तिकर्ता अस्वीकार करेंगे कि आप या आपके उपकर्त्यां तथा आपूर्तिकर्ता की अनुकूलित स्थितियों, जैसे कि बाल या बच्चा फिर से, या कार्य की अनुशंसित स्थितियों, का प्रयोग नहीं करेंगे और अनुमति नहीं देंगे हैं और कारोबार तथा मैत्रीक आचरण संबंधी संयुक्त राष्ट्र के दिशानिर्देशक
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 such 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.

13. NOTICE
13.1 Notices and other communications provided for the purposes of a Contract will be in writing, in English and delivered by courier or by hand to the relevant party’s address as specified on the Order (or such other address which is notified to the other party in writing from time to time), in the case of a notice to us, marked for the attention of such person as we specify.

14. EXPORT / IMPORT / ECONOMIC SANCTIONS CONTROLS
14.1 You agree to comply with all applicable export controls and import and economic sanctions laws and regulations, including those of your country of incorporation, from where the Goods will be supplied, where the Goods will be received and any other relevant jurisdiction. You will also obtain, as required, and comply with all applicable government authorizations and their provisos in supplying the Goods. Without limiting the foregoing, you will not transfer any export controlled item, data or services provided by us in relation to the Contract, to include transfer to any persons, including those persons employed by or associated with, or under contract to you or you lower-tier suppliers, without the authority of an applicable licence, exemption or exception.

14.2 You will provide to us all information necessary to support any regulatory or government authorization requirements we have regarding the Goods.

14.3 You will indemnify us and our Affiliates for all Losses arising from any breach by you of this Condition 12.

14.4 You will also obtain, as required, and comply with all applicable government authorizations and their provisos inrelation to the Goods you have regarding the Goods.

14.5 By us in relation to the Contract, to include transfer to any persons, including those persons employed by or associated with, or under contract to you or you lower-tier suppliers, without the authority of an applicable licence, exemption or exception.

14.6 You will provide to us all information necessary to support any regulatory or government authorization requirements we have regarding the Goods.

14.7 You will indemnify us and our Affiliates for all Losses arising from any breach by you of this Condition 12.
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;

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 Affiliate receives a benefit.

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 obligations 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.

14.2 A breach of the Contract by you will limit or exclude the liability of any person or deal in any other manner with any of your obligations under the Contract.

14.3 A breach of this Condition 14 by the other party or any other person will limit or exclude the liability of any person or deal in any other manner with any of your obligations under the Contract.

15.1.1 Any such breach will be created by the Contract.

15.1.2 If any term of the Contract will limit or exclude the liability of any person or deal in any other manner with any of your obligations under the Contract.

16.1 Any breach of the Contract by you will limit or exclude the liability of any person or deal in any other manner with any of your obligations under the Contract.

16.1 A breach of the Contract by you will limit or exclude the liability of any person or deal in any other manner with any of your obligations under the Contract.