

**ELEMENT MATERIALS TECHNOLOGY**  
**PURCHASING TERMS AND CONDITIONS (INDIA)**

**1. GENERAL**

- a. In these purchasing terms and conditions (“**Conditions**”), “**Buyer**” means the Element Materials Technology group legal entity purchasing the Goods and/or Services from the Supplier; “**Supplier**” means the supplier indicated on the Order; “**Goods**” means the goods or other materials stated on the Order and any necessary ancillary goods or materials; “**Services**” means the services stated on the Order and any necessary ancillary services; “**Company**” means the Buyer and/or any of its subsidiary companies (within the meaning of Section 2(87) of the Companies Act 2013); “**Contract**” means the contract (incorporating these Conditions and the Order) made between the Buyer and the Supplier for the sale and purchase of the Goods and/or the Services; “**Order**” means the Buyer’s order for the Goods and/or the Services from the Supplier; “**Supplier’s Warranties**” means those warranties as set out in clauses 5a, 5b, 5c and 5d.
- b. The Order constitutes an offer by the Buyer to purchase the Goods and/or Services from the Supplier in accordance with these Conditions and the terms of the Contract. The Order shall be deemed to be accepted on the earlier of:
- (i) the Supplier issuing written acceptance of the Order; or
  - (ii) any act or performance by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.
- c. These Conditions together with the Order contain all the provisions which the parties have agreed in relation to the subject matter of the Contract and supersede any prior written or oral agreements, representations, proposal documentation or understandings between the parties (including any terms or conditions which the Supplier purports to apply under any brochure, price list, acknowledgement of order or similar document). These Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any variation to the Order or these Conditions shall have no effect unless expressly agreed in writing by the Buyer. These Conditions do not affect the Buyer’s statutory and other legal rights.
- d. The headings in these Conditions are for convenience only and shall not affect their interpretation. The word “including” will be construed without limitation so that it does not limit the general effect of the words which precede it and so that any examples that are given are not to be exclusive or limiting examples of the matters in question.

**2. DELIVERY OF GOODS/PROVISION OF SERVICES**

- a. The Supplier shall deliver the Goods and/or complete the provision of the Services by the delivery or completion date(s) stated in the Order. If no dates are so specified, delivery of the Goods and/or completion of the Services will be within 28 days of the date of the Order or by such later date as may be agreed by the Buyer and the Supplier in writing. Time for delivery of the Goods and/or completion of the Services shall be of the essence of the Contract.
- b. If the Order consists of any act which needs to be performed by the Supplier, simultaneous with an act of the Buyer, the Buyer shall not be obligated to perform its act until the Supplier has delivered and/or performed the Supplier’s act under the Order provided the Order does not expressly set out the sequence of performance by the Buyer and the Supplier.
- c. Delivery of the Goods and/or provision of the Services to the Buyer shall be made at the place(s) specified in the Order (or, if none specified, at the Buyer’s premises from which the Order is despatched) and by the method(s) specified in the Order (or, if none specified, using such method as accords with best accepted industry practices). No change to the delivery destination or method(s) as specified in the Order shall be made without the Buyer’s written consent.
- d. The Supplier shall deliver the quantity of goods stated on the Order. The Buyer may at its discretion accept a quantity variation and pay pro-rata for the actual quantity delivered.
- e. The Goods to be delivered by the Supplier shall be properly packed and stored during transit so as to reach their destination in an undamaged condition. All containers and other packaging shall be included in the price and non-returnable unless otherwise stated in the Order.
- f. In case of any defective Goods and/or materials being supplied by the Supplier, the Buyer shall have the right to either (i) reject the entire set of Goods delivered or (ii) only reject those which do not conform to the agreed specifications under the Order and accept the rest of them.
- g. In addition, the Supplier shall also be responsible for the following costs:
- (i) Faster mode transportation cost incurred by the Buyer, in dispatching the finished goods to its customers, due to any of the following:
    - a. Late delivery by Supplier;
    - b. Delay in the replacement of rejected material; or
    - c. Non-delivery/short delivery of the scheduled quantity.
  - (ii) Freight cost / faster mode transportation cost incurred by the Buyer in collecting the Goods and/or ancillary materials from Supplier (including the cost of Buyer’s representatives deputed to collect the Goods and/or ancillary materials), in the event of non-adherence on the part of the Supplier, in adhering to schedule.
  - (iii) If Supplier’s acts or omissions results in its failure to meet Buyer’s delivery requirements as set out particularly in the Order and the Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, the Supplier shall ship the goods as expeditiously as possible at its sole expense.
- h. The Supplier shall at its own cost obtain and comply with any necessary export/import licences, permits or consents (including work permits or consents) for the supply and delivery of the Goods or provision of the Services.
- i. The Buyer or its representatives shall have the right to inspect and test the Goods and inspect the provision of the Services, and the Supplier irrevocably grants the Buyer the right to enter its premises for these purposes. If as a result of such inspection or testing the Buyer is not satisfied that the Goods or the Services comply with the Contract and the Buyer so informs the Supplier then the Supplier shall take all necessary steps to ensure compliance. No inspection or testing shall imply any acceptance by the Buyer.
- j. The Buyer may at any time make changes in writing relating to the Order including changes in the specification of the Goods or the method of performance of the Services, quantities, packing or time or place of delivery of the Goods or performance of the Services. If such changes result in an increasing cost of, or time required for, the delivery of the Goods and/or the performance of the Services, an equitable adjustment shall be made to the price and/or the schedule for the delivery of the Goods or the performance of the Services. Any claim for adjustment by the Supplier must be approved by the Buyer in writing before the Supplier proceeds with such changes.
- k. The Buyer shall be entitled to cancel the Order in whole or in part by giving notice to the Supplier at any time prior to delivery of the Goods or performance of the Services, in which event the Buyer’s sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation shall not include loss of anticipated profits or any consequential loss.

**3. PRICE AND PAYMENT**

- a. Unless otherwise stated in the Order the price for the Goods and/or the Services is exclusive of Goods and Services Tax (GST) but inclusive of all other duties, fees or taxes, cost of delivery/ shipment, carriage, packing or provision to the Buyer, and shall not be subject to adjustment without the Buyer’s prior written consent.
- b. Unless a different intention appears from the terms of the Order and/or the Contract, stipulations as to time of payment are not deemed to be of the essence of a contract of sale.
- c. If no price is stated on the Order, a price must be agreed in writing with the Buyer before the Order is acted upon by the Supplier.
- d. The invoices may be issued in respect of the Goods and/or Services provided by the Supplier:
- (i) upon completion of the delivery of the Goods and/or Services by the Supplier; or
  - (ii) upon completion to the Buyer’s reasonable satisfaction of separate parts of the Goods and/or Services; or
  - (iii) in a manner otherwise specified in the Order.
- e. The Supplier’s invoices shall not be paid by the Buyer unless the invoices contain the permanent account number of the Supplier and all such information as is required under applicable GST provisions including the Order number, GST rate, amount of GST charged and the Supplier’s GST registration number.
- f. The Buyer will be entitled to withhold tax, if required under applicable law, from the price paid to the Supplier under this Clause 3.
- g. Unless otherwise stated on the Order, payment shall be due from the Buyer sixty (60) days from the date of invoice which the Buyer receives from the Supplier. The Supplier may not invoice the Buyer until delivery of the Goods to the Buyer or completion of the Services unless otherwise stated on the Order.
- h. Payment by the Buyer shall be without prejudice to any claims or rights which the Buyer may have against the Supplier and shall not constitute any admission by the Buyer as to satisfaction of the Supplier’s obligations under the Contract. The Buyer may withhold payment of any sums due under the Contract in the event of any dispute with or claim against the Supplier.
- i. the Buyer may, by notice in writing to the Supplier, set off any or all of the monies owing by the Buyer to the Supplier for the Goods or the Services against any amount owing from the Supplier to any Company (without prejudice to any other remedies of the Buyer in respect of any default by the Supplier).

#### 4. RISK AND TITLE

- a. Risk in and title to the Goods shall pass to the Buyer on delivery to the Buyer (or, if appropriate, on receipt of the Goods by the Buyer's carriers) provided that where the Goods are transferred to the Buyer in connection with the Services, risk and title shall pass to the Buyer on substantial incorporation into or onto the premises or the property of the Buyer or on completion of the Services (whichever is earlier).
- b. Where the Buyer supplies to the Supplier materials and/or equipment on a free issue basis for use in the manufacture of the Goods for supply to the Buyer under the Contract, such materials and/or equipment shall at all times remain in the ownership of the Buyer but shall be at the Supplier's risk from point of receipt by the Supplier. The Supplier shall only use such materials and/or equipment for the purpose of manufacturing the Goods under the Contract, shall not subject such materials and/or equipment to any charge, lien or encumbrance and shall where reasonably practical keep such materials and/or equipment separate and clearly identified as the Buyer's property.
- c. The Supplier shall hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier ("**Buyer Materials**") in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose of or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation.
- d. Title to all items provided to the Supplier for or in connection with the provision of the Services shall remain at all times with the Buyer and the Supplier shall not exercise, assert or purport to exercise or assert any lien of whatever nature in connection with such items and risk in them shall remain with the Supplier until completion of the Services and redelivery to the Buyer (when risk shall revert to the Buyer).

#### 5. WARRANTY AND LIABILITIES

- a. In the case of the Goods the Supplier warrants to the Buyer that:
  - (i) the Goods as delivered shall comply with all specifications and/or drawings supplied by the Buyer to the Supplier or, if none, with the Supplier's standard specifications and with any description or sample;
  - (ii) the Goods shall be of satisfactory/ merchantable quality (within the meaning of the Sale of Goods Act 1930, as amended), sound design, materials and workmanship and fit for any purpose held out by the Supplier or specified by the Buyer or as may be reasonably inferred from the Contract or dealings between the parties and the Supplier shall hold in custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the supply of the Goods; and
  - (iii) the Goods shall comply with all applicable laws, standards and regulations (and with any collection, quantity or other requirements stated on the Order) concerning the manufacture, packaging, labelling, storage, handling and delivery of the Goods, and with all relevant Health and Safety and Environmental regulations, Indian Standards and with best accepted industry standards.
  - (iv) The Supplier hereby undertakes to abide by any regulations imposed by certification authorities, standard owners, accreditation bodies from time to time (including the National Accreditation Board for Testing and Calibration Laboratories, if applicable) or any governmental or regulatory body in India.

In addition to all warranties implied in fact or at law, (including the implied warranties of merchantability and fitness for a particular purpose), the Supplier expressly represents and warrants that all Goods furnished shall be free from all liens and encumbrances, design defects, and defects in materials and workmanship and shall conform strictly to all specifications and requirements of the Order.

- b. In the case of the Services the Supplier warrants to the Buyer that:
  - (i) the Services shall, on completion of their provision to the Buyer, comply with the agreed specification or, if none, with the Supplier's standard specification and with any description or demonstration and shall otherwise be the best of their kind provided in the trade and be to the Buyer's reasonable satisfaction;
  - (ii) the Services shall be provided with the highest standards of care, skill and workmanship accepted within the trade and the Supplier shall hold in safe custody at its own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the provision of the Services;
  - (iii) it shall use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - (iv) it shall use the best quality goods, materials, standards and techniques, and ensure that the deliverables and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
  - (v) the Services shall be provided in accordance with all applicable standards, regulations and/or legal requirements, all relevant Indian Standards, and best accepted industry practices; and
  - (vi) in the case of the Services provided on or at premises of the Buyer, the Supplier shall comply with all relevant Buyer policies (including health and safety policies and physical, systems and information security policies) and with the Buyer's site regulations in force from time to time and with other reasonable requests of the Buyer.
- c. The Supplier warrants that it shall not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.
- d. Any Good/s or part thereof which is repaired or replaced shall be warranted for a period at least as long as the original warranty of the non-conforming Good/s. All warranties are for the benefit of Buyer and its customers, and shall survive acceptance, payment, subsequent use and/or resale or other disposition of the Good/s.
- e. If the Buyer finds that the Goods and/or the Services (or any of them) fail to comply with any of the Supplier's Warranties (however slight the breach) the Buyer may, by giving notice to the Supplier:
  - (i) reject any of the Goods or any part thereof (including any or all of the Goods not affected by such failure to comply), and/or require the immediate refund of any monies already paid and/or cancel the Order and for the avoidance of doubt, such right shall still be available to the Buyer even if the Buyer has re-sold or otherwise dealt with the Goods;
  - (ii) refuse any further delivery of any Goods or the further provision of any Services (including under another Contract);
  - (iii) require the Supplier (free of charge) to make good or replace the Goods or re-perform the Services to the Buyer's satisfaction (in either case within 30 days). Any demand to make good, repair, replace or re-perform shall not prevent the Buyer rejecting the Goods and/or the Services if the Supplier fails to comply or if the making good, repair or re-performance is unsatisfactory. Any replacement Goods or re-performed Services shall comply in all respects with the Supplier's Warranties; and/or
  - (iv) (by itself or through arrangements with a third party) make good, modify repair or otherwise correct the Goods or re-perform the Services at the Supplier's cost. The Supplier shall immediately on demand reimburse the Buyer its costs and expenses of such making good, modification, repair, correction or re-performance.
- f. The Goods which are alleged not to comply with the Supplier's Warranties shall as far as practicable be preserved by the Buyer for inspection by the Supplier (provided that the Supplier inspects the Goods within 14 days of being notified of the alleged defect by the Buyer), and shall, if reasonably practicable, be returned to the Supplier at the Supplier's cost.
- g. The Supplier shall take out and maintain insurance with a reputable insurance company against any loss or damage whatsoever to the Buyer, the Buyer's employees, the Buyer's property, and any third party, whether caused by the Supplier's (or its sub-contractors') default in providing the Services or supplying the Goods or otherwise through the Supplier's (or its sub-contractors') negligence in amounts adequate to cover any such potential loss or damage that may be incurred by the Buyer (or such other amounts as may be specified on the Order). In addition, Supplier agrees to procure, at its own expense and keep in full force and effect insurances as required under the Employees' State Insurance Act, 1948. The Supplier shall provide evidence of such cover to the Buyer upon the Buyer's request. The insurance taken by Supplier pursuant to this Clause as required by the Buyer, shall not be considered as a limitation of Supplier's liability, nor an agreement by Buyer to assume liability in excess of insurance limits or for risks not insured.

#### 6. SUBCONTRACTING

The Supplier shall not subcontract its obligations under the Order without the prior written consent of Buyer. If the Buyer approves a subcontractor, the Supplier agrees to enter into a written agreement with the subcontractor that obligates subcontractor to be bound by and to comply with all the conditions set forth herein. At Buyer's request, Supplier shall provide the Buyer with a copy of such written agreement.

#### 7. FORCE MAJEURE

The Buyer has the right to defer the date of delivery or payment, cancel the Order, and/or otherwise vary the Contract if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control (including acts of God, war, fire, epidemics, pandemics, riot, accident, terrorism, explosion, sabotage, insurrection, civil disturbance, requisition, prohibitions or measures of any kind on the part of a governmental, parliamentary or local authority, import or export regulations or embargoes, strikes or labour disputes, breakdown of plant or machinery, unavailability of fuel or power, flood, storm, tempest, explosion and national emergencies).

## **8. INTELLECTUAL PROPERTY; THIRD PARTY CLAIMS**

- a. All designs, drawings, prints, samples, specifications and other materials prepared by the Buyer for the purposes of the Contract, and any such items prepared by the Supplier for the purposes of the Contract and representing, containing or embodying proprietary designs or other intellectual property (including patents, inventions, know-how, trade secrets, registered designs, copyrights, database rights, trade marks, service marks, logos, domain names, business names, trade names and design rights) of the Buyer or prepared by the Supplier in accordance with the Buyer's commission or specification shall remain or become the Buyer's property (as the case may be) (collectively "**Buyer's Property**") and shall be returned to the Buyer upon completion or termination of the Contract. All Buyer's Property is deemed to be proprietary and/or confidential and shall be and remain the sole and exclusive property of Buyer unless otherwise expressly agreed as part of the Contract. The Supplier shall use Buyer's Property only for the purpose of fulfilling Buyer's Orders and/or as per the terms of the Contract. The Supplier undertakes, on request from the Buyer and at no cost to the Buyer to execute or procure the execution of (as the case may be) such documentation, authorisation or declarations as may be reasonably required to vest full right, title and interests in the rights concerned in the Buyer.
- b. The Supplier shall not use or allow to be used in any manner not approved by the Buyer, any trade marks or trade names required by the Buyer to be applied or used by the Supplier in relation to the Goods or the Services.
- c. The Supplier shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any intellectual property rights of the Buyer and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect.

## **9. CONFIDENTIALITY**

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, or information relating to the business, affairs or property of the Buyer or any of the Goods or the Services which are of a confidential nature and have been disclosed to the Supplier by the Buyer, its employees, agents or sub-contractors, and any other confidential information concerning the Buyer's business or its products or its services that the Supplier may obtain (including any such information referred to in clause 8a without the Buyer's prior written consent). The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors on a need to know basis for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. This clause 9 shall survive termination of the Contract. In the event the parties have entered into a separate Confidentiality or Non-Disclosure Agreement governing the transactions to which these Conditions apply, the terms of such Agreement shall take precedence over this clause 9.

## **10. DATA PROTECTION**

- a. The Buyer and the Supplier agree that they shall comply with applicable data protection, privacy or similar laws ("**Data Protection Laws**"), in relation to any personal information and/or data shared by either of them under the Contract ("**Protected Data**"), and render such assistance and co-operation as is reasonably requested by the other in this regard.
- b. The Supplier agrees not to provide or otherwise make available personal data to the Buyer, other than business contact information (for example, business telephone number and email address and job title or staff ID), payment related information and tax registration details as may be required by the Buyer, unless otherwise required for the provision of the Goods and/or Services, in which case such additional personal data shall be specifically identified in advance by the Supplier and agreed to in writing by the Buyer.

## **11. ANTI-CORRUPTION**

- a. The Supplier undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Prevention of Corruption Act 1988 ("**Anti-Corruption Laws**") and that it shall not do, nor omit to do, any act that will lead to the Buyer being in breach of any of the Anti-Corruption Laws. The Supplier shall comply with the Buyer's anti-corruption laws and policies as may be notified to the Supplier and updated from time to time.
- b. The Supplier shall promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.

## **12. MODERN SLAVERY**

- a. In performing its obligations under the contract, the Supplier shall, and shall ensure that each of its subcontractors shall, comply with all applicable laws, statutes, regulations and codes relating to the prevention of slavery and human trafficking including the Immoral Traffic (Prevention) Act, 1986.
- b. The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- c. The Supplier shall notify the Buyer as soon as it becomes aware of any actual or suspected slavery or human trafficking in its supply chains.

## **13. INDEMNITY**

The Supplier shall indemnify the Buyer against any direct, indirect or consequential losses, damages, proceedings, liabilities, claims, costs and expenses (including legal expenses on a full indemnity basis) which may be suffered or incurred by the Buyer as a result of or arising out of or in connection with:

- a. any Goods and/or Services failing to comply with any of the Supplier's Warranties;
- b. any Goods and/or Services being defective or failing to comply with any applicable laws or regulations;
- c. any late or incomplete delivery of the Goods or performance of the Services by the Supplier;
- d. any other breach of the Contract by the Supplier or any negligent act of the Supplier, its employees, agents or contractors (whether or not causing or contributing to death and/or personal injury);
- e. any claim made against the Buyer in respect of any liability, loss, damage, cost or expense sustained by the Buyer's employees or agents by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Goods and/or the Services; or
- f. any actual or alleged infringement by the Supplier of the rights of a third party or the Buyer under any patent, registered design, copyright, design right, trade mark, service mark or trade-name or other intellectual property rights.

## **14. TERMINATION AND SUSPENSION**

- a. The Buyer may terminate the Contract forthwith or suspend the whole or any outstanding part of the Order by written notice to the Supplier if:-
  - (i) if the Supplier commits a breach of any terms of these Conditions or the Contract or the Order with the Buyer which is incapable of remedy or, if capable of remedy, has not been remedied by the Supplier in accordance with a written notice from the Buyer requiring remedy within the period specified in the said notice; or
  - (ii) the Supplier fails to deliver or despatch the Goods or commence or complete the Services on the date or within the period (as the case may be) required under clause 2a of these Conditions; or
  - (iii) the Supplier is unable to pay its debts as they fall due, ceases (or threatens to cease) to carry on its business, enters into any arrangement or composition with its creditors, commits any act of bankruptcy or an order is made or an effective resolution is passed for its winding up, or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed or suffers any foreign equivalent of the foregoing; or
  - (iv) the Buyer has reasonable grounds for suspecting that an event in clause 14a.iii has occurred or will occur, or that the Supplier will not deliver the Goods or provide the Services in accordance with the Contract.
- b. The Buyer reserves the right in the circumstances stated in clause 14a to remove from the premises where they are being made any of the Goods in course of preparation for the Contract and to have the same completed elsewhere or to remove from the premises where they are being processed or otherwise dealt with in connection with the Services any materials provided to or on behalf of the Supplier in connection with the Services. The Buyer shall be entitled to charge the Supplier the costs incurred by the Buyer in having the Goods and/or the Services completed by others but shall credit to the Supplier a fair proportion of the price for any Services provided, the Goods or materials so removed or work in progress taken over by the Buyer.

## **15. MISCELLANEOUS**

- a. Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer under this Contract or any other contract.
- b. Nothing in this Contract shall create or be deemed to create a partnership between the parties.
- c. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Buyer.
- d. Any provision of these Conditions which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions and the remainder of such provision shall not be affected.
- e. Notices must be in writing, in English, to the Buyer's or the Supplier's address and may be delivered by hand, registered post, facsimile or by electronic mail. If delivered by hand, the notice shall be deemed delivered on the first working day after day of delivery. If delivered by post, the notice will be deemed delivered on the third working day after being placed prepaid in the first class post. If delivered by facsimile or electronic mail, the notice will be deemed delivered at the time of transmission.

- f. No failure or delay by the Buyer to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy. No remedy for the Buyer conferred by any of the provisions of the contract is intended to be exclusive of any other remedy, and every remedy will be cumulative and in addition to every other remedy.
- g. The provisions of these Conditions which expressly or impliedly have effect after termination of the Contract shall continue to be enforceable notwithstanding termination (including clauses 7, 8 and 9 and 14b).
- h. The Contract shall be governed by and construed in accordance with the laws of India and the Supplier submits to the exclusive jurisdiction of the courts of Mumbai, India.
- i. All disputes under the Contract shall be referred to arbitration by a sole arbitrator mutually appointed by both the Buyer and the Supplier. The proceedings of such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and shall be held at Mumbai. The parties are entitled to apply to the competent courts for interim or interlocutory relief in respect of such arbitration.