

General Terms & Conditions

1.1 Definitions:

In construing the Agreement, the following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 **"Affiliate"** shall mean with respect to any person, any other person that, directly or indirectly, controls, is controlled by or is under common control of such specified person. For the purposes of this definition, "control" means the direct or indirect beneficial ownership of more than fifty percent (50%) of the issued share capital, stock or other participating interest or the legal power to direct or cause the direction of the general management, of the company, partnership or other person in question, and "controlled" shall be construed accordingly;
- 1.1.2 **"Agreement"** shall mean the Purchase Order and the Seller's acceptance of the Purchase Order.
- 1.1.3 **"Applicable Law"** shall mean all national (or state) legislation, statutes, ordinances, regulations and by-laws of any legally constituted public authority, in India, having the force of law.
- 1.1.4 **"Claims"** shall mean all claims, liabilities, costs, damages and expenses (including court costs and legal fees)
- 1.1.4 **"Conditions"** shall mean these General Terms and Conditions as provided under this document.
- 1.1.5 **"Effective Date"** shall mean the date of the Purchase Order;
- 1.1.6 **"Goods and Service Tax"** means the Central Goods and Service Tax Act, 2017, the Integrated Goods and Service Tax Act, 2017, the Union Territory Goods and Service Tax Act, 2017, the Goods and Service Tax (Compensation to States) Act 2017, the applicable State Goods and Service Tax Act as passed by the concerned State and all the rules made thereunder, relevant notifications, circulars, clarifications and orders issued thereunder and any amendments made thereto and any reference to Goods and Service Tax payable or cess payable means tax payable under any of the aforementioned laws.
- 1.1.7 **"Governmental Authority"** shall mean any governmental department, local authority, commission, board, bureau, agency, regulatory authority, instrumentality, court or other judicial or administrative body, central, state, provincial or local having jurisdiction over the matter or matters in question.
- 1.1.8 **"Party"** means the Purchaser and the Supplier, individually and **"Parties"** means the Purchaser and the Supplier, collectively.
- 1.1.9 **"Personnel"** shall mean any personnel provided by Supplier and utilized to perform the Services at the specified / agreed location.
- 1.1.10 **"Purchase Order"** shall mean (i) the written instruction by Purchaser issued to Supplier for the provision of Services under this Agreement, which shall include the specific requirements with respect to the scope

of work, applicable rates and charges and the location of the Site; and (ii) if applicable, the oral instruction under this Agreement which shall be reduced to writing as soon as practicably possible including the specific requirements described above.

- 1.1.11 **"Company or Purchaser"** means Hindustan Zinc Limited, having its registered office at Yashad Bhavan, Udaipur – 313001 and includes its successors and assigns from time to time.
- 1.1.12 **"Purchasing Group"** shall mean and include Purchaser and its Affiliates.
- 1.1.13 **"Representative"** in respect of the Purchaser and the Supplier to include the persons so identified on the Purchase Order as their representative or such other person(s) notified by the Purchaser or the Supplier in writing to the other from time to time, which will include amongst others consultants engaged by the Party or any Affiliate of the Supplier having commonality of interest with the Supplier.
- 1.1.14 **"Services"** means the tools, equipment, materials, supplies and Personnel to be provided by Supplier and the work to be carried out as specified in the Agreement and any Purchase Order.
- 1.1.15 **"Site"** shall mean the location where Purchaser wishes Supplier to provide the Services.
- 1.1.16 **"Specification"** includes but is not limited to assays, whether typical or otherwise, or the scope or technical parameters of the Services attached to or referred to in this Agreement and/or any Purchase Order.
- 1.1.17 **"Service Provider or Supplier"** means the party identified as a service provider or supplier in the Purchase Order and includes its successors and assigns from time to time. For the avoidance of doubt, the term Supplier or Seller may be used interchangeably for each other in this Agreement.
- 1.1.18 **"Supplier Group or Seller Group"** shall mean and include Supplier/Seller, its Affiliates and its and their sub-suppliers and suppliers of any tier and its and their respective Affiliates and the term Supplier or Seller may be used interchangeably for each other.
- 1.1.19 **"Tax"** or **"Taxes"** shall include all taxes, including income tax, withholding tax, dividend distribution tax, capital gains tax, fringe benefit tax, GST, customs duty, wealth tax, gift tax, franchise, property, use, employment, license, occupation tax, governmental charges, fees, cesses, levies or assessments or other taxes, levies, fees, stamp duties, statutory gratuity and provident fund payments or other employment benefit plan contributions, withholding obligations and similar charges levied under Applicable Law and shall include any interest, fines, and penalties related thereto and, with respect to such taxes, any estimated tax, interest and penalties or additions to tax and interest on such penalties and additions to tax together with any other statutory charges which may be payable by the Contractor, its SubContractors and any of their employees, levied under the Applicable Law.

Hindustan Zinc Limited

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- 1.1.20 “Trade Usage” refers to generally accepted practice or norms in relation to expected standards, permissible deviation, internationally accepted scientific data, foreseeable consequences attributable to deviation beyond permissible deviation established over a period of time in course of commercial dealing between the parties to this Agreement or their associates.

1.2 Interpretation:

In this Agreement:

- 1.2.1 Headings are for convenience only and shall not govern or affect the interpretation of the Agreement;
- 1.2.2 Except where the context otherwise requires, references to one gender include all genders and the singular includes the plural and vice versa;
- 1.2.3 Except where the context otherwise requires, references to any enactment shall include references to such enactment as re-enacted, amended or extended and any sub-ordinate legislation made under it;
- 1.2.4 References to persons include companies, corporations, partnerships, associations, and other organizations whether or not having a separate legal personality;
- 1.2.5 Except where otherwise indicated, reference to clauses, sub-clauses, recitals and annexures shall be to the clauses, sub-clauses, recitals and Annexures of this Agreement;
- 1.2.6 “including” means “including without limitation”;
- 1.2.7 If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a business day as per Trade Usage, that act, matter or thing shall be done on the preceding business day.
- 1.2.8 Only in the event of inconsistency between the Provisions of these Conditions and the Purchase Order(s), these Conditions will prevail, otherwise both Purchase Order(s) and the Conditions shall be harmoniously construed to give effect to both to the extent possible.
- 1.2.9 The term “Agreement” or “Contract” may be used interchangeably for each other in this document and shall be construed as referring to the same context.
- 1.2.10 The rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof shall not apply.

2. Scope of Contract

2.1 The terms and conditions of the Agreement shall apply from the Effective Date and shall remain valid for the Term unless this Agreement is terminated earlier by the Company in accordance with Clause (Termination) below.

2.2 Subject to the provisions of this Agreement, the Parties agree that upon request of the Company in terms hereof, the Service Provider shall perform the Services at such locations and for such periods as may be agreed with the Company.

2.3 From time to time, the Company may issue a Purchase Order to the Service Provider. In such case, the terms and conditions of this Agreement shall apply to each such Purchase Order as if repeated in total.

2.4 The Service Provider shall commence the Services on the scheduled commencement date stated under this Agreement or in the relevant Purchase Order and shall continue such Services for the Term or the duration of the Purchase Order as applicable unless terminated earlier in accordance with terms and conditions hereunder. Each Purchase Order is subject to agreement on a case by case basis.

3. Representation & Warranties

3.1 The Supplier represents and warrants that:

- (i) It is a duly organized company/business entity validly existing under the laws where it is incorporated/established, and has experience, expertise, ability and skills as required to supply Materials and perform the Services as detailed in the Scope of Services above and as may be necessary to perform its obligations hereunder in a professional manner.
- (ii) It has all the requisite power, authority and approvals required to enter into this Agreement and will have all the requisite power, authority to perform fully each and every obligation under this Agreement.
- (iii) This Agreement has been duly executed and delivered by its duly authorized representatives and constitutes its legal, valid and binding obligation enforceable against it in accordance with its terms.
- (iv) The execution, delivery and performance of this Agreement and all instruments or addenda required hereunder by it does not contravene, violate or constitute a default of or require any consent under the provisions of any other agreement or instrument to which it is bound, including the constitutional documents thereof, or any order, judgment, decree or injunction of any court of law.
- (v) No legal proceedings are pending or threatened against it before any court, tribunal or authority which do or may restrain or enjoin its performance or observance of the terms and conditions of this Agreement or which do or may in any other manner question the validity, binding effect or enforceability of this Agreement.
- (vi) No order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.
- (vii) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.
- (viii) It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its establishment for the conduct of its business;

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(ix) It has full right, title and interest in and to all trade names, trademarks, service marks, logos symbols and other proprietary marks (IPR) (including limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Buyer, for use related to the Services, and that any IPR provided by the Supplier shall not infringe the IPR of any third party;

(x) The Service Provider represents that there is no inquiry/ investigation pending by the police against the Service Provider or its employees. The Service Provider undertakes that it will confirm at his own cost and expense and shall comply in all respect with the provisions of Government Authority applicable to the Service Provider and /or to the Service Provider's employees;

(xi) The Service Provider shall be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of any vehicle for performing the Agreement and any toll charges or entry Taxes payable locally and the Service Provider accordingly indemnifies the Company against all such liability.

(xii) The Service Provider has sufficient resources available to respond to emergencies/ incidents, which may occur along established transportation routes. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the Service Provider. Company shall have no liability whatsoever.

3.2 Each Party hereby warrants that it has not entered into this Agreement relying on any warranty, representation or undertaking except for any warranty, representation or undertaking expressly set out in this Agreement.

3.3 Supplier warrants and guarantees that:

(i) all Services shall be supplied in accordance with the provisions of the Agreement/Purchase Order and with generally accepted industry standards, Trade Usage with regard to quality, Specification, quantity, measurement, performance and/or functionality and are free from defects in material and workmanship;

(ii) in the case of Services, be of the best quality and workmanship and shall be free from fault or defect (including latent defect), with such tolerances as stated in the Specification or on the drawings.

(iii) Time shall be of the essence and any Services performed shall be in strict accordance with any time or schedule specified hereunder.

3.4 Specification Variation: The Buyer may, at any time, make changes within the general scope of the Agreement and/or Purchase Order by giving written notice to the Supplier. Such changes may include changes to the technical Specification of the Material (where such Material are manufactured to order), quantities, method of shipping and/or packing, inspection standards and place of delivery. Upon receipt of such variation request, if any such change affects

the purchase price and/or delivery date, Buyer and Supplier shall agree upon an adjustment to the price and/or delivery date. The change to the Specification and /or Purchase Order, together with any adjustment to price and/or delivery date, if any, shall be set forth in a revised Variation Order issued by Buyer and acknowledged by Supplier in writing.

3.5 Obligations of Contractor: Contractor shall comply with all laws, rules, regulations including but not limited to labour laws, rules, regulations or labour tribunal or conciliation officer or court order or directives of any government authority having jurisdiction over Contractor's activities directly or through contract labour whether within or outside the premises of the HZL and shall release, defend and indemnify the Owner against any levies, fines and penalties which may be asserted or assessed against the Owner by reason of violation of such laws, rules, regulations or directives by any member of Contractor Group.

HZL reserves its right to demand adequate security for subsequent transactions as a surety for non-adherence of any statutory laws by the Contractor, in case there is a breach (actual, threatened or perceived) of any statutory laws. Provided however that the exercise of any such right to demand surety by the HZL shall not absolve the Contractor of any of its obligation / liabilities under this Agreement and / or the law.

Anything contained under Clause 3.5 above shall be without prejudice and will be in addition to, and not in substitution to any other clause under this agreement including annexures thereof.

3.6 Legal Compliance:

3.6.1 The Contractor shall ensure that the performance of this Agreement and provision of the Services complies to all provisions of the relevant legislations, regulations and bylaws of the central/state/local authorities having jurisdiction at site and, shall, unless mentioned otherwise in technical scope of work, arrange for all necessary statutory approvals at his own cost.

3.6.2 The Contractor shall give all notices required under the said acts, regulations and/or by-laws and shall indemnify the Owner towards any omission or commission in this regard.

3.6.3 The Contractor shall be responsible for observing all statutory laws as applicable including following:

- Mines Act
- Payment of Wages Act and Payment of Bonus Act
- Minimum Wages Act
- Contract Labour (Regulation and Abolition) Act, 1970
- Employees Liability Act
- Factories Act, 1965
- Payment of Gratuity Act, 1972
- Workmen/Employees Compensation Act.
- Apprenticeship Act
- Employee PF & Miscellaneous Provisions Act, 1952
- Family Pension Scheme
- Deposit Linked Insurance

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- Modern Slavery Act 2015
- Any other enactment / rule in force or made applicable from time to time.

3.6.4 The contractor shall take Workmen Compensation Insurance Policy to enable him to discharge various liabilities under Workmen/Employees Compensation Act.

3.6.5 The Contractor shall take valid labour license and shall submit the copy of it to the Buyer before commencement of the Services.

3.6.6 The Contractor shall pay to his workers, minimum wages plus other statutory benefits as per the Minimum Wages Act or as prescribed by Buyer for such jobs, whichever is higher. The wages to other semi-skilled & skilled workmen will be proportionally on higher side as applicable.

3.6.7 The Contractor shall obtain group insurance policy for the entire contract period for their employees and the same shall be submitted for verification within seven days of awarding the contract.

3.6.8 Anything agreed in the Contract but prohibited under any provision of the Indian Foreign Exchange Management Act, 1999 and amendments thereof, except with the permission of the Government of India and / or the Reserve Bank of India, shall be done only after such permission is granted.

4. Invoicing, Taxes, Payment and Insurance

4.1 The Supplier shall submit the invoices (both original & duplicate) along with the delivery of the Materials or performance of the Services. The Purchaser reserves the right to reject the Materials or Services received without the invoices.

4.2 The Supplier shall ensure that the invoices submitted in accordance with Clause 4.1 are complete in all respect and shall specify descriptions as required under the Goods and Services Tax and other Applicable Laws.

4.3 The Purchaser shall not be liable for any tax or levies or duties or charges for any reasons whatsoever, unless specifically mentioned in the invoice issued along with the delivery of the Materials or performance of the Services.

4.4 To the extent that the input tax credit is available to the Owner, the applicable GST, if any, shall be paid by the Owner, only upon fulfilment of the following conditions cumulatively:

- i. the Contractor shall submit valid invoice(s) to the Owner, in accordance with the Applicable Law, so as to enable the Owner to claim GST credits, if any, available to the Owner, under the Applicable Law. Such invoice(s) shall *inter alia* reflect, the details of the nature of service(s) provided, the breakup of Contract Price charged along with the applicable GST, if any, payable thereon, and all other details/ particulars/ information required to be furnished in this regard, in terms of the Applicable Law. The Owner shall not be bound to make any other payments except for the Contract Price and GST mentioned therein. Any out-of-pocket expenses shall not be

payable by the Owner, unless a valid invoice as per the Applicable Law is issued in this regard.

- ii. The Contractor shall discharge the liability of GST to the concerned authorities and upload the relevant details and the GST returns in relation to such payments within the stipulated timelines prescribed under the Applicable Law.

- iii. If at any time the credit of GST, paid by the Contractor, under any invoice issued by the Contractor, is denied to the Owner, or payment is demanded by statutory authorities due to a deficient invoice or incorrect reporting of transactions or inadequate documents or in the event an invoice or other tax documents do not satisfy the requirements under the Applicable Law or due to the Contractor's failure to deposit any tax collected from the Owner, the Contractor undertakes to defend, indemnify and hold the Owner harmless against any demand or denied tax credits as well as any interest, penalties and all other charges/ expenses imposed on the Owner as a result of claiming such tax credit.

- iv. the Contractor shall be responsible for ensuring that it is registered under the Applicable Law including relevant GST legislations during the term of this Contract. In case, the registration of the Contractor is cancelled, withdrawn or surrendered during the term of this Contract, or where, for any reason, whatsoever, the Contractor is not required to obtain registration under GST legislations, the Contractor undertakes to intimate the Owner immediately. If at any time, the Contractor fails to intimate the Owner about the deregistration/ cancellation, the Contractor undertakes to defend, indemnify and hold the Owner harmless against any liability including that of any unpaid GST as well as any interest, penalties and any/all other charges/ expenses imposed on the Owner as a result of the same.

4.5 the Contractor undertakes that it shall pass on the benefits of any tax related exemptions or rebates to the Owner and that it shall provide the Owner with any transaction related documentation/ information that it may require in order to avail any tax credits/ rebates/ deductions/exemptions.

4.6 the Contractor shall comply with the Anti-Profiteering measures prescribed under the GST legislations.

4.7 The Owner shall be entitled to retain or withhold any part or whole of the Contract Price including GST, if any, payable thereon, in the event the Contractor breaches any of the material terms of this Contract or is not in compliance with the conditions stipulated under Clause 3.1 above, until the same has been complied with, or the requirements under the Applicable Law in relation to this Contract have been adhered to. Such retention or withholding by the Owner shall not be deemed to constitute a breach of the Owner's obligations under this Contract and the Contractor agrees that it shall not seek any remedy, relief or claim from the Owner in relation thereto.

4.8 Supplier shall submit sufficient supporting document(s) along with its invoice for freight amount paid and consequently claimed by the Supplier, if the accepted freight term as "extra to be paid by the Purchaser".

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4.9 Without prejudice to any other right or remedy, the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable by the Purchaser to the Supplier.

4.10 Supplier shall not suspend deliveries for any payment delays on account of genuine disputes.

4.11 In the event of any discrepancy in the invoice submitted by the Supplier, the Purchaser shall give a written notice to the Supplier specifying the discrepancy thereof. Such invoices shall be treated as disputed invoice (**Disputed Invoice**).

4.12 Upon receipt of a notice from the Purchaser notifying any discrepancy in the Disputed Invoice, the Supplier shall withdraw the Disputed Invoice and submit a rectified invoice for the undisputed amount and the Purchaser shall pay the amount set out in such rectified invoice within a reasonable time. The Purchaser shall not make payment of the amount set out in the Disputed Invoice, if the Purchaser has notified any discrepancy with respect to certain entries in the Disputed Invoice till such time as the discrepancy is resolved by the Parties. For avoidance of doubt, the Purchaser and the Supplier shall endeavour to settle the disputed amount as quickly as possible through good faith negotiations.

4.13 Changes in Law

If, after the date of execution of this Agreement, there is any change in law, excluding any change(s) as result of interpretation by competent authority, tribunal & Court, which results in a change in the rate of any Tax included in the Service Provider's prices or rates or the introduction of a new Tax and such change results in an increase or decrease in the cost to the Service Provider of performing this Agreement then the Parties shall agree to a revision in pricing to reflect such change provided that:

(a) the Party requesting such revision shall promptly (and in any case prior to submission of the Service Provider's final invoice under this Agreement) but not later than 07 (seven) business days notify the other Party that such change in law has arisen; and

(b) the Party requesting such revision shall provide the other Party with documentary proof of such change in cost to the reasonable satisfaction of the other Party; and

(c) the provisions of this Clause 4.13 shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

4.14 Supplier shall effect and maintain with a reputed insurance company a policy (ies) of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained throughout during the subsistence of the Agreement.

4.15 PERFORMANCE BANK GUARANTEE

4.15.1 The provisions of this clause shall be applicable only in those cases wherein the Service Provider is required to furnish a performance bank guarantee as per the terms and conditions of this Agreement.

4.15.2 The Service Provider shall furnish, within 7 days of execution of this Agreement, and irrevocable Performance Bank Guarantee of such value as may be mutually agreed between the parties. The Performance Bank Guarantee so furnished by the Service Provider shall be released upon successful completion of the obligations of the Service Provider in terms of the Agreement after the Company duly submits a certificate to the effect that there are no claims against the Company from any of its vendors, subcontractors and/or any other third party, including but not limited to the Service Provider's employees, engaged in performance of the obligations of the Service Provider under the Agreement. If requested by the Company, the Service Provider agrees to extend the validity period of the Performance Bank Guarantee or to issue a further Performance Bank Guarantee in the event that the duration of this Agreement is for any reason extended beyond such validity date.

4.15.3 The Service Provider shall renew the Performance Bank Guarantee fifteen (15) days prior to the date the Performance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term. If the Service Provider does not submit to the Company a renewed Performance Bank Guarantee fifteen (15) days prior to the Expiry Date, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement Performance Bank Guarantee for the equivalent amount.

4.15.4 The Service Provider shall renew the Performance Bank Guarantee or otherwise submit an additional Performance Bank Guarantee, as duly required by the Company, on account of change in the Agreement value pursuant to a variation or amendment to the Agreement, within fifteen (15) days of being so notified by the Company. If the Service Provider does not submit to the Company a renewed Performance Bank Guarantee or an additional performance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down complete Performance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement performance bank guarantee(s) for the equivalent amount.

4.15.5 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Performance Bank Guarantees under the following circumstances:

- i) failure by the Service Provider to supply the Services in accordance with the Agreement resulting in termination; or
- ii) failure by the Service Provider to duly perform any of its obligations under this Agreement; or

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iii) Any valid claim made by the Company accruing due to any acts/omission of the Service Provider and the Service Provider fails to pay the Company for such a claim immediately upon such demand.

4.15.6 The provision and maintenance of the Performance Bank Guarantee by the Service Provider in accordance with the terms of the Agreement shall be a condition precedent to any payment by the Company to the Service Provider.

4.15.7 If the Service Provider fails to provide, maintain or renew the Performance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Performance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

4.15.8 In addition to the other circumstances specified in this Agreement, Company has the right to draw down all or part of the value of the Performance Bank Guarantee and, at Company's discretion, apply the proceeds in remedying any breach by Service Provider of this Contract. Such recourse against the Performance Bank Guarantee shall be without limitation to any other right or remedy of the Company in relation to the relevant Service Provider breach.

4.16 ADVANCE BANK GUARANTEE

4.16.1 The provisions of this clause shall be applicable only in those cases wherein the Service Provider is required to furnish an advance bank guarantee as per the terms and conditions of this Agreement.

4.16.2 The Service Provider shall furnish an irrevocable, unconditional bank guarantee equivalent to 100% of the Advance Payment, from a scheduled bank acceptable to the Company (acting reasonably) and in the form attached as Attachment 3 to Schedule I (Advance Bank Guarantee) or otherwise approved by Company and shall be valid till the expiry of the Contract to be paid by the Company to the Service Provider as per the terms and conditions of the Contract as security for the Advance Payment made by the Company to the Service Provider and to secure all other obligations of the Service Provider under this Contract (the "Advance Bank Guarantee") as a condition precedent to the release of Advance Payment.

4.16.3 The Service Provider shall renew the Advance Bank Guarantee ten (10) days prior to the date the Advance Bank Guarantee expires ("Expiry Date") in case of any extension to the Term. If the Service Provider does not submit a renewed Advance Bank Guarantee ten (10) days prior to the Expiry Date, with the Company, the Service Provider shall have the right to immediately draw down complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement Advance Bank Guarantee for the equivalent amount.

4.16.4 The Service Provider shall renew the Advance Bank Guarantee or otherwise submit an additional Advance Bank Guarantee, as duly required by the Company, on account of

change in the Contract Value or in case of any upward revision to the Advance Payment, pursuant to a variation or amendment to the Contract, within ten (10) days of being so notified by the Company. If the Service Provider does not submit to the Company a renewed Advance Bank Guarantee or an additional advance bank guarantee, as the case may be, within the said period of ten (10) days, the Company shall have the right to immediately draw down the complete Advance Bank Guarantee amount and shall reserve the right to retain such amounts till such time the Service Provider provides a replacement advance bank guarantee(s) for the equivalent amount.

4.16.5 In addition to the right contained in the preceding clause, the Company shall further have an unqualified right under the Agreement to draw on the Advance Bank Guarantees under in the following:

i) failure by the Service Provider to perform the Services in accordance with terms and conditions of Service Provider, to the satisfaction of the Company; or

ii) Any inadequate adjustment of the Advance Payment; or

iii) failure by the Service Provider to duly perform any of its obligations under this Agreement; or

iv) any valid claim made by the Company accruing due to any acts/omission of the Service Provider and the Service Provider fails to pay the Company for such a claim immediately upon such demand.

4.16.6 If the Service Provider fails to provide, maintain or renew the Advance Bank Guarantee in accordance with the terms of the Agreement, then the Company may, without prejudice to any other rights and remedies to which it may be entitled to, invoke the Advance Bank Guarantee and/or terminate the Agreement forthwith by written notice.

4.17 Audit and Inquiry:

i. If the Purchaser has a reasonable basis to believe that Supplier or any of its Affiliates has taken or failed to take any action that may expose the Purchaser or any of its Affiliates to any liability under the Applicable Laws or any other noncompliance(s) thereof, the Supplier agrees that the Purchaser shall have the right (but not the obligation) upon written notice to the Supplier, to make due inquiries from the Supplier and its Affiliates to determine, to the Purchaser's reasonable satisfaction, whether any actions or failures to act on behalf of Supplier or its Affiliates may subject Purchaser or any of its Affiliate to such liability and further undertakes to cooperate with the Purchaser in good faith.

ii. Purchaser shall have the right of access to Supplier's premises with a prior written notice to inspect the progress of manufacture; testing and commissioning of the Material or the performance of Services to otherwise satisfy itself as to compliance of the Agreement and agreed delivery dates. The Supplier shall procure similar rights of access for Purchaser at the premises of any sub-supplier, if required. For the avoidance of doubt, any inspection of the progress of

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manufacture or testing and commissioning of the Material or the performance of the Services, as the case may be, undertaken by the Purchaser shall in no way relieve the Supplier from any of its liabilities and obligations under the Agreement or otherwise.

5. Passing of Ownership, Risk, Copyright, Patents and other Proprietary rights etc. ("IPR")

5.1 Unless otherwise stated in the Purchase Order, Services shall remain at the risk of the Supplier until delivered in a deliverable state to the Buyer and in the manner specified in the Purchase Order and subject to performance testing by the Buyer as per the requirement of the specifications;

5.2 Where the Buyer rejects any Services in accordance with these conditions, such Services shall be deemed to have remained the property and risk of the Seller at all times.

5.3 (i.) If any Services performed or provided under the Agreement and/or Purchase Order involves a patent, copyright, trademark, or proprietary information (IPR), Supplier hereby grants Purchasing Group a permanent, irrevocable, worldwide, non-exclusive license to use the same without additional charge. Without prejudice to the above, the proprietary rights in relation to IPR of the Supplier shall continue to vest with the Supplier.

(ii) Buyer is the sole owner of IPR in anything developed and delivered under this Agreement / Purchase Order. Supplier shall provide at Purchaser's reasonable request any documentation necessary to confirm Purchaser's ownership interest in such IPR. Supplier shall retain ownership of any IPR vested in Supplier prior to this Agreement or created by Supplier outside of its performance of this Agreement during the term of this Agreement.

(iii) Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify, hold harmless and defend Purchasing Group, from and against any Claim by a third party for infringement of any IPR which may arise out of the sale and/or use of the Services performed and/or provided by Supplier.

6. Consequences of Default

6.1 If the Supplier, breaches any of the warranties or representation under the Contract; or breaches any other provision of the Contract or any of the Services otherwise fail to comply with the provisions of the Contract; the Buyer shall notify the Seller of such failure to comply with the Contract, or the breach of warranty, as the case may be.

6.2 If the Supplier fails to rectify such breach in supply of the Services under this Contract, which being capable of remedy are not remedied within 14 days of notice of such default, the Buyer may at its discretion and without prejudice to other rights and remedies under the Contract or otherwise, avail itself of any one or more of the remedies as hereunder:

i. reject the Services (in whole or in part) which are not in deliverable state as per the conditions of the Contract at

the risk and cost of the Seller and Seller shall immediately pay to the Buyer a full refund for the Services so rejected.

ii. give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Services or substitute Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled within a reasonable period specified by the Buyer;

iii. refuse to accept any subsequent performance of the Services which the Seller attempts to make, in each case without any liability to the Supplier;

iv. carry out or ensure that some other person carries out, at the Supplier's expense, any work necessary to make the Services comply with the Contract (including but not limited to freight, disassembly and reassembly);

v. instruct the Supplier to suspend performance of its obligations under this Contract with immediate effect and to take such steps as the Buyer may direct in order to remedy such breach at the Supplier's expense;

vi. claim such damages foreseeable or otherwise as may have been sustained consequential to such breach or breaches of the Contract as per terms and conditions of PO or under applicable Trade usage taking into account the prevailing trade practice or scientific data of potential loss attributable to usage of such Services;

vii. opt to use or consume the Services in the event of nonavailability of substitute Services or to maintain operations of the plant or to avoid plant shut down but without prejudice to its right to claim damages attributable to consequences arising due to off-spec Services;

viii. obtain substitute Services or purchase substitute services elsewhere and recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the Services in substitution from another seller.

6.3 If the Buyer exercises its rights under conditions (b), (d) and/or (e) above in respect of Services which do not, in the Buyer's opinion, meet the requirements specified in the Contract, the Supplier shall grant necessary right to the Buyer to utilise the relevant Services until such time as they meet those requirements.

6.4 Notwithstanding anything to the contrary in this Agreement, there shall be no obligation whatsoever on the Purchaser to accept any defective or sub-standard quality Service, and/or performance of the Agreement and it is expressly agreed by the Parties that acceptance of such defective or sub-standard quality Service, and/or delayed performance by the Purchaser in its sole discretion, shall not prejudice any right / claim of the Purchaser to damages for supply of such defective or sub-standard quality Service, and/or delayed performance and / or for breach of the Agreement. In the foregoing, the Purchaser shall reasonably determine the amount of damages that shall be leviable upon / payable by the Supplier. Any damages so determined by the Purchaser shall be paid by the Supplier within fifteen (15)

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days. The levy of damages / acceptance of performance, as above, shall not prejudice any rights of the Purchaser as per other terms of this Agreement / Purchase order.

6.5 In the event of breach by the Supplier of its obligations under the Contract, the Buyer may terminate the Contract in whole or in part or to rescind the Purchase Order, in each case without any liability to the Seller.

7. Risk purchase

In the event of any delay or any breach in performance of the Services, the Buyer shall be at liberty to either (a) continue the contract with due liquidated damages; or (b) engage any other agency, parallel to the Supplier, to complete part of the balance Services at the risk and cost of the Supplier; or (c) cancel the contract and get the balance Services done from any other agency at the sole risk and cost of the Seller. The additional cost and expenses so incurred by the Buyer in procuring the whole or part of Services shall be liable to be recovered from the charges payable to the Seller or the Security deposit or Bank Guarantee so deposited by the Supplier.

8. Permits, licenses, encumbrances, liens etc.

8.1 The Supplier shall ascertain and comply with the Applicable Laws in performance of the Contract and shall obtain and keep in good standing all approvals, permits and licenses, right of way, as the case may be, which are necessary or expedient for the performance of his obligation under the Agreement. These approvals, permits and licenses shall be valid and acceptable under appropriate laws.

8.2 The Supplier shall not cause or permit any lien, attachment or other encumbrance other than for borrowings in the ordinary course of business.

9. Indemnity

9.1 The Service Provider shall defend, indemnify and hold the Company, its directors, officials & employees etc., harmless from and against any and all against any and all claims, liabilities, costs, damages and expenses (including court costs and legal fees) in connection with any claim made by any third party (including, but not limited to, any claim made by any governmental or statutory authority) against the Company arising out of or in connection with the performance by the Supplier of its obligations under this Agreement.

9.2 The Service Provider shall be liable for and shall defend, indemnify and hold the Company its directors, officials & employees etc., harmless from and against and all claims in connection with any breach, infringement (whether actual or alleged) of Confidentiality, accident, bodily injury, fraud arising out of or in connection with the performance of this Agreement by the Service Provider.

9.3 This indemnity shall be without prejudice to any other rights or remedies, including injunctive or other equitable relief, which the Company may be entitled to.

9.4 The Company shall have the right to retain/ withhold out of any payment, to be made to the Service Provider, an amount sufficient to indemnify it completely against any such third-party claims and all associated costs.

9.5 It is the express intention of the Parties hereto that the provisions of this Agreement / Purchase Order shall exclusively govern the allocation of risks and liabilities of the Parties, it being acknowledged that the Agreement reflected herein has been based upon such express understanding. It is acknowledged that the compensation payable to Service provider as specified in this Agreement and/or applicable Purchase Order has been based upon the express understanding that risks and liabilities shall be determined in accordance with the provisions of this Agreement and/or applicable Purchase Order.

10. Limitation of Liability

10.1 Except as may be otherwise provided in this agreement, in no event shall either party be liable to the other, whether arising under contract, tort (including negligence), strict liability or otherwise, for any indirect, consequential, special, punitive, exemplary or incidental loss or damages of any nature arising at any time from any cause whatsoever.

10.2 The limitations of liability and exclusion of warranties as set out in the Agreement shall be to the maximum extent permitted by applicable law. Nothing in this Agreement purports to exclude or limit liability for fraud, death or personal injury.

11. Relationship between Parties

Nothing contained in the Agreement is intended to, or shall operate to, create a relationship of partnership or employer/employee or joint venture between the parties. Nothing in the Agreement constitutes either party as the agent or legal representative of the other party or creates any fiduciary relationship between the parties. Neither party shall have authority to act in the name or on behalf of or otherwise to bind the other or commit or purport to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) or pledge the credit of the other party for any purpose.

12. Notice and Communication

Any notice required to be given hereunder shall be given by sending the same by registered post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose in writing. If sending by hand, notice shall be deemed served at the time of dispatch and if sending by post, notice shall be deemed to have been given on the 3rd day on dispatch by post. If notice pertains to any breach of a legal term under the Agreement or otherwise, the same should be

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addressed to Head Legal, Hindustan Zinc Limited, Yashad Bhawan, Udaipur-313004 (Rajasthan).

13. Suspension

13.1 Suspension without Cause

13.1.1 Notwithstanding anything contained herein to the contrary, the Company shall have the right, without cause, at any time to require the Service Provider to suspend the Services (or part thereof) under this Contract by giving a prior written notice to the Service Provider.

13.1.2 The Company shall not be liable to make any payments of whatsoever nature during the Suspension Period pursuant to Clause 13.1.1.

13.2 Suspension Due to Default

13.2.1 If the Service Provider is in breach of any of its obligations under this Contract (including, without limitation, any breach of provisions/policies relating to health safety and environment), the Company shall, subject to Clause 13.2.2, be entitled to immediately suspend the Services by written notice to the Service Provider until such time as such breach has been remedied by the Service Provider, in which case no rates or other amounts shall be payable to the Service Provider in respect of such period of suspension.

13.2.2 Except in the case of a breach which in the reasonable opinion of the Company is likely to endanger the safety of any persons or property, the Company shall, prior to issuing any suspension notice pursuant to Clause 13.2.1, notify the Service Provider of the breach. Following receipt of such notice, if the Service Provider fails to immediately commence and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction, the Company may issue the suspension notice pursuant to Clause 13.2.1.

14. Termination & ss

14.1 Notwithstanding anything contained herein to the contrary, the Company may immediately terminate all or part of this Agreement/Purchase Order as under:

(i) by a written notice to the Service Provider in case of any breach of the terms of this Agreement by Service Provider and has failed to remedy such breach within 30 days from receiving notice from the Company.

(ii) if Service Provider (a) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (b) commences, or becomes the subject of, any bankruptcy, insolvency, reorganization (other than in the course of a corporate re-organization or to an affiliate), administration, liquidation or similar proceedings, (c) makes, or plans to make, a general

assignment for the benefit of its creditors, or (d) creditor attaches or takes possession of all or a substantial part of said Party's assets;

(iii) The foregoing shall not apply to any action or proceeding which is (a) in the reasonable opinion of the Company, frivolous or vexatious; or (b) discharged, stayed or dismissed within ninety (90) days of commencement;

(iv) if Service Provider is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than thirty (30) days, then Company may by giving notice in writing, terminate this Agreement with immediate effect. Any such termination shall be without prejudice to any of the right of the Service Provider accrued prior to the date of such termination.

14.2 Notwithstanding anything contained herein to the contrary, the Company may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Service Provider fails to obtain any approval required under the terms of this Agreement.

14.3 Upon termination of this Agreement, both Parties shall be relieved of their respective rights and obligations under this Agreement save such obligations and / or liabilities of the Parties set forth herein which (i) that the Parties have expressly agreed will survive any expiration or termination, or (b) by their nature would be intended to be applicable following any such expiration or termination, or (c) the Parties have accrued before expiration or termination, as the case may be.

14.4 Upon termination, the sole liability of the Company towards the Service Provider under the Agreement shall be to make payment of all direct and documented costs which have been incurred by the Service Provider till the date of termination.

14.5 In the event of Service Provider's breach of its obligations hereunder, no payment shall be due by the Company in respect of such services under the Agreement/Company order.

15. Force Majeure

15.1 For the purposes of this Agreement, "Force Majeure" means the occurrence of

any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party, has a material and adverse effect on the performance by that Party of its obligations under or pursuant to this Agreement, and that demonstrably could not have been foreseen by the Parties; provided, however, that such material and adverse effect could not have been prevented, overcome or remedied by the affected Party through the exercise of

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diligence and reasonable care; but provided, further, that the exercise of diligence and reasonable care will not include the obtaining or maintaining of insurance beyond the requirements of this Agreement.

15.2 Subject to clause 15.1 hereinabove, Force Majeure includes without limitation, the following events and circumstances, but only to the extent that each satisfies the above requirements as provided under Clause 15.1; (a) Act of God, (b) fire, flood, earthquake, epidemic, pandemic, natural disaster or extreme natural event (c) war, riot, insurrection, civil commotion, mobilization or military, call up of a comparable scope, which has been notified in accordance with this Clause 14 any direction, judgement, decree or any other order passed by any judicial/quasijudicial/administrative authority and/or any direction passed by the government authority/(ies) restraining the performance of obligations, whether in part or in full, of the affected party provided that such orders or directions must not emanate out of actions directly attributable to the affected party or (e) any event owing to any restrictions, directives/directions imposed or passed by the government, judicial, quasi-judicial authorities if they impede or delay the performance of the Agreement (Force Majeure Events).

15.2.1 FORCE MAJEURE EXCLUSIONS:

Force Majeure will expressly not include the following conditions, except and to the extent that they result from an event or circumstance otherwise constituting Force Majeure:

- (i) unavailability, late delivery or changes in cost of machinery, equipment, materials, spare parts or consumables;
- (ii) prevailing weather conditions at the place of performance of the services/works, including during monsoon periods;
- (iii) failure or delay in performance by any Subcontractor;
- (iv) normal wear and tear or flaws in materials and equipment or breakdowns in equipment.
- (v) any labour unrest/strikes or any other event of the like nature caused by the Service Provider (which includes its subcontractors) shall not be considered as a force majeure occurrence

15.3 In the event of a Force Majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify in writing to the other party without delay but not later than fifteen (15) business days on the initiation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimize effects of such Force Majeure Event. Provided, however, that the

occurrence of such an event would entitle the parties to renegotiate the time frame for performance of the respective obligations, taking into consideration the nature of such event. In such a situation, the party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall not be liable to the other party for the default or breach of this Agreement for the period of failure or delay. If the said notice is not received by the other party within fifteen (15) business days, after the party who fails to perform knew or ought to have known of the impediment, it is liable for damages resulting from such non-receipt.

15.4 Both Parties agree to use their respective reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so. Upon the cessation of the event of Force Majeure, the party declaring Force Majeure shall immediately but not later than three (3) business days give notice thereof to the other party.

15.5 Neither Party shall be liable in any manner whatsoever to the other party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof. The costs associated with taking all steps required to mitigate the effects of the Force Majeure Event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable shall be borne by the respective parties.

16. Governing Law and Dispute Resolution

16.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of India. Subject to Clause 16.2 below, the parties submit to the exclusive jurisdiction of the courts of Udaipur, India and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Contract.

16.2 Any dispute or difference whatsoever arising between the parties out of or relating to the interpretation, meaning, scope, operation or effect of this Agreement or the existence, validity, breach or anticipated breach thereof or determination and enforcement of respective rights, obligations and liabilities of the parties thereto shall be amicably settled by way of mediation by meeting(s) between senior management representatives of each Party. If the dispute is not conclusively settled within a period of twenty-one (21) days from the date of commencement of mediation or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act 1996. The arbitration shall be conducted as follows: (i) A sole arbitrator shall be appointed in case the value of claim under dispute is less than ₹ 50,00,000 (Rupees Five Million Only) and in any other event by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

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(ii) The language of the mediation and arbitration proceedings shall be English. The seat of arbitration shall be Udaipur, India.
(iii) The award made in pursuance thereof shall be final and binding on the parties. The right to arbitrate Disputes under this Agreement shall survive the expiry or termination of the Agreement.

(iv) It is clarified that the Services under the Agreement shall be continued by the Service Provider during the arbitration proceedings unless otherwise directed in writing by the Company.

17. Assignment and Subcontracting

17.1 Supplier may not assign, sublet or subcontract its rights or obligations under any Purchase Order, in whole or in part, to any third party without the prior written consent of Purchaser, which the Purchaser may at its sole discretion accept or refuse. Supplier shall have a written contract in place for each approved sub-supplier prior to such sub-supplier performing any Services. Supplier shall assume full responsibility for the acts or omissions of Supplier's sub-suppliers of any tier. All of Supplier's subcontracts, if any, for performance of the Services shall contain terms and conditions substantially similar to those contained in this Agreement and/or the applicable Purchase Order which protect and do not restrict Purchaser's rights as set forth in this Agreement and/or in the applicable Purchase Order.

17.2 Purchaser shall have the right to assign the Agreement / Purchase Order to its Affiliate or any third party customer. This Agreement shall inure to and be binding upon the respective successors and assignees of the Parties.

18. Recourse of the Parties

18.1 Supplier shall look only to Purchaser for the due performance of the Purchase Order and nothing therein contained shall impose any liability upon, or entitle Supplier to commence any proceedings against any third party customer or any person not a party to the Agreement or the Purchase Order.

18.2 Purchaser shall be entitled to enforce any Purchase Order on behalf of any third party customer in connection with the Agreement / Purchase Order as well as for itself and for this purpose, only Purchaser may commence proceedings against Supplier. The obligations and liabilities of Purchasing Group issuing Purchase Orders are several and not joint.

18.3 It is clarified that under no circumstances, by virtue of this Agreement, will the employee/workers of the Supplier be deemed to have any privity of contract with the Company nor would they or any of their heirs, assigns or successors would claim any benefit / privilege, whatsoever, from the Company.

19. Waiver and Remedies

A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege. All waivers under this Agreement must be made in writing.

20. Severability

If any clause or provision of this Agreement is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without affecting or invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

21. Amendment

This Agreement may be amended, modified, renewed or extended only by a written instrument signed by each of the parties hereto.

22. BUSINESS ETHICS

22.1 The Service Provider shall declare any conflicts of interest with the Company including relationship or financial interest of any nature whatsoever with employees, managers, other suppliers, vendors or stakeholders of the Company.

22.2 The Service Provider shall not use the services of any of the employees of the Company, directly or indirectly or enter into any sort of monetary transaction with the employees of the Company. The Service Provider undertakes that he has not given, offered or promised to give directly or indirectly any bribes, commission, gift, consideration, reward, or inducement to any of the employees of the Company or their agent or relatives for showing or agreeing to show favor or disfavor to any person in relation to this Agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the aforesaid undertaking, by the Service Provider, or his partners, agent or servant or any one authorized by him or acting on his behalf.

22.3 The Service Provider agrees to comply with the provisions of the Company's Supplier Code of Conduct which includes Antibribery and Corruption requirements (a copy of which is also available at http://www.vedantalimited.com/media/104182/supplier_code_of_conduct_december_2016.pdf), the Company's Human Rights Policy (a copy of which is available at http://www.vedantalimited.com/media/80325/vedanta_human_rights_policy.pdf) including the Modern Slavery Act 2015 as may be amended from time to

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time and in case of breach thereof, the same shall be treated as a breach of this Agreement.

22.4 The Service Provider shall maintain records and provide to the Company upon request such records and evidences, as the Company may reasonably require, confirming the Service Provider's compliance with the obligations under this clause.

22.5 The Company shall have a right to initiate "audit proceedings" against the Service Provider to verify compliance with the requirements under this clause. Such audit may be carried out by Company or by a reputed agency to be appointed by Company at the sole discretion of Company. The Service Provider shall extend full cooperation for smooth completion of the audit mentioned herein.

22.6 Notwithstanding anything in this agreement, Company shall have right to terminate the Agreement forthwith and recover from the Service Provider, the amount of any loss arising from such termination in case, it is found that the Service Provider has failed to comply with requirements under this clause including any corrupt practices. A decision of the Company or his nominee to this effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider.

22.7 If at any time during execution or performance of this Agreement the Service Provider becomes aware of any unethical practices or is faced with any undue demand, request for gratification or favor from any employee of the Company or a person connection with such employee, the Service Provider must report the same immediately to the Group Head-Management Assurance at the following address:

Group Head – Management Assurance, Vedanta, 75 Nehru Road, Vile Parle (E), Mumbai 400 099

'Complaints' can also be sent to the designated e-mail id: sgl.whistleblower@vedanta.co.in

23. Mistake, Fraud, Misrepresentation etc.

No rights shall accrue to the Seller or any obligation arise for the Buyer, if it is discovered at any time that the consent of the Buyer was obtained through fraud or misrepresentation or cheating or inducing mistake as to any fact material to such consent by Seller or any Representative of the Seller.

24. Confidentiality

24.1 Each party hereto shall, save as otherwise provided herein, maintain in strict confidence, and not disclose or use for a purpose other than the purpose set out herein, any confidential and/or proprietary information ("Confidential Information") of any party including this Agreement and the terms and conditions hereof. The foregoing covenant shall not

restrict a party from disclosing Confidential Information to the extent required in connection with any legal proceeding(s) or required for filing with govt. agencies, courts, stock exchanges or other regulatory agencies under applicable laws and regulations.

24.2 The parties shall restrict access to the Confidential Information only to its own employees or professional advisers who need to have such access for the purposes of performing the obligations or enforcing the rights under this Agreement and who have agreed with such party to abide by the obligations of confidentiality equivalent to those contained herein with such party. The disclosing party shall remain vicariously liable for such disclosure.

24.3 Unless otherwise agreed, this clause shall continue to remain in force for a period of 2 years after the expiry or termination of this Agreement.

24.4 For the purposes of this Agreement, the term 'Confidential Information' includes such non-public information which is disclosed by either party to the other party, whether or not marked confidential, and which includes inter alia, business policies or practices, business plans, dealings, customer lists or requirements, price lists or pricing structures, technical data, employee or officers' data, product lines, designs, research and development activities and findings, ideas, concepts, know-how, financial statements and other non-generic information whether tangible or intangible, written or oral, relating to any released or unreleased concepts, ideas, projects and services, the marketing or promotion of products and any other information received from any source which would be deemed as confidential or proprietary.

24.5 Each Party agrees that it will not use the name or logo of the other party, without the prior written consent of the other party(ies) hereto.

25. Non-solicitation and declaration

The Parties agree that during the term of the Contract and for a period of one year following termination, they shall not without the prior written consent of the other party directly or indirectly solicit for employment, engage, hire, employ or contract with any employee or ex-employee of the other party, who has worked in connection with fulfilment by the such party of its obligations hereunder in a key capacity, within six months of their departure.

26. Miscellaneous Provisions

26.1 Entire Agreement: This Agreement along addendums and with all annexures, if any constitutes the entire agreement and understanding between the parties with respect to its subject matter and overrides and supersedes all previous agreements, representations, written documents, correspondence and understanding of the parties, whether in writing or otherwise.

26.2 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an

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original Agreement and all of which, when taken together, will constitute one and the same instrument

26.3 Validation: This Agreement shall come into effect when authorized representatives of both Company and Supplier execute and affix their signature hereto in their due capacity, within 3 working days after confirmation of business by Company and constitutes the entire agreement between the Parties relating to its subject matter. Any alteration, amendment or addition to any of the terms of this Agreement shall become binding only when such alteration, amendment or addition is evidenced in writing and is executed by the authorized representatives of the both parties in their due capacity.

26.4 Costs: Each Party shall bear its own legal, professional and advisory fees, commissions and other costs and expenses incurred by it in connection with this Agreement.

26.5 Language of the Agreement: English shall be the language of the Agreement and all documentation prepared in relation to it. All of the parties' management staff engaged in work arising out of or in connection with this Agreement shall be fluent in English.

26.6 Remedies cumulative: Except as expressly provided in this Agreement, all remedies available to the Parties for breach of this Agreement are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

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[END OF CONDITIONS OF CONTRACT]

- This document "General Terms & Conditions" being uploaded in the website of "Hindustan Zinc Ltd" the Uniform Resource Locator (URL) for which shall be communicated in the corresponding Purchase Order along with the Annexure Special Terms and Conditions shall be deemed to be an integral part of the Purchase Order. Order Acknowledgement by the Seller shall cover acknowledging this document and the general terms and conditions mentioned herein as well.
- These Conditions along with the Special Terms & Conditions shall apply and shall be incorporated by reference/deemed incorporated in any Purchase Order issued hereunder and shall prevail at all times between the Parties over any other terms and conditions with respect to the provision of Services or supply of Materials or Services, except as modified, supplemented, or amended either: (i) by formal written amendment of this Agreement; or (ii) by incorporation of any special conditions into any Purchase Order. This Agreement, together with the Purchase Order, shall solely and exclusively form the contract between Purchaser and Supplier for the purchase of the Materials or Services to the exclusion of all other terms and conditions (including any terms or conditions which Supplier purports to apply to any purchase order, confirmation of order, specification, invoice or other document).

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