

GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF GOODS

For the purpose of this “**General Terms and Conditions for Procurement of Goods**” (GTCCG) the following words shall have the respective meaning assigned to them:

1. Definitions:

- a) “**Company**” or “**Buyer**” means, with all its grammatical variations, “Wacker Metroark Chemicals Private Limited”; and
- b) “**Vendor**” includes any person, including any legal person, whether incorporated or not, supplying goods(s) to the Company and includes all its men, agents, assignees, other vendors, sub-vendors if any, etc., working on its behalf and/or in any way related to the purpose of this **Contract**.
- c) “**Contract**” means and includes any agreement and/or any purchase order issued by the Company to the Vendor for supply of goods, and/or any other related purpose(s), and shall be *deemed to* include this **GTCCG**.
- d) This **Contract** shall be deemed to be accepted by the Vendor when the Vendor conveys his acceptance of this contract.
- e) “**Month**” and “**year**” shall mean month and year as per English calendar.
- f) The terms “**Laws of the Land**”/ “**relevant laws in force**” and /or all cognate terms referring to laws in the Contract shall mean the prevailing laws of India including any regional amendments applicable where the Company’s plant(s), site(s), office(s) are situated.
- g) For the purpose of this Contract, any reference to “**bodily injury**” including all its cognate terms, shall be deemed to include any kind of disablement whether permanent / temporary and/or partial / full.
- h) **Goods(s)** means the goods(s) to be supplied in terms of the Contract.
- i) **Defects** in the goods include any deviation from the agreed specifications, including packaging specifications.
- j) **Specifications** of the goods includes the agreed quality, quantity, packaging, labelling etc., of the goods.
- k) **MSDS**: Material Safety Data Sheet.
- l) **CoA** means ‘Certificate of Analysis’.
- m) **TDS** means ‘Technical Data Sheet’.
- n) **Batch no**: Unique number assigned to every batch of goods manufactured and expressly mentioned on the label and/or goods packaging and/or at such place as applicable, to identify the goods.
- o) **Insolvent/bankrupt** shall have the same meaning assigned to them as per relevant Indian Laws.
- p) **Hazardous substance** can be any item or agent—of biological, chemical, radiological, or physical nature—that causes harm to humans, animals, or the environment. This

can be the result of its interaction with other factors or its own properties.

- q) **Site** means the place of delivery of the goods;
- “Company” and the “Vendor” are individually referred to herein as party and jointly as parties.
 - References to a Party or a person shall include their respective successors, assignees or transferees (to the extent assignment or transfer is permit-*ted* under this contract).
 - The definitions/interpretations of the terms mentioned in clause 1 shall be deemed to include their cognate terms as well as their grammatical variations.
 - Terms defined in clause 1, which are separated by “/”, unless repugnant to the context, shall be deemed to be used interchangeably for the purpose of this contract.
 - The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this contract to any person or persons or circumstances as the context otherwise permits.
 - The descriptive headings of Clauses are inserted solely for convenience of reference and are not in-tended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this contract.
 - References to the word “includes” or “including” are to be construed without limitation.
 - Reference to a person includes a body corporate, an incorporated body or other entity.
 - The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used, mean and refer to this GTCCG as well as any duly executed contract, inclusive of this GTCCG and not to any particular Clause of this contract.
 - The term “Clause” and “Sub-clause” mean and refer to the Clause and Sub-clause of this GTCCG as well as any duly executed contract, inclusive of this GTCCG.
 - References to any law, statute or rules shall include references to such law, statute, or rules, as it may be amended, supplemented, or re-enacted from time to time.
 - Words and abbreviations which have well known technical or trade/commercial meanings are used in the contract in accordance with such meanings.

2. Obligations of the Vendor

- a) Vendor shall supply the goods in the plant(s) / factory(ies), site(s) and/or office(s) of the Company situated at different locations, as per requirement of the Company.
- b) The goods which has been requisitioned, and to be supplied accordingly, as per the said Contract, should comply with the agreed specifications.

- c) The Vendor shall also ensure that the goods to be supplied should be properly packed to avoid any damage to such goods.
- d) The Vendor shall ensure that the goods are properly labelled and the relevant details of the goods including but not limited to batch no., date of manufacturing, quantity, volume and weight details, expiry date, any warning regarding the goods etc. is clearly mentioned on the goods label and/or packaging of the goods.
- e) The Vendor, wherever applicable, shall also provide the MSDS and COA for such goods(s) to be supplied in terms of the Contract. The Vendor, wherever applicable, shall always inform the Company in writing about any specific usage and storage conditions of the goods.
- f) The Vendor, wherever applicable, shall also maintain the samples of every batch of the goods(s), which are supplied from time to time, for the entire shelf life of the goods or at least 3 months from the date of dispatch of such goods, as may be applicable, and provide such samples as and when required by the Company.
- g) The vendor shall ensure that the supplied goods(s) while received at the Company's premises should have a minimum / at least half of the goods' shelf life remaining. In exceptional cases, when such minimum shelf life cannot be complied with, the Vendor must provide prior specific intimation in writing for Buyer's approval for such deviation from the minimum shelf life.
- h) Vendor shall obtain all statutory licenses / permissions / NoC as applicable for the purpose of this contract. It shall also without fail timely submit all the periodic returns as may be required under the relevant laws of the land. The Vendor shall, on receipt, immediately provide copies of all the statutory licenses / permissions / NoC, challans, proof of the returns filed, related to its goods supplied pursuant to this contract and any other documents, as may be required by the Company from time to time.
- i) The Vendor shall also ensure to always comply various established industrial standards (*GMP guidelines, ISO 9001:2015, ISO 14001:2015, ISO 22716, SA 2018, SEDEX META, HAS23000 etc.*), while performance of its obligations / functions as per this contract and/or work order.
- j) Vendor shall ensure compliance with Company's Supplier Code of Conduct that may be enacted and made available in Company's Official Website as well as may be provided as a physical copy on demand.
- k) Vendor undertake that it shall comply fully with all safety provisions as required under relevant applicable laws as well as internal policies made therefor for fulfilling its obligations under this contract.
- l) Vendor shall not employ child labour (who is under 18 years age) for any work and/or do anything in violation of the principles of human rights.
- m) Vendor shall be solely and absolutely responsible and liable for death or any kind of bodily injury whatsoever, on account of any accident in the course of performing its obligations under this contract or otherwise at all times during the currency

of this contract in respect of its personnel / employees. In the event the Company is made liable to pay any statutory payments, damages, compensation and/or any payment whatsoever in respect of such employee, Vendor hereby covenant and undertake to hold harmless all the Directors and/or employees of the Company and agree to reimburse all such damages, compensation and/or any other payment on demand from the Company at actuals.

- n) Vendor hereby covenant and undertake to hold harmless all the Directors and/or employees of the Company and agree to indemnify all such damages, compensation and/or any other payment, if any, paid by the Company for any violation whatsoever while performing Vendor's obligations under this contract.
- o) Vendor, its Supervisors, its employees and any one acting under and for Vendor for the purpose of this contract shall maintain strict confidentiality of the information belonging to or related to the Company that may have come into its/their possession or knowledge by virtue of the goods supplied by them under this contract from time to time and such information shall not be divested or disclosed to any-one /third party under any circumstances whatsoever. Vendor hereby acknowledges that it is highly improbable to quantify the loss/damage for any violation of this clause and money may not be adequate remedy. Notwithstanding anything contained anywhere in this contract, Company reserves the right to resort such legal actions as it may deem fit and proper.
- p) Vendor who alone is responsible for discipline of its employees and shall ensure that its employees, while carrying out its obligations under this contract, comply with all required standards of cleanliness, decency, decorum, safety and general discipline, compliances, policies and directions.
- q) It is hereby agreed and declared that for the purpose of this contract, Vendor is an independent contractor and all its employees liable to execute its obligations under this contract, will do so strictly under the supervision and control of Vendor alone. Nothing contained herein shall be construed to form any agency, joint venture, partnership, employer-employee and principal - agent relation, between the parties herein.
- r) Vendor undertakes that all the personnel deployed by it for carrying out the obligations under this contract shall be its own employees and under no circumstances and on no account, the employees of Vendor shall be construed or deemed to be the employees of the Company.
- s) It is only Vendor alone who shall be responsible for all issues of employment, non-employment, of disputes arising out of employment, with respect to its personnel.
- t) Vendor shall not sub-contract and/or assign any manner whatsoever any of its obligations, including any part thereof, under this contract without prior permission of the Company.

3. Payment Terms & Taxes:

- a) Payment shall be made only on presentation of appropriate original invoice(s)/proforma invoice(s), as applicable, unless otherwise agreed between the parties.
- b) Invoice (s) for a month, wherever applicable, to be presented within first seven days of the subsequent month.

- c) Credit Limit and Credit Period shall be as specified in the Contract.
- d) Vendor shall supply its GST number, PAN number and any other document that may be required by the Company for the purpose of taxes and outgoings.
- e) Vendor shall, within seven days of submission of invoice(s) with the company for payment, accurately upload data of such submitted invoice(s) in the relevant form(s) as mandated by the prevailing GST laws and/or any other tax laws. The Vendor hereby acknowledge and confirm that in case it fails to upload such submitted invoice(s) details in the relevant form(s) as mandated by prevailing GST and/or other tax Laws, the payment of such invoice(s) as well as any other pending and future invoices may be withheld/suspended notwithstanding any agreed/prescribed credit period and/or credit limit, till such invoice(s) data has been accurately uploaded as mentioned above.
- f) The Vendor hereby acknowledge and confirm that, as per statutory mandate, the Company shall deduct the applicable taxes from the amount payable to the Vendor against invoices submitted by it. The Company shall issue necessary certificates to the Vendor against any such taxes deducted by it.

4. Delivery terms:

- a) **Rolling forecast:** as per mutually agreed terms mentioned in the Contract;
- b) **Lead time for order issuance:** as per mutually agreed terms mentioned in the Contract;
- c) **Order Confirmation Time:** as per mutually agreed terms mentioned in the Contract;
- d) **Lead time for delivery:** as per mutually agreed terms mentioned in the Contract;
- e) **Incoterms:** as per mutually agreed terms mentioned in the Contract;
- f) **Insurance of the Goods supplied:** as per mutually agreed terms mentioned in the Contract;

Every order once confirmed by the parties shall be binding;

Any short supply, except for force majeure, should be informed in advance with at least 65% of the lead time for delivery remaining.

5. Warranty:

- a) The Vendor hereby warrants that the goods to be supplied should be free from all encumbrances and a clear title of all the goods supplied under this Contract shall pass to the Company.
- b) The Vendor hereby warrants that the goods shall be free from defects and it shall supply the goods as per the specifications agreed between the parties.

The Vendor hereby pledges that the goods to be supplied shall strictly conform to the established industrial standards as mentioned hereinbefore.

6. Liability:

- a) The Vendor hereby acknowledge and confirm that it shall be solely and absolutely liable for any deviation from the specifications and/or for any defects in the goods supplied, notwithstanding anything contrary contained anywhere.
- b) The Vendor shall be liable to take relevant insurance of adequate amount for making good / indemnifying against any such liability arising, including any damage and claims, sustained/suffered and/or accrued to the Company, due to defects in the goods supplied by the Vendor.
- c) For any negligence of the Vendor regarding the goods supplied, including defects in the goods, as well as supply of the same, as mentioned in this contract, the Vendor shall be liable to replace the goods or refund in full the invoice price of such goods supplied. Any goods supplied under this contract should be adequately insured and covered by the Vendor under goods liability insurance to cover any loss and/or damages accrued by the buyer due any defects in the goods and/or supply of the goods. If the Vendor does not have / refuses to take such goods liability insurance, then the Vendor must inform the Buyer prior to execution of contract.
- d) For any gross negligence of the Vendor regarding the goods supplied, including defects in the goods, as well as supply of the same, as mentioned in this contract, it shall be liable to indemnify in actual for all direct loss and/or damage, over and above any damages and/or compensation as may be prescribed under relevant laws of the land.
- e) Company shall not bear the costs of access for Vendor's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Company's facility), de-installation, decontamination, re-installation and transportation of defective goods to Vendor and back to Company. Company may charge the cost of production losses in terms of money due to defective goods based on calculation done according to best practices.
- f) The Vendor shall not be liable for any consequential loss, including any loss of profit.
- g) The period in which claims are to be brought by the Buyer is maximum 36 (thirty-six) months, unless a longer regulation applies by law, calculated from the time of transfer of risk or acceptance, unless otherwise specified. Furthermore, claims arising from defects of title shall in no case become statute barred as long as the third party can still assert the right, especially in the absence of any law in this regard, against the Company.
- h) In the event of significant defects, the statutory period of limitation shall begin to run again upon rectification; this shall also apply to parts which are functionally connected with the defective part and where a damaging influence by the defective part cannot be excluded.
- i) In the event of timely notification of defects, the statute of limitations for the Company's claims shall be suspended as

long as the Vendor has not finally and explicitly rejected them in writing.

7. Legal and Compliances:

- a) This contract shall be governed by the laws of India, inclusive of all amendments to such laws, including regional amendments, if any, as applicable, where the Company's plant(s), site(s), office(s) are situated.
- b) Vendor shall fully comply with all relevant applicable laws and regulations, including but not limited to such laws regulating the protection of the environment, human rights, social security and to obtain and maintain all mandatory and/or necessary permit, licenses or similar, which are required while fulfilling its obligations under this contract.
- c) Vendor shall be liable to comply with all the obligations, statutory or otherwise, in relation to this contract failing which Company reserves the right to take such action as it may deem fit and proper.
- d) Vendor, and its employees, while fulfilling its obligations under this contract, shall abide by the policies, guidelines and code of conduct which are in force in the Company, and/or that may be implemented by the Company, from time to time. Company, on demand by the Vendor, shall be liable to provide policies, guidelines and code of conduct which are in force in the Company to the Vendor.
- e) In the event if Vendor fail to comply with any of the provisions of the Statutes applicable to it and/or the Company happens to incur any expenditure including but not limited to defend any litigation or in compounding the default on the part of Vendor to comply in with the said provisions, Vendor shall indemnify the Company to the extent of such expenditure and all other damages, losses as may be estimated by the Company and the Company shall have the right to recover any such sum from Vendor and take actions against Vendor accordingly.
- f) The Vendor is obliged to insure itself to a sufficient extent against risks arising from this Procurement Contract at its own expense, in particular by taking out business and goods liability insurance and public liability, including environmental liability, insurance. The Vendor's contractual and statutory liability shall remain unaffected by the scope and amount of its insurance cover.
- g) The Vendor guarantees they will not do anything which may infringe or interfere with any intellectual property rights or other rights of third parties which could exclude or restrict their use and exploitation by the Company. If the Vendor becomes aware of respective intellectual property rights, or other rights of third parties, in relation to anything which might affect the Vendor's performance under this Contract, the Vendor shall notify the Company of these in writing without delay.
- h) Vendor undertakes to hold harmless all the Directors and/or employees of the Company and shall indemnify and keep the Company fully indemnified, from and against all claims, demands, actions, suits, and proceedings, whatsoever, that may be brought against the Company by or on behalf of any person, body or authority, whatsoever and all duties, penalties, taxes, losses, damages, cost, charges and expenses and all other liabilities of whatever nature which the Company may now or hereafter be liable to pay, incur or

sustain for failure of the Vendor to abide by its obligations as contained in the Contract and by virtue of any act of negligence, commission or omission by the Vendor.

- i) The parties shall endeavour to settle amicably any dispute arising among the parties herein within a maximum of 45 (forty-five) days from the date of arising such dispute. If any dispute arising between the parties could not be settled amicably within the aforesaid stipulated period, recourse may be taken to legal proceedings before competent courts in the state of West Bengal having jurisdiction regarding such dispute. The parties may also mutually refer any dispute to arbitration. Arbitration shall be as per 'The Arbitration and Conciliation Act, 1996' and the *Rules* thereunder, as amended from time to time. The Seat of Arbitration shall be in **Kolkata** and the language for arbitration proceedings shall be **English**. The decision of the arbitration panel shall be final, binding and conclusive upon the parties. To the extent not otherwise provided in this Contract, either party may seek any and all rights or remedies to which it may be entitled at law or in equity. The arbitration panel may grant any remedy or relief in accordance with the Agreement and, unless otherwise provided in this Agreement, any right or remedy available at law or equity. Either party may, with respect to any claim, apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interlocutory equitable relief. The arbitration panel shall have the authority to modify any court order granting such interlocutory relief and such court order shall remain in full force and effect until so modified. Any order, award or decision of the arbitration panel may be enforced in any court of competent jurisdiction.
- j) Vendor, their respective directors, officers, and to Vendor's best knowledge, employees, agents, affiliates or other persons acting on behalf of Vendor should comply with the anti-trust, money laundering and anti-corruption statutes of all applicable jurisdictions (including, but not limited to, (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended, and (ii) the U.K. Bribery Act of 2010), the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency or any jurisdiction (collectively, the Anti-Corruption and Anti-Trust Laws), in each case above as applicable to Vendor, and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving Vendor or each of their respective directors, officers, employees, agents, affiliates or other persons acting on behalf of Vendor with respect to the Anti-Corruption and Anti-Trust Laws is pending or, to Vendor's best knowledge, threatened.
- k) Wherever applicable/required, the Company may also require the Vendor to appoint escrow agent for sharing the source code and for that purpose execute necessary agreements. All expenses for appointment of such escrow agent and maintenance of the escrow account shall be responsibility of the Vendor. Compliance, Ethical Behavior and Good Governance
- l) Vendor to comply with relevant and applicable domestic laws, and, to the extent applicable, international trade laws and regulations, including, but not limited to, antitrust laws, trade controls regimes, anti-bribery, anti-corruption laws etc.
- m) Vendor to pro-actively support sustainability performance by complying with applicable laws, international environmental,

social and corporate governance standards within their company and supply chain.

- n) Vendor to prohibit any form of bribery, corruption, extortion or embezzlement.
- o) Vendor to promote and ensure fairness in competition.
- p) Vendor to ensure that, within their organisation, no conflicts of interest exist in business actions with the Company. The monetary value of any gifts, meals or entertainment needs to be kept reasonable and aligned with Company's policies.
- q) Vendor to comply with internationally proclaimed human rights enshrined in the principles laid down in **UN Global Compact**.
- r) Vendor to abide by the chemical industry's **Responsible Care®** principles.
- s) Vendor has to ensure compliance with the Company's **Supplier Code of Conduct** in its latest valid version. The Supplier Code of Conduct to be made available on request or can be downloaded from the link:
https://www.wacker.com/cms/media/asset/about_wacker/procurement_and_logistics_1/suppliers/supplier_code_of_conduct.pdf.

8. Export Control:

- a) On request, the Vendor is obliged to provide the Company with information on the export control classification of the goods, software, data or technology to be supplied by the Vendor. All relevant export control Regulations must be observed. In addition to the classification under export control law (e.g. export list number, ECCN), the Vendor shall also communicate the statistics commodity code (HS code).
- b) The purchase of goods or services under the Procurement Contract is subject to the condition that (a) no obstacles due to national or international export control Regulations, for example embargoes or other sanctions (hereinafter referred to as "Sanctions") stand in the way of performance and (b) neither the Vendor nor its majority-owned subsidiaries (i) are subject to Sanctions or become subject to Sanctions during the term of the Procurement Contract (hereinafter referred to as "Listed Person"), or (ii) are now or during the term of the Procurement Contract majority-owned by a Listed Person or act directly or indirectly on behalf of a Listed Person. The Company is entitled to terminate the Procurement Contract without notice if such termination is necessary for compliance with Sanctions by the Company.
- c) In the event of a termination under this Section 9, sub-clause b), the assertion of a claim for damages or the assertion of other rights by the Vendor due to or in connection with the termination is excluded.

9. Term and Termination:

- a) This Contract shall be valid till the term as laid down herein.
- b) This Contract will be automatically terminated at the expiry of stipulated period, as mentioned in the Contract. However, the parties may renew the contract in writing at the discretion of the Company on such terms and conditions as per the mutual agreement of the parties.

- c) This Contract may be terminated by the Company before the expiry of the stipulated period, as mentioned herein, in the following cases:

- I. Vendor's failure to abide by the terms and conditions of this Contract; and
- II. Vendor's failure to complete work on time or as per established industrial standards.
- III. In case the Vendor is adjudged insolvent, bankrupt and/or receiver is appointed against it.
- IV. The Vendor without prior intimation to the Company transfers and/or assigns its business (including, but not limited to its assets) to any other third party.

In cases of the abovementioned premature termination, no compensation shall be payable to Vendor by the Company.

10. Force Majeure:

- a) Force majeure circumstance or event shall include, but not limited to, any circumstance or event which is unforeseen, beyond the reasonable control of the affected party, Act of God, such as, earthquake, pandemic, tsunami or fire, strike or lockout in the factories or any change of law prohibiting or suspending performance of obligations by any party under this Contract.
- b) If, by reason of Force Majeure, one party is unable in whole or in part to perform any obligation under this Contract, then such party is relieved of any and all liability for failing to so perform and of the obligations to make or take deliveries of goods to the extent of the impact of Force Majeure.
- c) The party involved in any force majeure circumstance or event shall give prompt written notice to the other party as to commencement, nature and expected duration of the Force Majeure occurrence, in order to effectively limit any consequential losses.

11. Confidentiality:

- a) Insofar as the Vendor and the Customer have not concluded a separate, specific confidentiality agreement, the covenants Section 12, shall be expressly applicable to this Contract.
- b) The Vendor undertakes to keep confidential all commercial and technical information, trade secrets and samples provided by the Customer in advance and within the scope of the Procurement Contract (including provision by means of an electronic data processing system or an electronic exchange platform) or otherwise obtained by the Vendor (including by examination or observation) as well as all Work Results (as hereinafter defined) (hereinafter referred collectively to as "Confidential Information") and not to make Confidential Information accessible to any third party. Furthermore, the Vendor shall use Confidential Information solely for the purposes of the Procurement Contract and the Vendor shall not use Confidential Information directly or indirectly, in whole or in part, in any form for any other purposes, in particular not for the obtainment of intellectual property rights. All Confidential Information communicated, made available or otherwise obtained by the Vendor in the course of the

Procurement Contract is and will remain the exclusive property of the Customer.

- c) The Vendor shall take all necessary protective measures to fulfil the obligations under this Section 12. In fulfilling the obligations, the Vendor shall apply at least the same care as it applies to its own confidential information but shall in any case take appropriate protective measures. In particular, the Vendor shall only make the Confidential Information available to those of its employees or legal representatives who need it for the purposes of the Procurement Contract and who have previously committed themselves in writing in accordance with the provisions of this Section 12, unless these persons are already obligated accordingly by contracts or on the basis of mandatory legal provisions. The Vendor shall be liable for compliance with the obligations under this Section 12 by its employees and legal representatives.
- d) Companies which the Vendor retains as subcontractors shall not be deemed to be third parties within the meaning of this Section 12, provided that (i) the Confidential Information is required for the performance of subcontracts, (ii) the Customer has given prior written consent to the granting of subcontracts in each individual case, and (iii) the Vendor has obligated these subcontractors in accordance with this Section II prior to the provision of Confidential Information. At Customer's request, the Vendor shall provide evidence of these subcontractor's obligations. The Vendor shall also be liable to the Customer for compliance with these obligations by the subcontractors retained by the Vendor.
- e) At the Customer's request, which may be made at any time, the Vendor shall immediately return or destroy all embodiments of Confidential Information, in particular records, data carriers, samples or other documents – including all electronic (with regard to electronic files as far as practicable), paper-bound or otherwise embodied copies – and subsequently confirm the complete return or destruction in writing. The foregoing shall not apply to (i) one embodiment of the received Confidential Information received solely for the purpose to prove receipt thereof; or (ii) those copies of the Confidential Information which need to be retained to comply with mandatory applicable laws or other regulatory provisions; or (iii) back-up copies of electronic data routinely prepared but only for the time for which such back-up copies are normally retained.
- f) The obligations regarding confidentiality and restrictions of use arising from these "GENERAL TERMS AND CONDITIONS FOR PRODUCTS PROCUREMENT" shall not apply to such portion of Confidential Information for which the Vendor proves by evidence in each case that it was (i) already known to the Vendor at the time of provision by the Customer; or (ii) already accessible to the public domain before the time of provision by the Customer or it becomes accessible thereafter without any action, involvement or fault on the part of the Vendor; or (iii) lawfully directly or indirectly provided to Vendor by an independent third party on a non-confidential basis having the right to do so, and, who was not under any obligation of confidentiality to Customer.
- g) The obligations regarding confidentiality and restrictions of use arising from these "GENERAL TERMS AND CONDITIONS FOR PRODUCTS PROCUREMENT" shall continue to apply beyond any termination or expiration of the Procurement Contract for an indefinite period of time.
- h) Notwithstanding any separate confidentiality agreement, the Vendor may only advertise its business relationship with the Customer or name the Customer as a reference customer upon Customer's prior written consent.
- 12. Assessments / Audits:**
- In order to ensure our supply chain indeed lives up to these critical ideals, Company may conduct assessments in various ways, including sustainability questionnaires and/or on-site audits, executed either by Company's employees or by independent assessment/auditing service providers. By supplying services, parts, materials, equipment, or other materials to Company or its Parent company and/or Company's fellow subsidiaries, it is understood and agreed by all suppliers, vendors, and/or contractors that they will participate in and support all such assessment efforts, including providing any documentation and certification requested by the Company or its parent company or fellow subsidiaries to evidence the compliance with any/all of the above.
- 13. Miscellaneous:**
- a) This contract is the entire contract reflecting the absolute understanding of the parties regarding the subject matter of this contract and supersedes all previous communications and arrangements between the parties.
- b) Apart from the contractual relationship as mentioned in this contract, nothing herein in this contract shall be deemed to create any other relationship, including, but not limited to, that of partnership, agency, joint venture, between the parties to this Contract.
- c) Overriding any of the terms/covenants of this "GENERAL TERMS AND CONDITIONS FOR PRODUCTS PROCUREMENT" shall be specifically expressed in writing in the contract and not otherwise.
- d) Any amendment to the contract should be as per mutual consent of the parties and expressed/executed in writing.