

Standard Terms and Conditions of Purchase and Supply

1. Definitions:

The titles of the articles ("Articles") herein are inserted for convenience of reference only and shall not affect the interpretation of these Conditions. Unless otherwise defined, capitalized terms, singular or plural, used in these Conditions shall have the meaning set out below:

"Applicable Laws" means any law, regulation, statute, rule, trade control, governmental decree and standard applicable to the delivery of Items hereunder.

"Airbus" means Airbus Group India Private Limited, any of its affiliates, subsidiaries, group companies, its shareholders, directors, employees, officers.

"Conditions" means the terms and conditions of purchase and supply set out herein and annexures attached to these Conditions.

"Confidentiality" means means any commercial or technical information, disclosed by one Party to the other Party in relation to, or in any way connected with the performance of this Order and which:

- a) Is in-tangible, visible or recorded form (including but not limited to equipment, materials, computer software, data, processes, specifications, drawings and other documents and Items and any information, on any medium whatsoever) and marked as "Proprietary" and/or "Confidential" or with some other similar marking; and/or
- b) Is communicated orally, shared during a meeting or viewed through access to non-public areas of the facilities of the Party owning the information disclosed and is identified as Confidential Information at the time of disclosure or in writing within thirty (30) days from the time of disclosure; and/or
- c) Belongs to third parties not bound by this Order.

"Due Delivery Date" means the due date of delivery of the Item to the place of delivery as specified in the Order.

"GDPR" means the General Data Protection Regulation or European Union regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from time to time.

"Item" means any goods, material, unit, work or service identified in the Order and as specified in the Specification forming part of the Order.

"Indemnity" means release, defend, indemnify and hold harmless from and against any and all claims, losses, liabilities, suits, judgements, expenses and costs.

"Order" means the Specific Conditions, these Conditions and any annexures, which are incorporated by reference, and any amendments to the foregoing documents.

"Parties" means the Purchaser and the Supplier and "Party" shall be construed accordingly.

"Purchaser" means the Airbus, which places the Order and is identified on the front of the Order.

"Specification" means the requirements defining the Item, if any, issued by the Purchaser and incorporated in the Order.

"Specific Conditions" means the conditions negotiated and agreed between the Purchaser and the Supplier incorporated into and appearing on the front of the Order.

"Supplier" means the company, person or entity upon whom the Order is placed and which is identified on the front of the Order.

2. **Purpose and Scope:** These Conditions and any Specific Conditions negotiated and agreed between the Purchaser and the Supplier shall apply to the Order placed by the Purchaser on the Supplier. The Purchaser and the Supplier agree that any other of their standard terms and conditions of purchase and supply, are expressly excluded under these Conditions.

3. Order and Order Acceptance:

- 3.1. The Supplier undertakes (i) to comply in all respects with the provisions of the Order and (ii), to accept the Order by signing and returning to the Purchaser the attached Acknowledgment Form, by mail, fax or e-mail.
- 3.2. The Order shall be deemed to be accepted without reservation by the Supplier after fourteen (14) calendar days, unless the Supplier notifies the Purchaser in writing of its refusal to accept the Order. If the Supplier (i) does not return the Acknowledgement Form, or (ii) starts work based on the Order without returning the Acknowledgement Form, the Parties agree that the Purchaser shall not be bound by any different or additional terms and conditions proposed by the Supplier, whether stated on the Acknowledgement Form or any other acknowledgement of the Order, communicated by the Supplier at the time of starting work or included in any other document purporting to be an acceptance of the Purchaser's Order. If the Supplier expressly refuses to accept the Order, the Parties shall re-negotiate the terms of the Order. If no agreement is reached between the Parties the Order shall lapse and the Purchaser shall incur no liability whatsoever.
4. **Precedence:** In the event of any conflict between the following documents forming part of the Order, they shall be interpreted in accordance with the following order of precedence (i) the Specific Conditions; (ii) the Conditions; (iii) the Specification; and (iv) any other documents.
5. **Inspection:** The Purchaser, the relevant Aviation Authorities and the Operator(s), as applicable, shall be entitled to inspect the Item at the Supplier's facilities and the Supplier shall grant access to the Purchaser, the Aviation Authorities and the Operator(s) to its facilities and ensure access to those facilities of its suppliers and subcontractors, if any, at reasonable times.

6. Delivery and Acceptance:

6.1. **Import free of Customs Duties**

if the Supplier is based within the EU, it shall confirm in writing to the Purchaser that material/components purchased from outside the EU have been imported free of duty and Value Added Tax under inward processing relief (or other customs regimes with the same effect) and that it is supplying the Item free of duty and indemnifies the Purchaser from and against any consequences of its non-compliance with this Article.

6.2. **Packaging**

Unless otherwise specified in the Order, the Item shall be packed in accordance with the latest Airbus requirements, so as to ensure transit and storage in an undamaged and serviceable state and shall be delivered with all applicable documentation and with a delivery note in duplicate bearing the Order, Item and item reference numbers, the place of delivery and the delivered quantities. Such applicable documentation shall be attached inside and outside the packaging.

6.3. **Delivery of the Item - Title and Risk**

- 6.3.1. Delivery shall be made in accordance with the requirements set out in the Order, in particular with the requirements of the Specific Conditions

and the Specification, and time shall be of the essence in relation to the delivery dates set out in the Order. No delivery of an Item shall take place without prior qualification of the Supplier and the Item by the Purchaser, unless specifically authorized in writing in advance by the Purchaser.

6.3.2. Title to and risk in the Item shall transfer to the Purchaser upon delivery to the delivery address specified on the Order. In the case of a notification of rejection of the Item being given to the Supplier by the Purchaser due to the non-compliance by the Supplier with the terms of the Order, title and risk to such Item shall automatically revert to the Supplier.

6.4. Acceptance of the Item

6.4.1. Except as otherwise provided for in this Article 6, the transfer of title and risk does not constitute acceptance of the Item by the Purchaser. Where acceptance tests are defined in the Order, acceptance of any Item delivered shall be subject to completion of the acceptance tests to the reasonable satisfaction of the Purchaser. Where no acceptance tests are defined in the Order, the Purchaser shall have the right to inspect the Item after delivery and acceptance shall take place if the Item is satisfactory to the Purchaser on inspection or, if no inspection is made, the Item shall be accepted thirty (30) days after delivery or when it is taken into use by the Purchaser, whichever occurs first. Acceptance of any Item shall not be conclusive of the absence of latent defect and shall be without prejudice to the rights of the Purchaser under the Order or at law.

6.4.2. If the Item is not delivered in accordance with the Order, the Purchaser may at its sole discretion, exercise one or more of the following options, after initially informing the Supplier:

- (i) reject the delivered Item in whole or in part; and/or
- (ii) give notice to the Supplier to promptly replace or repair the delivered Item at the Supplier's expense and risk; and/or
- (iii) require the Supplier to pay all the Purchaser's expenses, damages, losses incurred and additional costs arising from the failure to deliver the Item in accordance with the Order; and/or
- (iv) require the Supplier to refund any payment(s) made by the Purchaser to the Supplier or set off the amount of any such payment(s) from any other amounts due to the Supplier from the Purchaser.

7. General Supplier Undertakings:

7.1. The Supplier shall ensure compliance with Airbus policies and directives (including but not limited to the Airbus Supplier Code of Conduct) as provided in [<https://www.airbus.com/en/be-an-airbus-supplier>] and with all Applicable Laws as amended from time to time, including but not limited to those in connection with the following :

- a. Labour, employment and the Supplier commits to provide the Purchaser and/or his agent with all the documents, certificates, permits legally required as per Laws & Regulations;
- b. Health & Safety
- c. Environment;
- d. Applicable anti-corruption laws
- e. Applicable data protection laws
- f. Purchaser code of conducts

Should the Supplier fail to comply with such laws and/or regulations, the Supplier shall Indemnify and hold harmless the Purchaser from and against all consequences of such failure.

7.2. Quality

7.2.1. Quality Management System

The Supplier shall ensure its Quality Management System (QMS) complies with Airbus' requirements specified in Airbus' general requirements on the Supplier and in the Specific Conditions in this Order. The Supplier's QMS shall comply with the requirements of IAQG standard 9100 or 9120, as applicable to the Item. For some General Procurement Items and some low-risk Aircraft-related Items, another QMS (e.g. ISO9001) might be acceptable, if agreed to in writing by the Purchaser.

The Supplier shall ensure that the Order is carried out in compliance with the quality requirements of its QMS approval, as specified above. If the Supplier is a Production Organisation Approval (POA) holder or equivalent, it shall ensure that the Order is carried out in conformity with the quality requirements of its approval.

7.2.2. Approved Sources

The Supplier shall ensure that all standard parts, specified items, special processes and test methods used for the manufacturing of aeronautical Items are purchased from Airbus-approved sources and qualified by Airbus. The Supplier shall use the qualified data list (Qualified Part List or related quality data lists within the Airbus Supply website) for its sourcing requirements.

7.2.3. Conformity Documentation

The Supplier shall deliver its Items with the following minimum documentation:

- a. "a Supplier without a POA (or equivalent), or where its POA does not cover the Item, shall attach to each delivery a Certificate of Conformity (CoC) of the manufacturer, indicating that the requirements of the applicable specifications have been met. The CoC shall include at least the following information:
 - Order number;
 - part number;
 - quantity and unit of measure;
 - date of manufacture and date of expiration (where applicable);
 - lot number, serializations or other batch identifications (where applicable); and
 - signature, title and date by an authorized representative.
- b. "a Supplier with a POA (or equivalent), covering the Item, shall attach to each delivery an Authorized Release Certificate (EASA Form 1 or equivalent). This includes cases where the Item is only a part or sub-assembly of a product covered by its capability list. Suppliers who are stockists or distributors shall attach to each delivery:
 - a Certificate of Conformity from its company covering the Item;
 - a copy of the Certificate of Conformity and a statement of undertaking established by the original; manufacturer, attesting the conformity of the delivery with the Order; and
 - the inspection, test and raw material reports of the qualified Supplier, if requested by the Purchaser.

The Supplier shall provide to the Purchaser, a First Article Inspection report and copies of supporting documentation, in accordance with IAQG standard 9102, for any Items within the Order, prior to or with the first delivery of Items, or upon request by the Purchaser. The Supplier shall deliver relevant inspection or test reports, if requested by the Purchaser.

7.2.4. Non-conforming Items

The Supplier is responsible for the quality of its supplies and shall ensure the conformity of the delivered Items with the technical specification, in particular by means of pre-delivery inspections and final tests. The Supplier shall perform a root-cause analysis and take any necessary corrective action to remedy the causes of non-conforming Items, in order to prevent any recurrence and implement a suitable preventative action plan. The Supplier shall confirm implementation of the action plan to the Purchaser's satisfaction. The Supplier shall use an 8D/9S process or an equivalent methodology, substantiated by the Supplier and approved by the Purchaser.

7.2.5. Where a non-conformity is identified after an Item is delivered by the Supplier, the Supplier shall immediately submit to the Purchaser a "Notification of Product Quality Escape" in accordance with the IAQG standard 9131 and shall undertake all necessary corrective measures in support of the Purchaser, until resolution of the non-conformity to the Purchaser's satisfaction and completion of all corrective and preventative actions.

7.2.6. Quality Records

The Supplier shall inspect all incoming materials to ensure conformance with all applicable specification requirements and drawings of Items pertaining to this Order and shall document all inspection requirements and acceptance criteria to ensure they are in line with the specific requirements communicated to it by the Purchaser for the Items. The Supplier shall ensure complete identification and traceability of all related products to the raw material used and applicable documentation. All records must be stored in a controlled environment/suitable manner and according to applicable legal rules, so that they remain identifiable, legible, reproducible and available to the Purchaser.

7.3. Personnel. The Supplier shall be responsible for ensuring that its personnel are fully trained, skilled, qualified and capable of fulfilling all of the requirements contained in the Order.

7.4. Advice/Delivery Notes and Conformity Documentation. The Supplier shall, on the day of despatch of each consignment of Items, send advice notes and such conformity documentation (eg Certificates of Conformity (COC) or Civil Approved Certificates (CAC)) as may be required, reference Article 7.2.3 above. One copy of the COC or CAC or such other document as may be required shall accompany each consignment and a further copy shall be mailed to the Purchaser's goods receiving department.

7.5. **Sub-contracting.** No substantial part of the work on the Order may be sub-contracted by the Supplier without the prior written consent of the Purchaser. The Supplier shall remain fully responsible for the Item and shall ensure that its suppliers comply with all provisions of the Order relevant to any subcontracted work.

7.6. **Property issued by the Purchaser.** The Supplier shall not acquire any legal or beneficial interest in any property supplied to it by the Purchaser for performance of work on the Order. Any such property possessed or controlled by the Supplier shall be held at the Supplier's risk, stored and booked separately from other property, maintained at the Supplier's expense, clearly marked as "**Airbus property**" and only used by the Supplier for the performance of the Order. At the request of the Purchaser or on completion of the Order, such property shall, unless incorporated into the Item(s), be returned promptly to the Purchaser. On reasonable written notice being given to the Supplier, the Purchaser shall have the right to enter the Supplier's premises to recover any such property.

7.7. **Data Protection:** The Supplier, its executives, employees, agents and any individuals or companies that may be involved in the execution and/or the performance of the Order/Conditions shall at all times comply with the GDPR as well as all applicable national Personal Data Protection Laws and Regulations (collectively referred as "Data Protection Laws and Regulations") in force during the performance of the Order and in accordance to the Annex V "Privacy and Data Protection".

8. **Export Control:**

8.1. The Supplier shall identify any part of the Item, which may be subject to export laws and regulations and shall provide the Purchaser with all information concerning such applicable export regulations as well as with any assistance they may request in implementing such applicable export regulations. The Purchaser reserves the right to request the Supplier to provide a completed Export Form identifying any part of the Item, which is subject to export laws and regulations.

8.2. The Supplier shall obtain all relevant official approvals, licenses and authorizations required for the worldwide export, delivery and operation of the Item by the Purchaser. The Supplier shall provide the Purchaser, except if prohibited by the applicable export regulations, with a copy of all relevant official approvals, licenses and authorizations.

8.3. Notwithstanding any other provision of the Order or any other contract entered into with the Supplier, the Supplier shall be liable for all damages, losses and liabilities incurred by the Purchaser as the result of the Supplier's non-compliance with its obligations under this Article.

9. **Delays:**

9.1. **Excusable Delay :** Neither Party shall be responsible for nor be deemed to be in default of its obligations under the Order to the extent that such default is caused by an "Excusable Delay" (defined as an event beyond the reasonable control of either Party, including without limitation, an act of God, fire, flood, explosion, earthquake, any act of government, war, insurrection or riot). The affected Party undertakes to mitigate the effects of the Excusable Delay. If an Excusable Delay occurs and causes or is likely to cause a delay in the performance by either Party of its obligations under the Order, such Party shall notify the other Party in writing immediately after becoming aware of such Excusable Delay and provide reasonable evidence of the Excusable Delay. Immediately after the Excusable Delay has ceased, the affected Party shall, unless otherwise agreed in writing, resume the performance of its obligations.

9.2. **Non-Excusable Delay**

9.2.1. A delay by the Supplier in the performance of its obligations under the Order, which does not qualify as an Excusable Delay, shall be a "Non-Excusable Delay". In such event, the Purchaser shall be entitled to:

(i) claim liquidated damages of 0.3 percent (%) per day up to a maximum of 15 percent (15) of the Order value or as specified in the Specific Conditions; and (ii) claim, in the event that the amount of damages exceeds the total amount of the above liquidated damages, the full amount of such excess damages in respect of all losses, expenses, costs, claims and other damages incurred by the Purchaser arising from the Non-Excusable Delay.

9.2.2. The Purchaser's right to claim liquidated and other damages is in addition to, and not in substitution of, any rights the Purchaser may have under

the Order or at law including the right of the Purchaser to terminate this Conditions pursuant to 8.1.

10. **Warranties:**
- 10.1. Without prejudice to any other warranties, the Supplier warrants to the Purchaser that the Item and/or any part thereof shall (i) be free from any defects and be suitable for their intended use and; (ii) comprise only materials and goods which are new, of recent manufacture, merchantable and of satisfactory quality and; (iii) be compliant with the quality requirements and with the Specification, if any, of the Purchaser and; (iv) in the case of a service, be performed with all reasonable skill and care in accordance with best industry practice.
- 10.2. The Supplier shall, promptly repair or replace, at the Purchaser's request, any defective or non-compliant Item, at no cost to the Purchaser. The warranty will be for the period as specified in the Specific Conditions, but in any case, for a minimum period of twenty-four (24) months from the acceptance of the Item by the Purchaser, as provided for in Article 6.4 or in the case of a service, from completion of such service. The outstanding warranty period, including the period under which the Item was under repair, shall apply to any repaired and/or replaced Item/service as from the date of its first use after such repair or replacement. The Supplier shall be liable for all costs incurred by the Purchaser, as a consequence of the defect or non-compliance of the Item/service, including but not limited to, removal, reinstallation, transport, certification and tests.
- 10.3. This Article shall apply in addition and without prejudice to any other rights and remedies under the Order and available to the Purchaser at law.
11. **Price and Payment:**
- 11.1. **Price:** Unless otherwise specified in the Specific Conditions, prices are fixed and firm and shall be based on the delivery of the Item, to the place specified in the Specific Conditions of the Order. No additional charge shall be made by the Supplier for packing, insurance or delivery unless otherwise agreed by the Parties and set out in the Specific Conditions and any such charge shall be separately identified in the Supplier's invoices. Where no prices have been agreed and noted in the Specific Conditions at the date of the Order, but a start of work on the Order by the Supplier is agreed by the Purchaser, an invoice in respect of such work shall not be submitted by the Supplier before the price has been agreed by the Parties and incorporated into the Order by an amendment in accordance with Article 13.
- 11.2. **Taxes:** Prices are exclusive of Value Added Tax and inclusive of, and the Supplier shall be liable for and pay, all other relevant taxes, levies and duties in connection with the Item, if any.
- 11.3. **Invoices:** For payment purposes, the Supplier shall issue an invoice concurrently with the delivery of the Item and send it for the attention of the Purchaser's accounting department as specified in the Specific Conditions of the Order as well as with the documents accompanying the Item when delivered to the Purchaser. Each invoice shall include the designation, reference and quantity of Items, the Order and item numbers, the price, the actual delivery date, names and addresses of the Parties, any specific terms or conditions and reference to a discount, if any.
- 11.4. **Payment:** Payments shall be made by electronic bank transfer to the Supplier's nominated bank account, provided that the invoice received from the Supplier is valid, accurate and due. The Purchaser will make payments only for those Items, which have been delivered in accordance with the terms of the Order. In the event of a dispute between the Parties, the Purchaser shall be entitled to withhold the payment of any disputed element of the invoice until resolution of such dispute. Payments with respect to Items shall be made thirty (30) days from the end of the month in which the invoice is issued, paid the tenth (10th) day of the next calendar month. Should the payment day be a Saturday, Sunday or a bank holiday then the payment shall be made the following business day.
- 11.5. Without prejudice to any other right or remedy of the Purchaser, 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 in respect of an Order, or otherwise due from the Purchaser to the Supplier.
12. **Liability and Insurance:**
- 12.1. The Supplier is liable to the Purchaser for all costs, losses, damages and liabilities, including without limitation, costs and expenses incidental thereto, which may be incurred by the Purchaser as a consequence of the failure by the Supplier to comply with any of its obligations under the Order. The Purchaser agrees to provide the Supplier with a breakdown of the said damages.
- 12.2. Each Party shall be liable for, indemnify and hold harmless the other Party, its officers, directors, employees or insurers from and against any and all claims, losses, liabilities, suits, judgements, expenses and costs (including legal fees) or the like in any way connected with the death of or injury to any person whomsoever, or loss of or damage to any property of any person, entity or company (including the other Party) when arising out of, or having its origin in, the acts or omissions of the indemnifying Party in connection with the performance of the Order.
- 12.3. **Insurance**
To the extent that the performance of this Conditions requires the presence of the Supplier's employees, agents or sub-contractors on the site(s) of the Purchaser or other designated sites, the Supplier shall effect and maintain legal liability insurance commensurate with the exposure potential for loss of or damage to property of the Purchaser or death of or injury to persons resulting from performance of the Order and such insurance cover shall not be less than the minimum figure advised by the Purchaser to the Supplier from time to time.
13. **Termination:**
- 13.1. **For Supplier's Default:** In the event the Supplier breaches or fails to comply with one or more of its obligations herein, the Purchaser may give the Supplier written notice of such breach or non-compliance at any time thereafter. The Supplier shall remedy such breach or non-compliance within twenty-eight (28) days from the date of such notice. If the Supplier does not remedy the breach or non-compliance within the said twenty-eight (28) days or the breach is not capable of remedy then the Purchaser shall, without incurring any liability whatsoever, have the right to immediately terminate any Order in progress (in whole or in part) by giving written notice of termination to the Supplier to that effect, without prejudice to the Purchaser's rights to claim damages and/or any other remedies which the Purchaser may have at law and/or under the Order. The provisions of Article 8.3 below shall apply and the termination account shall proceed accordingly.
- 13.2. **For Excusable Delay:** In the event that an Excusable Delay exceeds or is expected to exceed thirty (30) days following the occurrence of the cause thereof, each Party shall be entitled to terminate forthwith the Order, or any part thereof, by giving written notice of termination to the other Party, without incurring any liability whatsoever.
- 13.3. **Termination Procedures**
- 13.3.1. As of the effective date of termination, the Supplier shall comply with any directions or instructions regarding the Items, which the Purchaser gives.
- 13.3.2. **Termination for Supplier's Default:** The Supplier shall be liable for all losses, expenses, costs, claims and damages incurred by the Purchaser because of a breach by the Supplier of these Conditions. The Supplier shall indemnify the Purchaser in full against any losses, expenses, costs, claims or damages whatsoever (including without limitation legal costs) resulting from the negligence, willful misconduct, breach of contract or breach of statutory duty caused by the acts or omissions of the Supplier, its employees, sub-contractors or agents in performance of the Order or in connection with any defect in an Item.
- 13.4. **Surviving Articles.** All Articles in the Order and these Conditions which by their nature should survive expiry or termination of the Order shall remain in full force and effect after such expiry or termination.
14. **Intellectual Property Rights:**

- 14.1. All intellectual property created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the Order shall vest in and be the sole property of the Purchaser.
- 14.2. The Supplier undertakes to execute any assignment or other documentation necessary to give effect to the transfer of the intellectual property created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the Order to the Purchaser.
- 14.3. The Supplier hereby grants to the Purchaser, at no additional charge beyond the price specified on the Order, for the duration of the rights, but as a minimum for the duration of the Order, a non-exclusive and worldwide license to use and have used, any of the Supplier's background intellectual property disclosed by it to the Purchaser under the Order, necessary for the performance of the Order or the use of the Item. In addition, and in the case of non-off-the-shelf Items, such license granted by the Supplier to the Purchaser, shall include for the Purchaser the right of reproduction in any form, language, format and medium, the right of distribution in part or in whole including the right to sell, loan, rent, distribute, download by any means and on any language, the right to modify, adapt, improve, correct and translate in any form and language, and interface with any other item. The Supplier grants the Purchaser the right to sub-license all the above-mentioned rights.
- 14.4. **Infringement Indemnity:** With respect to any third party claims, suits or actions relating to the infringement or alleged infringement of any intellectual property rights of a third party in relation to the Order, the Supplier shall defend, fully indemnify and hold harmless the Purchaser, its agents, successors and assigns, against any and all costs, losses, damages, liabilities, expenses (including legal fees), fines or other financial sanctions or loss of profit which may be incurred as a result of any alleged or proven infringement. The Purchaser shall at its discretion be given full control of any proceedings or negotiations in connection with any claims, suits or actions and shall pursue these diligently unless the Parties agree otherwise. The Parties shall consult closely in relation to defending such claims, suits and actions.
15. **Confidentiality and Publicity:**
- 15.1. Any and all information relating to the Conditions and communicated by the Purchaser to the Supplier, or to which the Supplier could have access in connection with the Order, and/or any information in any form, on any medium, which is, by its nature, commercially sensitive, is manifestly of a confidential nature or which a Party, acting reasonably, should regard as confidential, shall be referred to as "Confidential Information". Each Party undertakes to keep Confidential Information secret and to use it exclusively for the purposes of the Order and not to disclose any Confidential Information to any third party, without the other Party's written consent. The communication of Confidential Information by either Party to members of its personnel shall be limited to the purpose of performance of these Conditions and be strictly on a need-to-know basis. The obligations herein relating to confidentiality shall remain in full force and effect for the duration of any Order and continue for a period of five (5) years after the expiry or termination of the Order or for twenty (20) years after the communication of the last of such Confidential Information, whichever occurs last.
- 15.2. Neither Party shall make any news release or public announcement referring to the Order, nor use, reproduce or imitate for any purpose whatsoever any of the filed, registered or unregistered trademarks of the other Party, including its company names, associated logos, programme names or logos associated with its products or services, unless a prior written consent is given by the other Party.
16. **Assignment and Transfer:**
The Purchaser shall be entitled to assign or transfer at any time all or part of its rights, warranties, benefits, remedies and obligations under the Order to any third party. The Supplier shall not assign or transfer any of its benefits, rights, remedies and/or obligations under the Order/Conditions to a third party without the prior written consent of the Purchaser.
17. **Applicable Law and Settlement of Disputes:**
- 17.1. This Conditions shall be governed by and construed and shall take effect in accordance with the laws of India.
- 17.2. **Amicable Resolution** In the event of any dispute, controversy or claim (a "Dispute"), arising out of or in connection with this Conditions including any question regarding its existence, validity or termination, the Parties shall make every effort to resolve the Dispute amicably within a period of three (3) months following notification of a Dispute by one to the other.
- 17.3. **Arbitration:** If the Parties fail to amicably resolve the Dispute within the three (3) month period referred to above, such Dispute shall be finally determined and settled by arbitration under the Rules of Indian Arbitration Act, 1996. The number of arbitrators shall be One (1) and the place of arbitration shall be New Delhi. The language to be used in the arbitral proceedings shall be English. The Parties may, by agreement, elect to use a different form of alternative dispute resolution or to litigate, in order to resolve the Dispute.
18. **Amendments:** These Conditions shall not be amended except by specific agreement in writing, signed by duly authorised representatives of the Parties.
19. **Independent Contractors:** The relationship of the Parties under these Conditions shall be that of independent contractors. Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of or in the name of the other Party.
20. **Whole Agreement:** These Conditions supersedes all prior agreements, understandings and representations, excluding fraudulent representations and collateral agreements, whether written or oral between the Parties, relating to the subject matter of the Order.
21. **Notices:** Unless otherwise specified, all notices and communications between the Purchaser and the Supplier in respect of the Order shall be in writing and sent by mail, electronic mail, facsimile, or messenger service to the Procurement Department at the Purchaser's facility identified in the Specific Conditions. The date of delivery of any such notice or communication shall be the date of despatch, if delivered by hand, electronic mail, facsimile or messenger service, or five (5) days after mailing, if delivered by mail.
22. **Waiver:** Failure or delay at any time by either Party to enforce any provision of the Order, or any part thereof, shall not constitute a waiver of such provision or affect the validity of the Order or any part thereof, nor prejudice the right of the affected Party to enforce such provision at a subsequent time.
23. **Severability:** Any provision of the Order prohibited by, or unlawful or unenforceable under the applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from the Order and replaced with another provision having substantially the same effect without it modifying the remaining provisions.
24. **Inducements:** Neither Party shall accept from or give to any person or party any commission, gift or other financial benefit or inducement (collectively defined as an "Inducement") and shall procure that its employees, agents and subcontractors will not accept or give any such Inducement and will immediately provide details to the other Party of receipt of an offer of an Inducement.