

Ecomak Systems Private Limited -Terms and Conditions of Purchase

COMPANY CONFIDENTIAL

Application of Terms. These terms and conditions (the "Terms and Conditions") apply to and govern all purchases of goods & services obtained or utilized by Ecomak Systems Private Limited ("Ecomak" or "Purchaser")

from ("Seller" or "Contractor"), as referenced in any purchase orders or statements of work executed by the parties (collectively, the "Purchase Orders"). The Terms and Conditions, together with the Purchaser Orders (collectively, the "Agreement") state the parties' final, entire, and complete agreement with respect to such services and goods and expressly supersede any conflicting terms and conditions set forth in any other document and all prior and contemporaneous agreements, understandings, statements, or representations, whether written or oral, and including any course of dealing established between the parties. Any terms contained in Sellers proposals, quotes, order acknowledgment, or invoice that are additional to or contrary to these terms are hereby rejected.

Time for Performance. TIME IS OF THE ESSENCE IN SELLER'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT. Ecomak Systems Private Limited is not bound to pay for goods or services delivered in advance of schedule or in excess of ordered amounts.

Purchase Risk. Notwithstanding anything contained in this agreement, if at any stage Purchaser feels that delay is taking place or likely to take place in the execution of agreement, the Purchaser shall have the rights to procure required equipment or part thereof from an alternate-sources at Seller's cost and expenses including incidental expenses. In such case Purchaser shall issue(s) notice informing exercising this option for the specified item and Seller shall stop processing and delivery of the specified item. This shall be over & above the Purchaser's right to claim liquidated damages towards late delivery.

Representations: The seller hereby represents, warrants and undertakes that it has the power to execute, perform and deliver this Agreement and comply with its obligations hereunder and have taken all necessary action (including corporate, statutory or otherwise) to authorize such execution, performance and delivery. The performance of their obligations under this Agreement will not violate any obligations of, or restrictions affecting it, under its constitutional documents, any contract or agreement binding on it, any judgment or decree binding upon it, or any law or regulation applicable to it. It also has got the valid approvals and consents required for providing the Services and Equipment

Scope of the Agreement. Seller intends to provide Ecomak Systems Private Limited with the specific goods and/or services described within the Agreement, and Ecomak Systems Private Limited agrees to pay for such goods and services under the terms of this Agreement. This Agreement does not create an exclusive arrangement nor obligate Ecomak Systems Private Limited to purchase in any minimum amounts. Nothing in this Agreement may be construed as obligating Ecomak Systems Private Limited to purchase a particular quantity, volume, or value of goods or services and this Agreement must not be construed as a "take-or-pay" agreement.

Term of the Agreement. This Agreement expires when performance under it is complete; however, the parties' rights and obligations that are intended by their nature to continue beyond the term of the Agreement, such as warranties, indemnification, and records retention, confidentiality obligations survive the Agreement's expiration or termination.

Cancellation for Convenience. Unless otherwise stated in the Purchase Order, Ecomak Systems Private Limited reserves the right to cancel this Agreement upon 30 days' written notice to Seller. Upon cancellation, Ecomak Systems Private Limited's sole responsibility is to pay for the goods and services that have been provided as of the effective date of cancellation. Seller is required to mitigate its damages.

Termination for Breach. If Seller is in breach of any provision hereof, Ecomak Systems Private Limited is entitled to terminate this Agreement upon written notice to Seller. If either party dissolves, becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of bankruptcy proceedings, whether voluntary or involuntary, including reorganization or receivership, the other party is entitled to terminate this Agreement immediately by written notice to the party presumed to be insolvent. If Ecomak Systems Private Limited terminates this Agreement because of Seller's breach, Ecomak Systems Private Limited is responsible to pay Seller only for the percentage of services completed and or goods delivered through the effective date of termination, less any damages allowed as stated within this Agreement, without regard to Seller's other expenses

incurred or profit anticipated.

MSDS's. Seller is responsible to provide Ecomak Systems Private Limited with all the applicable Material Safety Data Sheets ("MSDS") immediately upon the delivery of goods or materials to Ecomak Systems Private Limited's premises. Seller must maintain file copies of those MSDSs as well as any MSDSs provided by Ecomak Systems Private Limited to Seller.

Compliance.

(a) Seller must comply with all applicable laws, statutes, rules, and regulations regarding its activities under this Agreement.

(b) Seller, its employees, subcontractors, agents and representatives shall at all times fully comply with all applicable anticorruption or anti-bribery laws including but not limited to those that prohibit the offer or promise of, authorization to payer payment of money or giving of anything of value (money, goods, services, property, and favours but excluding mementos of nominal value directly or indirectly to any agent, representative, official, officer, director or employee of any government (including any employee of a state owned or controlled enterprise or union), any political party, political candidate or any private sector employee or their family or friends, or any other person or entity acting for or on behalf of such persons or entities, in order to obtain or retain business, to induce them to use their influence or to gain any other improper business advantage. If Seller suspects that any Ecomak Systems Private Limited employee, representative, or subcontractor has acted improperly or unethically in its transactions with Seller, Ecomak Systems Private Limited requests that Seller report that conduct using Ecomak Systems Private Limited's.

(c) Ecomak's Code of Global Business Ethics and Compliance Standards are applicable.

Prices. Fees or charges calculated on a periodic basis must be pro-rated for any partial periods of beginning or ending service or for the duration of any period in which services are abated. Unless otherwise stated in the Purchase Order, if the performance of this Agreement is intended to continue for longer than one year, then:

(a) Seller cannot increase its prices to Ecomak Systems Private Limited until the second year of the Agreement

(b) Seller may increase prices no more than once annually after the first year of the Agreement

(c) Seller must give Ecomak Systems Private Limited at least 90 days' prior written notice of any approved price increase.

Taxes & Duties: The Price as mentioned above are exclusive of taxes which will be reimbursed at actuals on submission of invoices, returns, payment details. The seller shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed in pursuant to supply contract and erection contract. Royalties and fees for patents covering materials, articles, apparatus, devices, Equipment or processes shall be deemed to have been included in the Contract Price. If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of order and on any payments due to the seller under the Contract other than tax on income, wealth or profits of the seller, Ecomak Systems shall reimburse the Seller, subject to proper verification, the amount of such taxes or duties lawfully paid and borne by the seller against proof of payment.

It is expressly agreed by the Parties that all the statutory liabilities including but not limited to payment of taxes (Direct & Indirect) etc. on particular transaction/s under these terms and conditions, shall be the liability of that party as per the applicable statute. For example; TDS will be borne by the party receiving payment / credit, GST by the party as per the GST legislation / Rules, etc. Each Party is liable to pay for all taxes imposed upon it by the respective tax authorities, having jurisdiction over that Party. Any liability arising on Seller's supply due to any dispute on the tax structure, calculations and payment to the government will be on Seller's account. Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Seller's account. The Seller should comply with all the provisions of GST Laws for the time being in force and all the compliance obligations casted on them as per the GST Laws for time being in force, so as to keep the Tax Compliance on the Government Portal (GST) high. Ecomak Systems shall have the right to terminate this arrangement (a) if the Seller has been black listed by Government of India in GST portal, and/ or (b) If GST compliance rating of the Seller is not satisfactory.

Payment and Invoicing. Before any payment may begin under this Agreement, Seller must provide Ecomak Systems Private Limited with any tax form or certification that Ecomak Systems Private Limited requires. Unless otherwise stated in the Purchase Order:

- (a) Ecomak Systems Private Limited will pay Seller the amounts due within agreed days after invoice approval
- (b) Seller is responsible for all of its costs and out of pocket expenses incurred in connection with its performance under this Agreement.

Status of the Parties. Seller is acting under this Agreement in the capacity of an independent contractor, and nothing contained within this Agreement may be interpreted or construed to create any relationship of employment, partnership, joint venture, or agency.

Confidentiality. In addition to and not in lieu of any other confidentiality agreement signed by Seller and Ecomak Systems Private Limited, both parties agree to treat as confidential all information supplied by the other party, and not in the public domain, in connection with the Agreement. Each party agrees to limit: (a) the use of such information to the performance of the Agreement and (b) the disclosure of such information to only those employees necessary on a need-to-know basis for the performance of the Agreement, unless prior written consent has been granted by the disclosing party to permit other use or disclosure. Each party shall return such information, and all copies thereof, upon the other party's written request. Seller shall not in any manner advertise or publish or release for publication any statement mentioning Ecomak Systems or the fact that Seller has furnished or contracted to furnish articles required by this Agreement. Seller/Contractor shall not be precluded from publicizing its achievements on the Works provided that purchaser shall have the right to review and approve such promotional materials for which approvals shall not be unreasonably withheld. The Seller agrees that its personnel present in the offices and premises of Ecomak Systems will agree and abide by the office discipline of Ecomak Systems and will ensure that such personnel shall comply with the provisions of confidentiality with respect to all information that come into their possession or that comes to their knowledge while being present in the offices of Ecomak Systems. The Seller shall also ensure that all its employees who are provided access to Ecomak Systems confidential information/proprietary information shall follow the confidentiality obligations imposed by Ecomak Systems on the Seller. The provisions of confidentiality shall survive the expiration/termination/withdrawal of the P.O

Intellectual Property.

- (a) Seller warrants that it has the rights to use (and transfer as necessary) the technology, facilities, know-how, and equipment that will be involved in the performance of the Agreement.
- (b) Ecomak Systems retains ownership of all intellectual property rights to all designs, drawings, blueprints, descriptions, specifications, samples, software, computer code or other materials being provided to Seller in connection with. Or developments made pursuant to, this Agreement.
- (c) Without Ecomak Systems' prior written approval, Seller must not:
 - (i) Use Ecomak Systems' name, brand names, trademarks, commercial symbols, or copyrighted text, or the names of Ecomak Systems' personnel, on Seller's website or in any publicity releases or advertising of any nature;
 - (ii) Represent, directly or indirectly, that any product provided, or any services performed, by Seller has been approved or endorsed by Ecomak Systems; or
 - (iii) Take or use photographs or images of Ecomak Systems property or of Ecomak Systems' personnel. The Seller indemnifies and shall reimburse and hold the Purchaser (the ultimate actual user) harmless of:
 - (i) all legal costs and expenses incurred by the Purchaser in assisting the Seller to defend any claim under the patent laws/intellectual property rights, and/or (ii) any awards for claim, awarded by a competent authority, and/or (iii) all the damages suffered by the Purchaser due to such infringement action taken and pursued by any third parties.

House-Keeping. Contractor shall ensure that a high degree of house-keeping is maintained and shall ensure inter alia, the following:

- a) All surplus earth and debris are removed/disposed off from the working areas to identified location(s)
- b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identified location(s).
- c) All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to identified locations.
- d) Roads shall be kept clear and materials like pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machinery.
- e) Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be

allowed on roads, which may obstruct the traffic movement.

- h) Utmost care shall be taken to ensure overall cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverised materials etc, shall be covered while moving within the plant area. In case of non-compliance of any of the above, ECOMAK shall have the liberty to get it done from some other agency at their risk and cost.

Equipment. The Seller will utilize the Equipment/Goods/Products ("Equipment"), if any provided by Ecomak Systems exclusively for the purpose of performing the Services covered under this P.O. The Seller shall carry out periodical maintenance of the above said Equipment, as per the instructions given by Ecomak Systems. The Seller shall be responsible for any wrong usage of Equipment and shall take all necessary precautions to avoid such instances. The Seller agrees that Ecomak Systems is the absolute owner of the Equipment and the Seller shall promptly return the Equipment to Ecomak Systems once all the services are completed or at any time as required by Ecomak Systems. The Seller shall be responsible for any damage caused to the Equipment due to any accident, mishandling and theft at the Seller's site. The Seller agrees to hold the Equipment in trust for and on account of Ecomak Systems and as the exclusive property of Ecomak Systems and that the Seller shall not create any charge, lien or encumbrance affecting the Equipment or do anything which would prejudice the interest of Ecomak Systems.

Insurance. The Seller shall ensure that their manpower deployed for performing the Services are duly covered by the protection given under various labour legislations. The Seller shall take necessary insurance coverage for all their manpower, who perform the services including, Workmen Compensation Insurance, Employees State Insurance; and other General Liability Insurance. Seller shall procure and maintain in full force and effect during the performance of these Terms and Conditions comprehensive General Liability insurance as will protect the Seller against all claims for bodily injury (including death) or property damage as may arise from performance of the services under these Terms and Conditions. Such General Liability coverage will include coverage for Products Liability (including complete operations), Contractual Liability, and Personal Injury Liability, Public Liability Insurance. Seller shall further procure and maintain Automobile Liability Coverage for any bodily injury (including death) or property damage which may arise from performance of the services under these Terms and Conditions, Seller shall obtain inclusion of Ecomak Systems Private Limited as an additional insured under such General and Automobile Liability policies. Seller shall provide Ecomak Systems with copies of a Certificate of Insurance confirming that the coverage is in force and will not be cancelled without thirty (30) days prior written notice to Ecomak Systems Private Limited

Force Majeure. A Force Majeure means an event or circumstance or combination of events and circumstances beyond the reasonable control of the Party that wholly or partly prevents or unavoidably delays an affected Party in the performance of its obligations under this Agreement. Neither party is liable for a delay or failure in performance of any part of this Agreement if the delay or failure is caused by:

- (a) Acts of governmental authorities, including agencies and political subdivisions;
- (b) Revolution, riot, or other civil disturbance or disorder, including acts of enemies or of terrorists;
- (c) Strike, or other dispute with or among labour unions;
- (d) Ecomak's plant closure;
- (e) Storm, fire, flood, pandemics, explosions, or acts of God;
- (f) Other cause not within the party's reasonable control.

If either Party is prevented from performing any of its obligations under this Agreement by such cases of Force Majeure, it shall give written notice to the other Party within 14 (fourteen) days of such occurrence to the events, describing the event and its effects supported by authentic evidences that are verifiable. The affected Party shall, having given notice, be wholly or partially excused performance of such obligation for so long as such Force Majeure prevents it from performing them. The affected Party shall use all reasonable efforts to minimize any delay in its performance of the Agreement as a result of Force Majeure Events. The Party unable to perform this Agreement due to the effect of Force Majeure Events occurrence may, after consultation with the other Party, extend the duration of this Agreement by a period commensurate to the time actually lost due to the Force Majeure occurrence. The other Party shall not claim compensation for the loss thus incurred. Notwithstanding the foregoing, Force Majeure shall not apply to any delay, default or failure (direct or indirect) in procuring the components and/or the materials for the manufacture of the Equipment by the Seller; and/or any delay, default or failure (direct or indirect) by the in any agreement entered into by it with any party including sub-contractor.

Governing Laws and Dispute Settlement: This Agreement is governed by the substantive laws of Maharashtra State, India without reference to its principles of choice or of conflicts of law. All disputes and differences arising out of the arrangement shall be finally resolved and decided by a Court of competent jurisdiction in Pune only. Any dispute arising out of or in connection with this Agreement including any question regarding the existence, interpretation, validity, frustration, novation, scope of the Agreement, performance of the Agreement, breach of Agreement, termination and consequences of termination of this Agreement shall be referred to and finally resolved by arbitration in accordance with the Rules of Indian Council of Arbitration (the "Rules") as amended and in force, from time to time. The costs, charges, fees and expenses of the arbitrator(s) shall be borne equally by the Parties to the arbitration, and save as aforesaid, the Parties shall bear its own legal and other costs. Arbitration proceedings shall be conducted in English language. The venue of any arbitration shall be Pune only. The Seller hereby waives all its rights to raise the defence of forum non-convenience or seek any restraint order/ other order/reliefs on any grounds from any Court/Tribunal on the encashment of the bank guarantees issued pursuant to this Agreement. If a provision of this Agreement is found to be unenforceable, then that provision either may be enforced to the maximum extent allowed by law or may be considered severed from this Agreement. Any unenforceable provision does not invalidate any other provision of this Agreement.

Audit: Seller must keep accurate records of all transactions in sufficient detail to enable Ecomak Systems to determine the amounts that it should be charged under this Agreement. At a reasonable time, and upon reasonable notice, Ecomak Systems Private Limited may audit Seller's records for the transactions handled under this Agreement. If Ecomak Systems Private Limited discovers any overcharges, Seller must reimburse Ecomak Systems Private Limited for the overcharges. If such overcharges exceed five percent of the correct charges, then Seller will be obligated to pay the costs of the audit.

Setoff: Ecomak Systems shall have the right at any time to set-off any amount owing by Seller/Contractor to Ecomak Systems or any affiliated company under this Agreement or any other contract, agreement, or purchase/change order between Seller/Contractor and Ecomak Systems Private Limited against any amount due or owing to Seller.

Training: The Seller shall, if required by Ecomak Systems Private Limited provide facilities for the practical training of Ecomak Systems Private Limited's engineering or technical personnel from India and for their active association on the manufacturing process throughout the manufacturing period of the Contract/Equipment, the number of such personnel to be mutually agreed upon.

Quality: The Goods shall be free from any defects, design and workmanship and shall comply with all applicable ISO norms and regulations. Ecomak Systems has the right to reject any or all the Goods supplied by the Seller against all or any of the P.O., if on inspection the Goods found to be:

- Made of any inferior material, quality or standards not approved by Ecomak Systems;
- Not as per the specifications provided by Ecomak Systems;
- Received in broken and or in damaged condition;
- Not to the satisfaction of Ecomak Systems;
- Goods delivered in excess of the quantity ordered in the P.O.

The Seller shall remove the rejected Goods within two weeks from the date of intimation from Ecomak Systems. In case the Seller fails to collect the rejected Goods within the 2 weeks, Ecomak Systems will have the right to scrap the Goods. Ecomak Systems will have no liability whatsoever in respect of such scrapped Goods.

The entire costs and consequences that may arise on rejection mentioned above for all or any Goods supplied by the Seller shall be borne only by the Seller without any cost, claim, charge, lien and or consequences accruing to Ecomak Systems.

If Goods are not within the specifications and due to urgency Goods are rectified as indicated by Ecomak Systems's inspection report, extra inspection and rectification charges incurred by Ecomak Systems shall be recovered from the Seller.

In case of defective Goods, without prejudice to any other rights available to Ecomak Systems, Ecomak Systems shall have the right to reasonably elect to demand any of the following remedies according to the specific circumstances:

- repair, rework or replace the defective goods at Seller's cost; or
- abatement of the purchase price in proportion of the reduced value and seek refund of the reduced value from the Seller if the purchase price has already been paid; or
- adjust the value of defective Goods against return of any money

payable to the Seller; or
d) execution by Ecomak Systems itself or through any third party of the remedies in (a) above and seek reimbursement of any related costs incurred by Ecomak Systems from the Seller.

Latent Defects: Upon completion of the Warranty Period, if Ecomak Systems detects or finds any Latent Defects, as defined herein below, in the Equipment or Material thereof, which could not be determined on reasonable examination prior to or during the Warranty Period, Ecomak Systems Private Limited shall for a period of four (4) years from date of such competition, be entitled to replacement / rectification of such Latent Defect. Such rectification/replacement shall be undertaken by the seller at its own costs, charges and expenses within fifteen (15) days of intimation of such Latent Defect by Ecomak Systems Private Limited. Latent Defect for the purpose of this clause shall mean and include any defect that, (i) significantly affects the operation or output of the Equipment, or (ii) Arises as a result of any act or omission on the part of the Seller which could have been reasonably foreseen or avoided by the Seller. Latent Defect shall not include those defects which (i) at the time of discovery of the defects, the repair or replacement is already contemplated under the recommendations contained in the operating and maintenance manuals, or (ii) have occurred due to the operation of the Equipment in manner other than that advised in the final operation and maintenance manual submitted by the Seller to Purchaser or (iii) arises from fair wear and tear.

Responsibility of Completeness: All fittings or accessories which may not be specifically mentioned in the tender specifications of the Agreement but which are necessary, are to be provided by the Seller without extra charge and the Equipment and instruments must be completed in all respect. Special tools required shall be included with offer of supply. Any left out tools shall be property of Purchaser.

Relationship: Nothing in this Contract shall be deemed to constitute either party as a partner, agent, joint venture or employee of or with the other party. Each party is an independent entity retaining complete control over and complete responsibility for its own operations and employees. Neither party shall have the right or authority to assume or create any obligations or commitments on the other party's behalf.

Indemnity: In addition to the indemnities covered elsewhere in this Agreement, the seller further agrees to indemnify and to keep Ecomak Systems harmless from and against any actual or potential liabilities, damages, interest, penalty and costs to Ecomak Systems arising from any breach of covenants relating to Anti-profiteering & GST Input Credit Laws. The seller agrees that indemnity shall survive the termination / expiry of this Agreement, howsoever occurring. Indemnity clause is to safeguard the Ecomak Systems in case of any non-compliance by the Contractor/Seller. The Seller shall be liable and responsible for any claim involving death or bodily injury or damage to property that arises out of or in connection with Services or their use by Ecomak Systems, the Seller will indemnify Ecomak Systems in respect of such claims, unless they arise by reasons of negligence by Ecomak Systems.

Limitation of Liability. The parties shall not be liable for any liability for any reasons whatsoever, unless expressly stated in the Agreement. Accordingly, the rights and remedies provided for under the Agreement are final and exclusive and shall not be modified changed or amended. Notwithstanding anything to the contrary provided for by the applicable law or contained or implied in this Agreement, neither Party shall in no event, whether under and/or in connection with this Agreement or the performance or non-performance thereof or as a result of breach of Agreement, breach of warranty, be responsible or held liable towards the other for any indirect and/or consequential, incidental, prospective, remote, special or speculative damages.

Warranty: The seller agrees, undertakes and warrants that it shall promptly and in no event later than fifteen (15) days from the date of receipt of the written intimation from the Ecomak Systems Private Limited, rectify at its own costs, charges, efforts and expense, and to Ecomak Systems satisfaction, any defect in or damage to the Equipment or Services or to any portion thereof, which may become apparent during warranty period. Any replacement or repair of the defect in Equipment or deficiency in Services shall render the seller liable to provide and commence a fresh Warranty Period (for the entire Duration) covering such rectified/replaced Equipment. In the event the seller fails/neglects to rectify/replace the defect in the Equipment or deficiency in the Services during such Warranty Period, the Purchaser shall without further recourse to Seller, be entitled to invoke the Performance Bank Guarantee. If the Seller fails or refuses to fulfil its obligations under

Ecomak Systems Private Limited - Terms and Conditions of Purchase

COMPANY CONFIDENTIAL

warranty, Ecomak Systems may, in addition to exercising any other rights available to this arrangement, law and/or equity, at its option elect to have the defective Goods/Services replaced, repaired or corrected or by any third party, and the Seller shall in such an event reimburse Ecomak Systems for all costs and expenses incurred in connection with such repair, replacement, correction or performance. In the event repair, replacement, correction of the defective Goods/Services is not reasonably possible, the Seller shall provide refund for the price of the defective Goods/Services. Seller further warrants that it has valid title to the Goods/Services and will deliver them free and clear of all liens and encumbrances, and that the Goods/Services will not infringe the patent, copyright or other intellectual property rights of any third parties.

Design & Drawing: Designs shall be provided by either Party to the other for its review and approval, as stated in the Agreement. Unless otherwise stated in the Agreement, each review period shall not exceed 21 days ("Review Period"), calculated from the Date on which the Party receives the Designs stated to be ready for review. Review of Designs does not relieve the seller of his responsibility the Design and engineering of the Equipment and the obligation to provide Equipment and Materials fit for the purpose of the Purchaser. The Seller shall carry out and shall be responsible for the development of the Design in accordance with the Agreement.

Packing: The packaging requirement should comply with terms applicable for transporting through the vessel as specified by the vessel owner. The seller shall be liable and responsible for the Equipment being sufficiently and properly packed, for transport by rail, road, sea, and/or air and/or any combination of above, so as to ensure their being free from loss or damage during transportation till arrival at the destination. Should it be proved that the Equipment are damaged and/or lost for reasons attributable to improper packing or inadequate protective measures, the Seller shall be liable for free replacement of the same.

Transportation: The Seller shall arrange safe and reliable transport of the goods through reputed and IBA approved transporter. The Seller shall transport the Goods with a safe and reliable transporter, who shall adhere to all safety norms and regulations relating to transportation of Goods.

Insurance shall be a comprehensive insurance, covering shortages and any kind of damage to the Goods and shall also cover any losses or damages to any third party claims against Ecomak Systems. Any kind of damage made to Ecomak Systems' property by the Seller's personnel during the time of loading/unloading of the Goods, the same should be made good by the Seller free of cost to Ecomak Systems' satisfaction or Ecomak Systems' will rectify and rectification charges will be recovered from Seller.

Follow-up & Inspections by Purchaser: The seller shall be liable for itself as well as for its subcontractors for all controls and inspections verifying the due fulfillment of its obligations and undertakings as stated in the Purchase Order. Moreover, the Seller shall provide the Ecomak Systems on a regular basis with a progress report on the studies, procurement, manufacture and/or performance of the WORKS AND/OR EQUIPMENT as well as a statement of all faced problems and corresponding corrective actions and measures carried out or proposed in relation thereto. Ecomak Systems may, at its own expenses and during working DAYS, perform any inspection related to any Purchase Order either in the seller's workshops, in the ones of the sellers' subcontractors or on SITE. The time, duration, and conditions of such inspections shall be mutually determined by the PARTIES

Notices. Any notices required under this Agreement must be in writing and be sent to Seller at the address shown on the Purchase Order or to any other address either party substitutes by written notice. Notice must be given in a way that will establish proof of delivery.

Assignment. Seller must not assign this Agreement, nor any portion of it, without Ecomak Systems Private Limited's prior written consent. Ecomak Systems is entitled to assign this Agreement to any affiliate or any other party that agrees to honour the terms hereof. This Agreement binds and benefits the parties and their respective representatives, successors, and permitted assigns.

Modifications and Waiver. The Terms and Conditions and any Purchase Order shall not be modified, varied, or supplemented by any course of dealing, usage of the trade, or otherwise, except by a writing signed by authorized representatives of both Ecomak Systems Private Limited and Seller. ANY TERMS AND CONDITIONS CONTAINED IN ANY OFFER TO SELL,

QUOTATION, ACCEPTANCE, ORDER ACKNOWLEDGEMENT, INVOICE, PROPOSAL, OR OTHER DOCUMENT OF SELLER WILL NOT CONSTITUTE A PART OF THE AGREEMENT AND ARE HEREBY REJECTED UNLESS SUCH TERMS AND CONDITIONS ARE SPECIFICALLY AGREED TO IN A WRITING SIGNED BY AUTHORIZED REPRESENTATIVES OF BOTH ECOMAK SYSTEMS PRIVATE LIMITED AND CONTRACTOR. The signature of an employee of Ecomak Systems Private Limited on a document presented by Seller in connection with the delivery of any goods or services shall only constitute acknowledgement that such goods or Services have been delivered and shall not constitute Ecomak Systems Private Limited's assent to any terms and conditions different from or in addition to those stated in the Terms and Conditions, notwithstanding anything to the contrary contained in any document provided by Contractor. Any other terms and conditions contrary to or different from these terms and conditions shall not apply and be a part of the P.O. between the Parties even if they were not rejected explicitly in any individual case, unless otherwise specifically agreed in Written Form.

Entire Agreement. This Agreement states the complete, exclusive, and final terms of agreement between the parties regarding its subject matter. It supersedes all prior and contemporaneous agreements, understandings, negotiations, proposals, letters, e-mails, and representations, whether written or oral, and including any course of dealing established between the parties. No rights or liabilities under this Agreement shall be assigned by any of the Parties without the prior written consent of the other Party. Any provision of this Agreement, which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof

To acknowledge their agreement, the parties' duly authorized representatives have signed below:

Title: _____

Date Signed: _____

Seller: [_____]

Title: _____

Date Signed: ____/____/____

By: _____