



Purchase Order

Supplier Name & Address : Vendor Code : 121344 AEON AIRCONDITIONING SOLUTIONS OFFICE NO 108 & 109.DEVASHREE GARDEN COMMERCIAL COMPLEX., R. W. SAWANT MARG. ABOVE SHEETAL DAIRY, RUTU PARK, THANE 400601 India Contact Name : Tel No: 2231216896 GSTIN: 27AYYPS2229K1ZK	PO No: 4700012076	Date : 23.04.2026
	Job State Code:	Currency: INR
	Asset : 20008317 - 0 1.5 Tonn AC	
	Payment Terms: 7 days PDC against PI	
Dispatch to : Provenance Land Pvt. Ltd. 114, Four Season Hotel, Dr. E. Moses Road, Worli, GST: 27AADCM1868J1Z6 Mumbai-400018 India Contact Name: Mr. Sanjay Kulia#9547960576 Place of Supply: 27	Invoice to : STERLING AND WILSON PVT LTD Universal Majestic, 9th Floor, P. L. Lokhande Marg, Govandi (West), Mumbai-400043 GSTIN: 27AAACS9939D1Z4	

Sr.No	Item Description	Qty	Unit	Rate	Amount
00010	1.5 Tonn AC Split AC 5 Star 1.5 Ton. Supply Plus Installation. Installation charges are below: 1) Standard Installation, Pressure Testing, Vacuumizing, Testing <(>&<> Commissioning of Hi Wall Unit - 1.5TR - Rs 1650 2) Refrigeration Piping for Split Unit - Included for 3 Mtr else Extra Rs. 1050 Per Mtr. 3) Interconnecting Cable Indoor <(>&<> Outdoor for Split unit - Included for 3 Mtr else extra Rs 180 Per Mtr. 4) Drain Pipe 25mm Hard PVC Pipe - Considered Tentative - 5 Mtr at Rs. 170 Per Mtr 5) L-Type Stand for Split unit at Rs. 900 Each Required for site store. Make: Daikin Model No. FTKU50XV 2026 model	3.000	NOS	42,733.34	128,200.02
	CGST			9.00 %	11,538.00
	SGST			9.00 %	11,538.00
	Delivery Date: 30.04.2026				
Total Net Amount					128,200.02
CGST					11,538.00
SGST					11,538.00
Total GST					23,076.00
Total Amount Including Tax					151,276.02



Purchase Order

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Date : 23.04.2026

Total Amount		151,276.02
Rounded Value		0.02-
Total Amount (Rounded)		151,276.00

Rupees ONE LAKH FIFTY ONE THOUSAND TWO HUNDRED SEVENTY SIX Only

Header Note**1. SCOPE OF WORK**

Ordered Items will be in accordance with the Technical Specification / Agreed MOM without any deviation until and unless specified and agreed upon mutually. You shall ensure that the equipment delivered is of excellent workmanship and high quality in line with the latest IS standard as applicable.

Prices are inclusive of Commissioning assistance as applicable, shall be provided by supplier as per our site requirement.

2. DELIVERY SCHEDULE

Time is the essence of this contract and you shall endeavor to complete all the deliveries 1 week from the date of order confirmation.

3. FREIGHT & INSURANCE

Freight: The prices are on CPT Site basis.

4. TERMS OF PAYMENT

Terms of payment shall be as under:

7 Days PDC against PI.

Vendor should submit following documents listed below for Booking the Invoice :

- 1) Original Invoice Copy along with Delivery Challan.
- 2) Packing List
- 3) Test Certificate
- 4) Warranty Certificate
- 5) Original Copy of LR (Consignment Note)
- 6) O&M Manual as applicable
- 7) Escalation Matrix
- 8) As Built Drawing
- 9) Inspection Release Note / Material Dispatch Clearance Certificate (MDCC).
- 10) Computerized Weight Slip (In case unit of materials is in Kgs).

Kindly note that in absence of above said documents, your Invoice shall not be processed further for payment by our Finance Department. In case of noncompliance for more than 7 Days, your terms of payment shall be considered from the date of receipt of these document."

All the invoices must carry our Purchase Order No. / Item Sr. No/ Item Description exactly as per PO.

5. WARRANTY CLAUSE

**Purchase Order****Purchase Order No : 4700012076****Date : 23.04.2026**

You shall ensure that the product / components supplied by you shall be new and of first class workmanship, of suitable design and free from defects resulting due to use of any defective material and defect in the manufacture or design, whether such product / components and equipment's supplied are manufactured by you or your sub-contractors or purchased from any other source by you and supplied to us. The execution shall be in a good workmanship like manner. You shall replace free of charge the product found defective within 18 months from the date of supply and 12 months from date of installation/Commissioning whichever is earlier.

6. DRAWING / CATALOGUE SUBMISSION

You shall furnish 3 sets drawings, data sheet & catalogue for ordered items should be submitted to us within 3 working days from the date of receipt of our LOI / Purchase Order. For subsequent revisions, if any the revised drawings shall be submitted within 2 working days, and the final drawings shall be submitted in 3 sets along with 1 set of soft copy.

Please note that delay in submission / resubmission of drawings from your end beyond specified period has to be compensated with the delivery period (manufacturing time).

The Supplier shall furnish its Quality Assurance Plan (QAP) to SWPL for approval, containing the overall quality of manufacturing and inspection procedure within 5 days of receipt of the Purchase Order. QAP shall be subject to acceptance and approval by our Quality Department.

7. MANUFACTURING CLEARANCE

Manufacturing shall be undertaken on approval of GA Drawings / Data Sheet & MQP and on issue of Manufacturing Clearance. Only the qty. cleared for Manufacturing shall be manufactured. Any items manufactured without above said approval and clearance shall not be accepted.

8. INSPECTION AND TESTING

Material shall be offered for inspection by raising formal inspection call letter giving advance intimation of at least 7 days prior to schedule inspection date, backed up by Photo Image of ready goods and internal test certificates. Tests shall be carried out as per the relevant Indian Standards (as well as any other standard specified in the technical specifications) and/ or as per approved QAP / as per consultant requirement.

Valid Type Test as per specification is must for similar rating shall be provided by you. In absence of same, Supplier shall carry out below mentioned test at no extra cost. In case of any delay for the said process, Supplier shall ensure that committed deliveries are not affected on account of same.

In addition, we shall be at liberty to visit your Works any time during execution of the order to inspect and examine the equipment. We shall have the right to reject whole/part lot of the material if found unsatisfactorily during the inspection and testing and not in line with the specifications laid down in the contract. In case we find that the equipment is not ready for inspection on the date intimated by you, you will have to bear the cost of travel and pocket expenses of our representative subsequent visits / inspection charges of TPI, to carry out inspection and testing of the equipment.

9. DISPATCH CLEARANCE

The Supplier shall not despatch the Equipment, unless the Supplier has received the formal despatch clearance cum instructions from SWPL in writing.

10. LIQUIDATED DAMAGES

**Purchase Order****Purchase Order No : 4700012076****Date : 23.04.2026**

In case of delay in delivery of part / complete order beyond the agreed delivery period penalty will be levied @ 0.5% per week of order value maximum to 5%.

11. REJECTION OF DEFECTED ITEMS

If the item or any portion thereof, after its acceptance or taken over, is found to be defective or fails to fulfill the requirements of the contract, we shall give the notice, setting forth particulars of such defects or failures and you shall forthwith make the defective item good and make it comply with the requirement of the order provided the damage caused is not due to mal operation.

Should you fail to do so within reasonable time we shall reject and replace at your risk and cost the whole or any portion of the item as the case may be which is defective or fails to fulfill the requirements of the order. Such replacement shall be carried out by SWPL/Our client / end client within a reasonable time and at a reasonable price and where reasonably possible to the same specification. Your liability under this clause shall be satisfied by the payment to SWPL / Our client / end client of the ascertained dues, if any between, the replacement price of the equipment including charges for erection and / or supervision of erection and the original contract price including charges for erection and / or supervision of erection in respect of such defective plant.

In the event of such rejection SWPL shall be entitled to use the item in a reasonable and proper manner for a time reasonably sufficient to enable him to obtain other replacement plant.

12. AFTER SALE SERVICE

You shall render after sales services whenever called for, free of cost, during the warranty period. This is further to our warranty clause. After expiry of the warranty period you shall render services on mutually agreed terms.

13. DEFECT LIABILITY CLAUSE

In case any defect is noticed in your product / workmanship, you shall send your service personnel to site immediately on intimation from us. Your personnel shall carry out the rectification work if necessary or replace the equipment. All costs in this connection shall be borne by you.

In case of replacement, you shall supply and install the new product at site at any cost and take back the defective product only after carrying out the replacement.

In case our personnel are not in a position to commission the equipment satisfactorily, due to malfunctioning of some of the components supplied by you, you shall depute your Service Engineer to site, free of cost for carrying out necessary repairs/replacement and assisting our personnel in commissioning.

If you do not carry out the repair/replacement within a reasonable/mutually agreed time limit, we shall carry out the work /replacement ourselves and debit the expenses to you.

14. ORDER ACKNOWLEDGEMENT

Your Order Acknowledgement should reach to us within 3 working days, after receipt of our Purchase Order by way of Email, failing which it will be deemed as an unconditional acceptance of all terms & conditions including contents in the Purchase Order.

15. CANCELLATION OF ORDER

**Purchase Order****Purchase Order No : 4700012076****Date : 23.04.2026**

Without prejudice to our rights to receive compensation for breach of contract we shall have the option to cancel the order in part of in full by giving 1 weeks# notice in writing to you if you fail to comply with any stipulations contained in the order.

In the event of rejection of non-conformities, we shall cancel the order as to the non-confirming goods and shall further retain the rights with respect to substitution at your cost in installing and removing the non-conformity correct at your cost.

This purchase order is valid subject to client's approval of your make and drawings.

16. FORCE MAJEURE

The supplier shall be under no liability for failure to deliver and the purchaser for failure to accept the deliveries of goods if such failure to accept the deliveries of goods is due to an Act of God, state enemies, fire, earthquake, floods, strikes, lockout, transportation embargoes etc.

17. ARBITRATION

All disputes whatsoever, which shall arise between the Parties hereto during the continuance of the Contract or afterwards, touching the Contract or the construction or application thereof or any clauses contained on the rights, duties, liabilities of either Party in connection therewith, shall be referred to a final and binding settlement by a sole arbitrator to be appointed with the consent of both the Parties.

The place of arbitration shall be Mumbai and the arbitrator appointed shall have held the office of a judge of any Indian High Court or the Supreme Court of India. In the event of the Parties not being able to agree to a sole arbitrator within period of 15 days from being called upon by the other party to agree to such appointment, then in that event SWPL shall have the right to nominate such sole arbitrator with such qualification and his decision will be final and binding on the Parties. Such arbitration proceedings will be held in consonance with the provisions of The Arbitration and Conciliation Act of 1996 or any statutory modification or re-enactment thereof for the time being in force.

18. JURISDICTION

The Contract shall be governed by Indian law. Subject to the arbitration in Article 21 above, the Courts at Mumbai shall have exclusive jurisdiction on the Contract.

19. INTELLECTUAL PROPERTY RIGHT

Supplier represents and warrants that Supplier holds any and all rights, title and interest in and to the Products and the Documentation necessary to grant the rights and licenses herein, and that as of the Effective Date, there are - to the best of Supplier's knowledge - no claims, disputes, suits, arbitral or other proceedings pending or anticipated which may affect either the rights and licenses granted hereunder or the warranties and representations made hereunder by Supplier. Supplier shall indemnify and hold harmless SWPL, its Subsidiaries, Distributors and Customers from and against any and all liabilities, damages, disputes, proceedings, suits, actions, costs, reasonable costs and expenses (including attorney fees) resulting from any actual or alleged breach of any warranty set forth in the clause above.

If, for the scope of work as per the Contract, SWPL or any other person on behalf of SWPL furnishes the Supplier with any drawings, designs, dies etc., or even if these are made by the Supplier for the contractual work, the same shall be kept strictly confidential by the Supplier and shall be used by the Supplier only for the contractual work. The drawings, designs, dies etc., shall be returned forthwith by the Supplier to SWPL. The Supplier shall under no circumstances allow the drawings, designs, dies etc., made for the contractual work, to be used by any third party. The Supplier shall also not supply articles made with the help of these drawings, designs, dies etc., to any party other than SWPL.

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The Supplier shall indemnify & keep SWPL indemnified against all losses of profits, damage or both arising from any infringement /alleged infringement of any patent in respect of any Equipment and/or Supplies, by the Supplier against the Purchase Order. In addition, all costs, charges and expenses, including but not limited to litigation costs, if any, suffered by SWPL as a result of any suit, claim, action, liability, patent suit, etc., shall be reimbursed to SWPL by Supplier forthwith on demand.

20. INSTRUCTIONS TO SUPPLIERS FOR PACKING, HANDLING AND TRANSPORTING OF MATERIALS

All equipment and materials shall be properly fixed (by bolts, clamps, supporting beams, etc.) in such a way that internal movements and/or working loose will be impossible. Under the top cover #(roof) depending on the case and crate length, a sufficient number of strong beams shall be placed and properly fixed in order to allow stacking of the cases while avoiding any compression.

Equipment parts and materials which may be subject to damage by vibration and/or shock, must be protected using shock-absorbing material.

All equipment and materials which may be damaged by moisture shall be packed in airtight bags in which sufficient desiccant materials (e.g. silica gel).

All opening on the equipment must be closed with wooden or plastic covers to prevent damage to the openings and interiors.

Straw, hay, wood wool and/or newspapers shall not be used as packing and/or filling material.

Spare parts shall be packed separately, they may however be enclosed in main cases as a separate package.

If Waterproofed packing is required, cases including the cover shall be internally lined with a strong type of waterproof paper or plastic foil. The bottom must be executed water-tight.

Equipment and materials shall always be packed in a foil (Polyethylene or aluminum) for extra (double) protection against rainfall. Those foils to be applied in such a way that they are self-draining.

Sufficient lifting hook need to be provided for hazel free unloading.

Use appropriate PPEs, where applicable.

Ensure to comply with Local laws applicable during transportation and ensure necessary permits/ forms are obtained from authorities

Follow Road signs and speed limits, while transporting.

21. MISCELLANEOUS

Anti-money laundering: with respect to the obligations to be performed pursuant to the agreement (i) none of the seller or its respective affiliates, nor any director, officer, employee, consultant, service provider, agent or representative of any of the foregoing persons, has taken any action in furtherance of an offer, payment, gratitude, promise to pay, or authorization or

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approval of the payment or given of money, property, gifts, gratitude or anything else of value directly or indirectly, to any Government/ Authority or any relative of any governmental official to influence official action or secure an improper advantage or for any purpose that would amount to a violation of any anti bribery laws; and (ii) the seller and its respective affiliates have conducted their businesses in compliance with applicable international anti bribery convention or any other local anti-corruption and bribery related applicable laws including but not limited to prevention of corruption act of India prevention of corruption act (chapter 241)of Singapore the foreign corrupt practices act(FCPA). In the United states and the UK bribery act of 201 (such applicable laws and conventions, collectively, the "Anti Bribery laws"). The seller has not received any written communication that alleges that it is not, or may not be compliant with, or has, or may have, any liability under, the anti-bribery laws. Performance of the obligations under the agreement shall be conducted at all times in compliance with anti-money laundering statutes of all applicable jurisdictions, the rules, regulations and guidelines ("Anti Money Laundering ") and no action, suit or proceeding by or before any court or Governmental authority is pending or threatened.

The seller represents that it has not been debarred, blacklisted or suspended by any local authority, Municipal Corporation, state Government, central Government (or any departmental thereof) etc. from supplying any goods/ items in the last 10 (ten) years from the date of the purchase order.

JURISDICTION**Notice Clause:**

Any notice or communication required or permitted under this contract shall be in writing and addressed to the recipient's registered address or sent via email to the designated personnel responsible for issuing the Purchase Order and the concerned Project Manager. All such notices must be in English and signed by an authorized representative. Notices transmitted after 1700 hours (5:00 p.m. IST) on a Business Day shall be deemed served on the following Business Day. A "Business Day" shall mean Monday through Friday, excluding official public holidays in Mumbai.

Governing Law:

This contract and any matters arising out of or in connection with it shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts located in Mumbai.

Severability:

If any provision of this contract is determined to be invalid, illegal, or unenforceable by a competent authority, the remaining provisions shall remain valid and enforceable to the fullest extent permitted under applicable law.

Amendment Clause:

No modification, amendment, or waiver of any provision of this contract shall be valid unless made in writing and signed by both Parties.

Dispute Resolution:

Any dispute, controversy, or claim arising out of or in connection with this contract, including its existence, validity, interpretation, or breach, shall first be attempted to be resolved amicably within thirty (30) days from the date of receipt of a written notice by either Party. If no resolution is achieved within this period, either Party may initiate arbitration under the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted in English, and a sole arbitrator shall be appointed by mutual agreement of the Parties. The seat and venue of arbitration shall be exclusively in New Delhi. Unless otherwise directed by the arbitrator, the costs of arbitration shall be shared equally by the Parties.

Continuity of Obligations:

During the pendency of any dispute resolution or arbitration proceedings, both Parties shall continue to perform their respective obligations under the contract, unless otherwise agreed in writing.

**Purchase Order****Purchase Order No : 4700012076****Date : 23.04.2026****Death Clause:**

In the event that the contractor is an individual or sole proprietor and passes away, or in the case of a partnership firm where a partner dies, the Employer reserves the right to terminate the contract if the legal heirs or surviving partners are deemed incapable of fulfilling the remaining contractual obligations. The Employer's decision in this regard shall be final and binding, and no compensation shall be payable for such termination.

Jurisdiction:

This contract shall be subject to the exclusive jurisdiction of the competent courts located in Mumbai.

Cost and Risk Clause:

If the contractor fails to fulfil their contractual obligations due to delay, default, or incomplete work, the Employer shall be entitled to execute the remaining work at the cost and risk of the contractor. Any additional expenses incurred in doing so shall be recoverable from the contractor, without prejudice to any other legal rights or remedies available to the Employer. Additionally, the Vendor/Supplier is required to obtain and maintain a valid Time Extension letter from the Project Manager in the event that the original project timeline is exceeded.

Rejection and Rectification Clause:

If any part of the works, supplies, or materials provided by the Vendor/Supplier is rejected by the Main Owner of the project, the same shall be replaced or rectified by the Vendor/Supplier free of cost. Furthermore, the Vendor/Supplier shall be responsible for completing the erection and testing of the supply to the satisfaction of the Main Owner.

GCC Reference No.

Vendor memo (general)

VAPP Portal platform has been developed and Introduced at SWPL Organization level with an intend to provide our Vendor's various updates on Purchase Order, Uploading Invoice, Billing, Scheduling, and Reporting Solutions that helps streamline Operations and increase Productivity. This is a mandatory process which all vendors need to follow going forward. Kindly ensure that you are on boarded on this portal before any dispatch is initiated.

Key Benefits of VAPP portal is:

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1. Vendor's confirmation on the data maintained by SWPL on the VAPP portal.
 2. Facility for Vendors to view Purchase Order and raise Invoices through Portal.
 3. Tracking facility for Vendors to check Invoice approval and payment status.
 4. Consolidated view for Site Eng. / Project Manager on Vendor Invoice status.
 5. For any support on VAPP Portal contact to Mr. Atharva Joshi -
(M) 9167881530, Email: solarsupport2@sterlingwilson.com

**Purchase Order****Purchase Order No : 4700012076****Date : 23.04.2026****Notes to Vendor**

1. Please send acceptance of this Purchase Order within seven days. Non-Receipt of the same may be considered as acceptance of the order.
2. For Booking Invoices, Bills & Delivery Challan submitted should contain Purchase Order No. & Date, HSN / Item Code.
3. In case of insurance by S&W, please furnish dispatch details by Email, immediate post-dispatch.
4. Material which is not as per specification mentioned in the ORDER IS LIABLE TO BE REJECTED AND RETURNED at your cost and risk.
5. As per amended provisions of Section 206C of the Income-tax Act, 1961, the seller may collect 'Tax Collected at Source' at prescribed rate while raising invoice on us under this PO. The seller can collect TCS only when value of purchase by us is exceeding Rs. 50 lacs in a single financial year.
6. Further, the seller indemnify us that TCS collected by seller will be deposited with government of India within prescribed time under the Income-tax Act, 1961. Further, seller also indemnify to us that they shall issue TCS certificate duly generated on TRACES website within four months from the date on which TCS is collected. In case seller fail to do so, we retain right to claim back TCS which has been collected under the invoices raised under this PO'
7. As per newly introduced provisions under Section 194Q, in case purchase exceeds R. 50 lacs in a particular financial year, Sterling and Wilson Pvt Ltd will deduct tax u/s. 194Q @0.1% on sum of the transaction exceeding Rs. 50 lacs (including GST).
8. Since, Sterling and Wilson Pvt Ltd will be deducting TDS u/s. 194Q and hence suppliers should not collect TCS.
9. Sterling and Wilson Pvt Ltd shall issue TDS certificate to vendor as prescribed under the Indian Income-tax Act, 1961.
10. Code of Conduct (COC) Annexure enclosed with this PO quantity

***This Purchase Order is authorized and generated by the system, hence doesn't require a signature.*

Buyer Details

Name : Shipra Pandey
E-mail : shiprapandey@sterlingwilson.com
Tel.No : 9322970214

For Sterling and Wilson Pvt Ltd

Authorized by : _____

Commercial & Legal Clauses

1 Retention & Adjustment Clause

The retention amount, if any, shall be released only after final certification of the main project work by the Client/Employer and upon issuance of the No Objection Certificate (NOC) and/or Final Completion Certificate for the project.

Any debit notes, recoveries, penalties, liquidated damages, rectification costs, third-party claims, or any amounts debited or sought to be recovered from Sterling and Wilson Pvt. Ltd., attributable to the scope of work assigned to the Vendor under this Purchase Order, shall be adjusted and deducted from the retention amount. Only the balance retention amount, if any, shall thereafter be released to the Vendor.

2 MSME Waiver & Indemnity Clause

In the event the Vendor is registered under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"), the Vendor hereby expressly and irrevocably waives any right to claim interest, penalty, or compensation or otherwise, against Sterling and Wilson Pvt. Ltd., in respect of any payment made, withheld, adjusted, or delayed under this Purchase Order.

The Vendor further agrees to indemnify, defend, and hold harmless Sterling and Wilson Pvt. Ltd. against any claim, demand, proceeding, liability, cost, or action (including proceedings before the MSME Facilitation Council) arising out of or in connection with the MSME Act, 2006, in relation to this Purchase Order.

3 Notice Clause

Any notice or communication required or permitted to be served on either Party shall be in writing and shall be duly addressed to the recipient's registered address or communicated via email to the designated Purchase Order issuance personnel. All notices shall be signed by an authorised representative of the issuing Party and shall be in the English language.

Notices sent after 1700 hours (5:00 p.m. IST) on a Business Day shall be deemed to have been served on the next Business Day. A "Business Day" shall mean Monday to Friday, excluding official public holidays observed in Mumbai, Maharashtra.

4 Governing Law

This Purchase Order and all matters arising out of or in connection herewith shall be governed by and construed in accordance with the laws of India, including the Indian Contract Act, 1872.

5 Exclusive Jurisdiction

The courts at Mumbai, Maharashtra (West Region) shall have exclusive jurisdiction over all disputes, claims, or proceedings arising out of or relating to this Purchase Order.

6 Severability

If any provision of this Purchase Order is held to be invalid, unlawful, or unenforceable by a competent court or authority, such provision shall be deemed severed, and the remaining provisions shall continue to remain valid and enforceable to the fullest extent permitted by law.

7 Amendment Clause

No modification, amendment, or variation of this Purchase Order shall be valid or binding unless made in writing and duly signed by authorised representatives of both Parties.

8 Dispute Resolution (Arbitration)

Any dispute, controversy, or claim arising out of or in connection with this Purchase Order, including its interpretation, performance, breach, or validity, shall first be attempted to be resolved amicably within thirty (30) days from the date of written notice issued by either Party.

If such amicable resolution is not achieved, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The arbitration shall be conducted in the English language by a sole arbitrator mutually appointed by the Parties. The seat and venue of arbitration shall be Mumbai, Maharashtra.

9 Continuity of Obligations

Notwithstanding the initiation or pendency of any dispute resolution or arbitration proceedings, both Parties shall continue to perform their respective contractual obligations under this Purchase Order, unless otherwise expressly agreed in writing.

10 Death / Incapacity Clause

In the event the Vendor is an individual or a sole proprietor and passes away, or in the case of a partnership firm where a partner dies, Sterling and Wilson Pvt. Ltd. reserves the absolute right to terminate the Purchase Order if, in its opinion, the legal representatives or surviving partners are incapable of satisfactorily completing the work. Such termination shall not entitle the Vendor, its legal representatives, or surviving partners to any compensation or damages.

11 No Waiver Clause (Contract Act - Section 63 aligned)

Any failure or delay by Sterling and Wilson Pvt. Ltd. in enforcing any right, remedy, or provision of this Purchase Order shall not be construed as a waiver of such right, nor shall it affect the validity of this Purchase Order or any part thereof. Any waiver shall be effective only if made expressly in writing.

12 Entire Agreement Clause

This Purchase Order, together with its annexures and referenced documents, constitutes the entire agreement between the Parties and supersedes all prior discussions, representations, negotiations, or understandings, whether oral or written, relating to the subject matter hereof.

13 Independent Contractor Clause

The Vendor shall at all times act as an independent contractor. Nothing contained in this Purchase Order shall be deemed to create any partnership, joint venture, agency, employer-employee, or fiduciary relationship between the Parties.

14 Statutory and Regulatory Compliance Clause

The Vendor shall comply with all applicable central, state, and local laws, rules, regulations, and statutory requirements, including but not limited to labour laws, tax laws, GST laws, environmental laws, safety regulations, and any other laws in force in India. Any non-compliance resulting in liability, penalty, prosecution, or loss to Sterling and Wilson Pvt. Ltd. shall be solely borne by the Vendor.

15 Fraud, Misrepresentation & Suppression Clause (IPC Protective Clause)

If it is found that the Vendor has made any false representation, misstatement, concealment, or suppression of material facts in relation to execution of the work, invoices, certifications, statutory compliances, or claims, Sterling and Wilson Pvt. Ltd. shall be entitled to terminate the Purchase Order forthwith without prejudice to its rights to recover losses, damages, and initiate appropriate civil or criminal proceedings as permissible under law.

16 Limitation of Liability (Vendor Side)

Sterling and Wilson Pvt. Ltd. shall not be liable for any indirect, consequential, incidental, or special damages, including loss of profit or business, arising out of or in connection with this Purchase Order.

17 Set-Off and Recovery Clause (Contract Act - Section 59-61 aligned)

Sterling and Wilson Pvt. Ltd. shall be entitled to set off, adjust, or recover any amounts payable by the Vendor under this or any other contract against any sums payable to the Vendor under this Purchase Order or otherwise.

18 Assignment Restriction

The Vendor shall not assign, subcontract, transfer, or encumber this Purchase Order or any rights or obligations hereunder, in whole or in part, without the prior written consent of Sterling and Wilson Pvt. Ltd.

19 Survival Clause

Clauses relating to retention, indemnity, MSME waiver, governing law, jurisdiction, dispute resolution, limitation of liability, and recovery shall survive completion, termination, or expiry of this Purchase Order.

20 Force Majeure Clause

Neither Party shall be liable for any delay or failure in performance of its obligations if such delay or failure is caused by events beyond its reasonable control, including acts of God, war, riots, pandemics, governmental actions, or any similar event ("Force Majeure Event"). The affected Party shall promptly notify the other Party of such Force Majeure Event. Time for performance shall be extended to the extent of the delay caused, without any additional cost or compensation. If such Force Majeure Event continues for more than thirty (30) days, either Party may terminate this Agreement by written notice without liability, except for obligations accrued prior thereto.

CODE OF CONDUCT

The following is non-negotiable and binding code of conduct as a part of corporate policy of Sterling and Wilson Private Limited (hereinafter referred to as SWPL) / its Group Companies to be complied with in its entirety by all the Parties including but not limited to the Consultants, Agents, Business Partners, Vendors, Sub-vendors, Contractors and Subcontractors (including their affiliates, successors, permitted assigns, hereinafter collectively called as the "Parties").

- 1 SWPL / its Group Companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or contractor or sub-contractor, engaged to provide goods and / or services to SWPL / its Group Companies.
- 2 All the Parties likely to get associated with SWPL / its Group Companies undertake to abide this Code of Conduct, applicable anti-bribery and anti-corruption legislations including terms of appropriate standards, authorizations, licenses and permits issued to carry out such business. The Parties hereby represent and warrant to SWPL/ its Group Companies that they have adequate policies, systems, controls and procedures in place designed to comply with all applicable domestic and international laws especially related to Anti-bribery/ anti-corruption law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
- 3 The Parties will comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. The Parties will only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
- 4 The Parties shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of SWPL/ its Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving SWPL / its Group Companies and / or its clients.
- 5 The Parties will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. The Parties will neither give nor accept hospitality or gifts that might appear to incur an obligation.
- 6 The Parties will follow the relevant International Trade Control (ITC) regulations of all countries in which the Parties operate as they relate to importing and exporting goods, technology, software, services and financial transactions.
- 7 The Parties understand that apart from anti-bribery / anti-corruption laws of India, similar international legislations pertaining to anti-bribery / anti-corruption / conventions prohibit facilitation payments and the Parties hereby agree not to engage in any activity which could lead to breach of any such or similar international anti-bribery /anti-corruption legislations or conventions.

- 8 The Parties shall not take any action which places, or is likely to place SWPL / its Group Companies in violation of laws or which could be detrimental to reputation and / or the business interests of SWPL/ Group companies. The Parties shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of SWPL / its Group Companies without prior written approval from SWPL/ its Group companies.
- 9 The Parties hereby agree that in case any of them appoints a sub-contractor/ sub vendor, such sub-contractor / sub-vendor shall also comply with this Code of Conduct.
- 10 The Parties hereby agree to indemnify SWPL / its Group Companies with regard to any government or third party investigations related to or arising out of its alleged violation of this Code of conduct or similar anti-bribery/ anti-corruption laws, conventions including RBI's Negative List.
- 11 The Parties hereby agree to promptly report any violations of the Code of Conduct to SWPL / its Group Companies and further agree that SWPL / its Group Companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts paid to them under the same. The Parties shall ensure that their employees and officers shall promptly give all assistance, information and explanations to SWPL/ its Group Companies or its professional advisors as they may reasonably request in this regard.
- 12 The Parties hereby agree that they shall not pass inside information to third parties as it would be construed as a breach of confidentiality. The Parties shall always keep SWPL/its group companies indemnified and hold it harmless from any consequences arising from such breach of confidentiality, subject to the legal recourse under the applicable laws as may be available to SWPL and/or its Group Companies.
- 13 The Parties acknowledge and agrees to abide by all-above covenants in its letter and spirit and agrees to execute an undertaking on request by SWPL and/or its Group Companies.

HSE REQUIREMENTS OF PROCUREMENT OF MATERIAL

PURPOSE:

Monitoring the Health Safety & Environmental performance of the supplier / vendor, who are supplying the materials and equipment are important in our project. This will not only support us to achieve the sustainability goal of SWPL but also to meet the requirements of the project lenders and financial institute.

To determine the suppliers / vendors capability of meeting the HSE requirements, vendor HSE assessment shall be carried out during vendor registration process, and it will be carried out once for every 2-year period for regular suppliers / suppliers.

In addition, for safe handling and installation of supplied goods & equipment, the vendors / suppliers are to follow the delivery instructions (refer this document) during supply of goods at SWPL project sites.

Vendor Assessment:

As a part of the vendor registration and assessment process, please fill up the attached set of questionnaires as appendix -1 (Form no. SW/HSE/F453) and send it back to SW for vendor HSE performance assessment.

For the regular vendors this process will be repeated once in every two years.

Strict adherence to HSE regulatory requirement and do proper care for HSE during manufacturing is what we expect from our suppliers / suppliers.

- Under-age workers less than 18 years are strictly prohibited.
- Ensure prevention of indiscrimination, sexual harassment and forced labour.
- Maintain the local customs, do not damage any artifacts, respect the indigenous people.

Important HSE instruction to material suppliers / vendors:

During goods, materials & equipment supply, the vendor is required to follow the below guidelines on, packaging, transportation, unloading, handling, waste disposal and emergency requirements:

- i. All equipment is required to marked with a proper safety signages and instructions e.g., hot surface, cold surface.
- ii. pinch point, electric shock hazard, voltage grade, safe distance and other signages requirements as per relevant codes & practices.
- iii. Maximum use of pictorial signage to be used for easy understanding. Instruction with local languages is preferred where possible.
- iv. Appropriate marking /diagram for slinging of equipment to be provided for safe unloading; Load chart, load calculation and suggested equipment for unloading with tonnage should be provided for an odd/heavy load at least fifteen days in advance. Adequate hooking arrangement need to be provided for hazard free unloading.
- v. Avoid loading the material transportation vehicle more than permitted capacity and beyond the allowed profile.
- vi. Equipment and materials shall always be packed in a foil/cover (environment friendly) for extra (double) protection against rainfall. Those foil/cover to be applied in such a way that they are

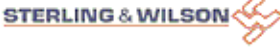
HSE REQUIREMENTS OF PROCUREMENT OF MATERIAL

- self-draining.
- vii. All equipment and materials which may be damaged by moisture shall be packed in airtight bags in which sufficient moisture absorbing materials (e.g., silica gel).
 - viii. Uses of foaming material to be avoided as much as possible for packaging.
 - ix. Specific instruction / Guidelines to be provided if any hazardous material is generated during installation after end of life for the supplied material.
 - x. All opening on the equipment must be closed with wooden / other covers to prevent damage to the openings and interiors.
 - xi. Spare parts shall be packed separately, they may however be enclosed in main cases as a separate package.
 - xii. Steel & other materials can be wrapped in sack if supplied from local resource.
 - xiii. If Waterproofed packing is required, cases including the cover shall be internally lined with a strong type of waterproof paper or other environment friendly material. The bottom must be kept watertight.
 - xiv. To prevent dust accumulation over the equipment it should be covered properly. Sand and other construction materials which may fly in the atmosphere during transportation shall be covered with a protective sheet to prevent propagation of dust.
 - xv. Material unpacking Instruction with packaging material disposal requirements as required to be provided.
 - xvi. Material unloading, storing, handling and installation guideline is required to reach site fifteen days in advance.
 - xvii. Low bed trailer, aging of transport vehicle (as per local regulation) & type of container should be decided by SCM & PM before supply of equipment at site.
 - xviii. Additional packaging requirements in the material specification should be followed.
 - xix. All equipment and materials shall be properly fixed by bolts, clamps, supporting beams, etc. in such a way that internal movements and/or becoming loose, will be impossible. Under the top cover (roof) depending on the case and crate length, a number of strong beams shall be placed and properly fixed in order to allow stacking of the cases while avoiding any compression.
 - xx. Equipment parts and materials which may be subject to damage by vibration and/or shock, must be protected using shock-absorbing material.
 - xxi. Ensure to comply with Local laws applicable during transportation and ensure necessary permits/ forms are obtained from authorities. Vehicles used for material transportation must be checked for any visible signs of oil leaks and all necessary vehicle fitness requirements.
 - xxii. Only authorized medically fit drivers with adequate experience should be engaged.
 - xxiii. Follow Road signs and speed limits, while transporting and shall ensure relevant statutory compliance related to transportation of goods.
 - xxiv. Hazardous materials if transported to display the mandatory communication signages including HAZCHEM signages and should follow the regulations as applicable.

Note: If any HSE penalty is received from client for an individual supplier / vendor activity same will be deducted from individual supplier / vendor.

HSE REQUIREMENTS OF PROCUREMENT OF MATERIAL

Annexure 1 – Vendor HSE Self-Assessment

Vendor HSE Self-Assessment		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> SW/HSE/F453  </div>		
Project Name & Location				
Name of vendor				
Contact Number & E-mail				
Address				
Scope of work				
Establishment License / Registration details				
Sr. No.	Pre-qualification criteria	Yes / No / NA (NA: Not applicable)	Marks obtained	Remark
1	Do organization have Health and Safety policy?		SWPL to fill	vendor to Submit copy of their OHS Policy
2	Do organization have Environmental policy?		SWPL to fill	vendor to Submit copy of their Environmental Policy
3	Do the organization have ISO45001 (or equivalent) external certification?		SWPL to fill	vendor to Submit copy of valid ISO certificate
4	Do the organization have ISO14001 (or equivalent) external certification?		SWPL to fill	vendor to Submit copy of valid ISO certificate
5	Do you follow systematic HSE risk assessment and standard safe operating instructions for the scope of supplies?		SWPL to fill	vendor to Submit copy of Risk assessment and standard safe operating instructions
6	Who is responsible for the ultimate HSE implementation in your organization?		SWPL to fill	Provide Name, email id and designation
7	Do you have dedicated dedicated HSE team to implement HSE requirements?		SWPL to fill	Provide HSE organogram with reporting structure
8	Do you have received any fines/ notices on HSE violations from statutory authorities during last 3 years		SWPL to fill	Provide Undertaking or detail of fines/ notices received
9	Were there any Fatal case/s occurred during last 3 years in the organisation?		SWPL to fill	

HSE REQUIREMENTS OF PROCUREMENT OF MATERIAL

10	Were there any major incidents (fire/structural collapse) resulting in production stoppage for more than 2 days, in last 3 years?		SWPL to fill	
11	Were there any road transit incidents in last 3 years?		SWPL to fill	
12	Any under-age workers less than 18 years are engaged?		SWPL to fill	vendor to submit the applicable policies
13	Do the organisation strictly follow policies for prevention of indiscriminate, sexual harassment and forced labour?		SWPL to fill	vendor to submit the applicable policies
14	Do the organisation strictly follow No alcohol / No drugs policy?		SWPL to fill	vendor to submit the applicable policies
15	Do the organisation have the Pandemic Control / management plan?		SWPL to fill	Vendor to submit the pandemic control / management plan
Total				
Declaration				
I, the undersigned hereby declare to the best of our knowledge and belief that the particulars furnished under this application are true and accurate. We hereby agree that during evaluation, if any information furnished by us found incorrect, our registration for contract shall be treated terminated/disqualified.				
Vendor Representative Name				
Designation				
Date				