

GENERAL PURCHASE TERMS AND CONDITIONS

These General Purchase Terms and Conditions (hereinafter called "GPC") shall apply to the relationship between Supplier and Mercedes-Benz India Private Limited (hereinafter called "MB India") save as varied by express agreement or by additional terms, if any, accepted in writing by both parties. This GPC shall be conclusive and binding between the parties and will override any other Terms & Conditions of the Supplier.

1. GENERAL

1.1 Purchase Orders / Purchase Contracts (hereinafter called "P.O.") and acceptance of P.O., as well as any alteration or amendment thereof, must be made in writing in order to be effective. If acceptance of P.O. is not completed by the Supplier within 10 days from the date of receipt of P.O., then the Payment payable under the P.O. will be deferred accordingly. Subsequent agreements made verbally shall only be valid when confirmed in writing by MB India. If the Supplier does not accept the P.O. within 10 days of its submission MB India shall be entitled to revoke the P.O. in writing. No increase in prices shall be permitted during the tenure of P.O.

1.2 All other additional terms and conditions shall be governed by Special Purchase Conditions of MB India (hereinafter called "SPC"), to which reference shall be made in the Purchase Order or hereinafter, where appropriate. In case of any discrepancy or inconsistency among the P.O., SPC and GPC, the documents shall prevail over each other in the priority listed before.

1.3 Any other general term(s) and condition(s) contrary to or different from these GPC or SPC will not apply and shall not form part of the P.O. between the Parties even if they were not rejected explicitly in any individual case, unless otherwise specifically agreed in Written Form.

1.4 All communications between MB India and the Supplier shall be in English language only.

2. BILLS AND INVOICES

2.1 The invoices should be raised in original and duplicate with clearly indicating the GST Commissionerate / Division / Range code number of both the supplier and MB India, purchase order number, date and description of the consignment and shall be sent to the Technical contact/Account Payables as mentioned in P.O.

2.2 The Invoice value should be in line with Purchase order and Purchase Order line items and should include applicable duties and taxes as per law.

2.3 The Invoice should be issued in accordance with the Central Goods and Services Tax (Second Amendment) Rules, 2017, as amended from time to time. Further following details are mandatory on your invoice:

- a. MB India- Name & Address
- b. Name and address of the consignee (in case delivery differs from ordering name and address)
- c. Goods and Service Tax Number of Ordering Company / Consignee
- d. Declaration should be made exclusively as applicable in case of concessional GST rate.
- e. GST Number, HSN/ SAC Code, Commissionerate, Division,

Range, etc. as applicable should be indicated in the invoice.

f. Tax Rate and Amounts (SGST, CGST, IGST as applicable) to be shown separately on the Invoice.

g. In case of Service Invoice, apart from your GST Tax Registration Number, description of Service provided / to be provided with SAC code and Income Tax Permanent Account Number (PAN) are to be provided. The invoice should clearly specify any abatement claimed or otherwise from the Taxable Value while calculating the Service Tax.

h. Vendor to ensure timely payment of taxes and filing of GST returns within the time limit specified in the GST law to ensure smooth flow of credit to MB India. In case of any error or omission leading to change in tax invoice, the vendor would appropriately give effect in the returns.

i. In case any GST credit is lost by the MB India due to error or omission on the part of supplier, MB India would recover such loss from the vendor/supplier along with interest (with applicable taxes on the interest) as may be applicable.

j. Any rework charges or costs incurred by MBIPL on any defective supply will be recovered from the vendor along with applicable GST on the same.

k. Where the services are liable to GST under reverse mechanism, then the service provider should clearly mention the category under which it has been registered (along with SAC code) and also that "the liability of payment of Service Tax is on the Recipient of Service". The invoice should clearly specify whether any Input Tax Credit has been availed on input services taken for providing the said output service which is taxable under Reverse Charge.

l. If TDS is applicable for the payment due to you, then the same will be deducted as per the prevailing provisions of the Income Tax Act & Rules made there under. In that event MB India will provide TDS certificate to you. It will also provide the TDS details periodically, as required under the Income Tax Act provisions to the concerned agency to upload the same in the Income Tax system. Lower Tax Deduction Certificates U/s 197, where-ever applicable, should be accompanied by the Invoice.

m. Declaration / Self Certificate (either on Invoice or otherwise) stating that Taxes which have been collected / with-held on behalf of MB India have been duly paid/ will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if MB India is not able to avail any tax credit due to any short coming on the part of the vendor (which otherwise should have been available to MB India in the normal course), then the vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the vendor will make 'good' the loss suffered by MB India due to the tax credit it lost in that transaction.

n. For the parties to whom e-Invoicing is applicable, it is mandatory to register the Invoices on the Government Portal. Further, it is also mandatory for such parties to print the Invoice Registration Number (IRN) and QR code generated by the Government on their Invoices. In case, invoices are issued without IRN and QR code the said invoices will be

treated as invalid. Thus, in case e-Invoicing is applicable to Supplier it should be ensured that the Invoices are issued with valid IRN and QR code. In case the Supplier fails to comply with these requirements and the Invoices issued are rendered invalid, due to which input tax credit availed, if any, is denied by the Tax authorities to MB India, then MB India reserves its right to recover full money along with applicable Interest and Penalty, if any.

o. In case of imports of goods and services, the supplier should mention their Bank Account Details clearly with Account Number, Bank Name and address, Swift Code /IBAN as indicated in the Supplier Application Form.

p. The vendor should comply with all the provisions of the GST Law and allied rules all the compliance requirements casted on them as per the GST Laws for time being in force, so as to keep the Tax Compliance on the Government Portal (GST) high. MBIL shall have the right to terminate this arrangement (a) if the supplier has been black listed by Government of India in GST portal, and/ or (b) if GST compliance rating of the supplier is not satisfactory.

3. PRICE & PAYMENTS

3.1 The payment for Services will be made as per PO terms based on the invoices raised by you.

3.2 Payment terms will be as discussed and agreed and will be mentioned in P.O. In the event of any dispute as to dimensions, weight, quality, quantity, finish, colors, design or heading; and performance of services from the P.O., the said payment terms shall not be binding.

3.3 It is expressly agreed by the Parties that all the statutory liabilities including but not limited to payment of taxes (Direct & Indirect) etc. on particular transaction/s under this Agreement, shall be the liability of that party as per the applicable statute. For example TDS will be borne by the party receiving payment / credit, GST by the party as per the GST legislation / Rules, etc. Each Party is liable to pay for all taxes imposed upon it by the respective tax authorities, having jurisdiction over that Party. Any liability arising on your supply due to any dispute on the tax structure, calculations and payment to the government will be to your account.

3.4 If the payments are subject to a withholding or similar tax, the party making payment shall withhold such taxes in accordance with the law, and inform the other accordingly. Further, the deductor will send to deductee, a Withholding Tax Certificate as prescribed by the Income Tax Rules prevailing from time to time.

3.5 In case of foreign vendors also, the withholding Tax shall be borne by such vendor, unless otherwise specifically negotiated between the parties that the liability of withholding tax will be borne by MB India.

3.6 Nonetheless, in case of foreign vendors, the payment will be made only after receipt of the details such Indian Income Tax Permanent Account Number (PAN), Periodical declaration of Tax Residency Certificate (TRC) Permanent Establishment Declaration, Form 10F in the prescribed format as specified in the notification issued by the Government of India for the period to which obligation attached to PO

are completed satisfactorily. In event of non-submission of the required documents, full tax will be deducted from the payable amount as applicable from time to time.

3.7 All payments will be processed only after due certification by MB India for the receipt of goods or services.

3.8 If any sum of money is recoverable from the amount payable to the Supplier MB India shall be entitled to recover such sum from any sum due to Supplier or which at any time thereafter may become due to the Supplier, under this or any other purchase order. Should the sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to MB India on demand the remaining balance due. MB India shall have the right to retain such amount, which is equal to the corresponding credit of the GST component on supplies that has not been carried forward into the electronic credit ledger of MB India.

3.9 MB India shall also has the right to make TDS (Tax Deduction at Source) deductions on supply of Good/Services under any applicable laws.

3.10 Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Supplier's account.

3.11 If there is any change in tax structure notified by the Government and applicable to the arrangement covered under the P.O., then the same will be borne and paid by MB India

4. EXECUTION OF P.O.

4.1 The Supplier shall comply with the latest accepted technical rules, safety regulations and the agreed technical data in respect of the goods or services to be supplied. If services on MB India premises are to be provided, the Supplier shall notify the technical contact/coordinator appointed by MB India of the start and the scope of work involved and agree with the technical contact/coordinator on how the work is to be conducted.

5. DATA PROTECTION AND CONFIDENTIALITY

5.1 Parties undertake to observe, throughout the performance of this PO, all applicable laws, regulations and rules made thereunder on data protection and related legal requirements as amended from time to time. The parties, in the course of their transactions, must ensure that, they have obtained all necessary permissions from the owners of personal data if required and wherever applicable, to use/process such data subject to the local Data Protection regulation/requirements. Parties shall further ensure that sufficient IT and other safeguards are implemented to maintain data integrity and security, particularly in accordance with applicable data protection and privacy laws.

5.2 The Parties shall keep confidential, all information submitted by the owners of personal data, as may be accessed by the Parties in order to fulfill their obligations with respect to all the transactions in scope of this PO. The Parties shall use the data provided by the owners of personal data only for the purpose of completing the transaction/s for which it was furnished, and shall not sell or otherwise furnish such information to any third party

unless the same is required to be furnished under any applicable laws, rules, regulations or any order of the court of law.

6. WARRANTY, LIABILITY AND INDEMNITY

6.1 Supplier warrants that it has and will maintain sufficient rights and interests in the Goods/Services provided hereunder, in order to grant the rights granted under this arrangement.

6.2 Supplier warrants that the Goods/Services are free from any defects in design, material and workmanship according to the agreed specifications, drawings, descriptions or samples, all technical standards applicable, the state of the art and the suitability for the purposes contemplated by the P.O. Supplier further warrants that the Goods/Services shall comply with all applicable national, state and local laws and regulations in the relevant sales markets related to the Goods.

6.3 Supplier further warrants that it has valid title to the Goods/Services and will deliver them free and clear of all liens and encumbrances, and that the Goods/Services will not infringe the patent, copyright or other intellectual property rights of any third parties.

6.4 The Supplier shall replace free of charge any part or parts found to be defective in quality, finish, color, design, material or workmanship or in the event of the failure or indication of failure within a minimum period of 12 months from date of acceptance of Goods/Services (OR) as per the agreed warranty terms in P.O.

6.5 Supplier's responsibility under the said warranty shall be at its own option and cost, repair or replace any Goods found to be faulty as soon as possible after notification by MB India but not later than twenty four (24) hours for critical or other emergency situation.

6.6 If the Supplier fails or refuses to fulfil its obligations under warranty, MB India may, in addition to exercising any other rights available to this arrangement, law and/or equity, at its option elect to have the defective Goods/Services replaced, repaired or corrected or by any third party, and the Supplier shall in such an event reimburse MB India for all costs and expenses incurred in connection with such repair, replacement, correction or performance. In the event repair, replacement, correction of the defective Goods/Services is not reasonably possible, the Supplier shall provide refund for the price of the defective Goods/Services.

6.7 Indemnity for Data Breach: The parties hereby undertake to indemnify, defend and hold harmless the other party including their officers, directors and agents from and against all actions, proceedings, claims, liabilities, penalties, demands and costs, awards, damages, losses and/or expenses incurred and arising directly as a result of breach of personal data security by the respective party while complying with its obligations in relation to usage of such personal data and / or violation of any applicable data protection/data privacy laws and regulations as amended from time to time, which is attributable to wilful default and / or negligence on the part of the other party.

6.8 The supplier shall defend, indemnify and hold harmless

MB India, from and against any and all direct or any indirect, special or consequential loss, damage, loss of profit, cost, expenses or other claims (whether caused by the negligence of the Supplier, its agents or employees or otherwise) which arise out of or in connection with the breach of P.O./GPC/SPC terms and conditions including delayed supply of Goods/Services and quality of Goods/Services and quality of Goods/Services including but not limited to adherence to various requirements as per GST regime. The Supplier also agrees to indemnify and hold harmless MB India for any loss of profit or any indirect, special or consequential loss, damage, cost, expenses or other claims (whether caused by the negligence of the Supplier, its agents or employees or otherwise) which arise out of or in connection with the breach of P.O./GPC/SPC terms and conditions including delayed supply of Goods/Services and quality of Goods/Services.

7. CONFIDENTIALITY AND ADVERTISING

7.1 The Supplier commits themselves to deem as business secrets and to keep confidential all commercial and technical information of MB India which comes to their knowledge during the course of their business relationship, unless such information is or becomes public through no breach of the Supplier of any of its obligations and to keep such information confidential during the term of the P.O. and for period of 5 (five) years thereafter.

7.2 The specifications, designs, manufacturing data, drawings, models, patterns, samples and similar objects relating to the Goods/Services and provided by MB India in connection with the performance of the P.O. shall at all times be the property of MB India and shall not be disclosed or made available or otherwise be made accessible to any third parties/Government Officials, without the prior consent of MB India in written form. Supplier will use and maintain all of this information in such a manner that it is ensured the same is not used for any purpose detrimental to the interests of MB India.

7.3 The Supplier agrees that its personnel present in the offices of MB India (if applicable) will agree and abide by the office discipline of MB India and will ensure that such personnel shall comply with the provisions of confidentiality with respect to all information that come into their possession or that comes to their knowledge while being present in the offices of MB India.

7.4 The Supplier shall also ensure that all its employees who are provided access to MB India's confidential information/proprietary information shall follow the confidentiality obligations imposed by MB India on the Supplier.

7.5 Sub-suppliers, if any, shall be made to commit themselves accordingly to the confidentiality provisions contained in this GPC.

7.6 Unless otherwise agreed in written form or unless required by mandatory applicable law, Supplier will not in any manner publish the fact that Supplier has furnished or contracted to furnish Goods/Services for MB India. Supplier shall not use the name or trademarks of MB India, or

its products in Supplier's advertising or other publication.

7.7 The provisions of confidentiality shall survive the expiration/termination/withdrawal of the P.O

8. TRADE MARKS

8.1 Trade Marks of which the MB India is either the registered owner or registered user, if so approved by MB India shall be used by the Supplier only in the manner approved by MB India. The usage of trade marks in the manner not approved by MB India shall be strictly prohibited and in case of default, shall render the supplier liable to legal action.

9. THIRD PARTY RIGHTS

9.1 If the goods/services supplied are used within the scope of contractual terms, the Supplier shall be liable for any claims resulting from the infringement of intellectual rights of third parties, either granted or applied for. The Supplier shall indemnify MB India from the use of such rights.

10. FORCE MAJEURE

10.1 In case Force Majeure arises, the time period for the fulfilment of any obligation, which is affected by Force Majeure, will then be extended by a reasonable period of time and no party (Supplier and MB India) shall claim compensation for delay or non-execution of obligations due to such Force Majeure. However, the party affected by Force Majeure shall use its best efforts to minimize the consequences to remove the cause of non-performance, to co-operate with the other party in finding alternative ways and means of fulfilling its obligations and shall make up, continue and complete full performance hereunder without delay whenever such causes are removed.

10.2 Force Majeure shall, however, not relieve any party from its obligation to effect any obligation not affected by such Force Majeure and any contractual payment on the date when it is due except effecting of such payment is hindered by Force Majeure (e.g. earthquake, fire, flood, accidents, war, and riots).

10.3 Should an event of Force Majeure continue for more than three (3) months, MB India shall have the right to terminate the pending P.Os. with the Supplier, in such a case, MB India shall pay to Supplier the price of goods/services delivered/completed in terms of the P.O. up to the date of termination.

11. ARBITRATION

11.1 The Parties shall settle by mutual negotiations any claim, dispute or controversy arising out of or in relation to P.O, GPC and SPC. All disputes or differences arising between the parties shall be settled amicably. In the event of failure to arrive at an amicable settlement, the dispute or difference may be referred to arbitration. In case of any dispute, the Parties agree to submit the dispute to a neutral third party sole Arbitrator. MB India shall provide a list of independent Arbitrators to the Supplier. The Supplier shall choose one of the Arbitrator from the said list to adjudicate the dispute within a period of 15 days from the date of intimation of the list by MB India. The Arbitration proceedings shall be conducted in the English language in

accordance with Indian Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments or re-enactments thereto. The seat of Arbitration shall be Pune and the courts having jurisdiction over Pune as per the Arbitration Act shall adjudicate any dispute arising out of the said Arbitration. The Arbitration award shall be final and binding on the parties. The arbitration expenses will be shared by both the parties equally.

12. GOVERNING LAW AND JURISDICTION

12.1 This arrangement shall be governed under Indian Laws. All disputes and differences arising out of the arrangement shall be finally resolved and decided by a Court of competent jurisdiction in Pune only.

13. ENVIRONMENT, ENERGY, HEALTH & SAFETY

13.1 Supplier shall achieve exemplary environmental performance in all areas of operations and thereby meet all statutory requirements. Supplier undertakes to comply with the applicable requirements in the ISO 9001:2015 quality system standards and ISO 14001:2015 environmental system standards, ISO 45001:2018 occupational health & safety assessment standards and ISO 50001:2018 Energy Management System Standard or such equivalent standards as are specified by Supplier and agreed with MB India.

13.2 Vehicle carrying the goods ordered by MB India must have valid PUC certificate, RT/TC book and the driver should have valid driving license. MB India reserves the right to deny entry in its premises, if above conditions are not met.

13.3 Supplier must ensure that the necessary PPE (Personal Protection Equipments) of standard make/ISI certified equipment must be used appropriately by the Supplier personnel. In case of transportation of hazardous/inflammable goods, you must ensure that the driver of the vehicle being used for transportation is trained for safety measures and for measures to be taken in case of emergency.

13.4 The Supplier shall ensure that all safety norms, environmental and energy regulations are duly fulfilled when they perform the services at MB India's premises. They shall also ensure that all policies, rules and regulations relating to Environment Energy and Safety of MB India are adhered to at the respective MB India's premises.

13.5 In case of any clarifications from the Supplier on applicable safety norms, environmental and energy regulations, the Supplier is required to contact MB India's technical contact.

13.6 In addition to the above terms and conditions, the Supplier shall adhere to the standards and requirements of Mercedes-Benz Group AG regarding sustainability and environmental protection as specified in MBST 36. Mercedes-Benz Group AG is the holding company of MB India. The MBST 36 can be found in the Daimler Supplier Portal <https://docmaster.supplier.daimler.com/DMPublic/en/index.html>

14. NON-EXCLUSIVE

14.1 This arrangement is on a non-exclusive basis and does not prevent MB India from

availing similar goods/services from any other person or party.

15. SEVERABILITY

15.1 Should one of the provisions of the GPC or SPC or of any additional stipulations agreed upon be or become invalid, the validity of the remaining part of these GPC and SPC shall not be affected thereby. The Parties are committed to replace the invalid provision by another provision with an equivalent commercial effect so far as possible.

16. AMENDMENTS

16.1 MB India reserves the right to add or amend or to add or to alter or modify or render inoperative any one or more of these terms by prescribing special conditions in the P.O. and to the extent such addition or modification is made, the altered and the additional clauses shall have effect.

17. COMPLIANCE WITH LAWS

17.1 The Supplier shall also comply with the requirements as set forth in the current version of Compliance with Laws, which can be found in the Daimler Supplier Portal https://docmaster.supplier.daimler.com/DMPublic/en/html/M10.02.06.FTPNN02_list.html

18. HOUSE-BAN CLAUSE

18.1 The Supplier has a duty to ensure that any employees used on site at MB India and/or that any employees given access to any IT-systems in connection with fulfilling the requirements of this P.O. must receive an admission and/or access authorization from MB India. Individuals to whom MB India or MB India affiliate has declared a house ban, an admission ban, and/or an access ban cannot be used by the Supplier in the fulfilment of this P.O.