

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 **"Purchaser"** means Hindustan Zinc Limited, having its registered office at Yashad Bhawan, 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 **"Supplier"** means the party identified as a 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 Sub-Contractors and any of their employees, levied under the Applicable Law.
- 1.1.20 **"Trade Usage"** refers to generally accepted practice or norms in relation to expected standards, permissible deviation, internationally accepted scientific data, foreseeable

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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. Representation & Warranties

2.1 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 order has been made or petition presented for the bankruptcy protection, winding up or dissolution thereof against it.

(vi) It shall maintain high professional standards to ensure performance of this Agreement as per best business practices and in full compliance with statutory obligations.

(vii) 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;

(viii) 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;

2.2 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.

2.3 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.

2.4 **Specification Variation** Buyer may, at any time, make changes within the general scope of the Agreement and/or Purchase Order by giving written notice to 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

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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.

2.5 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 2.5 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.

2.6 Legal Compliance:

2.6.1 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 by-laws 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.

2.6.2 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.

2.6.3 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
- Modern Slavery Act 2015

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Any other enactment / rule in force or made applicable from time to time.

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

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

2.6.6 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.

2.6.7 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.

2.6.8 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.

3. Invoicing, Taxes, Payment and Insurance

3.1 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.

3.2 The Supplier shall ensure that the invoices submitted in accordance with Clause 3.2 are complete in all respect and shall specify descriptions as required under the Goods and Services Tax and other Applicable Laws.

3.3 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 alongwith the delivery of the Materials or performance of the Services.

3.4 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 de-registration/ 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.

3.5 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.

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

3.7 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 27.1 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.

3.8 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".

3.9 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.

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

3.11 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**).

3.12 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.

3.13 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.

3.14 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 non-compliance(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 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

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Agreement or otherwise.

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

4.1 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;

4.3 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.

4.4 (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.

5. Consequences of Default

5.1 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.

5.2 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 non-availability 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.

5.3 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.

5.4 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) 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.

5.5 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

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case without any liability to the Seller.

6. 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.

7. Permits, licenses, encumbrances, liens etc.

7.1 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.

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

8. Indemnity

8.1 The Supplier shall defend, indemnify and hold the Purchaser harmless from and against any and all Claims in connection with any taxes, levies, costs and charges which may be imposed on the Supplier or its sub-contractors by any Government Authority arising out of or in connection with the performance of this Agreement which originated from the performance of services by the Supplier Group.

8.2 The Supplier shall be liable for and shall defend, indemnify and hold the Purchaser harmless from and against and all Claims arising out of or in connection with the performance of this Agreement by the Supplier.

8.3 Supplier shall at all times be responsible for, shall release and shall defend, protect, indemnify and hold Purchasing Group harmless from and shall keep Purchaser's equipment and property free and clear of all liens, claims, assessments, fines and levies incurred, created, caused or committed by Supplier Group.

8.4 In the event the Purchaser is entitled to indemnification and intends to seek indemnification under this Clause, Purchaser shall promptly give Supplier notice of such Claim or action and the Supplier shall have the right to assume the defence of any such case at its own cost and expense.

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

8.6 Purchaser shall have the right to retain / withhold out of any payment to be made to the Supplier an amount sufficient to indemnify it completely against any such lien, claim, assessment, fine or levy exercised or made and all associated costs.

8.7 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 Supplier 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.

9. Limitation of Liability

9.1 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.

9.2 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.

10. 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.

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

12. Termination & Suspension

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12.1 Either Party may immediately terminate all or part of this Agreement/Purchase Order as under:

(i) by a written notice to the other Party if the other Party has committed any material breach of the terms of this Agreement and has failed to remedy such breach within 30 days from receiving notice from the other Party.

(ii) if other party (i) ceases, or threatens to cease, to function as a going concern or conduct its operations in the normal course of business, (ii) 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, (iii) makes, or plans to make, a general assignment for the benefit of its creditors, or (iv) either party's creditors attach or take possession of all or a substantial part of said party's assets; the foregoing shall not apply to any action or proceeding which is (a.) in the reasonable opinion of the party, frivolous or vexatious; or (b.) discharged, stayed or dismissed within ninety (90) days of commencement;

(iii) if either party is unable to carry out its obligations by reason of Force Majeure events and the force majeure continues for a period more than 60 days, then either Party 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 Parties accrued prior to the date of such termination.

12.2 The Purchaser may terminate all or part of this Agreement by one (1) months' written notice without assigning any reason whatsoever or if the Supplier fails to obtain any approval required under the terms of this Agreement.

12.3 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) have accrued before expiration or termination, as the case may be.

12.4 In the event of Supplier's breach of its obligations hereunder, no payment shall be due by Purchaser in respect of such order/Purchaser order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Purchaser.

12.5 Notwithstanding anything to the contrary in this Agreement, Purchaser may, at its sole discretion, suspend this Agreement / any Purchase Order, in whole or in part, upon twenty-four (24) hours written notice to Supplier for any reason whatsoever. The Purchaser shall promptly notify the Supplier in writing of the same.

12.6 In the event of written notice pursuant to Clause above, Supplier's failure to perform the Purchase Order to the standards required by the Purchase Order and Supplier's material breach of any of its obligations under the Agreement, no payment shall be due by Purchaser in

respect of such order/Purchaser order, or, in the case of suspension, until the failure or breach has been remedied to the reasonable satisfaction of Purchaser.

13. Force Majeure

13.1 Neither party shall be liable for any delay or failure in the performance of this Agreement due to act of God such as fire, flood, earthquake or like natural calamity, war, riots or civil commotion if they impede the performance of the Agreement or make performance unreasonably onerous and which could not reasonably be foreseen ("Force Majeure Events").

13.2 The party, which is not able to perform its obligations under this Agreement on account of Force Majeure Event(s), shall without any delay, notify in writing the other party on the initiation and cessation of such Force Majeure Event(s) and shall use diligent efforts to end the failure or delay in performance to minimise effects of such Force Majeure 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.

13.3 If the Force Majeure Event(s) continues beyond 30 days, the parties shall make efforts to find an amicable solution for future course of action agreeable to both parties in a fair and equitable manner.

(iv) 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.

14. Arbitration

14.1 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. 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 Indian Arbitration and Conciliation Act 1996. The arbitration shall be conducted as follows:

(i) The Arbitration shall be conducted by a forum of three arbitrators with one arbitrator nominated by each Party and the presiding arbitrator selected by the nominated arbitrators.

(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.

Notwithstanding the existence of any Dispute being referred

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to arbitration, the Parties shall continue to perform their respective obligations under this Agreement.

15. Governing Law and Jurisdiction

This Agreement shall be governed by, construed and enforced in accordance with the laws of India.

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 Agreement.

16. Assignment and Subcontracting

16.1 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.

16.2 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.

17. Recourse of the Parties

17.1 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.

17.2 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.

17.3 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.

18. 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.

19. 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.

20. Amendment

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

21. Code of Conduct

Supplier confirms having read and understood the Code of Conduct of Hindustan Zinc Limited ('Company'), a copy of which has been provided to the supplier and is also available at

<http://intranet.hzlmets.com/Departments/Secretarial/Shared%20Documents/HZL_BUSINESS_ETHICS_CODE_OF_CONDUCT_19_10_2015.pdf> and which inter alia includes (i) measures for prevention of corrupt practices, unfair means and illegal activities including compliance of all anti-bribery and anti-corruption laws and regulations of India, Foreign Corrupt Practices Act, 1977 of USA and UK Bribery Act, 2010 ; and (ii) adherence to the insider trading prohibition laws and regulations of all jurisdictions where securities of the company or its Affiliates may be listed including but not limited to SEBI (Prohibition of Insider Trading) Regulations, 2015 [SEBI (PIT) Regulations, 2015], which inter alia prohibits the supplier and its employees and associates from trading in the securities of the Purchaser based on any 'Unpublished Price Sensitive Information'. The Supplier confirms that he/she has read the relevant regulations stated above and policies of the Purchaser at the time of entering into this Agreement and undertakes to abide by the terms thereof to the fullest extent at all times. The Supplier affirms that it has formulated a Code of Conduct and instituted appropriate measures to comply with the requirements of SEBI (PIT) Regulations, 2015 as amended from time to time.

The Code of Conduct enlists compliance with the following acts and regulations:

- The UK Bribery Act ("UKBA")
- The Foreign Corrupt Practices Act (the "FCPA")
- SEBI (PIT) Regulations, 2015
- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013

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("Prevention of Workplace Sexual Harassment Act")

- Modern Slavery Act, 2015

Annexure I- Code of Conduct to these General Terms & Conditions shall be deemed accepted by Supplier as an integral part of this document.

22. 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.

23. Confidentiality

23.1 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.

23.2 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.

23.3 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.

23.4 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.

[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

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23.5 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.

24. 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.

25. Miscellaneous Provisions

25.1 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.

25.2 Counterpart: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original Agreement and all of which, when taken together, will constitute one and the same instrument

25.3 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.

25.4 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.

25.5 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.

25.6 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.

...: 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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