

GENERAL PURCHASE CONDITIONS OF GOODS AND/OR SERVICES (Standard Version)

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V1 – January 2023

1. PURPOSE

The purpose of the present general conditions of purchase of goods and/or services (hereinafter the "General Conditions") is to be part of the Contract that will define the terms and conditions whereby **MADHEPURA ELECTRIC LOCOMOTIVE PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 2013, CIN U35999DL2015PTC287601, having its registered office at 601-B, 6th Floor Tower-1, Konnectus, Bhavbhuti Marg, Near Minto Bridge, New Delhi - 110001 (hereinafter the "Purchaser") entrusts the supplier (hereinafter the "Supplier"), who accepts it, to supply the goods and equipment and/or any other deliverables including Documentation and Software (hereinafter the "Goods") and/or services (hereinafter the "Services") under the conditions as defined under the Contract. The Purchaser and the Supplier shall be hereinafter referred to separately by "Party" or jointly by "Parties".

2. FORM AND CONTENT OF THE CONTRACT

2.1. The contract (hereinafter the "Contract") that shall govern the supply of Goods and Services by the Supplier to the benefit of the Purchaser in the frame of a contract between the Purchaser and its clients (the Customer) for a dedicated project (hereinafter the "Project") and shall consist of the documents quoted in decreasing order of priority as follows:

- The purchase orders (hereinafter the "Order(s)")
- The Specific Purchase Conditions, supplementing and/or amending these General Conditions, indicated in the Order (hereinafter the "Specific Purchase Conditions") but excluding any appendices unless expressly stated in the Order(s) to prevail;
- the present General Purchase Conditions (hereinafter the "GPC"),
- if applicable, the appendices to the Order(s) or if applicable to any purchase agreement for which the present General Purchase Conditions are part of, in numbering or alphabetical order as applicable.

2.2. All documents other than those covered in Article 2.1 shall not be applicable between the Parties to the Contract, unless otherwise stated in the Order.

3. COMING INTO FORCE – TERM

3.1. The Contract shall come into force once the Supplier has acknowledged receipt of the Order issued by the Purchaser. The Supplier undertakes to return to the Purchaser, the acknowledgement of receipt of the Order within eight (8) calendar days of the receipt thereof whether by electronic means or otherwise. However, and if not returned within this period, the Contract shall be considered to have been concluded based on the preliminary discussions.

3.2. Any start of performance of the Contract and especially the fact of proceeding to the design, manufacture, delivery, invoice or supply of Goods and/or Services, shall be construed as definitive acceptance of the terms and conditions of all the documents stated in Article 2.1.

3.3. Unless stated otherwise in the Contract, the date of coming into force thereof shall constitute the starting point for the performance time by the Supplier of its obligations under the Contract.

3.4. The Contract shall expire when all of the obligations of each Party have been fully performed.

4. PERFORMANCE OF THE CONTRACT

4.1. Goods and Services. The Supplier shall perform the Goods, "Software" (individually and collectively, computer programs and all improvements, Software updates, and enhancements/upgrades thereto and associated Documentation including technical specifications and process flow diagrams) and/or Services with the degree of skill, care, diligence and prudence which would reasonably and ordinarily be expected from a skilled, experienced and competent Supplier (Goods Industry Practices), and in accordance with all the terms and conditions stated in the Contract, regulations and standards in force where the Goods and/or Services are to be delivered. The Supplier shall ensure appropriate personnel training and qualification and submit any proof relating to such qualification upon Purchaser's request.

The Supplier shall ensure that the Goods and/or the Services provided are fit for the purposes that may reasonably be inferred from the Technical Specifications and in accordance with the timetable for performance defined in the Contract. In any event the Supplier commits itself to achieve performance and results stipulated in the Contract. The performance deadlines may only be extended or reduced through an amendment to the Contract, in accordance with the provisions of Article 6.2.

The Goods and/or Services shall be delivered in a state of full completion with the complete Documentation associated therewith as defined under Article 4.2 of these General Conditions as well as all instructions, recommendations and other indications necessary in order for them to be used correctly and under the appropriate safety conditions. Goods or Services that do not meet all the previous requirements shall be considered as non-compliant as per Article 11 of these General Conditions and may be recorded as a non-conformity event (NCE) as defined in the Supplier Quality Manual.

A lump sum administrative fee of INR Rupees Five Thousand (5,000/-Rs) or as specified in Supplier Quality Manual and/or Project Quality Specifications, whichever is higher, be applied by the Purchaser for each NCE. This administrative fee shall not be considered as a penalty and represents a reasonable estimate for the

administrative fees required to process the NCE; it is not the sole remedy for the Supplier's default and is without prejudice to any other remedies available to the Purchaser under the Contract or law.

The Goods ordered to the Supplier are intended to be integrated in complex structures, such as signalling systems, infrastructures, or vehicles like trains, tramways, or buses (Equipment) realized or built for Projects. The Supplier shall ensure necessary interfaces and interoperability with said Equipment.

4.1.1. If the Supplier is not certain that the results of the Services or Goods comply with the requirements defined in this Article 4.1, it shall inform immediately the Purchaser thereof in writing, providing all the needed indications concerning the risks of non-compliance and the measures that the Supplier intends to take in order to remedy the situation. The Purchaser shall notify its acceptance or rejection of the Supplier's proposals as soon as possible and in writing.

4.1.2. If the Purchaser assesses on its part that the Supplier is not performing the Services and/or supplying the Goods in accordance with the Contract, it may require the Supplier to indicate to it, in writing, the measures that the Supplier intends to take to remedy the situation. The Purchaser shall notify the Supplier in writing as soon as possible of its acceptance or rejection of the Supplier's proposals.

4.1.3. The Supplier shall define and implement method enabling him to identify the Goods as well as their status regarding the processes used throughout the Goods production phase and Services performance. The Supplier shall ensure traceability and keep records from the start of manufacturing process till the end of the warranty period as specified under Article 17.2.

4.2. Documentation The Supplier shall furnish as part of the Goods and/or Spare Parts, any operation and maintenance manuals, drawings, calculations, technical data, logic diagrams, progress reports, quality documentation, conformity certificates, test reports, bill of lading, certificates of origin, export control classification list number as per any applicable export regulation (such as the European Council Regulation 428/2009 (as amended) and/or the U.S. Export Administration Regulations ("EAR")), percentage of U.S. origin content, U.S. Export Control Classification Number ("ECCN") or U.S. Munitions List category ("USML") (if applicable) export authorizations and licenses, Harmonized Tariff Code and any such other documents required under the Contract and/or applicable Laws (the Documentation). The Documentation shall be submitted in English language unless otherwise stipulated in the Contract.

If so required by the Purchaser, the Supplier shall submit any such Documentation to the Purchaser with sufficient time for review and approval by the Customer, in accordance with the time-lines agreed between the Purchaser and the Customer. Where the Documentation provided by the Supplier is not compliant with Purchaser's contractual requirements, the Supplier must make the necessary modifications, and indemnify the Purchaser for any costs, liabilities or damages/loss incurred to the Purchaser due to the delays or non-compliance in Documentation delivered by the Supplier and shall not be entitled to an adjustment of the delivery schedule in case of any revision.

Delivery of the Goods and Services shall not be deemed complete until delivery of all required Documentation has occurred in accordance with the Contract.

The Supplier shall keep all Goods related data and Documentation at least for twenty (20) years after the Goods delivery or any such longer time required by applicable Law. The Supplier warrants that all records to trace and evidence compliance with the Contract requirements, including EHS requirements, shall at all times be readable and available to the Purchaser and/or the Customer.

4.3. The Supplier shall request from the Purchaser in a timely manner, any approvals and instructions needed for the correct performance of the Contract. For its part and as the case may be, the Purchaser shall make available to the Supplier the materials and/or perform the works identified in the Contract. It shall also provide access to the delivery site for the Goods and/or performance of the Services (hereinafter the "Site" or "Sites").

4.4. By accepting the Contract, the Supplier expressly acknowledges having received communication of all of the documents and information that it needs in order to assess the commitments that it has undertaken pursuant hereto, especially concerning the safety standards in force at the Site and any possible dangers connected with the installations and/or machinery nearby, whether these have been received spontaneously from the Purchaser, or whether it has itself solicited them in application of its obligation as a professional to solicit all of the documents and information necessary for the correct performance of its obligations under the Contract.

No document or information obtained by the Supplier from the Purchaser in connection with the Contract shall in any way release the Supplier from its obligation to review any such document and information and independently verify the same, and furthermore to promptly notify the Purchaser of conflicts with existing data or instructions provided by the Purchaser, and/or obtain any additional information and data from the Purchaser or from other sources, where appropriate, in order to ensure prompt and proper execution of the Goods and/or Services.

Any participation by the Purchaser in planning or designing of the Goods, in the processing of any document, information, data, material and/or software, or any review or approval of any process or data by the Purchaser, will not release the Supplier from its obligation to perform and supply the Goods and/or Services, in accordance with the terms of the Contract.

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4.5. The Supplier shall be responsible for implementing all the necessary resources for the performance of its obligations under the Contract, with the exception of those specifically mentioned in the Contract as being under the responsibility of the Purchaser. The Supplier shall have all of the materials and tools needed for the performance of the Contract and shall allocate qualified staff in sufficient numbers to perform the Contract within the contractual deadline.

4.6. Unless different procedures are specified in the Contract, the Supplier shall send the Purchaser, a weekly activity report tracing the Goods and/or Services performed and any difficulties encountered, which shall include in particular a progress report and any non-compliance datasheets according to a format on which the Purchaser shall have previously agreed in writing.

4.7. Within seven (7) days at the latest of the Contract coming into force, the Supplier shall appoint a staff member as a project manager and shall inform the Purchaser accordingly. The project manager thus appointed shall be responsible for directing the operations necessary for the delivery of the Goods and/or the performance of the Services and shall be solely entitled to give instructions to the Supplier's staff who is responsible for the performance of the Services on Site. It shall be the Supplier's contact person for the Purchaser.

4.8. The Supplier shall be responsible for matters of scheduling and staff and agrees to comply with labour legislation especially that concerning working hours, rest periods and annual or other leave and shall be responsible for paying all the social security or analogous contributions relating to its staff.

4.9. Security

4.9.1. The Supplier shall ensure that it has the appropriate measures in place to safeguard the mental and physical health of its employees. It shall in any event comply with all applicable laws and regulations relevant to workplace safety and practices, including the EHS charter of Purchaser.

4.9.2. The Supplier shall be fully responsible and commits to take all necessary measures ensuring the safety and security as well as the physical and mental health of all its employees who could have to travel in whatever country for the proper execution by the Supplier of its obligations as set out under the Contract.

4.10. Localisation and change of manufacturing process

4.10.1. The Parties shall cooperate to localize all or part of the manufacturing of the Goods and/or performance of any portion of the Services in areas enabling the Supplier to maintain or improve its competitiveness.

4.10.2. In case the Purchaser sets special conditions under the Contract, with respect to localization/local content of all or part of the manufacturing of the Goods or performance of all or part of the Services, the Purchaser shall inform, as soon as possible, the Supplier in order to prepare a proposal to satisfy said requirements. The Supplier shall provide details of prices so that all aspects can be examined by the Purchaser and improved in the interest of both Parties.

4.10.3. In case of a modification of the production localization and/or the manufacturing process of the Goods or performance of whole or part of the Services initiated by the Supplier, it shall notify the Purchaser in writing eighteen (18) months prior to the intended modification. No such modification shall be implemented without the prior written authorization from the Purchaser and further re-qualification of the Goods. The Supplier shall keep a clear traceability of the manufacturing process related to the Goods before and after authorized modification.

4.10.4. In any event, the Supplier shall ensure that the Quality Cost Delivery Technology (QCDDT) requirements shall not be modified.

4.10.5. In the event of:

- (i) a modification initiated by the Supplier as set forth under Article 4.10.3, the Supplier shall bear all associated costs incurred by the Parties and in particular all costs associated with necessary validation, qualification and type tests processes.
- (ii) a modification of localization or manufacturing process initiated by the Purchaser, the price of the Goods and/or Services may be adjusted on rates and prices specified in the Contract in order to take into account the change concerning the localization and/or manufacturing process. Should these rates and prices not be applicable, such other rates and prices shall apply as may be fair and reasonable.

5. PURCHASER'S PROPERTY

5.1. Materials such as components, machinery, tools, models, moulds, jigs and fixtures, accessories or others which may be made available to the Supplier by the Purchaser for the purposes of the Contract shall be under the Supplier's responsibility, care and custody; the Supplier shall take out insurance against any damage that they might suffer and shall clearly mark them and record them as being the property of the Purchaser.

5.2. The Supplier agrees to refrain from using such materials other than for the purpose of the Contract; it shall keep them in good working order, except for normal wear and tear.

5.3. Any damage or deterioration that such materials may suffer due to improper use or negligence by the Supplier shall be repaired at its cost. Without prejudice to the other rights of the Purchaser, the Supplier shall return such materials upon first request.

5.4. Legal ownership in and/or the right to dispose of any such Purchaser items shall under no circumstances pass to the Supplier. Upon the Purchaser's request, and without prejudice to Purchaser's rights under the

Contract, the Supplier, without delay, shall allow the Purchaser, and/or any third party mandated by the Purchaser, to enter any premises of the Supplier to repossess any such Purchaser items or any part thereof, including as applicable severing any such Purchaser items or parts thereof from other property.

5.5. Ownership of tools manufactured or acquired by the Supplier especially for the purposes of the Contract such as models, moulds, jigs and fixtures, accessories or others, shall be transferred to the Purchaser at the time of their manufacture or acquisition by the Supplier. The Supplier shall return the tools to the Purchaser by the end of the performance of the Contract at the latest.

6. MODIFICATIONS

6.1. The Purchaser shall have the right at any time to make changes in the design and/or the specifications of any or all of the Goods or part thereof, delivery terms, scope or other provisions of the Contract, by means of a written notice to the Supplier. If in the Supplier's reasonable opinion such changes affect the cost or time required for performance of the Goods and/or Services or any other provision(s) of the Contract, the Supplier shall notify the Purchaser promptly in writing, but in no event later than ten (10) days after the receipt of the Purchaser's notice, including appropriate substantiation regarding the claimed impact of the change. Subject to the Supplier's notification in accordance with the foregoing, if and to the extent that the changes requested by the Purchaser reasonably justify in the circumstances an adjustment of the price, delivery schedule and/or other provision of the Contract, then an equitable adjustment will be made by the Purchaser ("Change Order"). The Purchaser has the right to instruct the Supplier to commence the changes prior to having finalised the adjustment to the Change Order. In the absence of a notification by the Supplier in accordance with this Clause 6.1, the Supplier shall be deemed to have waived its rights for an adjustment and shall carry out the change, and the Purchaser shall be entitled to assume that such change will not have any impact on any material term of the Contract, including time schedule, warranties and price.

6.2. The Supplier shall not make any changes to the Goods and/or Services or any provision of the Contract without the Purchaser's prior written consent.

7. CONTROLLING – TESTING ON SUPPLIER OR ITS SUBCONTRACTOR'S SITES – QUALITY ASSURANCE

7.1. The Purchaser, who may be accompanied by any person appointed thereby, may at any time make any controlling visit that it considers necessary to the premises where the Goods and/or Services are to be performed, during normal working hours, in order to ensure the correct performance by the Supplier, of its contractual obligations. The Supplier shall obtain from its subcontractors such visitation rights in their premises, for the Purchaser.

7.2. The Supplier shall promptly remedy or shall ensure that its subcontractors promptly remedy any defects relating to the Goods and/or Services noted during the abovementioned visits as well as any defect/deficiency notified to it by the Purchaser concerning its performance.

7.3. Quality Assurance

7.3.1. The Supplier shall perform its quality obligations as defined in the Contract and continuously in accordance with the principles set forth in the Supplier Quality Manual.

The Supplier Quality Manual defines the quality expectations and actions required by the Purchaser. Supplier shall use Alstom Supplier Quality Portal, (using the following url address: <https://alstom.hlpweb.net/supplier-quality-portal-for-supplier>), at all time during the performance of the Contract and/or the Order.

Qualification: The Supplier shall be ISO/TS 22163 certified "Railway industry standard", as defined in the Supplier Quality Manual or ISO 9001 or equivalent. Supplier's manufacturing processes, including special processes, as specified in the Supplier Quality Manual, as well as those of its sub-suppliers and/or subcontractors must comply with contractual requirements and good industry practice.

Supplier's and its sub-suppliers' and/or subcontractors' qualification certificates must be made available to the Purchaser within forty-eight (48) hours upon request. All corrective actions rendered necessary to reach satisfactory qualification must be put in place within the time frame agreed with the Purchaser and in any case no later than six (6) months upon Purchaser's observation of non-compliance with qualification requirements. The Purchaser retains the right to perform its own qualification for processes of Supplier and/or its sub-suppliers and/or subcontractors.

7.3.2. The Supplier shall implement an appropriate and recognized quality assurance programme and quality control plan for the execution of the Goods and the performance of the Services and shall satisfy itself and the Purchaser by means of appropriate Documentation, processes, inspections, tests and other quality and risk management measures that the Goods and/or Services conform to the requirements of the Contract and shall keep such plan up-to-date throughout the whole cycle of the Goods production and delivery/Services performance. The Supplier shall perform all tests and inspections and/or provide, within forty-eight (48) hours upon request, all reports and certificates as required under the Contract and/or as the Purchaser may reasonably require. To the extent the tests are related to the Goods validation, the Supplier shall provide the Purchaser with timely notification of any such testing and the Purchaser and/or any third party authorized by the Purchaser shall be entitled to attend these tests. The Goods shall not be delivered to the Purchaser without an inspection and release by the Purchaser, unless the Purchaser waives such inspection and release. The

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Supplier shall cascade and be further responsible for the compliance by any of its affiliate, sub-suppliers and/or subcontractors or any third party involved into the Contract performance, with the quality requirements and principles set forth in this Article 7.3.

7.3.3. The tests shall be performed in accordance with the processes defined in the Technical Specifications. The Supplier shall provide the Purchaser with the relevant test reports. If the test results do not comply with the Technical Specifications and/or performance requirements (Supplier Product Quality Development (SPQD) industry standards, etc.), the Supplier shall immediately carry out the necessary measures and repeat the tests, at its own costs (including potential Purchaser's travel costs), in such a manner as to comply with Technical Specifications' requirements and the deadlines stipulated in the Contract.

7.3.4. The Supplier's performance under the Contract and the Goods and/or Services performed shall at all times be subject to inspection and quality control by the Purchaser, and/or any third party authorized by the Purchaser, who, upon reasonable notice, shall be afforded full and free access to the relevant facilities, manufacturing and/or engineering sites of the Supplier, its sub-supplier and/or subcontractors. The Supplier shall be available for inspections and control, including for those taking place at its affiliates and/or sub-supplier and/or subcontractors. Upon receipt of the Goods and/or acceptance of the Services, the Purchaser may, at its sole discretion, inspect the same or any part thereof at that time or at any time thereafter. If the Contract includes the carrying out of tests on the Goods after its receipt by the Purchaser, then the Goods shall not be deemed complete until such tests have been passed to the satisfaction of the Purchaser.

7.3.5. Any approval of a test by the Purchaser, any Purchaser inspection shall in no event relieve the Supplier from any liability nor imply the Purchaser's acceptance of the Goods and/or Services.

8. DELIVERY - TRANSPORTATION – PACKAGING

8.1. Should there be no special stipulation relating thereto in the Contract, the Supplier shall, in all circumstances, use packaging suitable to the nature of the Goods and that guarantees the safety and integrity thereof until they are delivered.

8.2. Where there is no special stipulation in the Contract, (i) deliveries on the premises mentioned in the Contract shall be made "Delivered Duty Paid" ("DDP" according to Incoterms, ICC 2020), any costs to be borne by the Supplier with the Goods packed, marked, loaded, lashed and secured in accordance with the Purchaser's shipping, packing and marking instructions stated in the Contract (notwithstanding Incoterms ICC 2020).

The Supplier shall also furnish such programme of design, manufacture and delivery as the Purchaser may reasonably require.

The Supplier shall not deliver the Goods without a release by the Purchaser, unless the Purchaser waives such right of release. Should the Supplier proceed with such deliveries without the Purchaser's consent, the Supplier shall reimburse the storage cost incurred by the Purchaser pending full delivery or delivery at the agreed delivery date.

Once the Supplier's design of the Goods is frozen and final the Supplier shall not be entitled to make any change to such design thereafter without having obtained prior written agreement by the Purchaser. The Supplier shall indemnify and hold harmless the Purchaser and the Purchaser's Customers from and against any and all claims, liabilities and expenses arising out of or in relation with any change made to the design of such Goods after the design thereof is frozen

Delivery of the Goods shall not be deemed to have occurred if the Goods are not fully compliant with all the terms and conditions of the Contract, unless the Purchaser expressly agrees otherwise in writing.

8.3. Any delivery of Goods shall be accompanied by the Supplier's delivery note, dated, bearing references of the Contract and indicating in particular the details of the Goods delivered, the contents of the parcels therein, their gross and net weight, method of transportation, date of dispatch, as well as the rail wagon number or vehicle registration number if relevant. The Supplier shall send simultaneously, by separate letter, a copy of the document to the Purchaser's department that issued the Order.

8.4. The Supplier shall deliver as part of the Goods the Documentation as specified under Article 4.2 of these General Conditions of Purchase.

9. DELAY

9.1. Time is of the essence. Delivery must be done within the time specified in the Contract. The date(s) or deadlines for the performance of the Services and/or delivery of the Goods specified in the Contract, are IMPERATIVE DEADLINES. They shall constitute a substantial condition of the Contract.

9.2. If the delivery of the Goods and/or performance of the Services is likely to be delayed, the Supplier shall notify the Purchaser accordingly immediately in writing. The notification shall include the Supplier's proposal for acceleration of the progress to achieve the delivery date(s). Measures for expediting progress shall include the use of additional manpower and material, multiple shift and weekend work, premium means of transport (such as airfreight). The costs of the acceleration measures shall be borne by the Supplier, unless it is established that the Purchaser is responsible for the delay and shall specify in writing the measures it has adopted or proposes in order to minimize the consequences of such delay.

10. Liquidated Damages ("LD")

10.1. LDs for delay

10.1.1. If the Supplier fails to comply with the dates or deadlines for the delivery of the Goods and/or performance of the Services specified in the Contract, except for reasons attributable to the Purchaser, the latter is entitled to apply liquidated damages, without any prior official notification, from the moment any date or deadline has been reached.

10.1.2. Unless stipulated otherwise in the Contract, the liquidated damages mentioned here above shall be calculated at the rate of five per cent (5%) of the total price of the Contract exclusive of Goods & Services Tax per week's delay, limited to thirty per cent (30%) of the total price of the Contract exclusive of Goods & Services Tax. Each week started gives rise to the application of liquidated damages for the week in question.

10.1.3. It is expressly agreed that the payment of such liquidated damages shall be the subject of an invoice. As soon as they are applicable, the liquidated damages may be applied at any time, at the Purchaser's option.

10.2 Other LDs

Other LDs for performance (noise, weight, reliability, immobilization) or otherwise can be provided in the Contract depending on the nature of the Goods and or Services and Purchaser's customer requirements.

10.3 Terms of application

These liquidated damages are cumulative and deemed to be incentive and consequently are not exclusive of any remedy the Purchaser is entitled to under the Contract. These liquidated damages do not constitute any waiver by the Purchaser of the right to terminate the Contract and/or to ask compensation for any loss suffered.

11. NON-COMPLIANCE – REJECTION OF DELIVERY

11.1. If, when they arrive at the Purchaser's premises or any other place agreed between the Parties, the Goods and/or the result of the Services are considered as non-compliant with the Purchaser's expectations as described in the Contract, the Purchaser may reject all or part of them. The delivery shall then be considered as not having been made.

11.2. In this case, the Purchaser reserves the right (i) to require the Supplier to replace or repair the rejected Goods and/or the result of the Services, within the deadline laid down by the Purchaser, or (ii) to perform itself or have performed the said replacement or repair by a third party of its choice, in accordance with the provisions of Article 11.3, or (iii) to retain the Goods and/or the result of the Services subject to a rebate, or (iv) to terminate the Contract in whole or in part in application of Article 22. In all cases, the totality of the costs and risks shall be borne by the Supplier.

11.3. In the case defined in Article 11.2 (ii), the Purchaser may choose to remedy the non-compliances by itself and/or to assign to a third-party company of its choice for the repairing or remedying, at the Supplier's cost and risks, after an official notification to remedy the non-compliance addressed to the Supplier by registered letter with fifteen (15) days' notice has remained unfruitful. The Supplier shall then facilitate the interventions of the Purchaser or third-party company in optimum conditions and particularly to remit to them the tools, drawings, studies and any other documents and associated intellectual property rights necessary for the production of the Goods and/or execution of the Services.

12. GOODS OR SERVICES SUBJECT TO ACCEPTANCE

12.1. If the Contract provides for acceptance tests for Goods and/or the result of Services after their completion and/or delivery to the Purchaser, and the Documentation having been delivered, according to the Purchaser's contractual requirements, the acceptance shall only be considered as definitive when such tests have demonstrated the compliance of the Goods and/or the result of the Services to the requirements defined in Article 4.1. The tests report shall include the configuration of the elements being subject of the relevant test.

12.2. Where the Contract provides for an acceptance procedure in the presence of both Parties, at the end of such procedure, the Parties shall sign an acceptance certificate if they agree on the compliance of the Goods and/or result of the Services with the terms of the Contract and particularly with the requirements of Article 4.1. Such acceptance certificate shall be produced in two (2) originals.

12.3. Signature of the acceptance certificate without any reservations by the Parties shall authorize the Supplier to invoice the Purchaser under the terms of payment due on acceptance date.

12.4. The Purchaser may pronounce the acceptance of whole or part of the Goods and/or the result of the Services, subject to reservations for all or part of the Goods and/or the result of the Services in question depending on the circumstances under the sole assessment of the Purchaser and if the non-compliances are revealed to be of an insignificant nature, especially if they do not affect the safety and/or use of the Goods and/or their environment. The Supplier undertakes to remedy any non-compliances revealed in the certificate within the deadline that it is stipulated therein. In such case all or part of payment due upon acceptance date may be withheld by the Purchaser until it has been established by both Parties that the Goods and/or Services in question have been made compliant.

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13. TRANSFER OF TITLE– TRANSFER OF RISKS

Notwithstanding anything to the contrary in the Contract or at law:

13.1. Transfer of title

Title to the Goods and/or Services: Title to the Goods and/or Services shall pass to the Purchaser free and clear of any liens, claims, encumbrances, interests or other rights as soon as they have been individualized and at the latest upon their actual delivery as specified under the Contract.

If requested by the Purchaser to do so, the Supplier shall promptly execute any document certifying transfer of title. In case of any defect in title or encumbrance or lien upon the Goods, or any part thereof, the Supplier shall promptly indemnify and defend the Purchaser against any and all claims in relation thereto and cause the discharge of any such encumbrance or lien.

13.2. Transfer of risk

The risk of loss of or damage to the Goods and/or Services shall pass from the Supplier to the Purchaser (i) upon the date of their acceptance if this is performed on the Purchaser's premises in accordance with the provisions of Article 12, or if not (ii) upon delivery of the Goods at the named destination pursuant to the Incoterm ICC 2020 as defined in Article 8 above.

14. PRICE – PAYMENT

14.1. Unless otherwise stated in the Contract, the prices indicated in the Order shall be firm, definitive and not revisable for the term of the Contract. They shall be stipulated including of all taxes except Goods & Services Tax (GST).

14.2. Unless otherwise stipulated in the Contract, the payment of the amounts due to the Supplier shall be made in INR, as the currency of both the account and of payment.

14.3. Unless it has been stipulated otherwise in the Contract, the price shall mean "Delivered Duty Paid" ("DDP" according to Incoterms, ICC 2020) at the place provided for in the Contract.

14.4. Invoices shall indicate the complete references of the Contract and shall be issued by the Supplier in accordance with the due dates stipulated in the Contract, subject to the complete performance by the Supplier of its corresponding obligations.

14.5. In case the Supplier provides its MSME registration certificate as per Indian Law the payment shall be made within forty-five (45) from the date of the invoice. Otherwise, the payment shall be made within ninety (90) days from the receipt of the invoice issued in accordance with the Agreement.

14.6. As long as the Supplier has not fully fulfilled its obligations, the Purchaser is authorized to retain all or part of the corresponding payment of the price.

14.7. Under conditions permitted by applicable law, the Purchaser is entitled to deduct from amounts due to the Supplier at any time in consideration of the performance of its obligations, any amount for which the Supplier shall be made liable under the Contract, especially in application of the provisions of Articles 5.3, 10, 11.3 and 17.1.

15. CONFIDENTIALITY – CYBERSECURITY AND ACCESS TO THE PURCHASER'S IT SYSTEM

15.1 Confidentiality

15.1.1 Any information, including, but not limited to, data, business information, technical information, specifications, drawings, sketches, models, records, samples, tools, software and documentation, written, oral or otherwise (all hereinafter referred to as "Confidential Information") furnished by either Party to the other, in the frame of the Contract, shall remain the supplying Party's property.

All copies of such Confidential Information in written, graphic or other tangible form shall be returned to the supplying Party upon request at any time or shall be otherwise disposed of as directed by the supplying Party.

15.1.2 Each Party shall not at any time divulge, disclose or otherwise furnish to any third party any Confidential Information, except upon prior written authorization of the disclosing Party.

15.1.3 Each Party shall reveal the Confidential Information only to its employees or subcontractors to whom disclosure is necessary for them to perform their duties, pursuant to the Contract. Each Party shall impose the above obligation of confidentiality on its employees and subcontractors.

15.1.4 The foregoing obligations shall not apply, however, to any part of the Confidential Information which :
- was already obtained in good faith by the recipient Party prior to receipt hereof;
- was already in the public domain or became so through no fault of the recipient Party;
- was acquired by the recipient Party from a third party having the right to convey the Confidential Information to the recipient Party without any obligation of confidentiality not the disclosure the same;
- is independently developed by the recipient Party;
- is approved for release by prior written authorization by the owner of the Confidential Information;
- is obliged to be produced (after notice of the disclosing Party whenever it is possible) under applicable law or regulation including any order of a court jurisdiction or an arbitral award.

15.1.5 Subject to the provision of the above paragraph, these obligations of confidentiality shall survive for a period of five (5) years from the expiration or termination of the Contract.

15.1.6 The Parties agree that the Purchaser is entitled to disclose any needed information, in respect of this Contract and/or Order, to the Purchaser's customer and/or Lenders in case of a due diligence process and/or an audit is conducted by such Lender and/or Purchaser's customer. The Purchaser commits to have in place a confidentiality agreement with Lenders and/or Purchaser's customer with the same obligation as the one defined in the present clause

15.2. Cybersecurity

15.2.1 The Supplier warrants that it is aware of applicable laws, regulations and industry standards relating to computer security, and especially those relating to computer hacking, to unlawful presence in a system, to the deliberate disruption of the system's operation, and to fraudulent use of the data, and undertakes that it will comply with such regulations. The Supplier particularly warrants and represents that he is properly audited and certified using current standards such as but not only ISO/IEC 27032:2012, ISO/IEC TR 27103:2018, ISO/IEC 27000, ISO/IEC 27001, ISO/IEC 27002, ISO/IEC 27005, IEC 62/444 and all relevant local laws and regulations concerning cyber security.

15.2.2 The Supplier undertakes, with respect to all Purchaser's information, materials and data in respect of which the Supplier has custody or control for purposes connected with these GPC, the Contract and/or the Order(s); or which are accessed, transmitted or stored using or on the Supplier's information systems or equipment under these GPC, the Contract and/or the Order(s) ("Purchaser Data") to:

- (i) do all things that a reasonable and prudent entity would do to ensure that all Purchaser Data is protected at all times from unauthorised access or use by a third party or misuse, damage or destruction by any person;
- (ii) provide protective measures for the Purchaser Data that are no less rigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Purchaser Data;
- (iii) comply with all security regulations or procedures or directions as specified in these GPC, the Contract and/or the Order(s).

15.2.3 The Supplier undertakes, with respect to all Goods to be delivered and Services to be performed under the Contract to implement a vulnerability management process organising the commitment from the Supplier to inform of the Purchaser of all vulnerability discovered by the Supplier or any third party on the Goods and/or on the Services, during the warranty period as defined under Article 17.2.

15.2.4 If the Supplier becomes aware of any actual or suspected:

- (i) action taken using computer networks that result in an actual or potentially adverse effect on the Supplier's information system and/or Purchaser Data residing on that system ("Cyber Incident"); or
- (ii) any other unauthorized access or use by a third party or misuse, damage or destruction by any person ("Other Incident"),
the Supplier shall:
 - (iii) notify the Purchaser in writing immediately (and no longer than 12 hours after becoming aware of the Cyber Incident or Other Incident); and
 - (iv) comply with any directions issued by the Purchaser in connection with the Cyber Incident or Other Incident, including in relation to:
 - a) notifying the relevant body, as required by the Purchaser;
 - b) obtaining evidence about how, when and by whom the Supplier's information system and/or the Purchaser Data has or may have been compromised, providing it to the Purchaser on request, and preserving and protecting that evidence for a period of up to twelve (12) months;
 - c) implementing any mitigation strategies to reduce the impact of the Cyber Incident or Other Incident or the likelihood or impact of any future similar incident; and
 - d) preserving and protecting Purchaser Data (including as necessary reverting to any backup or alternative site or taking other action to recover Purchaser Data).

15.2.5 The Supplier shall ensure that:
all subcontracts and other supply chain arrangements, which may allow or cause access to Purchaser Data, contain no provisions that are inconsistent with this Article 15.2; and
All employees, Affiliates, contractors, sub-suppliers, vendors, sub-contractors, Internet Service Provider; Cloud service providers and all providers of the Supplier in relation with the scope of this Article 15.2 who have access to Purchaser Data comply with the provisions of this Article.

15.2.6 Upon prior written request by the Purchaser, the Supplier undertakes to make available to the Purchaser all information and all assistance necessary to demonstrate compliance with the obligations laid down in this Article 15.2 and allow for and contribute to audits, including on-site inspections of the Supplier premises or of those of all its subcontractors or suppliers/providers, conducted by the Purchaser or a third party appointed by the Purchaser. It is noted that on-site inspections shall be limited to one (1) per year, and the Purchaser shall give notice to the Supplier of at least thirty (30) days prior to the beginning of any on-site inspection. Prior written notice of audit may not be given in case the audit is initiated by relevant authorities or in case occurred a Cyber Incident or an Other Incident.

15.3 Access to the Purchaser's IT system

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For any access to the Purchaser's Information System, and when authorized under the Contract, the Supplier shall comply (and shall procure its personnel to comply) with all the security conditions specific to the performance of the Contract, if applicable, such as the current conditions of access to the Site concerned and to the Purchaser's IT system, which have been communicated in writing prior to any intervention.

The Supplier is authorized by the Purchaser to access the Purchaser's IT system only to the strict extent necessary to perform the Contract.

The Supplier shall not use software or accesses means other than the ones provided and duly authorized by the Purchaser. The Supplier shall take all the necessary precautions so as to avoid the introduction of any malware or insecure code into the software, updates, systems supplied to the Purchaser and shall adopt the appropriate measures if the existence of such a threat is demonstrated.

16. INTELLECTUAL PROPERTY

16.1. "ALSTOM Group company" shall mean any company of which at least fifty per cent (50%) of the share capital is owned, directly or indirectly, by Alstom Holdings.

16.2. All patent, trade mark, design, any information, documentation, technical drawings, software (system and application software), algorithms, elaborated design data, technical or industrial data, tools, knowledge, know-how, trade secrets, equipment and services process, methodology, regardless of their support and whether or not protected by an Intellectual Property Right, developed, created or acquired by one Party before the signature of the Contract ("**Background**"), shall remain at all times the property of the said Party and its Affiliate(s).

The Purchaser hereby grants a non-exclusive, non-assignable license, which is revocable at any time upon prior information of the Supplier, to Supplier to use any Background including drawings, specifications and other data provided or paid for by the Purchaser hereunder, for the sole purpose of performing the Contract. The Supplier grants to the Purchaser: 1) a fully paid-up, non-transferable, non-exclusive and worldwide license to use the Supplier's Background for the purpose of implementing this Contract, including testing of Goods and/or Services; 2) a non-exclusive, worldwide, transferable license to use and exploit Background to manufacture, or make manufacture, commercialize, sell and maintain or make maintain products integrating Goods and/or Services incorporating or using the Results which license shall be granted under fair and reasonable conditions.

16.3. Results: All elements of any form and nature (including technical information and/or solutions, measurement results, analysis, simulations, modeling, mock-ups, Specifications, databases, software (including documented source codes), algorithms, drawings, models, plans, sketches, video, logo, communication and marketing supports, tooling and equipment as well as all the documentation associated therewith and related intellectual property rights, created, developed or issued by the Supplier as a result of the performance of this Contract (the "Results"), shall become the exclusive property of the Purchaser as and when they are created or developed. The Supplier assigns to the Purchaser, on an exclusive basis, all intellectual property rights related to the Results, for the entire world and the entire term of protection of the Results provided for in relevant present and future national or international conventions or treaties applicable to intellectual property.

16.4. The Supplier agrees that the price stated in the Contract include the assignment of the ownership on all the intellectual property rights on the Results and of the relevant licenses on the intellectual property rights on the Background as provided above.

16.5. More specifically, with respect to copyright associated with Results, the Supplier assigns to the Purchaser on an exclusive basis, for the legal term thereof and for all countries, all of the representation and reproduction rights, for any purposes and for all uses, direct or indirect. These rights shall notably include and in the widest sense: (a) the temporary or permanent reproduction right, by any means, on any media (newspapers, internet, and digital media, etc.) and at any site, (b) the right of identification and marking by any means, (c) the representation right by any procedures, (d) the right of correction, adaptation, evolution, enhancement, modification, addition or creation of derivative works, (e) the right of publication and commercial usage whether against payment or not. The rights thus assigned shall apply to any applications and may be assigned by the Purchaser to any third party of its choice.

16.6. The Purchaser shall be solely entitled to decide to protect the Results, in whole or in part, in its own name or that of any ALSTOM Group Company, without any consideration or compensation of any nature whatsoever being due to the Supplier in addition to the price stipulated in the Contract for the Goods and/or Services in question.

16.7. The Supplier specifically undertakes, on its own behalf or any of those involved for its part, such as, without this list being exhaustive, employees, representatives, agents, service-providers or sub-contractors, to perform all of the necessary formalities, where applicable, to cause the provisions of the present Article 16 to become effective.

16.8. For the sake of clarity, the expiration or termination of the Contract shall not affect the assignment of Intellectual Property Rights on the existing Results at the time of expiration or termination.

18.9. Except for any commercial advertising purpose, each party gives the other the authorisation to mention their respective names and logo(s) for communication purpose only about their business relationship existence considering the applicable graphic charts.

This reciprocal authorization includes the right to:

Reproduce or represent or allow third parties to reproduce or represent the names and/or the logo(s) on any media including but not limited to paper, numerical support, Internet.

For any other communication use, the Supplier's publications are subject to a prior written validation issued by the Purchaser's Brand Communication department. This request must be sent by mail to: ALSTOM - Brand Communication Department - 66/2,3rd floor Bagmane Tech Park, C.V. Raman Nagar, Bengaluru 56007648 ; Email: Alstom.india.communications@alstomgroup.com

If either Party determines that a use by the other Party is not compliant, the Party publishing the offending medium undertakes to immediately withdraw it at the express request of the other Party.

16.10. Infringement: The Supplier shall protect, defend, indemnify and hold the Purchaser harmless from and against any and all losses, costs, liabilities, claims, damages and expenses of every kind and nature, as incurred, resulting from or relating to or arising out of any claim, legal action or administrative proceedings, which may be brought by a third party against the Purchaser, on the basis of an infringement of patent, design, trademark, copyright or any other existing intellectual property right pertaining to the Goods and/or Services.

16.11. The Supplier represents and warrants that the Goods and/or Services, and any material, design or any other works or information provided by or on behalf of Supplier in the frame of this Contract, including the use thereof, do not infringe any intellectual property right of a third party, and Supplier will defend, indemnify and hold harmless Purchaser, its Affiliates and Customers from and against all claims and liabilities based on alleged or actual infringement thereof.

16.12. Should a claim or an action be brought against the Purchaser in the above-mentioned event, the Purchaser shall notify the Supplier accordingly, and said Supplier shall conduct these proceedings or respond to the claim at its own expense. The Purchaser shall, upon the Supplier's request and at the latter's own expense, provide the necessary reasonable assistance.

16.13. Should an intellectual property right is constituting an infringement and be upheld by the courts, the Supplier shall, upon the Purchaser's request, modify or replace at its own expense the infringing item, provided that such amendment or replacement shall not affect the purpose, value, use or performance of the Goods and/or Services. The obligations of the Supplier under this Article 16.10, through 16.13 are continuing obligations and survive expiration or termination of the Contract.

16.14 The Supplier shall deposit at an organisation approved or stipulated by the Purchaser no later than sixty (60) days after the First Article Inspection the software source codes and all documents necessary for the creation, maintenance, correction and evolution of the provided software as well as all the necessary documents to the manufacturing, repair and the maintenance of all Equipment, Parts and Spare Parts (hereafter "Escrow Materials").

16.14.1 If a template escrow agreement is part of the annexes attached to the Contract, such document shall apply to any deposit and agreement between the Supplier, Purchaser, escrow agent and, if necessary, the Customer.

16.14.2 The initial deposit shall include the latest updated version of the Escrow Materials. Regarding the source codes, the deposit shall include all the necessary files for the recompilation of the source codes, their protections, their program tools and the documentation related to such source codes.

16.14.2 In the event of modifications or improvements to the Equipment or software the Supplier shall update the Escrow Materials accordingly without unnecessary delay.

16.14.2 Upon written request of the Purchaser to the escrow agent the Escrow Materials shall be released to the Purchaser and/or the Customer provided that one of the following conditions has been fulfilled:

- a) the Supplier is insolvent, or any step is taken analogous to the voluntary or involuntary administration or other corporate rescue procedure, winding up, liquidation or dissolution of the Supplier;
- b) the Supplier ceases the manufacture and the sale of the Equipment, Parts and/or Spare Parts without being able to provide to the Purchaser an alternative source of supply offering at least the same specifications;
- c) the Supplier is in material breach with any of its obligations pursuant to the Contract. Such breach shall be considered as constituted if unremedied forty five (45) days after receipt by the Supplier of a written notice from the Purchaser. A copy of this written notice shall be sent by for information by the Purchaser to the escrow agent; or
- c) the Supplier becomes controlled by a third party which is a direct competitor of the Purchaser.

16.14.3 The Purchaser and/or the Customer shall be entitled to use such Escrow Materials once released to carry out its own developments, to manufacture or to have manufactured the Equipment or Parts, to perform or have performed any maintenance or repairs of the Equipment or Parts.

17. WARRANTY

17.1. General Provisions

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In addition and without prejudice to all other warranties provided by the Supplier under the Contract or at law the Supplier warrants that (a) the Goods and/or Services will be new, of good and satisfactory quality and fit for the purposes for which they are intended, in strict conformity with all requirements of the Contract and legislation in force and free from any defect or lack of conformity in design (except to the extent the design is provided to the Supplier by the Purchaser and for which the Supplier disclaimed liability in writing), workmanship and material and (b) the Purchaser and Customer shall enjoy absolute and unencumbered title to the Goods and/or Services and any related materials.

The Supplier's warranty does not include defects resulting from normal wear and tear on the Goods, usage not compliant with the associated documentation or negligence demonstrated by the Supplier attributable to the Purchaser and/or its staff.

Should the Supplier fail in the performance of its warranty obligation, the Purchaser may itself remedy the failing and/or assign a third-party enterprise of its choice to perform the remedy, at the Supplier's cost and risks, after an official notification by registered letter has remained unfruitful for seven (7) calendar days. The Supplier shall then do everything possible to facilitate the intervention of the Purchaser or the third-party company under the most favourable conditions and especially it shall remit to them the tooling, plans, studies and any other necessary documents.

17.2. Warranty Period

Unless the Contract provides otherwise, the contractual term of the warranty shall be twenty-four (24) months from the date on which the Purchaser's system, or set or product which incorporate the Goods and/or results of Services is put into service, and forty-eight (48) months as a maximum from the delivery of the Goods and/or Services at the Purchaser's Site. During the warranty period, the Supplier shall correct or replace at its expense, at the Purchaser's option, and as defined in the Supplier Quality Manual as provided in the Contract, any defect notified to it by the Purchaser, within a period not exceeding two (2) working days as from the written notification sent by the Purchaser. To this end, it shall apply the most appropriate solution between repair, replacement of the defective part in the Goods, or re-design of the Goods, after the Purchaser has consented thereto. Replacement, repair or re-design operations shall cover all of the Goods to be delivered in the context of a single Order, including spare parts. The Supplier shall also cover the costs relating to the logistics, disassembly and installation of the Goods on the Customer's equipment, depending on the case. Any replacement or repair, even partial, of/to a Goods affected by a defect shall give rise to the application of a new warranty period covering the Goods concerned for a period of twenty-four (24) months from the date of the repair or replacement.

17.3. Any and all costs, losses or damages relating to the implementation of the warranty obligations of the Supplier as well as those relating to the corrective and remedial actions taken by the Purchaser in relation to the defect shall be borne by the Supplier. Said costs shall include, without limitation, logistics costs as well as the costs relating to the removal and mounting of the Goods on the Customer's equipment, as applicable.

17.4. Epidemic defects

For the purpose of this Article, "Epidemic Defect" shall mean the same defect affecting at least five (5%) per cent of the Goods or a same defect affecting at least three (3 %) per cent of circuit boards, components or electronic sub-assemblies delivered by the Supplier to the Purchaser under the Contract, measured over a continuous period of twelve (12) consecutive months starting from delivery of the first Goods until three (3) years after the date of the delivery of the last Goods in the frame of the same project. If an Epidemic Defect affects the same part or the same Goods in one or more Orders, the Supplier shall repair, replace or redesign all of the identical parts or the same Goods, which is the subject of said Order(s). The Supplier shall also bear the costs of the logistics, dismounting and mounting of the parts or the Goods. In the event of a repair of an Epidemic Defect, the warranty period covering the relevant part or Goods shall be extended for a period of twenty-four (24) months from the date of commissioning of the repaired part or Goods. Throughout the duration of the warranty period for Epidemic Defect, the Supplier shall provide an analysis and action plan to correct any Epidemic Defect as notified by the Purchaser within a maximum period of five (5) working days from said notification. This action plan shall be implemented within a reasonable period, to be mutually agreed upon by the Parties having regard to the nature of the Epidemic Defect.

17.5. Reliability

Reliability targets (Mean Time Between Failures (MTBF)) are defined in the Technical Specifications attached as an Appendix to the Contract. Notwithstanding any possible application of Liquidated Damages relating to reliability defined in the Contract, Goods shall remain covered by the warranty defined in this Article 17 as long as the reliability commitments have not been reached.

17.6. Long term supply

17.6.1. The Supplier shall ensure that the Goods, as well as their parts, components and Spare Parts (as the case may be), will remain available and in full compliance with the Technical Specifications for a period of thirty-five (35) years from the date of delivery of the last Goods with respect to a same project. The Supplier shall provide supply, repair, test or support of any Goods, or Spare Parts thereof, during this period of thirty-five (35) years.

17.6.2. If at any time during this period of thirty-five (35) years, the Supplier fails to meet this obligation:

- it shall inform the Purchaser without delay in writing as soon as it knows of its failure, and provide an action plan to recommence supply, with associated time schedule within one month.
- If it is unable to continue to supply, repair, test or support the Goods, Parts, Software or Spare Parts, it shall offer one or more alternative solutions, which are fully interchangeable (Fit, Form, Function), at its own expense.
- If it is unable to recommence supply or propose a solution, in this case the Supplier shall grant the Purchaser the possibility of purchasing a stock of Goods, Parts, or Spare Parts to ensure continuity of supply during the period during which the Supplier cannot meet its obligation, or provide to the Purchaser, free of charge, all the drawings, Specifications, specific tools, documents, source code and information, regardless of their support, necessary to enable the Purchaser to find alternative source of supply, together with any necessary transferable license for the intellectual property rights to enable it to do so.

• The Purchaser shall be entitled to recover from the Supplier any costs associated with its failure to meet its obligations to its Customer(s) in respect of the above, and the actions it takes to minimize those costs. After the end of this period of thirty-five (35) years, should the Supplier decide to cease manufacture and sale of any Goods, Parts, Software or Spare Parts:

- It shall so inform the Purchaser in writing at least twelve (12) months before ceasing this manufacture and sale.
- The Supplier shall also grant the Purchaser the possibility of purchasing a stock of Goods, Parts, and/or Spare Parts, or provide to the Purchaser, free of charge, all the drawings, Specifications, specific tools, documents, source code and information, regardless of their support, necessary to enable the Purchaser to find alternative source of supply, together with any necessary transferable license for the intellectual property rights to enable it to do so.

17.7. Consignment stock

17.7.1. Principle. In the frame of the Contract, the Supplier shall provide the Purchaser, without any additional cost, with a stock of consignment spares (hereinafter "Consignment Stock"), enabling the Supplier to facilitate the implementation of its obligations regarding warranty as defined in this Article 17. The content (choice of parts and their number) of which shall guarantee reliable maintenance of the Equipment sold to the Customer and be compatible with the operation requirements and Customer requirements for availability. The Consignment Stock shall not be used to cure Epidemic Defects or Defects which are not covered by warranty as defined in this Article 17.

The ownership of the content of the Consignment Stock shall remain to the Supplier.

In the case the Purchaser uses the Consignment Stock for other purposes, the Purchaser shall place an Order within a reasonable delay to replace the used Parts.

In such case, if the Parts are used to cure a Defect within the scope of the Warranty as defined in this Article 17, ownership of the said Parts shall pass, without extra costs, to the Purchaser.

17.7.2. Management of consignment stock. The exact content of this Consignment Stock as well as the packing conditions of the consigned equipment and/or parts shall be defined at the latest one (1) month prior to the first delivery, as provided under the Contract. The content shall be updated with regard to reference number and quantity by the Supplier to enable the after-sales service of the Purchaser and/or Supplier to start repairs within less than four (4) working hours from the notification from the Purchaser, throughout the warranty period as defined at this Article 17.

The Supplier shall define the content of a Consignment Stock in the frame of the Contract, based on its reliability analysis and number of maintenance sites and communicate it to the Purchaser.

The parts and/or equipment contained in the Consignment Stock shall be identical with the parts and/or series of the delivered Goods in the frame of the Project. The Supplier shall update the content of the Consignment Stock in case of evolution of the Series Equipment.

The parts of the Consignment Stock shall be delivered at the latest upon the delivery of the Goods as provided under the Contract.

The parts of the Consignment Stock shall be delivered with a packaging enabling handling, storage and guaranteeing the integrity and use of parts and/or equipment during the warranty period defined in this Article 17.

The Consignment Stock shall be under the responsibility to keep and manage entrance and exit of the Purchaser or the Supplier if the Supplier is on the site.

The Consignment Stock shall either be stored in the premises of the Supplier or of the Purchaser or made available to the Customer at the option of the Purchaser.

Upon expiry of the warranty period defined in this Article 17, the Purchaser shall negotiate with the Customer that the latter acquire the remainder of the Consignment Stock. Should the Customer refuse to do so, the remainder shall be returned to the Supplier at its own costs.

17.8 Software - Embedded software

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Notwithstanding any other provision of the Contract, the Supplier warrants that the Software, whether acting separately or in combination, including all dating systems and/or date/time functions provided by the Supplier, whether provided as Goods or embedded in the Goods or Services will function correctly and reliably without any limitation or interruption throughout the lifetime of the products and/or services of the Purchaser into which the Software is embedded (at least 35 years from last Delivery).

During this lifetime warranty period as specified above the Supplier shall, at its cost, promptly correct any non-compliance with the warranted functionalities which shall include one-time or repeated corrections of the impacted products or services.

The Supplier shall at its cost perform specific testing to demonstrate to Alstom's satisfaction that the warranted dating systems and their date/time functions work correctly and reliably without any limitation and interruption. Such testing shall be conducted by regression tests upon the Purchaser's demand at any time during the lifetime of the Purchaser's product and/or services into which the Software is embedded. For the purpose of this clause any reference to any limitation includes known time limitations such as Year 2038 limitations, Year 2036 limitation with NTP V3 and GPS Roll over every 20 years time problems and any other limitations.

18. LIABILITY

If a failure, resulting from an action or omission of one of the Parties, its agents or representatives or sub-contractors, to perform one or more of its obligation under the Contract gives rise to damages or a loss to the other Party, such damages or losses shall be recoverable from the defaulting Party.

19. INSURANCE AND BONDSTThe Supplier shall take out and maintain the necessary valid insurance policies to cover the risks and liabilities to which it is subject, pursuant to both the applicable law and regulation and its contractual commitments.

In particular:

- the Supplier shall take out a "public and product liability" insurance policy, for an amount sufficient to cover the financial consequences of any bodily material or immaterial damages.
- if the Contract is concluded for design /services only, the Supplier shall take out a "professional liability" insurance policy.

Prior to the Contract, the Supplier shall produce the insurance certificates, issued by its insurance company, not more than six (6) months old, indicating the reference number and the effective date of the insurance policy, the cover provided, the amount and deductible, sub-limits, activities, nature of the work or assignments covered. The Supplier shall also provide the evidence that it is up to date with payment of the premiums.

In case of a multi-year insurance policy, the Supplier shall produce the above-mentioned certificate(s) every year on the renewal date of its insurance policy.

The provision of proof of the required insurance does not in any way restrict or limit the liability of the Supplier towards the Purchaser as may be outlined in the liability provision of the Contract.

The Supplier shall in particular be insured, if applicable, against:

- damage to the Supplies located in the factory or in any other location of the storage, assembly and/or test location, naming the Purchaser as additional Insured during performance of the Contract,
- damage to Goods covered by the Contract being transported from the loading of the Goods until their final destination, including during temporary storage, up to 110% of its replacement value,
- damage needed to be covered by an insurance such as:
 - ten years guarantee, damage caused by its vehicles or those rented that it uses to perform the Contract (on public roads or on private property), in accordance with current legal clauses;
 - damage suffered by its personnel.

It shall also take out, as required, the insurance necessary to cover damage caused by its construction machinery or rented, fixed or mobile machinery that it is using to perform the Contract.

The Supplier shall impose equivalent obligations to its subsidiaries, parent or related companies, partners, assignees or subcontractors,

Furthermore, the Supplier and its subcontractors/Sub suppliers shall insure their own equipment, whether they are owners, renters or custodians of the said equipment. The Supplier and its insurers waive all rights and remedies against the Purchaser and its own insurers. The Supplier shall notify the Purchaser of any modification affecting its insurance policies, as well as any event likely to cause the suspension or termination of the policies subscribed to if such change is likely to affect the Supplier's obligations.

Within the scope of any Project, in order to guarantee the proper performance by Supplier of its obligations under the applicable Contractual Documents, Supplier shall have issued:

- if Supplier is part of a group companies, at Purchaser's option either by a bank acceptable to Purchaser or by a parent company of any tier acceptable to Purchaser,
- if Supplier is not part of any group companies, by a bank acceptable to Purchaser, a first demand and irrevocable performance bond in favour of Purchaser within one (1) month from issuance of each Order.

The amount of the performance bond shall correspond to twenty percent (20%) of the amount of such Order. The performance bond shall expire upon Delivery of the complete Documentation (with respect to NRC Order) or Delivery of Goods under the related Order.

20. FORCE MAJEURE

20.1. "Force Majeure" shall mean any event or circumstance, to the extent that such event or circumstance (i) is beyond the reasonable control of the Party relying thereon, (ii) could not reasonably have been foreseen at the date of the Contract, (iii) which the affected Party (and/or any third party within the control of such Party), acting and having acted with all due diligence, could not have prevented, mitigated or overcome, and (iv) is not an act, event or condition, the risks or consequences of which the affected Party has expressly agreed to assume under the Contract; including among others and subject to the conditions set out herein, war, acts of a public enemy, revolution, civil commotion or riots, epidemic, fire, flood, explosion, material change in law, act of Government, or any act of God, earthquake, terrorist acts and national strikes or labor disputes. For the avoidance of doubt, factory unrest and employee strikes of any kind (except as expressly stated above), as well as production bottlenecks, the lack of the required import/export licenses or import/export authorizations of the authorities lack of qualified personnel, lack of material, or financial problems on the part of the affected Party shall not be deemed to be Force Majeure events.

20.2. A Party intending to seek Force Majeure relief under the Contract and/or the Order(s) shall not be entitled to such relief unless such Party shall:

- a) immediately after becoming aware of the occurrence of Force Majeure, give notice to the other Party of its intent to claim Force Majeure, which shall be confirmed within three (3) Days by formal written notice;
- b) within ten (10) Days after becoming aware of the occurrence of Force majeure, submit to the other Party sufficient detail regarding the event or circumstance, including its causes and consequences on the performance of the Contract and/or the Order(s), and all reasonable evidence serving to establish the Force majeure; if the Supplier seeks an extension of time due to Force Majeure, it shall in particular provide appropriate evidence that the Force Majeure has in fact impacted the timely delivery of the Goods and/or performance of the Services;
- c) without undue delay, take all reasonable steps to mitigate the effect of the Force Majeure on the performance of the Contract and/or the Order(s) and inform the other Party accordingly.

20.3. The Supplier shall not be entitled to seek Force Majeure relief under the Contract and/or the Order(s) on behalf of its own suppliers and/or subcontractors delays, unless the cause for such delays meets the criteria defined in Article 20.1.

20.4. During any Force Majeure event affecting Supplier's performance, Purchaser may, at its option, purchase the Goods or Services from other sources and reduce its delivery schedules to Supplier by such quantities, without liability to the Supplier, or require the Supplier to provide Goods or Services from other sources in quantities and at times requested by the Purchaser at the price set forth in the Contract.

20.5. If the Force Majeure event lasts more than thirty (30) days from the notification from the Party suffering from Force Majeure to the other Party, both Parties shall meet to determine the conditions of the implementation or the termination of the Contract.

21. UNFORESEEABILITY

Each Party undertakes to assume its obligations and accept to bear all risks and consequence of any change of unforeseeable circumstances arising during the performance of the Contract which have rendered its performance more onerous than could reasonably have been anticipated at the time of the coming into force of the Contract

22. SUSPENSION – TERMINATION

22.1. Suspension. The Purchaser reserves the right to suspend the performance of the Contract at any time through notification made by registered letter with acknowledgement of receipt sent to the Supplier. If and to the extent that the suspension exceeds three (3) months and provided that the Supplier is not in default under the Contract the Supplier may claim compensation that shall be restricted to the additional reasonable and documented expenditure that has been directly caused by the suspension not exceeding the Order value less payment already made..

22.2. Termination for cause: Either of the parties may terminate the Contract as of right, without prejudice to the exercise of its other rights and remedies, in the case where:

- a) if an event of force majeure occurs that is of such a nature as to delay the performance of the Contract by more than thirty (30) calendar days, without further formality other than the dispatch to the other party of registered letter with acknowledgement of receipt or.
- b) The other party fails in any of its obligations under the Contract and shall not have remedied this defect within thirty (30) calendar days following receipt of an official notification sent by registered letter with

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acknowledgement of receipt from the non-defaulting party. The Purchaser may be entitled to terminate should it emerge during the performance of the Contract, in the event that the subject thereof will eventually be rejected in whole or in part, if it were to be completed.

c) Insolvency of the Supplier

22.3. Termination for convenience: The Purchaser may terminate all or any part of the Contract before the expiration date set forth in the Contract, at any time and for any reason by giving a sufficient prior written notice, merely by sending a registered letter with acknowledgement of receipt to the Supplier.

22.4. The Purchaser may terminate the Contract if the contract that exists between the Purchaser and the Customer, in the frame of which the Contract between the Supplier and the Purchaser has been necessary, has been terminated.

22.5. In the circumstances covered in Articles 22.3 and 22.4 above, the Purchaser will pay to Supplier only the following amounts, without duplication: (a) the contract price for all Goods and Services that have been completed in accordance with the Contract and not previously paid for; and (b) the actual, direct, reasonable and justified costs of work-in-process and raw materials incurred by Supplier in furnishing the Goods or Services under the Contract until the termination thereof, to the extent such costs are duly documented, reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Contract and that the Supplier has otherwise no other means of avoiding or recovering them. In no case may this compensation exceed the amount of the Contract.

22.6. The Supplier shall introduce into its own orders or sub-contracting contracts linked to the Contract, similar provisions to those contained above in order to minimize the potential financial impact of the application thereof.

23. TAXES AND DUTIES

23.1. The Supplier shall be responsible for the payment of all taxes, duties and levies of any kind for which it may be liable due to the delivery of the Goods and/or the performance of the Services.

23.2. The Purchaser shall have the right to deduct from the payments due to the Supplier under the terms of the Contract, any taxes or levies, and similar charges if the Supplier fails to remit to the Purchaser the necessary certificates covering exemption from such deductions.

23.3 The Supplier shall be registered under applicable registration required under the provisions of Goods and Services Tax Act, 2017 and shall be responsible for the collection / payment of Goods and Services Tax.

23.4 In case of any benefit to the Supplier due to reduction in rate of tax on any supply of goods or services under GST, or due to increase in input tax credit to the Supplier, the Supplier shall pass on such benefits to the Purchaser by way of commensurate reduction in prices.

23.5 The Supplier shall ensure that the tax invoice submitted to purchaser contains:

- The Goods and Services Tax Identification Number (GSTIN) of Supplier and Purchaser;
- Harmonized System of Nomenclature (“HSN”) Code of goods supplied or Services Accounting Code (“SAC”) number of services, as the case may be.
- Break-up of various applicable taxes and cess.

23.6 The goods or services or both received and confirmed by the Purchaser at the time of delivery by vendor, will be the final quantity of goods or service or both. The Supplier should carry out necessary entries his GST returns by way of issuance of Credit or Debit Note in favour of the Purchaser along with applicable GST.

23.7 The Supplier shall be liable to pay Purchaser any input credit loss caused to Purchaser due to the following reasons:

- Mismatch in the return filed under GST law (GSTR – 1 and GSTR – 2) attributed to Supplier;
- Non filing of GST returns by Supplier; and
- Non – payment of GST.
- Loss of input tax credit to the Purchaser if it is caused by wrong taxes charged by the Supplier.

23.8 The Purchaser shall deduct and deposit GST at source, if applicable under the GST law. The Purchaser shall issue TDS certificate as prescribed by the GST law..

24. ASSIGNMENT AND SUB-CONTRACTING – CHANGE OF CONTROL

24.1. Assignment: The Purchaser may assign the Contract or any part thereof to the Customer or successors in the interest of the Customer, or to any Alstom Group Company upon written notice to the Supplier. Under no circumstances may Supplier transfer, assign or delegate, in whole or in part, any of its rights or obligations under the Contract (including, without limitation, any right of payment), whether directly or indirectly, nor by merger, acquisition or contribution to a joint venture, or otherwise without Purchaser’s prior written consent. The Purchaser shall have a right to assign its right, title, interests, benefits, claims and demands in this Contract and/or Order for the benefit of the Lenders, as security for the financial assistance provided by them in order to meet the Eloco Project related costs. The Supplier hereby acknowledges consents and agrees for such

assignment, including a consent to deposit all sums due from it to the Purchaser, in the account designated by the Lenders.

24.2. Subcontracting: Supplier will not subcontract any of its obligations under the Contract without the prior written consent of Purchaser. Any such consent of Purchaser will not release Supplier from, or limit, any of Supplier’s obligations under the Contract. Supplier warrants and guarantees that any such subcontractor’s performance will satisfy all requirements applicable to Supplier under the Contract, and the Supplier undertakes to be responsible for the acts or omissions of any sub-suppliers and/or subcontractors of any tier, its agents or employees, as if they were the acts or omissions of the Supplier.

The Supplier shall ensure similar restrictions are cascaded to its sub-suppliers and/or subcontractors.

24.3. Change of Control: Change of Control (hereinafter “Change of Control”) shall mean the acquisition by a third party of direct or indirect control of the Supplier. A third party shall be deemed to control the Supplier if it, directly or indirectly:

1. holds a majority of the voting rights in the Supplier;
2. has the right to appoint or remove a majority of the Supplier’s board of directors, supervisory board, or any other body in charge of or controlling the management of the Supplier; or
3. has the right to exercise a dominant or decisive influence over the Supplier.

24.4. In the event a Change of Control of the Supplier is envisaged, the Supplier shall:

1. promptly give Purchaser prior written notice of such event identifying the potential investor/acquiring party, the contemplated modification in the share capital composition, or any other change; and
2. provide any relevant information to Purchaser during the Change of Control process
3. Provide the Purchaser the commitments taken by the acquiring Party to ensure the proper execution of the Contract and to commit to indemnify the Purchaser of all negative changes which could occur from this change of control.

24.5. The Purchaser may terminate the Contract in case of a Change of Control or a merger involving the Supplier, through absorption by a third company, creation of a new company, demerger, partial asset transfer or any other operation involving integration or restructuring, agreement, subject to giving prior written notice of one (1) month to the Supplier.

25. COMPLIANCE WITH LAWS AND REGULATIONS

The Supplier shall comply with all laws, rules, regulations and/or standards of the country of destination applicable to the Goods and Services and in particular with the following obligations as set forth in this Article 25 which are essential obligations to the General Conditions, the Contract and/or the Order:

25.1. ETHICS AND COMPLIANCE

25.1.1 Legal and Ethical Compliance

The Purchaser requires its suppliers and contractors to strictly comply with all applicable legal requirements relating to their activities and business environment and the Supplier/Contractor agrees to comply therewith.

25.1.2 Alstom’s Ethics and Sustainable Development Charter

25.1.2.1 Ethics and Sustainable Development Charter

The Supplier hereby acknowledges having read and having full knowledge of Alstom’s Ethics and Sustainable Development Charter set out by the Purchaser and incorporated in to this agreement by reference and available on the Alstom web site at the following address:

<https://www.alstom.com/company/commitments/sustainable-procurement>

Supplier agrees to comply with their provisions, and to ensure, when applicable, that each entity of the group it belongs to and any of its vendors, suppliers or subcontractors will comply with such provisions.

25.1.2.2 Corporate Social Responsibility

Upon Purchaser’s request, the Supplier shall provide the Purchaser with an assessment delivered by a qualified specialised agency reasonably acceptable to the Purchaser, evaluating Supplier’s Corporate Social Responsibility risks. The Supplier undertakes to implement the necessary preventive corrective and remedial actions and warrants to maintain in place, throughout the term of the Contract and/or the Order(s), risk assessment and prevention improvement plans aiming at preventing serious violations with respect to human rights and fundamental freedoms, health and safety of persons and the protection of the environment.

25.1.3 Corruption

The Purchaser prohibits all unlawful payments and practices and is fully committed to the elimination of corruption in its business transactions. In addition, the Purchaser prohibits facilitation payments. The Supplier shall comply with all applicable laws and regulations on corruption, bribery, unlawful business activities and extortion. The Supplier shall never make or approve an unlawful payment to anyone under any circumstances. The Supplier warrants that it has not directly or indirectly paid any commission, fees or granted any rebates to any third party, employees of the Purchaser or Purchaser’s customer, or made any gifts, entertainment or any other non-monetary favours or other arrangements in violation of Alstom policy or the law.

Any breach of this Article shall be considered to be a material breach.

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The Supplier shall indemnify and hold harmless the Purchaser, its affiliates, officers, employees or agents, from and against all liabilities, claims, expenses, loss and/or damage arising out of or in connection with Supplier's breach of its obligations and/or warranties under this Article, without prejudice to any other rights or remedies the Purchaser may have, at law, under contract or otherwise.

25.1.4 Audit Rights

In the event of suspected corruption, the Supplier shall permit Alstom's authorized accounting representative to inspect the Supplier's accounts and records relating to the provision of Goods and/or Services pursuant to the Contract. The Supplier's obligation to allow inspection of its accounts and records shall continue for a period of 7 years after the expiration/ termination of the Contract. This Article 25.1.4 survives expiration or termination of the Contract.

25.1.5 Conflicts of interest

The Purchaser expects the Supplier to identify and avoid situations where there is an actual or potential conflict of interest and the Supplier agrees to comply therewith. The Supplier must disclose any actual or potential conflict of interest. The Purchaser employees are prohibited from accepting kickbacks or bribes of any form.

25.1.6 Gifts and Hospitality

Purchaser's policy limits its employees' ability to accept gifts and hospitality. Gifts and hospitality are acceptable only if they are of reasonable, modest and symbolic value, occasional, transparent, and can be reciprocated. The Purchaser expects the Supplier to refrain offering gifts and hospitality to the Purchaser employees and will refuse all gifts and hospitality that would not correspond to those criteria.

25.2. EXPORT CONTROL AND TRADE SANCTIONS

In performing its obligations hereunder, the Supplier shall comply with all applicable trade sanctions regulations, or similar requirements establishing export controls on goods, services, software, or technology. Such regulations include without limitation: (i) the U.S. Export Administration Regulations (EAR) which are administered by the U.S. Department of Commerce's Bureau of Industry and Security (BIS), the European Council Regulation 428/2009 (as amended) and (ii) the economic sanctions implemented by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), the EU, the French Republic, the Office of Financial Sanctions Implementation of Her Majesty's Treasury - United Kingdom (UKHMT OFSI) and/or the Hong-Kong Monetary Authority (HKMA) as applicable.

The Supplier represents and warrants that neither itself and its board of directors nor any of its parent companies, shareholders with a legal or de facto controlling interest (i) is a sanctioned person (i.e., listed by a sanctions authority with jurisdiction over any of the Parties); (ii) is violating any sanctions regulations and orders to the extent that they are applicable to its business, dealing and activities. In the event of a change of situation, the Supplier shall inform the Purchaser by written notice without delay and the Purchaser may, at its option, suspend and/or terminate the Contract with immediate effect upon written notice to the Supplier. The latter agrees to irrevocably waive any and all claims against the Purchaser arising from the suspension or termination of obligations pursuant to a sanctions event.

The Supplier shall be responsible for obtaining any required authorizations for exports or re-exports as defined in such laws, regulations and orders.

The Supplier shall provide the Purchaser, upon the latter's prior request, with a certificate of compliance confirming acknowledgement of and compliance with the applicable export control regulations. The Supplier is responsible for the accuracy of the delivered information for all supplied articles.

25.4 DATA PRIVACY

Each Party undertakes to comply with the regulations in force applicable to the processing of personal data and, in particular, the provisions of Act No. 78-17 of 6 January 1978 as amended and the GDPR (REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC), hereinafter together referred to as the "Data Regulations".

In accordance with the Data Regulations, the processing of personal data is highly regulated.

As a result, the Purchaser requires the Supplier to comply with this regulation. The same is true for their possible subcontractors throughout the Contract.

Each Party thus remains responsible for the databases containing the personal data it has collected on its own behalf and undertakes to comply with the Data Regulations.

Within the framework of the Contract, each Party shall be informed that personal data collected by the other Party may be processed, whether or not by automatic means, on which each Party acts as data controller. As such, data subjects concerned by such processing may exercise their rights regarding their personal data within the limits of the Data Regulations. The purpose of data processing is the management and monitoring of the performance of the Contract, commercial relationships and communication on the Parties' activities. Any breach of this data may therefore be considered as a serious breach, which will entitle the Purchaser to terminate the Contract as per Article 22.2 to the detriment of the Supplier, given the seriousness of the breach of their privacy and the heavy penalties imposed by the Data Regulations.

25.5. ENVIRONMENT, HEALTH AND SAFETY

25.5.1. The Supplier and its staff (and/or any sub-supplier and/or subcontractor) shall comply with the laws and regulations in force related to protection of the environment, the health and safety instructions applicable to the Goods and Services performed pursuant to the Contract and especially, if appropriate, to the Goods and Services performed on any Site by a third company.

25.5.2. The Supplier and its staff (and/or any sub-supplier and/or subcontractor) shall also comply with the internal rules at the Purchaser and/or Customer's site(s) where it may have to work for the purpose of performance of the Contract including EHS rules and requirements, as applicable. In case of conflict between different EHS requirements, the most stringent standard shall apply.

25.5.3. In the event of presence or activity of the Supplier (and/or any sub-supplier and/or subcontractor) on any Purchaser and/or Customer Site, the Supplier, and any sub-supplier and/or subcontractor, as the case may be, the Supplier shall ensure appropriate personnel training and qualification and submit any proof relating to such qualification upon Purchaser's request. Additionally, the Supplier shall consider any hazards associated with Site conditions, installations and/or machinery nearby. More generally, Supplier shall, at all times, comply with the Purchaser and/or Customer internal rules, including EHS rules and requirements, as applicable. In case of conflict between different EHS requirements, the most stringent standard shall apply.

25.5.4. Unless otherwise stipulated in the Contract, if the Supplier's staff (and/or any sub-supplier and/or subcontractor) fail to comply with any of the laws, regulation and or internal rules mentioned under this Article 25.5, the Purchaser is entitled to apply to the Supplier, liquidated damages and without any prior official notification, corresponding to four lakh fifty thousand Indian Rupees (4,50,000 INR) per event, without prejudice (i) to the possibility for the Purchaser to ask for the replacement of its staff member or the staff member of its sub-supplier and/or subcontractor, responsible of the breach, and/or (ii) to the possibility for the Purchaser to terminate the Contract for Supplier's default or to ask for the Supplier to terminate its sub-suppliers and/or subcontractors contracts, and/or (iii) for the Supplier to indemnify and hold harmless the Purchaser, its affiliates, officers, employees and agents against any and all liabilities, claims, expenses, loss and/or damage which may arise as a result of the breach of its obligations and/or warranties under this Article 25.5, with no limits in case of death, bodily injury, or damages to property.

25.6. ILLICIT EMPLOYMENT

25.6.1. The Supplier shall comply with all relevant labour legislation and shall pay all its staff-related social charges. Supplier's obligations set forth in this Article 25.6 are essential obligations to the Contract.

In accordance with the laws and regulations in force, the Supplier shall submit to the Purchaser, as soon as the Contract becomes effective and with the frequency imposed by said laws and regulations, the corresponding certificates and any additional document, in due time which may be required by the Purchaser in order for the Purchaser to fulfil its own regulatory obligations.

25.6.2. In particular, as soon as the Contract becomes effective within the meaning of Article 3 above and every six (6) months thereafter until full performance of its obligations under the Contract, the Supplier shall provide to the Purchaser the following documents:

- (i) A certificate of incorporation (Kbis excerpt or any other equivalent evidence of registration);
- (ii) A certificate delivered by the competent government authority certifying that Supplier has paid all social charges/labour compliances as well as proof of its authenticity;
- (iii) A certificate of tax payment;

25.7. Hazardous substances

25.7.1. The Supplier undertakes to strictly comply with all applicable laws and regulations on hazardous substances, at the place of origin and at any temporary and final destination of the Goods or any part thereof pursuant to the Contract, including Regulation (EC) No 1907/2006 ("REACH") as it may be amended from time to time.

As such, the Supplier acknowledges having read and being fully aware of the "Instruction to Suppliers concerning the placing on the market and use of hazardous substances" adopted by the Purchaser and currently in force which is available on Alstom Supplier Portal at the following address: <http://www.alstom.com/supplier-portal/>. The Supplier further undertakes to respect the principles thereof and represents and warrants that the Goods to be supplied to the Purchaser shall not include any hazardous substances, elements or waste of any kind that are prohibited by law or regulation at the place of origin and/or any temporary and/or final destination of the Goods or any part thereof pursuant to the Contract.

25.7.2. The Supplier represents and warrants that it shall not in the course of any activity arising in connection with the Contract, and unless a dispensation is granted by the Purchaser, cause any of the Purchaser's employees or representatives or any third party authorized by the Purchaser to act on its behalf to be exposed to any such hazardous substances, elements or waste as specified in Article 25.7.1 above, whether at the Supplier's premises, workshop, manufacturing sites or at any other location.

The Supplier shall provide the Purchaser in writing with all indications, instructions, warnings and other necessary data in order to comply with the legislative or regulatory provisions applicable for health and safety considerations.

25.7.3. Any Goods which does not comply with all of the requirements of this Article shall be considered to be defective.

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25.8 Conflict Minerals

25.8.1 The Supplier certifies to the Purchaser that there are no “Conflict Minerals” present in the Goods and;
25.8.2 The Supplier shall submit with each shipment made against a purchase order a separate certification that includes (1) a statement that the Supplier has taken responsible steps to ensure that the Goods being provided does not contain “Conflict Minerals” and (2) the name of the country of origin and the name of the smelter from which the minerals were mined and (3) a statement that the materials furnished are in conformance with the applicable law or regulations.

25.9 Upon prior written request by the Purchaser, the Supplier undertakes to make available to the Purchaser all information and all assistance necessary to demonstrate compliance with the obligations laid down in this Article 25 and allow for and contribute to audits, including on-site inspections, conducted by the Purchaser or a third party appointed by the Purchaser. It is noted that on-site inspections shall be limited to one (1) per year, and the Purchaser shall give notice to the Supplier of at least thirty (30) days prior to the beginning of any on-site inspection. Prior written notice of audit may not be given in case the audit is initiated by relevant authorities or in case of (i) Alstom employee and/or agents exposure to hazardous substances; (ii) failure to provide the Purchaser with the information listed in Article 25.6.

The Supplier shall indemnify, hold harmless and defend the Purchaser, its officers, directors, employees or insurers from and against any and all claims, losses, liabilities, suits, judgements, expenses and costs (including attorney fees) or the like arising out of or in connection with the Supplier's breach of its obligations and/or warranties under this Article 25, without prejudice to any other rights or remedies the Purchaser may have, at law, under contract or otherwise.

26. APPLICABLE LAW – LITIGATION

26.1. The Contract shall be subject to laws of India.

26.2. The Parties shall use their best efforts to settle amicably any dispute arising out of or in connection with the Contract. If no amicable settlement is reached between the Parties within thirty (30) days from the date of notification of the dispute by one Party to the other, then the dispute arising out of or in connection with the Contract shall be settled through arbitration under the Rules of Arbitration of the International Chamber of Commerce (“Rules”) by three arbitrators appointed in accordance with the said Rules. The place of Arbitration shall be Delhi.

26.3. Application to the Contract of the United Nations Convention on contracts for the international sale of goods, signed in Vienna in 1980 is expressly excluded.

27 OBLIGATIONS RELATING TO GOVERNMENT PROCUREMENT POLICIES

If any obligations relating to Government procurement policies are specified in the Contract or are otherwise applicable to the Supplier, then those obligations form part of the Contract and the Supplier must comply with them. Any noncompliance by the Supplier of its obligation under this clause shall be treated as material breach and shall entitle the Purchaser shall have the right to terminate the Contract forthwith.

28 CONTINUED PERFORMANCE

Unless the Contract has already been suspended and/or terminated pursuant to the appropriate provisions, the Seller shall in every case proceed with the performance of all of its obligations under the Contract during and notwithstanding any dispute resolution and/or arbitration proceedings or litigation.

29 STAMP DUTY

The Supplier shall pay all stamp duty leviable on the Contract.

30 PUBLICITY

The Supplier shall in no case use or exploit the existence or content of the Contract for purposes of publicity, promotion or other without first obtaining the written formal approval of the Purchaser.

31 STEP IN RIGHTS

Purchaser's customer and / or the entity(ies) providing financial assistance to Purchaser in order to meet the project related costs (hereinafter referred to as the “Lenders”) shall have the right to step into the present Contract and/or Order, in its sole discretion, in substitution of the Purchaser:

(i) in the event of suspension, termination or expiry of the contract between the Purchaser and the Purchaser's customer if the Purchaser elects to transfer the Madhepura factory and the township in accordance with the provisions of the contract between the Purchaser and the Purchaser's customer or

(ii) in the event of taking over the Madhepura factory and the township by the Purchaser's customer in accordance with the provisions of the contract between the Purchaser and the Purchaser's Customer, as the case may be and/or

(iii) in terms of the financial documents signed between the Purchaser and Lenders.

The Supplier acknowledges and agrees that in case of occurrence of any such event as specified above in respect of the Eloco Project and/or the financial documents, the Purchaser's customer and / or the

Lenders respectively shall have the right to step-in and substitute the Purchaser in respect of this Contract and/or Order.

The Supplier hereby agrees that the Lenders and/or Purchaser's customer or any substitute entity nominated by the Lenders and/or Purchaser's customer may exercise and enforce all the Supplier's rights under this Contract and/or Order and the Supplier shall continue to perform all its obligations under this Contract and/or Order in accordance with the terms of this Contract and/or Order.

In the above-mentioned event, the Supplier shall grant to the Purchaser and the Purchaser's customer a license in respect of the use of its know-how of manufacture of locomotive and operation in the Madhepura factory if any.