

## Purchase Order

### Standard Terms & Conditions

#### **General:**

Acceptance of this Purchase/ Work Order including revision (hereinafter referred to as “PO/Order”) includes the acceptance of the following terms & conditions and is made expressly conditional on Seller’s (hereinafter also referred to as “Vendor(s)” or “Supplier(s)”) assent to the exact terms contained herein. None of the terms in the Order may be modified, added to, or superseded, except with the written consent of The Great Eastern Shipping Company Ltd (hereinafter also referred to as “GESCO” or “Buyer”). It is understood by the Seller that this document goes through various changes periodically and hence they will ensure that they keep checking for the latest copy regularly and keep themselves abreast about the same.

#### **1.Placing order:**

Only orders in traceable form (in writing, by email only from the ID purchase@greatship.com ) are binding. Verbal orders or orders by phone as well as changes and additions to our order shall be binding only if confirmed by us in traceable form. Terms at variance with our General Purchase Conditions and additional terms, including reservations regarding price or exchange rates, as well as, in particular, deviating General Conditions of Sale and Delivery of the Supplier shall be valid only if accepted by us in traceable form.

#### **2. Price:**

The prices mentioned in this Order are the prices at which Buyer has agreed to purchase the Goods or Services (as applicable). No escalation in the aforesaid prices shall be binding on Buyer, notwithstanding anything that may be mentioned in Seller’s terms of acceptance of Order.

#### **3. Advice of Dispatch:**

A full and comprehensive dispatch advice notice shall be sent to concerned office/ agents/ vessels/ master of vessel of the Buyer (“Buyer”) as communicated. Instructions regarding dispatch & Insurance as mentioned in this Order should be complied with and the packing slips and relevant documents like MSDS sheets or certificates as mandated in the Buyers Order shall be included securely with the goods in closed envelopes. All the Documents shall have the Buyers Order numbers stated on them.

#### **4. Delivery Terms:**

##### **(a) Delivery Date:**

Time is of the essence. Time of delivery/performance as mentioned in this Order shall be the essence of the Agreement and no variations shall be permitted except with prior authorization in writing from the Buyer. Price and delivery basis will be as per Incoterms 2020 as stated on the Order, in the absence of which Ex-Works terms will apply.

##### **(b) Place of Delivery:**

The goods/services shall be delivered/ performed strictly as per the instructions in the Order.

##### **(c) Delayed Delivery:**

The time and date of delivery/performance as stipulated in the Order shall be deemed to be the essence of the Agreement. In case of delay in performance of its obligations by the Seller, or any extension granted by the Buyer, the Buyer shall at his option either (i) accept delayed deliveries at price reduced by a sum/ percentage (%) mentioned in the Purchase Order for every week of delay or part thereof; and/or (ii) cancel the Order in part or in full and purchase such cancelled quantities from open market at the prevailing market price at the risk & cost of the Seller without prejudice to his rights under 4(c)(i) above in respect to the goods delivered; and/or (iii) refuse to accept the Goods delivered beyond the delivery date and claim/set-off the difference between the prevailing market price and contracted price of such quantity delivered belatedly by the Seller.

**(d) Delay due to force majeure:**

In the event of cause of force majeure occurring within the agreed delivery terms, the delivery date may be extended by the Buyer at its sole and absolute discretion on receipt of application from the Seller without imposition of liquidated damages. Only those cause(s) which have duration of more than seven (7) consecutive calendar days will be considered the cause of force majeure. The Seller must inform the Buyer, the beginning and the end of the cause of delay immediately, by an email to [purchase@greatship.com](mailto:purchase@greatship.com) with attached letter duly Certified by the Statutory Authorities, in addition if required by the Buyers the original letter shall be sent by Registered Post or courier This shall in no case be later than ten (10) days from the beginning and end of each cause of force majeure as defined above.

(e) The goods shall correspond with the description of the original specification or of the samples thereof in full details and must be delivered and dispatched within the stipulated time, as the case may be otherwise the same shall be liable to be rejected and the Seller shall be deemed to have failed to deliver the goods in breach of the PO. The Buyer shall in that event at its sole and absolute discretion, will be entitled to either purchase such goods from other sources on Seller's account, in which case, the Seller shall be liable to pay to the Buyer any difference between the price at which such goods have been purchased and the price calculated at the rate set-out in this Order or to hold the Seller liable to pay the Buyer damages for non-delivery of goods for such breach.

(f) Packing Goods supplied against this order must be suitably and properly packed (conforming to special conditions stipulated by the Buyer, if any, for safe and/or undamaged transport by the designated mode of transport which is Air, Courier, Sea, Road or Rail.)

**4. Examination of goods:**

Irrespective of the fact that the goods are delivered to the Buyer by the Seller at the Seller's place or at Buyer's said office or are dispatched as per Buyer's instructions by air, courier, sea, rail or by road, the goods shall always be supplied, subject to detailed inspection, at the Buyer works or such other destinations as specified in the Order for ascertaining whether the goods are in conformity with the Agreement or not and until then in no event the Buyer shall be deemed to have accepted such goods and upon any rejection of goods in question the Seller shall be deemed to have failed to deliver the concerned goods in accordance with the Agreement.

**5. Rejection/ Removal of rejected goods and replacement:**

Buyer shall have the right to reject the goods whether in full or parts which are not delivered in accordance with the terms of the PO. Within fifteen days from the receipt of the intimation from the Buyer of his rejection to accept the goods the Seller shall remove, at his own cost, the rejected goods from the Buyer's works or wherever such goods are lying. The Buyer shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected goods shall be at the Seller's risk entirely. The Seller shall pay to the Buyer reasonable storage charges for storing such rejected goods for a period exceeding 15 days as aforesaid. Upon rejection, if the Seller fails to replace the goods with the goods acceptable to the Buyer within the contractual period then the Buyer may, solely at his discretion, exercise all or any of the following options in respect of the rejected/undelivered quantity: -

a. Dispose-off the rejected goods and claim/set-off the difference between the prevailing market price and contracted price of such undelivered/rejected quantity to the Seller's account; and/or

b. Purchase such undelivered/rejected quantity from open market at the prevailing market price at the risk and cost of the Seller.

## **6. Ownership**

Save as otherwise provided in this order, no right, title or interest shall be passed on to the Supplier by virtue of these presents, in the products/raw materials machines/tools/drawings etc., furnished by the Purchaser to the Supplier, for rendering the processing services. The Supplier shall, at no time, contest or challenge our said and exclusive rights, title and interest in the said products/raw materials/ machines/tools/drawings etc.

## **7. Encumbrance**

The Supplier shall not sell, assign, sub-let, pledge, hypothecate or otherwise encumber or suffer a lien upon or against the said product/raw materials/ machines tools/ drawings etc. and the Supplier shall undertake to abide by the same.

## **8. Insurance:**

- a. The vendor shall arrange for a comprehensive insurance coverage for the personnel & material at their own cost. The Company shall not be liable for any damages to the personnel & material.
- b. The vendor needs to take a comprehensive insurance cover or the repair / service personnel who will provide service on our vessel while joining vessel. The onus lies on the Vendor to take additional cover on a case to case basis if required.  
The worldwide comprehensive cover taken by the vendor should include.
  - i. All cost and expenses arising out of and relating to illness / injury.
  - ii. In the event of repatriation of riding squad, on account of illness and or injury, expenses in relation thereto.
  - iii. In the event of death of your service personnel on board, costs and expenses incurred arising out and relation to repatriation of mortal remains of the deceased.
  - iv. The contractor further undertakes to hand over copy of policy to the company prior joining of service personnel onboard our vessel and also in case of extension period will submit new insurance copy for the extended period.
- c. The vendor will be solely liable for any claims or liabilities with respect to personal injury or death or property damage or destruction suffered by the vendor , its personnel, its crew, its other contractors/clients of their employees or agents arising out of or in connection with the execution of this Agreement, howsoever caused, even if caused by the negligence of GESCO or their Personnel. The vendor shall defend, indemnify and hold harmless GESCO, its personnel, agents, customers, its other contractors, their employees from and against all and any such claims or liability in this regards.
- d. The vendor shall defend, indemnify and hold harmless GESCO from any and all liabilities and claims made by their Crew or any other person or entity arising out of, or in connection with the execution of this Agreement in this regards. At termination of this Agreement the vendor shall issue a general receipt in full discharge of liabilities covering GESCO. The vendor shall be solely responsible for payment of all wages, benefits, and completion bonuses and for any other obligations which the vendor would not have paid to the vendor Crew during the term of the execution under PO/Agreement.
- e. Seller shall take appropriate insurance for the transit and other legally required insurance in accordance with and meeting requirements of applicable law.

## **9. Invoices:**

All bills/ invoices for supplies/ services made bearing sales-tax registration number and / or Goods and Services Tax Identification Number (“GSTIN”) of the Vendor should be sent to [invoice@greatship.com](mailto:invoice@greatship.com) with supporting documents; packing list/delivery note duly acknowledged by GESCO Ship Sign and Stamp or that of the agent/ forwarder appointed by GESCO and if applicable email approval from [purchase@greatship.com](mailto:purchase@greatship.com) for any extra charges incurred beyond the Order value. All documents shall bear the Purchase order number.

Where applicable the Vendor shall ensure that E-way bill is generated along with all documents, as specified under Rule 138 of the Central Goods and Services Tax Rules, 2017 (“CGST Rules, 2017”). The Vendor hereby undertakes that it would be the party responsible for the generation of E-Way bill as required under the CGST Rules, 2017, and in no situation would the responsibility of issuance of an E-way Bill be transferred to GESCO.

Outstation/ out of pocket expenses of service personnel of the vendor/ supplier in relation to travel & expenses relating to transportation of equipment(s), material(s), installation(s) amongst others will be reimbursed at actuals on submission of adequate supports. Expenses like Airfare, Hotel Stay, parking charges, Taxi charges etc will be paid at actuals. Vendor/ Supplier will take utmost efforts to get pre-approval for these costs or their close estimates as practically possible. In case the Vendor/ Supplier fails to provide supporting documents towards the said expense(s) then the same shall be at discretion of the Vessel superintendent of the company and which shall be final and binding on the parties.

In cases where applicable, the Vendor will act as the “pure agent” of the Buyer and valuation of supply will be determined in terms of Rule 33 of the CGST Rules. In such cases, the Vendor agrees that the expenses incurred by the Vendor will be indicated separately in the invoice raised on the Buyer and no GST will be chargeable on such ‘reimbursements. The Vendor further agrees that:

- a. He shall not hold any title to the goods or services, or both procured or supplied while acting as a pure agent of the Buyer
- b. He will not use such goods or services or both for his own interest
- c. He will receive only the actual amount incurred (without any mark-up) for procuring any goods or services on behalf of the Buyer while acting as its pure agent
- d. He will enter into arrangement with GESCO.

Wherever applicable in terms of the GST Law, the Vendor agrees to raise an e-invoice after obtaining an invoice registration number (“IRN”) and the required QR code from the Invoice Registration Portal (“IRP”), while mentioning all relevant details.

## **10. Billing Instructions:**

Seller must follow the billing instructions carefully and correctly to enable early settlement of his dues. Disregard of the same may involve delay in such settlement. Seller must mention the following information in his bill: (1) Vendor Code Number (2) Purchase Order Item Number (3) Material Code Number (4) GSTIN Number, if any. The abovementioned information will be always available in this Order sent to him. One copy of above document with supporting documents as stated in Clause 9 above are to be sent by email to [invoice@greatship.com](mailto:invoice@greatship.com) and where requested by GESCO in hard copy to The Great Eastern Shipping Co. Ltd ., 134/A, Ocean House, Dr. Annie Besant Rd. Worli, Mumbai-400018.

Any invoice issued for supply of services or goods or both shall be dated in the week the same is dispatched to the Invoicing department . Gesco reserves the right to reject any invoice which is received late , on account of it not being dispatched by the Vendor in an appropriate timeframe.

The vendor undertakes that a credit note with appropriate references to the original invoice will be issued within 30 days from the date of intimation in this respect by GESCO.

Applicable to only foreign vendors: GESCO reserves the right to delete the Purchase order in the system and deny to make payment to the vendor if invoice is not raised within 1 year of service rendered or material supplied and the company shall not be liable on any accounts.

#### **11. Payment Terms**

The Company shall make payment of the invoice raised by the vendor after 90 days (unless agreed otherwise in the Purchase order) of service rendered / material supplied on board by the vendor/supplier. The payments will be done based on standard Tariff rates and / or as per quoted agreed amount for the specified job.

In case of vendors who are Micro, Small and Medium Enterprises (“MSME”), the Company shall on best efforts basis make payment of the invoice raised by the vendor within 45 days of service rendered / material supplied onboard by the vendor. The MSME vendor shall mandatorily issue an invoice against our Purchase order with supporting’s within 10 days of service rendered / material supplied onboard.

#### **12. Compliance with laws:**

Seller represents and warrants that it: (a) has and shall maintain as valid shall under this order strictly comply with the specifications and the requirements agreed upon. At all times all applicable licenses, permits, approvals, authorizations and/or or other statutory approvals required to perform its obligation/s under the PO; (b) shall at all times duly observe, perform and comply with all obligations, requirements and/ or prohibitions contained in any statutes, regulations or ordinance of any authority whether governmental or provincial, relating to or in any way affecting or regulating the respective performance of the PO by it.

#### **13. Representation and warranties clause:**

The Seller represents and warrants that it shall have and maintain in effect level of compliance rating as prescribed by the govt. That they are in compliance of requisite law and the goods have not violated any third-party IP. The Seller further represents and warrants that it will diligently undertake all compliances required by the Indian GST law, including payment of tax and filing of applicable returns. The Vendor has done all the background checks for all the persons being employed and have not found anything untoward. That the person accepting the PO is duly authorised for the same.

#### **14. Warranty:**

The Seller warrants that goods and/or services supplied shall be of the highest grade and quality unless otherwise specified; shall conform to the specifications, drawings, samples or other descriptions contained in the Order or furnished or specified by the Purchaser Order ; shall be performed in a workmanlike manner; shall be fit and sufficient for the purpose intended; shall not violate any third party intellectual property rights and shall be merchantable, of good material and workmanship and free from all the defects whether latent or patent. In case the same is found to be defective, *inter-alia*, in respect of materials, workmanship, design or process of manufacturing within a period 12 months after the same had been put in use or 20 months from the date of acceptance of the goods by the Buyer, whichever is earlier, the Seller shall refund the price paid by the Buyer in respect of the said goods. The Seller shall guarantee that the material Seller further agrees that all materials / goods shall be repaired or replaced as the case may be at their own expense. The Seller shall be liable for all costs and damages and replacements at the sole option of the Buyer. These warranties are in addition to those implied by or available at law to Purchaser and shall exist notwithstanding the acceptance and/or inspection by Purchaser of all or part of the goods or services.

### **15. Right of the Buyer to Set Off:**

In the event, the Seller fails to deliver the goods in accordance with the terms of this PO, the Buyer shall have the right to cancel the PO forthwith and claim refund of any payment made by the Buyer as advance or otherwise to the Seller under the PO. The Buyer shall also have the absolute right to withhold, adjust, and/ or set-off any payment required to be made by the Buyer to the Seller under this PO or any other PO entered into between the parties against the cost, losses, damages etc. suffered by the Buyer due to the failure of the Seller to deliver the Goods in accordance with the terms of this PO, and the Seller expressly waives any objections it may have in this respect.

### **16. Cancellation/Termination:**

The Buyer reserves the right to cancel/terminate this Purchase Order or any part thereof. The Buyer shall be entitled to rescind the Agreement wholly or in part in a written notice to the Seller if (i) The Seller fails to comply with the terms of the Purchase Order; or (ii) The Seller goes bankrupt or goes into liquidation proceedings; or (iii) The Seller fails to deliver the goods on time and / or replace the rejected goods promptly; or (iv) the Seller fails to deliver the Goods/Services of desired quality, weight, specification, drawing, layout, design, etc.; or (v) The Seller makes general assignment for the benefit of the creditors; or (vi) Receiver is appointed in respect of property of the Seller. The Buyer shall also be entitled to cancel this Order without assigning any reasons or becoming any way liable in such cancellation.

### **17. No Assignment:**

This Purchase Order shall not be assigned to any other agency by the Seller without obtaining prior written consent of the Buyer.

### **18. Personnel Service**

Any personnel if so, provided by the Vendor shall conform to the qualifications / skills as required by the Company to perform such work. The Company may require the vendor to replace any personnel supplied by them which the Company finds not of requisite qualifications, training or ability, the Vendor shall immediately replace the said personnel with alternate personnel with the required qualifications at its own cost & expenses.

- a) If the service rendered / material supplied by the vendor is not upto the standards or is inadequate due to defective material and workmanship, the Vendor should undertake to immediately remedy such defects on request. The company reserves the right to withhold payment of the Invoice if the service rendered / material supplied is not as per the specific standards & requirement.
- b) In case of vendors who are MSME, the Company shall lodge objection, if any, in writing regarding acceptance of service / material to the vendor within 15 days of service rendered / material supplied onboard by the vendor. In such cases, the Company shall make payment of the invoice raised by the vendor within 45 days from the date on which such objection is removed by the vendor.
- c) The vendor shall be responsible and liable for payment of salaries, wages and other legal dues of the personnel for the purpose of rendering the services undertaken by the vendor to the company under this agreement and shall maintain proper books of accounts, records and documents and comply with all statutes, rules and regulations which are applicable to them for the fulfilment of the terms of this agreement.
- d) The vendor shall ensure that all statutory dues, obligations and liabilities in respect of the personnel will be responsibility of the vendor who shall also ensure that all statutory provisions will be strictly complied with, relating to all labour laws, rules and regulations of India and shall undertake to comply with all such laws, rules and regulation at all times.

- e) The vendor shall ensure that all Statutory dues, obligations and liabilities in respect of the drivers and assistants will be the responsibility of the Vendor who shall also ensure that all Statutory provisions will be strictly complied with, including, but not restricted to those of the Contract Labour (Regulation & Abolition) Act, The Industrial Disputes Act, The Workmen's Compensation Act, The Minimum Wage Act and such matters as related to wages and salaries and other dues, Contributions and other requirements of ESI, EPF, Bonus, Leave Wages, HRA, (If Applicable) etc. and payments of compensation for death, injury or accidents.
- f) The vendor shall comply with all respects with the provisions of statutes, ordinances, rules and regulation applicable to it in providing services pursuant to this agreement and shall obtain all necessary registrations, licenses, approvals and sanctions under the law as applicable.

#### **19. Force Majeure:**

Failure or omission to carry out or observe any of the stipulation or condition of the Agreement shall not give rise to any claim or be deemed a breach of the Agreement if the same shall arise from any of the following cause. viz. the imposition or restriction on import, Acts of God. The Seller submits his acceptance of this agreement with the above conditions by acceptance of Buyer's Order even in case where the confirmation has been made under assumption of different condition.

#### **20. Special Conditions:**

- a. Seller will ensure that all statutes, regulations of the Central or State Government or strictly followed. Buyer shall not be liable to pay any damages/compensation due to non-compliance of these rules / regulations by Seller.
- b. The Company is against use of Child Labour. The vendor shall not use any child labour (in any form) for the work undertaken.
- c. As an integral part our environmental management system and occupational & safety management system, we request you to:
  - i. Avoid use of plastic for the purpose of packing material, in compliance of Indian Laws.
  - ii. Whenever possible assist vessel in collecting back the package material if the vessel so requests for your assistance.
  - iii. Ensure use of environmentally friendly packing material. In accordance with SOLAS chapter 11-1/ Reg 3-5 supplies of materials which contains asbestos have been prohibited for all ships.
  - iv. To conform to the above requirements please arrange to provide to the vessel 'asbestos free declaration' with every supply made to the vessel. Such declaration should accompany the delivery note.

#### **21. Arbitration:**

Any dispute arising out of or in connection with the PO shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English in Mumbai by the sole arbitrator appointed by the Buyer. The cost of arbitration shall be shared equally between the parties unless decided otherwise by the arbitrator.

#### **22. Dispute & Jurisdiction of Mumbai:**

All disputes shall be subject to the exclusive jurisdiction of the court in Mumbai only or as provided in the PO/Order. Laws of India would be only applicable.

### **23. Limitation of Liability:**

In no event shall Buyer be liable to Seller, or to Seller's officers, employees or representatives, or to any third party, for any indirect, consequential, incidental, special, punitive or exemplary damages of whatsoever nature (including, but not limited to, lost business, lost profits, damage to goodwill or reputation and/or degradation in value of brands, trademarks or trade names, service names or service marks, or injury to persons) whether arising out of breach of contract, warranty, tort (including negligence, failure to warn or strict liability), contribution, indemnity, subrogation or otherwise. No. as per the catalogue d) Buyer's Order No. and date and e) Quantity all relevant information.

### **24. Works carried out in Buyer's vessel or premises by the Sellers representatives etc.:**

Agent representative or employees of the Seller who in pursuance of the Agreement are required to work in Buyer/Owner's Vessel/Premises will be subject to the rules and regulations existing in the works. The Buyer shall not be liable for any accident which may cause to the Sellers personnel. The Seller shall take appropriate insurance of their representatives being deputed onsite.

### **25. Intellectual Property Rights:**

All drawings, specifications and other documents furnished by Buyer and the Buyer's consultants, and copies thereof furnished to the Seller, are for use solely with respect to this Order. Such drawings, specifications and other documents are to be returned to the Buyer at the completion of the Order or earlier termination of this Agreement. All drawings, specifications and other documents prepared by or for Seller in contemplation of, in the course of, or as a result of performing the work shall be deemed works for hire and all right, title and interest therein shall vest in Buyer, whether or not the Order is ultimately completed. To the extent such drawings, specifications or other documents cannot be considered, by operation of law, works for hire, Seller shall assign to Buyer all right, title and interest thereto and all copies of such drawings, specifications and other documents shall be delivered to Buyer upon completion of the Order or earlier termination of this Agreement. Seller agrees to provide Buyer with reasonable assistance necessary to perfect Seller's interest in intellectual property created under this Agreement. This shall include, but not be limited to, the execution of documents necessary for the Copyright registration. No drawings, specifications or other documents may be used by the Seller or any Sub seller or material or equipment supplier on other projects or for additions to their Project outside the scope of the work without the specific written consent of the Buyer. The Seller, Sub suppliers, Sub-Sub suppliers and material or equipment suppliers are authorized to use and reproduce applicable portions of the drawings, specifications or other documents appropriate to and for use in the execution of their work under the contract documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the drawings, specifications and other documents prepared by or for the Buyer. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Purchaser's copyrights or other reserved rights. Any intellectual property conceived or developed during the course of the Order based upon or arising from Buyer's confidential and proprietary information shall be solely owned by Buyer. Except as expressly provided herein, no license or right is granted hereby to the Seller, by implication or otherwise, with respect to or under any patent application, patent, claims or patent or proprietary rights of Buyer.

### **26. Entire Agreement:**

The terms and conditions of this Order constitute the entire Agreement between the parties here to and changes will be binding only if the amendments are made in writing and signed by the authorized representatives of the Buyer and the Seller or confirmed by email mode. In case of Buyer the authorised email shall be purchase@greatship.com.

**27. Risk of loss and/or damage to** any goods furnished hereunder shall be upon Seller until the goods are physically delivered to Buyer's facility specified on the face of the Order and accepted by the Buyer.

**28. Indemnification:**

Seller agrees to defend, indemnify and hold harmless Buyer, its affiliated companies or parent companies, and their officers, employees, agents, guests, invitees and customers from and against any and all liability, loss, damage, fine, penalty, cost or expense (including attorneys' fees) by reason of any allegation, claim, action or suit, whether for death, personal injury, property damage or otherwise, arising out of (1) failure of the goods or services supplied to meet specifications or warranties or for the goods or services to be otherwise defective; or (2) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of such goods or services; or (3) any leak or spill of any goods while being transported or delivered to Buyer; or (4) any breach by Seller of any term or condition contained in the Order; or (5) violation of applicable laws; or (6) alleged defect in the Goods and/or packaging material, or packed Product, or due to the Goods or packaging thereof being alleged to not adhere to any standard or quality set out herein or under any applicable laws; and/or (7) the acts, omissions, or wilful misconduct of Seller's employees and subcontractors, including their agents and representatives, and all other persons performing any services under the Order with the Seller, whether or not caused in part by a party indemnified hereunder. In the event that the goods or services, in Purchaser's reasonable opinion, are likely to infringe a patent or copyright, or misappropriate a trade secret (and in any event, if a court of law finds that the goods or services, in fact, do infringe or misappropriate), then Seller shall further provide Buyer one of the following forms of relief to be chosen by Seller:

(a) obtain a license on Buyer's behalf to continue to use or sell the goods or services; (b) redesign the goods or services so that they do not infringe or misappropriate; or (c) refund Buyer the price paid for the goods or services in question. In any and all claims against Buyer by any employee of Seller, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the Paragraph shall not be limited in any way by any indemnity or limitation on the amount or type of damages, compensation or benefits payable by or for Supplier, any subcontractor, or anyone directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**29. Confidentiality:**

Seller shall keep confidential all specifications and proprietary information furnished by Buyer or prepared by Seller in connection with the performance of the Order (including the existence and terms of the Order) and shall not divulge or use such specifications or information for the benefit of itself or any other party, except as required for the efficient performance of the Order. Upon completion of the Order, Supplier shall make no further use, either directly or indirectly, of any such specifications or information.

**30. Disposal:**

If applicable, Seller shall at all times retain title and ownership to any and all materials, substances or chemicals not incorporated into the work that Seller or any subcontractor brings onto Buyer's premises. Seller shall be solely responsible for the handling, transportation and disposal of any and all materials, substances and chemicals. Seller or any subcontractor brings onto Buyer's premises, and any waste generated or resulting from the use thereof. Seller shall not dispose or permit the release of any materials, substance or chemical, or any waste generated or resulting from the use thereof on Buyer's premises. Seller shall handle, transport, and dispose of any and all substances and chemicals, including but not limited to hazardous wastes and substances as defined by applicable federal, state and local laws, rules, regulations, codes and ordinances.

### **31. Severability:**

If any provision of this Agreement is held to be invalid, illegal or un-enforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions of this Order.

### **32. Order Acceptance:**

Unless a specific objection to each of the terms of this Purchase order is raised within 24 hours from the date of Purchase order/email under which this PO is send, it shall be deemed to be accepted in full.

**33. Code of Conduct:** The Seller/ Supplier agrees to follow the highest work standards and ethical conduct in their transactions with GESCO in full compliance to the policies of GESCO.

### **34. Whistle-blower Policy:**

Seller shall report any instance of bribe being insisted by any employee or associate of GESCO. This would be covered under the Whistle-blower policy of GESCO. As such complaint should written to the MD or the Directors or to the Compliance officer. Alternately, he can report the same to the Compliance Officer of GESCO in person. The policy and related contact personnel can be found on [https://www.greatship.com/upload/investors/policy/07\\_WhistleBlowerPolicy.pdf](https://www.greatship.com/upload/investors/policy/07_WhistleBlowerPolicy.pdf).

**35. Related Party:** The Company has a strict code on Related Party transaction. The Seller is obligated to report to the company, in case they are related to any Director, employee or associate or subsidiary of the company. Non-disclosure of the same may amount to the breach of the covenants of this term and conditions.

### **36. Social Media Policy:**

- a) Vendor and its employee should take care that their online presence reflects that of the Company. Actions captured via images / video footage, posts or comments can reflect on the operation of the Company and may impact the Company's reputation
- b) Details of contracts awarded or other business association with GESCO shall not be published in any public domain without the written approval of GESCO.
- c) Postings should not disclose information that is confidential or propriety of the Company clients or vessels. No images from outside the accommodation on board or within the engine room are to be taken and posted on any social media unless head office approval is obtained. Likewise, no pictures, and or video clippings are to be taken in case of any incident and posted on any social media unless head office approval is obtained. Similarly, posting on social media should not disclose vessel's status or location.
- d) Postings should not disclose information that may jeopardize the safety and security of the vessel, or its crew or any other employee of the Company.
- e) Of character - There will be no postings giving false or damaging statements made by one person or persons about another person or persons or the Company.
- f) Statements / comments causing harm to reputation or causing a loss to the Company and its' clients are not allowed to be posted in any social media.
- g) Uploading, posting, forwarding or posting a link to any of the following types of material on a social media website, whether in a professional or personal capacity, will amount to gross misconduct. This will consist of, but not limited to the following:

- h) Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit nature). Material, which is offensive, obscene, criminal, discriminatory, derogatory or may cause embarrassment to us, our clients or
- i) Dishonourable content such as racial, ethnic, religious, and physical disability slurs are not tolerated.
- j) Posting commentary, content, or images that are defamatory, proprietary, harassing, libellous, or that can create a hostile work environment.
- k) Confidential information about us or any of our staff or clients.
- l) Any other statement which is likely to create any liability (whether criminal or civil, and whether for you or us); or
- m) Material in breach of copyright or other intellectual property rights, or which invades the privacy of any person.

**37. Standard GST Clause (Applicable to Indian Vendors):**

a. The prices in this PO for supply of goods shall show the price of goods and if applicable related Goods and Services Tax, Customs duties, or any other indirect tax separately as may be imposed by the Government of India from time to time. The Seller shall provide a proper invoice in the form and manner prescribed under Rule 46 of the CGST Rules, 2017 containing all the mentioned therein. In the event that the Seller fails to provide the invoice in the form and manner prescribed under GST Law and mentioning all relevant details, the Buyer reserves the right to not make any payment against such invoice.

The vendor hereby undertakes that 'the address / location' of the Buyer to which the invoice will be issued by the Vendor will be as per the address mentioned in the Purchase Order (PO) issued by GESCO. Separately, prior to issue of an invoice, the Vendor shall intimate GESCO about 'the address / location' of GESCO to which the invoice will be issued and a prior approval from GESCO in this respect will be taken by the vendor. In respect of 'supply of goods', the Buyer will inform the Seller of the 'ship to' location of the goods, while the 'bill to' location will be the Ocean House, Mumbai address of GESCO.

The vendor undertakes that any discount in relation to a supply, whether offered before or at the time of, will be specifically recorded in the tax invoice issued by the supplier or clearly identified with each supply invoice in any other manner agreed upon. For the discounts given post completion of supply, an appropriate Credit note (with appropriate references to the original invoice) will be issued to GESCO by the vendor. In respect of Indian vendor, the credit note so issued should be compliance with the provisions of the CGST Act.

The Vendors agrees that it shall endeavour to avail possible set-offs and credits available under the GST Law, and any amount charged to the Company would mean net tax cost which is determined after considering all set-offs and credit available to the Contractor on the goods and service provided by it. The Vendor also agrees to pass on any benefits to GESCO, arising out of any reduction in rate of GST on any supply of goods or services or the benefit of input tax credit in terms of Section 171 of the CGST Act.

The Vendor shall ensure that correct HSN/ SAC code is mentioned on the invoice for all goods / services purchased / procured, irrespective of whether depiction of HSN / SAC on the invoice is mandatory or not. The vendor shall furnish their PAN/GIR, WCT, GSTIN details to the Buyer and mention the same on every invoice.

The Vendor agrees that it will issue and invoice to the Buyer within the time specified under the CGST Act read with the Rules thereunder.

Notwithstanding anything contained anywhere in this Terms and Condition along with annexures, PO, etc , in the event that the input tax credit of the GST charged by Seller is denied by the tax authorities to Buyer, Buyer shall be entitled to recover such amount from the Seller by way of adjustment from the next invoice. In addition to the amount of GST, Buyer shall also be entitled to recover interest at the applicable rate and penalty, in case any penalty is imposed by the tax authorities on Buyer.

Further, in case any input tax credit becomes unavailable to the Buyer, including but not limited to, on account of an invoice not being sent on time or having determined the place of supply incorrectly, GESCO shall be entitled to recover such amount from the Seller by way of adjustment from the next invoice.

Event of default clause – In the event that the Seller does not deposit the GST charged on the invoice issued to Buyer or such GST charged on the invoice and paid by Buyer is not reflected in either the GSTR-2A available on the common GST portal as eligible input tax credit for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and Seller shall be liable to pay such damages as may be reasonably estimated by Buyer. In the event that the compliance rating prescribed under the GST Act, 2017 read with GST Rules, 2017 of Seller falls below prescribed level for any reason whatsoever, this Agreement shall be liable to be terminated with immediate effect and Seller shall be liable to pay such damages as may be reasonably estimated by Buyer.

TDS i.e. (Tax Deducted at Source) under both, the Income Tax Act, 1961 and the GST Act, if applicable shall be deducted by the Company at the time of payment for the services rendered as per the government regulations. TDS certificates will be issued to the Vendor for the amount deducted.

The vendor agrees that it is eligible to receive consideration towards a supply only after the correct details of supply are uploaded by the Supplier in its Form GSTR-1, and this information is subsequently reflected in Form GSTR-2A of the Buyer. The Vendor also authorizes Buyer to retain the payment of consideration to the Vendor till such time the correct details of supply are reflected in Form GSTR-2A made available electronically to the Buyer. In the event that appropriate reporting is not completed by the vendor in Form GSTR-1, the Buyer will be eligible to recover from the vendor all costs (including interest costs) incurred by it on account of reversal of input tax credit in terms of Section 16 of the Central Goods and Services Tax Act, 2017 (“CGST Act”).

Vendor hereby undertakes that it will make timely payments of all taxes, duties, levies imposed by Tax Authority, be responsible for filing of all necessary tax returns and undertake all necessary compliances in accordance with applicable statutory requirements under the relevant Taxing Statute in relation to sum received from Developer.

### **38. Tax Invoice, Credit and Debit Notes (Indian Vendors only)**

Section 31 of the CGST Act read along with Chapter VI (Rules 46 to 55) of the CGST Rules, 2017 deals with Tax Invoice, Credit and Debit Notes.

The said rules provide the minimum particulars and requirements to be ensured in Tax Invoices, Credit and Debit Notes, Revised Tax Invoices, Time limit, Manner of issuing invoice, etc.

Minimum particulars to be contained in a Tax Invoice [Refer Rule 46 of the CGST Rules, 2017]

- a) Name, address and GSTIN of Supplier
- b) Consecutive serial number of the Invoice not exceeding 16 characters (incl. all special characters such as hyphen“-”, slash“/” etc.)

- c) Date of Issue of the Tax Invoice
- d) Name, address and GSTIN of RECIPIENT (i.e. in our case, the recipient/Buyer is GESCO. Our GSTIN is 27AAACT1565C1ZN)
- e) Name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more. Not applicable to GESCO since GESCO is "registered"
- f) Name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is less than fifty thousand rupees and the recipient requests that such details be recorded in the tax invoice. Not applicable to GESCO since GESCO is "registered"
- g) HSN/SAC for goods/services, as the case may be – please note that HSN codes are applicable for Goods only and SAC codes are applicable for services only. SAC always starts with 99. So, if the HSN/SAC quoted on the invoice starts with 99, ensure to book the same as Service and not as Goods.
- h) Description of goods/services
- i) Quantity + Unit of measurement/Unique Quantity Code
- j) Total value of supply of goods or services or both;
- k) Taxable value of supply - incl. discount/abatement
- l) Rate of tax (CGST/SGST/IGST/Cess) Tax amount charged (CGST/SGST/IGST/Cess) In case of inter-state supply, Place of supply along with the name of the state Address of delivery, if different from "place of supply" ("Bill to" location) - Where goods are delivered at a place other than GESCO's premises – such as the location of the ships at various ports, the address of delivery is that port. Kindly ensure that the same is mentioned on the invoice.
- m) Tax liability under Reverse Charge – If the liability to pay GST is under Reverse Charge, the same will be mentioned by the vendor in his invoice.
- n) Signature or Digital Signature of supplier/authorised representative.

**39. Minimum particulars to be contained in a Credit Note and Debit Note**

**[Refer Rule 53 of the CGST Rules, 2017]**

- a) "Revised Invoice" in originals indicated prominently
- b) Nature of the document - Invoice/Debit Note/Credit Note
- c) Name, address and GSTIN of SUPPLIER
- d) Consecutive serial number not exceeding 16 characters (incl. all special characters such as hyphen "-", slash "/" etc.)
- e) Date of Issue of Revised document

- f) Name, address and GSTIN of RECIPIENT i.e. in our case, the recipient is GESCO. Our GSTIN is 27AAACT1565C1ZN
- g) Name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered. Not applicable to GESCO since GESCO is "registered".
- h) Serial number + Date of the original Tax Invoice.
- i) Taxable value of supply - incl. discount/abatement
- j) Rate of tax (CGST/SGST/IGST/Cess)
- k) Tax amount debited/credited (CGST/SGST/IGST/Cess)
- l) Signature or Digital Signature of supplier/authorised representative.
- m) Minimum particulars to be contained in a Bill of Supply

**[Refer Rule 49 of the CGST Rules, 2017]**

- a) Name, address and GSTIN of SUPPLIER.
- b) Consecutive serial number not exceeding 16 characters (incl. all special characters such as hyphen "-", slash "/" etc.).
- c) Date of Issue.
- d) Name, address and GSTIN of RECIPIENT i.e. in our case, the recipient is GESCO. Our GSTIN is 27AAACT1565C1ZN
- e) HSN/SAC for goods/services, as the case may be – please note that HSN codes are applicable for Goods only and SAC codes are applicable for services only. SAC always starts with 99. So, if the HSN/SAC quoted on the invoice starts with 99, ensure to book the same as Service rather than Goods
- f) Description of goods/services
- g) Total value of supply
- h) Signature or Digital Signature of supplier/authorised representative

**40. Bill of Supply**

A Bill of Supply should not be confused with a Tax Invoice and is a separate document under GST.

Bill of Supply is issued by registered vendors in the following cases –

1. Composition Dealer – Such dealers cannot charge GST to the Buyer
2. Exempted Goods and services Supplier – if supplies are exempt, then no GST should be charged