

# FENNER CONVEYOR BELTING PRIVATE LIMITED - GENERAL CONDITIONS OF PURCHASE

## 1. INTERPRETATION

- 1.1 In these Conditions the following words shall have the following meanings:

<b>Buyer"</b>	the company in the Buyer's Group identified overleaf as Buyer.
<b>Conditions"</b>	the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between Buyer and Supplier.
<b>Contract"</b>	the Order and Supplier's acceptance of the Order.
<b>Goods"</b>	any goods agreed in the Contract to be purchased by Buyer from Supplier (including any part or parts of the Goods).
<b>Order"</b>	Buyer's written instruction to supply the Goods and/or perform the Services, incorporating these Conditions.
<b>Services"</b>	any services agreed in the Contract to be purchased by Buyer from Supplier (including any part of the Services).
<b>Supplier"</b>	the person, firm or company identified overleaf as Supplier.

- 1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.3 Please mention your SSI No./MSME (if covered), GST No., PAN No., Material HSN Code, our item Code, Supplier Code and order number given in our purchase order in all your despatch documents / correspondences / Invoices.
- 1.4 Please quote our GST Number, E-Way bill number in your invoice and other delivery documents accompanying the consignment to meet the required compliances during transit.

Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 2. APPLICATION OF CONDITIONS

- 2.1 These Conditions shall govern the Contract to the exclusion of any terms or conditions endorsed upon, delivered with or contained in Supplier's quotation, acknowledgement or acceptance of order or similar document and Supplier waives any right which it otherwise might have to rely on such terms or conditions.
- 2.2 These Conditions shall cancel and supersede any earlier version or edition of Conditions of Purchase of Buyer.
- 2.3 No variation to the Order or these Conditions shall be binding on Buyer unless agreed in writing and signed by a duly authorised representative of Buyer.

## 3. ORDERS

- 3.1 The Order constitutes an offer by Buyer to purchase the Goods and/or the Services in accordance with these Conditions.
- 3.2 The Order shall be deemed to be accepted on the earlier of Supplier issuing a written acceptance of the Order or doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence
- 3.3 The Order number and date shall be given by Supplier on all delivery advices and notes, invoices, correspondence and packaging relating to the Order. Buyer reserves the right to withhold payment where such information is not given.

## 4. QUALITY AND DEFECTS

- 4.1 The Goods shall:

4.1.1 be of satisfactory quality and be free from defects in design, material and workmanship and remain so for the longer of: (i) 12 months from the date of despatch of the Goods (or the goods into which those Goods have been incorporated by Buyer) to Buyer's customer; or (ii) the period for which Seller typically warrants such goods shall be of satisfactory quality and be free from defects in design, material and workmanship;

4.1.2 be capable of any standard of performance specified in the Order;

4.1.3 conform with any sample, patterns, descriptions, quantity or specification supplied or agreed to by Buyer; and

4.1.4 comply with all statutory requirements and regulations relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

4.2 The Services shall conform in all respects with the Order and any specification supplied or agreed to by Buyer and will comply with all statutory requirements and regulations relating to the performance of the Services.

4.3 Buyer's rights under these Conditions are in addition to statutory conditions or terms implied in favour of Buyer.

4.4 Supplier shall maintain and implement quality, specification control, testing and inspection procedures to enable Supplier to consistently comply with its obligations under the Contract and, at the request of Buyer, will supply Buyer with full details of such procedures and Supplier's test results and inspection reports.

4.5 Supplier shall ensure that, at all times, it has and maintains all the licenses, authorisations, consents or permits that it needs to carry out its obligations under the Contract.

4.6 At any time prior to the delivery of the Goods, Buyer shall have the right to inspect and test the Goods and the procedures referred to in Condition 4.4. If Buyer is of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specification supplied or agreed to by Buyer or that the procedures are insufficient or inappropriate to ensure consistent conformity with the Contract, Buyer shall inform Supplier and Supplier shall immediately take such action as is necessary to ensure such conformity. Notwithstanding any such inspection or testing, Supplier shall remain fully responsible for the Goods and procedures and any such inspection or testing shall not diminish or otherwise affect Supplier's obligations under the Contract.

4.7 If any of the Goods or Services fail to comply with the provisions set out in this Condition 4 Buyer shall be entitled to avail itself of any one or more of the remedies listed in Condition 13.

## 5. INDEMNITY

- 5.1 Supplier shall keep Buyer indemnified against all direct, indirect and consequential liability, loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- 5.1.1 defective Goods or Services including without limitation, defective workmanship, quality or materials;
- 5.1.2 any infringement or alleged infringement of any intellectual property rights caused by the possession, use, manufacture or supply of the Goods or possession or use of the work the product of the Services; and
- 5.1.3 any claim made against Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by Buyer's employees or agents or by any customer or third party to the extent that such.

liability, loss, damage, injury, cost or expense was caused by, relates to, or arises from the Goods or the performance of the Services.

## 6. DELIVERY AND PERFORMANCE

- 6.1 The Goods shall be delivered at an agreed delivery terms to the place of delivery specified by Buyer. Supplier shall off-load the Goods as directed by Buyer.
- 6.2 The Goods shall be marked in accordance with Buyer's instructions and properly packed and secured so as to reach their destination in an undamaged condition.
- 6.3 The date for delivery of the Goods shall be specified in the Order, or as agreed mutually.
- 6.4 The date or dates for performance of the Services shall be as specified in the Order or such other date or dates agreed by Buyer.
- 6.5 Time for delivery of the Goods and performance of the Services shall be of the essence.
- 6.6 Supplier shall invoice the Buyer upon, but separately from, receipt of the Goods by Buyer or completion of the Services.
- 6.7 Notwithstanding Condition 3.2 / 1.4, Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows, inter alia, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 6.8 Unless otherwise stipulated by Buyer in the Order, deliveries of the Goods shall be accepted by Buyer only during normal business hours.
- 6.9 If the Goods are not delivered in full and/or performance of the Services is not completed on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to:

6.9.1 cancel the Contract in whole or in part;

6.9.2 refuse to accept any subsequent delivery of the Goods and/or performance of the Services which Supplier attempts to make;

6.9.3 recover from the Supplier any expenditure reasonably incurred by Buyer in obtaining the Goods or the Services in substitution from another supplier; and

6.9.4 claim damages for any additional costs, loss or expenses incurred by Buyer which are in any way attributable to Supplier's failure to deliver the Goods in full or complete performance of the Services on the due date.

6.10 Buyer shall not be obliged to return to Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by Buyer.

6.11 Supplier shall not deliver the Goods in instalments without Buyer's prior written consent. Where Buyer agrees to accept delivery of the Goods by instalments the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by Supplier to deliver any one instalment shall entitle Buyer at its option to treat the whole Contract as repudiated.

6.12 If the Goods delivered or Services performed by Supplier are in excess of the quantities ordered, unless mutually agreed the Buyer shall not be bound to pay for the excess and any excess will be and will remain at Supplier's risk and Goods will be returnable at Supplier's expense.

6.13 If the Goods delivered or Services performed by Supplier are less than the quantities ordered, Buyer shall have the right, but not obligation to either:

6.13.1 accept the quantity of Goods or Services received from Supplier and make payment only for that quantity received. Buyer will have the discretion to cancel any outstanding Goods or Services remaining on the Contract.

6.13.2 reject the Goods or Services delivered, with Supplier required to resupply at the correct quantity levels. Any Goods or Services rejected will remain at Supplier's risk and Goods will be returnable at Supplier's expense.

6.14 Buyer shall be entitled to reject any Goods and/or to rectification of any Services which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until Buyer has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any defect in the Goods or Services has become apparent.

6.15 Supplier shall give Buyer prior written notice of:

6.15.1 any delivery of the Goods or items accompanying the Goods having toxic or other hazards to the safety or health of persons or property and shall provide full details of such hazards and of all precautions which should be taken by Buyer in respect of the delivery, storage, handling, installation and use of the Goods or items and provide Buyer with all information relating to the properties of the Goods or items to enable Buyer to comply with all relevant legislation relating to the Goods or items and/or such hazards; and

6.15.2 any delivery of Goods which are perishable or of limited lifespan and of any circumstances which may adversely affect the lifespan of such Goods.

6.16 If for any reason Buyer is unable to accept delivery of the Goods at the time when they are due for delivery Seller shall, if its storage facilities permit, store the Goods in a secure manner until Buyer is ready to accept delivery and Buyer shall pay Seller's reasonable charges for storage.

6.17 Where Supplier performs the Services on Buyer's premises, Supplier shall, and shall procure that its personnel comply with Buyer's safety and security regulations and shall not, without the prior written consent of Buyer, use any of Buyer's facilities, tools, apparatus or equipment. Where such consent is given by Buyer, Supplier must satisfy itself as to the fitness and suitability of such facilities, tools, apparatus and equipment and shall assume all liability arising out of their use.

## 7. RISK AND OWNERSHIP

The Goods shall remain at the risk of Supplier until delivery to Buyer is complete (including off-loading and stacking) when ownership of the Goods shall pass to Buyer.

## 8. PRICE

8.1 The price of the Goods and/or Services shall be as stated in the Order and, unless otherwise agreed in writing by Buyer, shall be exclusive of value added tax but inclusive of all other charges.

8.2 No variation in the price or extra charges will be accepted by Buyer.

8.3 Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by Supplier.

## 9. PAYMENT

Unless otherwise agreed in writing, Buyer shall pay the price of the Goods and/or Services 30 days after the receipt of goods at buyer site and after acceptance of the Goods and/or Services by Buyer.

## 10.1 CONFIDENTIALITY

10.2 Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions,

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processes or initiatives which have been disclosed to Supplier by Buyer or its agents, or which are created by Supplier in performing the Order and any other confidential information concerning Buyer's business or its products which Supplier may obtain and Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging Supplier's obligations to Buyer and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind Supplier.

- 10.3 Notwithstanding Condition 10.1, Supplier may disclose Buyer's confidential information to the extent it is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

## 11 BUYER'S PROPERTY

- 11.1 Materials, equipment, tools, dies, moulds and copyright, design rights and all other intellectual property rights in drawings, specifications and data supplied by Buyer to Supplier shall be used by Supplier only for the manufacture of the Goods for supply to Buyer or the performance of the Services for Buyer. Such items shall remain the exclusive property of Buyer but shall be held by Supplier in safe custody at its own risk and maintained and kept in good condition by Supplier until returned to Buyer and shall not be disposed of other than in accordance with Buyer's written instructions, nor shall such items be used otherwise than as authorised by Buyer in writing.
- 11.2 Any copyrights, design rights or other intellectual property rights created by Supplier in performing the Order shall belong to Buyer absolutely and shall be used for the purpose only of performing the Order and no other purpose without the prior written consent of Buyer. At Buyer's request and expense Supplier shall sign such documents as Buyer may require to perfect Buyer's title to such intellectual property rights.
- 11.3 Supplier must have, or put in place systems to ensure that the Buyer's property is clearly identifiable and where possible must be physically marked as such.

## 12 TERMINATION OF THE CONTRACT

- 12.1 Buyer shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving Supplier written notice whereupon all work on the Contract shall be discontinued and Buyer shall pay to Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any other loss.
- 12.2 Buyer shall have the right at any time by giving written notice to Supplier to terminate the Contract immediately if:
- 12.2.1 Supplier commits a breach of any of the terms or conditions of the Contract;
- 12.2.2 any distress, execution or other process is levied upon any of the assets of Supplier;
- 12.2.3 Supplier has a bankruptcy order made against it or makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) convenes a meeting of creditors or enters into liquidation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of Supplier or notice of intention to appoint an administrator is given by Supplier or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented for the winding up of Supplier or for the granting of an administration order in respect of Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of Supplier or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to Supplier or Buyer apprehends that any of the foregoing is about to occur in relation to Supplier;
- 12.2.4 Supplier ceases or threatens to cease to carry on its business; or
- 12.2.5 the financial position of Supplier deteriorates to such an extent that in the opinion of Buyer the capability of Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3 Termination of the Contract for any reason shall be without prejudice to rights of Buyer accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

## 13 REMEDIES

- 13.1 Without prejudice to any other right or remedy which Buyer may have, if any Goods are not supplied or Services are not performed in accordance with, or Supplier fails to comply with, any of the terms of the Contract, Buyer shall be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services has been accepted by Buyer:
- 13.1.1 to rescind the Order;
- 13.1.2 to reject the Goods (in whole or in part) and return them to Supplier at the risk and cost of Supplier on the basis that a full refund for the Goods so returned shall be paid immediately by Supplier;
- 13.1.3 to reject the Services (in whole or in part) on the basis that a full refund for the Services so rejected shall be paid immediately by Supplier;
- 13.1.4 at Buyer's option to allow Supplier the opportunity at Supplier's expense either to remedy any defect in the Goods or the Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 13.1.5 to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to Supplier;
- 13.1.6 to carry out at Supplier's expense any work necessary to make the Goods or Services comply with the Contract; and
- 13.1.7 to claim such damages as may have been sustained in consequence of Supplier's breaches of the Contract.

## 14 GUARANTEE/WARRANTY CLAIM

- 14.1 Without prejudice to any other right of Buyer, where under the terms of any warranty or guarantee given by Buyer on the resale of the Goods or on the sale of any goods in which the Goods are included, Buyer is responsible for or has agreed to the repair or replacement of the Goods, Supplier shall, if requested by Buyer, repair or replace the Goods (as directed by Supplier) and reimburse or pay to Buyer all transport and labour costs incurred by Buyer in satisfying the claim under the warranty or guarantee given by Buyer.
- 14.2 In addition to the costs outlined in Condition 14.1, Supplier is liable to pay to Buyer a fixed administrative charge of £150 (excluding VAT) for each warranty claim to cover all handling, data entry and reporting activities arising from such claim. Buyer reserves the right to alter the fixed administration charge at anytime without notice to Supplier.

## 15 SET OFF

Buyer shall be entitled to apply any sum due from Buyer to Supplier in settlement of any sum due from Supplier to Buyer or to any other company in Buyer's Group and, where there is any amount due from any other company in Buyer's Group to Supplier, Buyer shall on behalf of Supplier be entitled to give to such other company a good receipt for any sum which such other company may pay to Buyer in settlement of any sum due from Supplier to Buyer.

## 16 FORCE MAJEURE

Buyer reserves the right to defer the date of delivery of the Goods or performance of the Services or payment or to cancel the Contract or reduce the volume of the Goods or the extent of the Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Buyer including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

## 17 COMPLIANCE WITH LAWS AND MICHELIN PURCHASING PRINCIPLES

17.1 Supplier shall comply at all times with all applicable legal and regulatory requirements, in particular those in the Supplier and Buyer's home countries, and those locations where the Deliverables will be produced, delivered or reasonably anticipated to be used. Without limiting the foregoing, Supplier expressly agrees to comply with the following:

17.1.1 Prohibition of Illegal Payments: Supplier forbids itself all initiatives which could expose Buyer, or any entity and/or person related thereto, to a risk of penalties by virtue of the legislation which forbids illegal payments, especially bribes and gifts of amounts unreasonable, gifts to civil servants from an administration or a public organization, gifts to political parties or their members, gifts to candidate for elections, or gifts to Buyer's employees.

17.1.2 Prohibition on Child and Forced Labor: Supplier warrants and represents that it (1) does not engage in or condone the unlawful employment or exploitation of children in the workplace, as further defined in 3 below; (2) does not engage in or condone the use of forced labor, defined as any work or service extracted from any person under the menace of any penalty and for which said person has not offered himself voluntarily; and (3) does not employ persons below the age of 18, unless the local minimum age law is set below 18, in which case the lower age will apply. In addition, Supplier agrees to enforce these requirements with its subcontractors.

17.1.3 Environmental laws and regulations. Specifically, and without limiting the foregoing, all Deliverables and packaging, shall not contain any asbestos or other prohibited substances;

17.1.4 Personal Data and Privacy Laws. In case of use of personal data during the execution of the Contract, with all obligations under the law, including specifically, but without limitation, the EU Data Protection Laws and other comparable legal requirements. In all cases where, Supplier agrees to negotiate with Buyer the specific terms

## 17.2 ETHICS AND COMPLIANCE

17.2.1 As of the signature date of the Contract, or the placement of an Order by Buyer, when the Contract are not signed, each Party undertakes to have or to implement and maintain an anti-bribery and anti-corruption compliance program, adapted to its own situation and able to detect corruption and promote a culture of integrity in its organization. Each Party acknowledges a "zero tolerance" policy regarding bribery and corruption and agrees to comply with applicable laws and regulations regarding the fight against bribery and corruption.

17.2.2 Each Party agrees to refrain from: (i) offering, promising or giving; and from (ii) attempting or conspiring to offer, promise or give, any undue pecuniary or other advantage, whether directly or through intermediaries, to a public or private official or representative for that official or representative or for a third-party, in order that the official or representative acts or refrains from acting in relation to the performance of official duties, in order to obtain or retain business or other improper advantage. Fenner (A Michelin Group) may conduct compliance audits on Supplier to ensure its compliance with the above commitments.

17.2.3 In the event Supplier fails to comply with the requirements of this Section 17, Supplier undertakes to immediately inform Fenner (A Michelin Group) and to attempt to correct the non-compliance within a reasonable timeframe. Notwithstanding the above, Fenner (A Michelin Group) reserves the right to take any appropriate measures to mitigate corruption risk, including termination of the Order, the Contract.

17.2.4 Supplier shall comply with and shall require that all of its commercial partners (customers and suppliers) and sub-contractors comply with all applicable laws, statutes, codes and regulations including but not limited to those relating to anti-corruption, anti-bribery, anti-money laundering, fraud, health and safety, environment (as well as avoid any practices that may cause damage to it, especially, but not limited to, regarding any practices that can contribute to the rise in deforestation, burnt land and soil erosion), labor law, human rights, harassment, and discrimination.

17.2.5 Supplier shall conduct its business with integrity, ethics, and transparency, and shall adopt, promote, and comply with fundamental rules in the areas of human rights, labor, environmental, ethics, fraud, anti-bribery, and anti-corruption standards. Fenner (A Michelin Group) makes available to its customers and suppliers an Ethics Line which they are entitled to use in case of violations of the Fenner (A Michelin Group) Code of Ethics (available at the following link: <https://ethique.michelin.com/en/>) or the anti-corruption compliance program. Alerts can be submitted through the following link: <http://michelingroup.ethicspoint.com/>

## 17.3 TRADE RESTRICTIONS

17.3.1 Supplier shall comply with all applicable laws and regulations with regard to the supply, sale, transfer, export, re-transfer, or re-export of the Products, including but not limited to, those relating to Trade Restrictions. For the avoidance of doubt, all applicable laws and regulations could include those originating out of the United Nations, the European Union, the OSCE, or the United States of America.

17.3.2 Supplier shall not cause Fenner (A Michelin Group) to, either directly or indirectly, risk any potential violation of any applicable Trade Restrictions. Furthermore, Supplier will not supply, sell, transfer, export, re-transfer, re-export, otherwise make available or use any Product supplied by Fenner (A Michelin Group) in order to circumvent, evade or avoid any applicable Trade Restrictions.

17.3.3 Where Fenner (A Michelin Group) has reasonable cause to suspect that any Product may be or has been supplied, sold, transferred, exported, re-transferred, re-exported, otherwise made available to any jurisdiction targeted by relevant Trade Restrictions, or to a Restricted Person, or for any use, purpose or activity which is prohibited or otherwise restricted under Trade Restrictions, Fenner (A Michelin Group) reserves the right to:

17.3.3.1 immediately suspend its performance under the Contract.

17.3.3.2 request further information or documentary evidence from Supplier, including but not limited to licenses, end user certificates, shipping, or commercial documentation, in order to verify the end use(s) or end user(s) of the Products; or

17.3.3.3 take any other appropriate measures regarding its commercial relationship with Supplier.

17.3.4 Supplier certifies that, as of the date hereof, neither Supplier, nor any of Supplier's group companies, nor any of their respective directors or officers is a Restricted Person. Supplier shall immediately notify Fenner (A Michelin Group) if any of the abovementioned Supplier, Supplier group companies, directors, or officers becomes a Restricted Person.

17.3.5 Supplier shall indemnify and hold harmless Fenner (A Michelin Group) from and against any losses, costs, claims, causes of action, damages, liabilities, and expense, including attorneys' fees, any expense of litigation or settlement, and court costs, arising from any non-compliance with Trade Restrictions or Fenner (A Michelin Group) Group Positions by Supplier. Supplier shall be responsible for any act or omission of Supplier, its officers, employees, Affiliates, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Section 17.

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17.3.6 Supplier shall respect the Fenner (A Michelin Group) Group Positions, which may contain more restrictive provisions than the Trade Restrictions defined herein.

17.3.7 TDS deduction as per Govt Law.

17.3.8 If and where applicable, the SAFE Framework of Standards issued by the World Customs Organization, specifically representing that Supplier has the status of Authorized Economic Operator or equivalent and commits to justify at the Buyer's first request;

17.3.9 REACH: Supplier expressly warrants that the Deliverables and its packaging comply with all requirements of the Regulation of the European Parliament and of the Council concerning the Registration, Evaluation Authorization, and Restriction of Chemicals, and if and when applicable, of the European Regulation (EC) n°1272/2008, concerning the Classification, Labeling and Packaging of substances and mixtures ("CLP"). Any substance contained in the Deliverables and its packaging shall be registered for the use(s) as identified by Buyer. Supplier shall provide relevant information in accordance with REACH and CLP for any chemical substance contained in the Deliverables, including but not limited to information provided in the relevant Safety Data Sheet and any similar material document. In addition, Supplier shall timely inform Buyer of any restriction set forth by REACH or otherwise undertaken by the relevant authorities in the implementation of REACH, including but not limited to any restriction on use or authorization, impacting or likely to impact the use, sale or otherwise disposal of any substance contained in the Deliverables and its packaging. Where the Deliverable is an article according to REACH, Supplier undertakes to inform Buyer of any presence in the Deliverable and its packaging of substances of very high concern (SVHC) as soon as they are included in the Candidate List within the meaning of REACH (List of Substances of Very High Concern Candidates for Authorization), above 0.1% by mass. As the Candidate List is subject to regular revisions, Supplier must ensure that it is followed up and that Buyer is immediately informed;

17.4 Supplier also expressly agrees to comply at all times with the Michelin Purchasing Principles, which highlight the specific ethical and legal commitments to which Michelin and Supplier shall adhere in their shared commitment to sustainable purchasing. The Michelin Purchasing Principles are available for review at <http://purchasing.michelin.com/en/document-area>.

## 18.0 Property Rights

### 18.1 Transfer of Title to the Products and/or Services

BUYER EXPRESSLY DISCLAIMS ALL RESERVATION OF OWNERSHIP CLAUSES. Title to the Products and/or Services will transfer to Buyer free and clear of any liens, claims, encumbrances, interests or other rights (collectively "Encumbrances") on the earlier of (1) payment for the Products and/or Services, (2) acceptance per the agreed acceptance protocol, if applicable, or (3) at the moment the risk of loss transfers from Supplier to Buyer in accordance with the applicable delivery terms. Supplier shall furnish, upon Buyer's first request, all necessary lien waivers, affidavits or other documents required to keep Buyer's property and the Products and/or Services free from Encumbrances.

### 18.2 Intellectual Property Rights

"Background Intellectual Property" shall mean any asset, including tools, databases, know-how, designs, specifications, inventions, formulas, software, information, data, processes or methods, algorithms, typeface, documentation, files, logos, trademarks, slogans, domain names, illustrations, music, videos or pictures, protected or not by any Intellectual Property Rights, which are created or owned by either Party and/or its third party licensors prior to or outside the scope of the Agreement without the use of any Intellectual Property Rights of the other Party. "Intellectual Property Rights" shall mean all rights, title and interests whether based on copyright, patent rights, trademark, trade secret, database rights or other intellectual property rights. "Work Product" shall mean any and all Deliverables (in whatever form), in which any property right exists or may be acquired or asserted, and which are developed, discovered, invented, authored, or first reduced to practice by Supplier, alone or jointly with Buyer, which Deliverables are created specifically for Buyer in the course of providing the Products and/or Services under the Agreement; provided, however, that Work Product shall not include Background Intellectual Property of Supplier or third parties.

#### 18.2.1 Background Intellectual Property

Unless otherwise agreed in writing, each Party shall retain all rights, title and interests in and to their respective Background Intellectual Property. Any Background Intellectual Property provided by Buyer shall be used by Supplier only for Buyer's benefit and only in connection with the performance of the Agreement. Supplier shall cease any use of Buyer's Background Intellectual Property at the end of the Agreement, whether by expiration or termination, or on Buyer's request.

All rights, title and interests, including Intellectual Property Rights, in and to all Work Product shall vest exclusively in Buyer as created, with no restrictions, free and clear of Encumbrances, for use and exploitation directly or indirectly by Buyer as it sees fit in its sole discretion. Buyer retains the sole right to obtain, hold and renew, in its own name or in the name of any of its Affiliates, any Intellectual Property Rights in or

#### 18.2.2 Ownership of Work Product.

To the extent that the Agreement is issued for the creation of copyrightable Work Product, such Work Product will be considered "work made for hire" for Buyer, without any change to Supplier's continued status as an independent contractor. The concept of "work made for hire" shall mean that Supplier assigns to Buyer, on an exclusive basis and without further compensation, all economic rights of author in and to Work Product upon creation, for the maximum legal duration of the copyright protection and for the entire world, including in particular the right of representation, the right of full or partial, permanent or temporary, reproduction, as well as the right to use, distribute, assign, license, modify, adapt and translate, for both direct and indirect exploitation of Work Product, by any process and/or means and on all media known or unknown on the day of assignment. Supplier, at its sole expense, agrees to take any other steps necessary to ensure the vesting of the above rights, title and interests in Buyer or its designated assignee, including the procurement of any releases or assignments from Supplier's employees or other persons of any interest that may be claimed, whether by operation of law or otherwise, in or to any Intellectual Property Rights or other property rights in any Work Product. Supplier will not copy, reproduce, sell, transfer or provide all or part of any Work Product to any other person or entity in any form without the prior written consent of Buyer. Supplier agrees to cooperate with and assist Buyer, at Buyer's expense, in order to export or transfer any portion of the Work Product to any other country, to the extent permitted by Applicable Laws. Supplier shall take any steps necessary to protect the confidentiality of all Work Product. The price for the transfer of Intellectual Property Rights is included in the price for Products and/or Services under the Agreement.

#### 18.2.3 Rights of Use in Supplier's Background Intellectual Property

To the extent the Products and/or Services contain or rely on Supplier's Background Intellectual Property, Supplier shall ensure, the cost of which is included in the price of Products and/or Services, that Buyer receives a non-exclusive, non-assignable, worldwide license, with the right to sublicense, to access and use Supplier's Background Intellectual Property for the purpose of the use, operation or maintenance of the Products and/or Services by or on behalf of Buyer and/or its Affiliates, and for the maximum duration of legal protection applicable thereto. Supplier further agrees to provide any updates to Background Intellectual Property, which updates impact the use and/or functioning of the Product and/or Services for the duration of their expected use. Buyer shall have the right to copy, translate, adapt, update, and/or modify materials including or based on such Background Intellectual Property (including any updates) as reasonably required for Buyer's and/or Buyer's Affiliates' use or deployment of the Products and/or Services; provided however, Buyer agrees (i) unless otherwise authorized by Applicable Law, not to decompile, disassemble or otherwise reverse engineer Supplier's standard software or discover the source code of such software, and (ii) not to market or distribute Supplier's Background Intellectual Property, as a mere standalone, to third parties (except Buyer's Affiliates).

#### 18.3 Third-Party Property Rights

Supplier further agrees that no third-party rights, be it ownership, Intellectual Property Rights or other proprietary rights, will be incorporated in Products and/or Services without prior notice to and acceptance in writing by Buyer. Supplier shall indemnify and defend Buyer from and against all losses, damages and expenses incurred as a result of any claim that the Products and/or Services, or any component thereof, is or are alleged to infringe, misappropriate, or contribute to the infringement or misappropriation of any third-party property rights. Further Supplier shall replace any infringing Products and/or Services with substitute, non-infringing Products and/or Services that comply with the Agreement or procure the necessary license for Buyer to receive the full benefits of the Products and/or Services.

#### 18.4 Domain Names

Supplier shall not purchase, create, or use any domain or subdomain name containing the name, brands or registered or unregistered trademarks of Buyer or any of its Affiliates, or any similar name that may create a likelihood of confusion. All such domain names are to be validated and owned exclusively by Buyer or an Affiliate thereof.

#### 18.5 Buyer's Property in Supplier's Custody

Buyer is and shall remain the sole owner of all tooling, equipment, samples, documents, materials or other property provided or made accessible to Supplier by or on behalf of Buyer and/or specifically paid for by Buyer in connection with Supplier's provision of Products and/or Services ("Buyer's Property"). Prior to use, Supplier shall examine Buyer's Property, noting any damage or defect in the same, and confirming the presence of and familiarity with any warnings and safety requirements. Supplier shall maintain an accurate accounting which plainly identifies all of Buyer's Property in Supplier's custody or control, and the accounting shall be provided to Buyer at its request. All such Buyer's Property shall be identified through appropriate label or otherwise; protected from loss, damage, or Encumbrances while in the custody of Supplier; shall be used solely for the benefit of Buyer in the provision of the Products and/or Services and in compliance with all warnings, instructions of use and Applicable Laws; shall not be copied, reproduced, or provided to third parties without Buyer's prior written consent; and shall be returned upon first request of Buyer in the same general condition as originally received by Supplier, less reasonable wear and tear. The location of return shall, unless otherwise specified by Buyer, be the same location where the Buyer's Property was first provided or made available. Supplier shall be responsible for any expenses incurred in relation to the use and maintenance of Buyer's Property, including any loss or damage thereto, while such Buyer's Property is in Supplier's custody or control.

## 19.0 GENERAL

19.1 Supplier shall not be entitled to assign or sub-contract the Contract or any part of it without the prior written consent of Buyer.

19.2 Buyer may assign the Contract or any part of it to any person, firm or company.

19.3 Supplier shall not use the Contract or the name of Buyer in any advertising or promotion without Buyer's prior written consent.

19.4 Failure or delay by Buyer in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

19.5 Any waiver by Buyer of any breach of, or any default under, any provision of the Contract by Supplier will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

19.6 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

19.7 These Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions.

19.8 If any provision or part-provision of the Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.

19.9 Subject to Conditions 18.1 and 18.2, nothing in these Conditions confers on any third party any benefit or any right to enforce any of these Conditions.

19.10 All disputes arising in respect of this order and other related transactions are subject to Madurai Jurisdiction only

20.0 Non Bio Degradable packing material not be used. (Thermocoal , Polythene lene less than 120Micron size etc.). Transport vehicles should hold the EUCC (Emission under control certificate.

**FENNER**  
CONVEYOR BELTING