

## INDIA DIRECT PURCHASE ORDER TEMPLATE

### PURCHASE ORDER STANDARD TERMS AND CONDITIONS

**THIS IS A COMPUTER-GENERATED DOCUMENT AND DOES NOT REQUIRE SIGNATURE.**

#### **Purchase Order Terms & Conditions for Direct Purchasing**

**(“Purchase Order”):** Following terms and conditions are applicable to the purchase of Direct Products/ Services (hereinafter referred to as ‘Products’) by Purchasers India legal entities, namely Cummins India Limited, Cummins Technologies India Private Limited, Cummins Power Solutions India Private Limited, Cummins Generator Technologies India Private Limited, Cummins Research and Technology India Private Limited, Tata Cummins Private Limited, TCPL Green Energy Solutions Private Limited as the case may be (hereinafter referred to as ‘Purchaser/Cummins’).

#### **OFFER**

1.1. This purchase order (“Purchase Order” or “PO”) constitutes an offer to buy Products and services to the description set forth on its face and other terms stated on the reverse side. No additional or different terms offered by Supplier shall be or become part of this Purchase Order unless made in writing and signed by Purchaser’s authorized representative. Any reference to Supplier’s quotation shall be for informational purposes only and shall not be construed as acceptance of Supplier’s terms and conditions. The offer can be accepted by the by the Supplier either expressly or implied by the fulfilment of the Purchase Order. The contract resulting from the acceptance of this Purchase Order is to be construed according to the laws of India. This Purchase Order is not assignable by Supplier in whole or in part without Purchaser’s prior written consent. Any conditions appearing in the Supplier’s invoice contrary to those embodied in this Purchase Order shall be void ab initio and shall not be invoked at any time under any circumstances.

1.2 If there is a conflict between these terms, the information on the face of this Purchase Order, or any attachments to the Purchase Order, the terms on the face of the Purchase Order shall take precedence over these terms, and these terms shall take precedence over any other attachment. If the Purchase Order is issued in conjunction with a detailed contract between the parties, the terms of the contract will take precedence over all other terms.

1.3 The purchase of Products and services by Purchaser is expressly conditioned on assent by Supplier to these terms; any additional or conflicting terms or provisions in other documents provided by Supplier relating to such purchase shall not apply to such purchase and are hereby rejected.

#### **PRICING**

2.1 No specific change shall be made for lead time, preservation, packing, kitting, lot sizes, carriage, or storage unless agreement has been established in writing. Neither lead times nor prices may be increased without documented justification and reasonable notice to Purchaser and commercially reasonable opportunity for Purchaser to negotiate such changes. Supplier represents and warrants that all taxes have been paid and no taxes are unpaid or with the passage of time will be a lien upon the Products or equipment. This clause is intended to create a level playing field for all purchasers of Supplier’s Products, and not to provide discounts or competitive advantages to Purchaser.

2.2 Payment Terms are 90 days from the date of receipt of the material or availment of services as mentioned in the Purchase Order by Purchaser, unless otherwise stated on face of the Purchase Order. However, notwithstanding any other payment terms agreed anywhere else including but not limited to the face of PO or any other agreement between the Parties, for Micro and Small Enterprise Suppliers, the payment terms shall be such number of days as prescribed under the prevailing statutes in India, subject to Supplier furnishing valid registration certificate under applicable statute.

2.3 By accepting this Purchase Order, Supplier agrees to supply the Products set forth on the Schedule or Appendix, as applicable, ordered hereunder at the same price on future orders, whether under a subsequently issued Purchase Orders or otherwise, unless a ninety (90) day written notice of price increase and an explanation therefore is provided by Supplier; provided, however, that such ninety (90) day written notice requirement shall not apply in connection with commodity market or foreign currency exchange adjustments where a separate agreement exists, in which case such separate timing requirement terms shall apply. Supplier shall supply at the current price through the entirety of said ninety (90) day notice period.

2.4 Supplier acknowledges and agrees that the continuous supply of the Product ordered by Purchaser from Supplier pursuant to this Purchase Order is critical to the commercial interest of Purchaser. By accepting this Purchase Order, Supplier undertakes an obligation to provide Purchaser with written notice ("Last-time Buy Notice") no less than ninety (90) days prior to Supplier reducing, discontinuing, suspending, or relinquishing its ability to supply each Product ordered pursuant to this Purchase Order. The Last-time Buy Notice shall include a detailed description of the reason for reduction, discontinuation, suspension or relinquishment. In the event a Last-time Buy Notice is given, Purchaser will have the right, within ninety (90) days' receipt of such notice, to make one or more final bulk purchases in any quantity at the Product pricing set forth in this Purchase Order; provided, however, the quantity of such bulk purchases shall not be in excess of the cumulative amount purchased by Purchaser during the preceding twelve (12) months.

2.5 Supplier and Purchaser recognize and acknowledge that a breach of the covenants contained in Sections 2.3 and 2.4 will cause material and irreparable damage to Purchaser, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, Supplier agrees that in the event of a breach of any of the covenants contained in Sections 2.3 and 2.4, in addition to any other remedy which may be available at law or in equity, Purchaser shall be entitled to immediate temporary, preliminary, and permanent injunctive relief, including specific performance, to require Supplier to comply with Sections 2.3 and 2.4, and Purchaser shall be entitled to such relief without the necessity of proving that actual damages are not an adequate remedy or of posting a bond or any other security, and Supplier waives any defence to such relief based on any defence that there is an adequate remedy at law.

## **INVOICING**

3.1 Unless authorized by Purchaser, Supplier agrees that one Purchase Order number can be listed on any invoice. Multiple invoices can be issues against a single Purchase Order. Invoices must reflect prices per terms stated above and should be submitted per agreement between the parties. The Purchaser at its discretion will manage invoice discrepancies.

3.2 Purchaser may set off any amounts due to Supplier under this Purchase Order or any existing agreement against amounts owed by Supplier to Purchaser for any reason. Purchaser may withhold payment of any disputed amount in good faith until such dispute is resolved.

3.3. If requested by Purchaser, Supplier must receive Purchase Orders and send invoices electronically.

3.4 Invoices not sent electronically are to be shipped to Purchaser specified site address.

## **DELIVERY**

4.1 Purchaser will be provided with an option to purchase the components either on 'Ex-works' or 'FOR Purchaser plant' basis for domestic shipment/s as mentioned in the Purchase Order. For Export/ Import Shipment/s, INCOTERMS will either be 'Ex-works' or 'FOB Designated Sea Port' as mentioned in the Purchase Order. In case of Air Shipment/s, delivery terms will be 'FCA Designated Airport' as mentioned in the Purchase Order. Terms are to be interpreted in accordance with the prevailing ICC Incoterms.

4.2 Supplier shall, upon Purchaser' request, suspend shipment and delivery of Supplies to be furnished hereunder, at no cost. No over shipments accepted at additional cost.

4.3 Supplier shall pack and preserve the Products, so they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling

and storage under normal environmental conditions without detrimental effects in accordance with Purchaser Global Packaging Standards for Production Parts.

4.4 All shipments must contain documentation specified by Purchaser. If not specified, documentation will be a packing slip listing Products, Purchaser's part number, Purchase Order number, plant name, invoice number and receiving locations, with all packages marked identifying Products by name and Purchaser's part number. The package containing the packing slip must be clearly identifiable. Bar codes may be required per Purchaser's packaging standards.

4.5 Supplier must adhere to the procedures involving logistics and warehousing instructions, including instructions provided in materials agreements or transportation routing letters.

4.6 Supplier shall document country of origin in the format specified by the Purchaser to comply with regulations, including NAFTA certificates of origin, duty draw back documentation or manufacturer's affidavit as requested. It is the responsibility of Supplier to monitor the information and immediately notify Purchaser of any changes. Such changes must be communicated in writing to Purchaser's Customs Department.

4.7 No over shipments accepted at additional cost. Hazardous material "MUST" be properly labelled as per prevailing safety guidelines.

4.8 Delivery schedules as mentioned in the Purchase Order or subsequently communicated by the Purchaser shall be strictly followed. Any revisions in the delivery schedule shall be as per mutual agreement between the Purchaser and the Supplier. Ahead of scheduled deliveries shall be treated as not according to the Purchase Order and shall be rejected at the sole discretion of the Purchaser.

4.9 In the event of delay in delivery/ies of the Product/s, the Purchaser reserves right to cancel the Purchaser Order or Release without any liability (including compensation, penalty or charge/s etc.) payable to the Supplier. The Purchaser may obtain substitute products from other supplier without any notice to the Supplier and reject any late delivery of Product/s, even if such Product/s meet the Purchaser's specifications. The delayed deliveries may be accepted at the sole discretion of the Purchaser.

4.10 Ship-to address appearing on blanket Purchase Order is the primary address. However, the Supplier shall follow the Purchaser's specifications (like delivery address etc.) which may be released through a separate written communication, while processing any shipment and the relevant invoice under this Purchase Order.

## **QUALITY**

5.1 Supplier warrants good title in the Products, will conform to conditions hereof, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and shall be free from defects. These warranties shall survive acceptance and shall run to Purchaser and Purchaser's successors, assigns, customers and users.

5.2 Supplier will not change its specifications, materials, material suppliers or production of testing process or locations, without the prior notice to and written approval from the Purchaser and assuring that such change will have no effect on the Product's conformant to the conditions hereof.

5.3 Acceptance of the Product/s is subject to inspection or clearance by the Purchaser upon arrival of the Product/s at its works i.e. the delivery destination in this Purchase Order (Premises). This shall, however, only be a preliminary acceptance based on initial verification of the Products for visible damage during delivery and shall not include checks on workability of the Products for its intended use. If any defects are found while using any Product/s, the Purchaser shall have the right to reject such Product/s at the sole cost and risk of the Supplier.

5.4 Product/s not satisfactory up to the standards laid down or found not suitable to the requirements at any stage (inspection, assembly, testing or dispatch) of manufacturing shall be rejected at the sole discretion of the Purchaser. On intimation, the rejected Product/s shall be forthwith removed from the premises of the Purchaser by the Supplier at its own cost and risk. If the Product/s are not removed within the time stipulated by the Purchaser, the Purchaser shall arrange to remove the same and shall recover the cost of such removal from the Supplier. Reworking of the Product/s, if permitted, shall be at the sole discretion of Purchaser. In such case, all costs, expenses, charges incurred by the Purchaser shall be debited to the Supplier's account. The reworked or replaced Products shall be treated as fresh supplies and inspected accordingly.

5.5. In the event of a breach of warranty, or if any Products do not conform to contract or Purchase Order conditions, Purchaser may, at its sole discretion: (a) reject such Products and require Supplier, at Supplier's expense, including transportation cost, to inspect, sort out non-conforming Products, rework non-conforming Products to render such Product conforming, or scrap the non-conforming Product and replace such Products in a timely manner to insure Purchaser's production weight is maintained; (b) rework any such Products at Supplier's expense basing charges on Purchaser's then-current hourly rate; or (c) cancel the Purchase Order, in whole or in part, without charge to the Purchaser. In the event a third party is brought to inspect, sort or rework the non-conforming Products by Supplier; the third party shall be subject to the reasonable approval by Purchaser. Additional Purchaser entity charges may be incurred. These include scrap, rework, engine damage, tear down/re-test expenses, premium freight, assembly disruptions/work stoppage, administrative expenses, etc. The parties involved will negotiate these charges in good faith.

## **INSPECTION**

6. Purchaser may make inspections, including quality surveys/audits, and testing at any stage of the manufacture of Products ("Inspection"). Supplier or sub-supplier, without additional charge, shall provide all reasonable facilities and assistance required for safe and convenient Inspection. Purchaser shall not unduly delay the work while conducting such Inspection. Purchaser shall not be liable for any reduction in value of samples used in connection therewith, nor shall any rejected Products be delivered to Purchaser. Purchaser's Inspection, or lack thereof, shall not relieve Supplier of responsibility for Products not in accordance with the conditions hereof, imply approval or acceptance by Purchaser, or waive Supplier's responsibility for latent defects, fraud, gross mistake or warranty.

## **CHANGES**

7.1 Purchaser may at any time, by written instructions or verbal instructions confirmed in writing to Supplier, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) drawings (ii) designs (iii) specifications (iv) method of shipment (v) packing (vi) time of delivery (vii) place of delivery and (viii) quantity of items ordered. In no event shall Purchaser be liable for incidental or consequential damages. Changes do not affect the enforceability of this Purchase Order Terms and Conditions.

7.2 Purchaser may cancel this Purchase Order or any part thereof at any time upon written notice to Supplier without liability except for payment to Supplier of the cost of work in process and material commitments made within the time specified on the face hereof or, if no time is specified, then within two weeks of the date of cancellation.

7.3 Neither party shall be liable to the other for failure to perform its obligation under this Purchase Order when performance is prevented by flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments. During the Supplier's inability to supply the Supplies, Purchaser may, at its option, procure such supplies from other suppliers but will revert to the Purchase Order once the element of Force Majeure has been overcome.

## **TOOLING**

8. Except as agreed in writing by Purchaser, Supplier shall fund all tooling, gauging and facilities necessary for the Products, whether standard or unique, to the manufacture of the Products. Supplier shall provide to Purchaser with detailed descriptions of the tooling and related information to provide assurance that Supplier is utilizing tooling at world-class market levels. Supplier shall maintain, repair and replace, at its own expense, all tooling, gauging and facilities necessary for the Products. Supplier shall keep all such tooling, gauging and facilities in good working order and condition, fully covered (replacement value and cost) by insurance and free from liens and other encumbrances. Supplier shall not make any changes to the specifications, physical composition, location, tooling, sub-tier suppliers or processes used to manufacture the Products without obtaining Purchaser' prior consent. Unless otherwise approved in writing by Purchaser, Supplier shall not use Purchaser-unique tooling, or tooling otherwise funded in whole or in part by Purchaser, to manufacture, recondition or repair products except for sale to Purchaser or a third party approved by Purchaser.

## **OUTSIDE PROCESSING / JOB WORK SUPPLIER**

9.1 In the event of operations being outsourced under a work order to a Supplier ("OSP Supplier"), then all such OSP Suppliers shall be subject to OSP Supplier rejection tolerance which may vary by part number and/ or by OSP Supplier but shall never exceed by 3% of total material received in that quarter, unless otherwise agreed in writing.

9.2 The OSP Supplier undertakes to raise GRR separately for rejected goods in order to enable Purchaser to carry out reconciliation on quarterly basis. The Purchaser's decision on reconciliation shall be final and binding on the OSP Supplier.

## **PUBLICITY**

10. The Supplier shall not disclose the fact of this Purchase Order or its terms and shall not release any advertising copy mentioning Purchaser or quoting the opinion of any of its employees nor use the name or trademark of Purchaser without prior consent.

## **CONFIDENTIALITY:**

11. Supplier shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person or use such Information itself for any purpose other than performing this agreement, unless Supplier obtains written permission from Purchaser to do so. Information shall include without limitation, any customer, prospect and price lists, plans, photographs, designs, component designs, drawings, blueprints, specifications, inventions, technical data, trade secrets, and any other materials relating to this Purchase Order or to the business of Purchaser. All Purchaser Information is and shall remain the property of Purchaser. Upon Purchaser's written request or the termination of this Purchase Order, Supplier shall return to Purchaser all Purchaser Information. In no event will Supplier use less than the degree of care and means that it uses to protect its own confidential information of like kind, but in any event not less than reasonable care to prevent the unauthorized disclosure or use of Purchaser's Information. The Supplier will not, without the prior written consent of the Purchaser, advertise, publicly announce or provide to any other person information relating to the existence or details of the Purchaser Order or use the Purchaser's name in any format for any promotion, publicity, marketing or advertising purpose. Unless otherwise agreed in writing, no commercial, financial, or technical information disclosed in any manner or at any time by Supplier to Purchaser shall be deemed secret or confidential and Supplier shall have no rights against Purchaser with respect thereto except such rights as may exist under patent laws.

## **ASSIGNMENTS & SUBCONTRACTING:**

12. No part of this Purchase Order may be assigned or subcontracted without the prior written approval of Purchaser. Any assignment or transfer without such written consent shall be null and void. If the Purchaser permits assignment or subcontracting under the Purchase Order, the Supplier shall remain responsible for compliance of this Purchase Order by the assignee/ subcontractor. This Purchase Order shall ensure to the benefit of, and be binding upon, the successors and assigns of Purchaser without restriction. A waiver of any default hereunder or of any term or condition of this Purchase Order shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition. If any provision of this Purchase Order shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **INDEMNIFICATION**

13. Supplier will indemnify, defend and hold harmless Purchaser, its customers, affiliates and subsidiaries, and each of their respective shareholders, equity holders, officers, directors, agents, employees, successors and assigns from and against all losses, costs, damages, expenses (including reasonable attorneys' fees), suits, claims, demands or other liabilities, directly or indirectly arising out of or relating to (i) any breach of any representation, warranty or covenant of the commitment under this Purchase Order ; (ii) any negligent or intentional acts or omissions or wilful misconduct of Supplier; (iii) any failure of Supplier to comply with or observe any applicable law; (iv) any injury, disease, or death of any person, fine, penalty, or damage to or loss of any property, by whomever

suffered, which is claimed to have resulted in whole or in part from the purchase, sale, use or operation of any Product, including Supplier's provision thereof, or any actual or alleged defect in such Product, whether latent or patent, including any alleged failure to manufacture the Products according to Purchaser' requirements or specifications, or to provide adequate warnings, labelling or instructions specified by Purchaser; (v) any Product recall; (vi) any third party claim regarding Supplier's performance under this Agreement; (vii) any third party claim regarding Purchaser' use of Supplier's intellectual property in compliance with this commitment under this Purchase Order or any order; and (viii) any claim that Products infringe or misappropriate any patent, trademark, copyright, mask works right, trade secret, know-how or other intellectual property or proprietary right of a third party due to Purchaser' sale or use, alone or in combination, of the Products, including the Products and designs developed by Supplier, where but for Supplier's specifications/designs, etc. such claim would not have arisen.

#### **REPAIRATION**

14. Supplier grants to Purchaser a license to repair, rebuild and to have Products repaired, rebuilt and relocated.

#### **CONTINUITY OF AGREEMENT**

15. This Purchase Order is the full understanding of the Parties and a complete and exclusive statement of the terms of the Purchaser's and Supplier's commitment. Notwithstanding any different or additional terms or conditions in Supplier's acknowledgement or other documents, which terms and conditions are hereby objected to, either before or after delivery of Products, Purchaser places each Order on the express condition that Supplier accepts this Purchase Order. No conditions, understanding or commitment to amend the Purchase Order shall be binding unless hereafter made in writing and signed by the Party to be bound, and no amendment shall be affected by acknowledgement or acceptance of invoices, shipping documents or other forms or documents containing terms or conditions different from or in addition to these. No waiver of any breach or default and no course of dealing, course performance or usage of trade shall constitute a waiver of any other breach or default, amendment, or addition.

#### **GOVERNANCE**

16. Governing Law. This Purchase Order and any order, including without limitation to, any controversy or claim arising out of or relating to this Purchase Order, or its breach, the construction of its terms, and the interpretation of the rights and duties of the parties, will be governed by and construed under the laws of India. All disputes arising in respect of this order shall be decided by competent court at India and shall be subject to jurisdiction of Pune courts only.

#### **BANKRUPTCY**

17. If the Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against Supplier, if a receiver is appointed or applied for, if Supplier makes an assignment of the benefit of creditors, or if the Purchaser reasonably believes Supplier may be unable to complete the Purchase Order, the Purchaser may demand adequate written assurance of performance or, at its option, terminate the Purchase Order, in whole or in part, without liability except for supplies previously delivered to and accepted by Purchaser.

#### **INTELLECTUAL PROPERTY**

18.1 Purchaser retains all ownership of blueprints, drawings, media and data it may provide to Supplier. To the extent Supplier was involved in compiling, organizing or creating the Product, Supplier assigns any copyright or other interest Supplier may have in the Product to the Purchaser. Purchaser retains all rights in tooling, designs and drawings furnished Supplier in connection with the Purchase Order and no such tooling, design or drawing shall be incorporated or used in connection with Products furnished to others. If the purchase of Products by the Purchaser requires development or design work, any intellectual property right arising from such work shall accrue to the Purchaser unless the design elements were proprietary to the Supplier. In the event Supplier creates

copyrightable material of any form pursuant to this Purchase Order, Supplier agrees to and does hereby assign to Purchaser the sole ownership right in such copyrightable material. Supplier shall undertake all acts necessary to perfect Purchaser's ownership in such material, but at no cost to Supplier.

18.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created in the performance of this Purchase Order shall be the sole property of Purchaser and Supplier shall do all things requested by Purchaser to transfer the ownership thereof and to perfect the same.

## **REMEDIES**

19.1 Purchaser's remedies set out herein shall be cumulative and in addition to any other or further remedies provided in law or equity. Supplier will remain fully responsible for its obligations hereunder, regardless of the source of the Product or any component thereof. Purchaser may set off against amounts it owes Supplier, amounts Supplier or related companies owes to Purchaser. In the event Purchaser suffers damages or reduction in price from its customers due to Supplier's delay or breach of this Purchase Order, Supplier will reimburse Purchaser for such damage or loss of revenue, including, without limitation, any attorneys' fees and costs associated with litigating such breach.

19.2 Moreover, if the Supplier fails to deliver the Products by the delivery date, the Purchaser will, without limiting its other rights or remedies, have the right to recover additional freight costs (including for premium freight) that are directly caused by Supplier (including, but not limited to, delayed delivery of parts, early/unscheduled delivery of parts that are returned to the Supplier, non-conforming parts, returns, damage of parts due to Supplier incorrectly loading a vehicle or wrong packaging, pay any extra price for procuring the Product from other source/s, in addition to other conditions which are attributed to Supplier's failure to perform as contractually agreed). To determine the cause of additional freight costs, the Supplier shall meet with the Purchaser upon reasonable notice to discuss such costs. Where such costs are agreed to be directly caused by Supplier, the Purchaser will determine to what extent (on a range between 0% and 100%) these extra freight costs shall be borne by the Purchaser and by the Supplier and will notify the Supplier of the resulting percentage and the resulting amount of the allocated costs. The Purchaser is entitled to set off the resulting amounts owing from Supplier to the Purchaser against any amounts owed to Supplier from the Purchaser (debits issued to the Supplier) following agreement with Supplier. If the Purchaser and the Supplier do not agree on the costs to be borne by the Supplier, the decision will be escalated internally by the Purchaser. If the Parties cannot reach agreement following such escalation, each party has the right to use the dispute resolution mechanism mentioned in this Contract.

19.3 In no event shall Purchaser be liable for any direct, indirect, consequential, economic or financial losses or incidental damages, however caused and howsoever arising in any way out of this Purchase Order, whether or not Purchaser was advised of the possibility of such damage.

## **LEGAL COMPLIANCE**

20.1 Supplier shall comply with all applicable laws, rules, regulations, orders or standards that relate to design, manufacture, material, labelling, transportation, importation, exportation, use, operation, packaging, licensing, approval or certification of the Product/s, including, but not limited to, those relating to environmental matters, product safety, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety.

20.2 Supplier hereby acknowledges that Purchaser is subject to Prevention of Corruption Act 1988 as applicable in India, in addition to the laws and regulations of the United States of America, including without limitation, the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd (the "FCPA") which prohibits the bribing of any foreign official, any foreign political party, or any candidate for foreign political office by any company for the purpose of obtaining or retaining business. It is Purchaser's strict policy and intention at all times to be in compliance with the FCPA. Supplier hereby covenants and agrees that it and its authorized agents will comply with the FCPA and acknowledges that Purchaser's entering into the commitment under this Purchase Order or any order is conditioned upon such representation and warranty.

20.3 Supplier hereby warrants and certifies that none of the Products are or will be manufactured with child, indentured, forced or prison labour.

20.4 Supplier represents and warrants that (i) all Products shipped under this Commitment or any Order shall be marked accurately and in full compliance with applicable law as required; (ii) that no Product sold hereunder is manufactured, produced, or imported into the U.S. with the direct or indirect support of a "countervailable subsidy" (as defined in 19 U.S.C. § 1677(5)(B)) from the government of Supplier's country (origin of Products) or any public entity or governmental authority thereof; and (iii) that the U.S. Department of Commerce has not determined that the importation of any such Products into the U.S. either materially injures, threatens with material injury, or retards the establishment of the U.S. industry in which the Products belong, as set forth in 19 U.S.C. § 1671 of the United States Anti-Dumping Law (19 U.S.C. § 1677 et seq.). Supplier acknowledges and agrees that its indemnification obligation for any breach of this Section shall extend to any anti-dumping duties which may be imposed on the Products as a result of such breach. Purchaser reserves the right to instruct Supplier to mark the Products with patent markings, and Supplier shall timely comply with all such instructions.

20.5 Supplier additionally agrees to comply with the United States Generally Accepted Accounting Principles, and if requested to by Purchaser, Supplier will comply with and assist Purchaser as reasonably necessary in its compliance with the requirements of the Sarbanes - Oxley statute and related regulations.

20.6 Supplier covenants and agrees to comply with all U.S. laws and regulations relating to exports and all administrative acts and executive orders of the U.S. government pursuant to such laws and regulations, including, but not limited to, the Export Administration Act of 1979, 50 U.S.C. App. §§ 2401-2420; the Arms Export Control Act, 22 U.S.C. § 2751 et seq.; the International Traffic in Arms Regulation, 22 C.F.R. 120 et seq.; the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707 ("U.S. Export Controls"). Supplier will not resell, transfer or sell the Products in violation of U.S. Export Controls. Any technical data or services exported from the United States in furtherance of this Commitment or any Order and any item or defence article which may be produced or manufactured from such technical data or services, may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in this Commitment or any Order and, if required by U.S. Export Controls, only if the prior written approval of the appropriate United States governmental authority has been obtained, including but not limited to the U.S. Department of State and the U. S. Department of Commerce. Any action by Supplier or its agents determined in good faith by Purchaser to be in contravention of U.S. Export Controls shall result in termination of this Commitment or any Order.

#### **INJUNCTION**

21. If Supplier breaches any material provision, Purchaser shall be entitled to an immediate injunction and specific performance to prevent any further breach. In addition, Purchaser may, without prejudice for any other lawful remedy, immediately cancel all or any part of any Order without notice or penalty to Purchaser.

#### **PURCHASER INFORMATION RESTRICTION**

22. All supplies, Products manufactured by the Supplier in accordance with the Purchaser' drawings, or in the manufacture of which the Purchaser' tools, dies, patterns, jigs or special tooling are used, shall not be sold by the Supplier to anyone other than Purchaser.

#### **LIENS**

23. Supplier waives its right to any mechanic's or other lien for work done or material furnished hereunder and agrees that no such lien will be asserted. Supplier will obtain for Purchaser, before final payment, similar waivers or releases of lien rights from everyone supplying labour and or material for Supplier. Supplier shall hold Purchaser harmless from and promptly satisfy any and all such liens and claims.

#### **HEALTH AND SAFETY**

24.1 All Products shall be packed with such material which shall not cause any adverse impact on environment. Plastic bags less than 50 Micron thickness or such other

specification as may be prescribed from time to time shall not be used for packaging and the Supplier shall make its best efforts towards use of recyclable packaging material. Supplier shall ensure due compliances of all applicable legislations with regard to packaging, including but not limited to Plastic Waste (Management and Handling) Rules as amended from time to time.

24.2 No Banned chemical/ material should be used in the manufacture of Product/s. Eco-friendly chemicals should be used for surface coating. Product/s supplied including the packing materials should be free from asbestos and radioactive material as per Cummins prescribed standards.

24.3 Volatile Organic Compound (VOC) certificate, 16 points Material Data Safety Sheet (MSDS) of the chemicals should accompany each consignment of the chemicals, if supplied. MSDS must clearly mention the ingredients of the chemical supplied, its safe handling process, actions to be taken in the event of spill over or accident and also its safe disposal procedure after use to ensure that the chemical does not cause any adverse impact on environment.

24.4 The drivers for the vehicle should have valid driver license, insurance papers, PUC certificate, vehicle fitness certificate and permit. Vehicle containing flammable substance should carry statutory documents and the driver should be endorsed to carry flammable liquids.

24.5 The Supplier is under a duty to ensure that the supplies do not present a health and safety risk when being properly used and agrees to indemnify and hold harmless Purchaser in respect of all claims arising in connection with the breach of this duty. In order to facilitate safe handling and use all packaging containing Products must be clearly labelled to identify the contents and any hazards they present, and supplies must be similarly marked and accompanied by sufficient literature and information to enable their safe handling, use and disposal.

## **INSURANCE**

25. Unless otherwise agreed in writing, the Supplier shall, at all times during its performance hereunder, carry adequate insurance, including: products liability insurance with minimum limits of INR 15,00,00,000 except for emissions related products where the liability insurance limits should be minimum INR 30,00,00,000; workman's compensation and employer's liability in compliance with the local EC Act (and any other coverage required by law); public liability including contractual liability; and Motor Third Party Liability Insurance as required by law and in alignment with the Motor Vehicle Act 1988. Special insurance requirements, if any, may be specified elsewhere in this Purchase Order. The Supplier shall furnish Certificates relating to above mentioned policies, if so requested by the Purchaser. These certificates must set forth the amount of coverage, number of policy, and date of expiration, unless waived in writing. Supplier also agrees to furnish the Purchaser certificates from appropriate governmental agencies and insurance companies, upon request by the Purchaser, showing that Supplier has adequate Worker's Compensation coverage.

## **ACCESS TO PERTINENT INFORMATION**

26. If requested by Purchaser, Supplier agrees to give Purchaser or its authorized representative access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

## **FINANCIAL STATEMENTS**

27. Supplier must make any of its certifiable financial statements available to Purchaser upon request of Purchaser.

## **CYBERSECURITY**

28.1 "Purchaser Data" means any data or information and associated records, in any form or medium, (i) of Purchaser, its affiliates or their respective suppliers, customers, or other business partners that is provided to or obtained by Supplier in connection with this Order, (ii) that is created, generated, collected, processed, maintained, stored, archived, or received in connection with this Order, or (iii) that is derived or compiled from the foregoing.

28.2 Supplier agrees not to divulge Purchaser Data to anyone (other than its personnel who have a need to know such Purchaser Data in order for Supplier to perform its

obligations hereunder and who are bound by confidentiality obligations no less stringent than those set forth herein), nor use Purchaser Data for its own benefit or for any purpose other than performing its obligations under this Order.

28.3 Supplier shall maintain and comply with a comprehensive cybersecurity and privacy program, which shall include reasonable, appropriate, and adequate technical, organizational, physical, administrative and security measures and safeguards and that prevent the unauthorized destruction, loss, use, disclosure, access or alteration of Purchaser Data and the cybersecurity of the Products.

28.4 Supplier is responsible for monitoring cyber intelligence feeds customary in the industry using qualified and experienced personnel with appropriate expertise in cybersecurity for threats or vulnerabilities that may impact the cybersecurity of the Products.

28.5 In the event Supplier becomes aware of any actual or reasonably suspected unauthorized (i) access, control or use of, or loss of access to any Purchaser Data ("Security Incident"), or (ii) access, control or use of, loss of access to or other interference with the Products (or any vehicle or any an electronic component or product in which the Products are embedded) ("Cybersecurity Incident"), Supplier shall notify Purchaser without undue delay upon discovering the Security Incident or the Cybersecurity Incident and in no case later than forty-eight (48) hours after Supplier becomes aware of such Security or Cybersecurity Incident.

28.6 Supplier acknowledges and agrees that Purchaser may disclose to the concerned industry association or regulatory bodies, any information (including confidential information of Supplier) that constitutes, in Purchaser reasonable discretion, cybersecurity threat or vulnerability intelligence information, having the potential to impact the cybersecurity of the automotive industry(On-highway and Off-highway) and power generation industry.

#### **SUPPLIER CODE OF CONDUCT AND OTHER PURCHASER POLICIES**

29.1 Supplier shall acknowledge and comply with the Purchaser' Supplier Code of Conduct ("SCoC"), and all referenced policies and procedures as presented on Cummins' website at and as appropriate, in Cummins' Supplier Code of Conduct portal (<https://supplier.cummins.com>).

29.2 The provisions of the SCoC are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Purchaser or any of its affiliates and are incorporated by reference herein. Purchaser expects Supplier to hold their supply chain, including subcontractors and third-party labour agencies, to the same standards, as contained in the SCoC. The SCoC does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party.

29.3 Supplier is hereby advised that it may be subject to survey and audit by third parties on behalf of Purchaser to verify compliance with the SCoC. Noncompliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Purchaser for default.

29.4 Purchaser reserves the right to update, alter, or change the requirements of its SCoC, and Supplier shall accept such changes and act accordingly.

29.5 In addition, Purchaser requires Supplier to comply with the following policies which are also incorporated by reference and can be accessed at: <https://supplier.cummins.com> (i) Purchaser Corporate Environmental Policy and Environmental Standards (ii) Purchaser Supplier Handbook (iii) Purchaser Green Supply Chain Principles (iv) Restriction of Prohibited Materials (v) Government Requirements (vi) Human Rights Policy. **All Suppliers are encouraged to regularly visit Cummins' website where the Purchaser SCoC, and other related policies are located: <https://supplier.cummins.com>**

#### **GSTN details for Cummins India legal entities:**

i Cummins India Limited— Dhanukar Colony, Kothrud, Pune Maharashtra 411 038 |GSTIN Number 27AAACC7258B1ZW.

ii Cummins India Limited— IEBU, B Upfit Centre, Gat No. 284/1C/1, Village Wathar Nimbalkar, Taluka Phaltan, Maharashtra 415523 |GSTIN Number 27AAACC7258B1ZW.

- iii Cummins India Limited— Cummins India Office Campus, Tower A, 3<sup>rd</sup> Floor Survey No 21, Balewadi, Pune, Maharashtra 411045 |GSTIN Number 27AAACC7258B1ZW.
- iv Cummins India Limited— (DBU) C/o Spear Logistics Pvt. Ltd., Pisal Warehouse, Gat No.458, Katkewadi, Wagholi, Maharashtra 412207 |GSTIN Number 27AAACC7258B1ZW.
- v Cummins India Limited— (DBU) India PDC Distribution Centre MIDC, Survadi, Phaltan -Lonand Road, Maharashtra 415522 |GSTIN Number 27AAACC7258B1ZW.
- vi Cummins India Limited— Cummins India Office Campus, 6<sup>th</sup> floor Power Generation Business Unit, Pune, Maharashtra 411045 |GSTIN Number 27AAACC7258B1ZW.
- vii Cummins India Limited - Gat No. 265, Old Gat no. 2801, Kharab wadi, Behind Racold India Limited, Maharashtra |GSTIN Number 27AAACC7258B1ZW.
- viii Cummins India Limited - (DBU) Parts Depot, Plot No. 85, Tiles Factory, Ghugus Road Padoli, Chandrapur, Maharashtra 442401 |GSTIN Number 27AAACC7258B1ZW.
- ix Cummins India Limited - (DBU) Parts Depot, C/O J.K.S, Katras Road, Opp. Super Bazaar Dhanbad Jharkhand- 826001 |GSTIN Number 20AAACC7258B1ZA.
- x Cummins India Limited - (DBU) Parts Depot, Plot No 43, Near Emam Kothi Old Hazaribagh Road, Ranchi, Jharkhand 834009 |GSTIN Number 20AAACC7258B1ZA.
- xi Cummins India Limited - (DBU) C/O Central Coal Field K D Haslong, Jharkhand |GSTIN Number 20AAACC7258B1ZA.
- xii Cummins India Limited - (DBU) New Market, Parts Depot, Jhingurda PO Singrauli, Madhya Pradesh 486889 |GSTIN Number 23AAACC7258B1Z4.
- xiii Cummins India Limited - (DBU)Parts Depot, 204/2, Ceramic Road Ushagram, GT Road (East), Anansol, West Bengal 713303 |GSTIN Number 19AAACC7258B2ZS.
- xiv Cummins India Limited - 461/2C, Puzhal- Ambattur Road,Puzhal Madhavram Taluk, Tiruvallur Dist, Chennai, Tamil Nadu 600066 |GSTIN Number 33AAACC7258B1Z3.
- xv Cummins India Limited - Shop No. 54, Top Floor, Kesho Ram Complex, Opp. Community Center, Sector 45D, Chandigarh 160046 |GSTIN Number 04AAACC7258B1Z4.
- xvi Cummins India Limited - 315 to 321,3rd Floor, Marble Arch, Alkapuri, Vadodara, Gujarat 390007 |GSTIN Number 24AAACC7258B1Z2.
- xvii Cummins India Limited - Survey No. 118, Gayatri Lakefront, B-Wing, 3rd Floor, Ring Road Hebbal, Bangalore, Karnataka 560024 |GSTIN Number 29AAACC7258B1ZS.
- xviii Cummins India Limited - (DBU) Parts Depot, C/O M.K.S Pvt. Ltd. 1st Floor Alka Complex, Transport Nagar, Near Homeguard Office, Korba, Chhattisgarh 495679 |GSTIN Number 22AAACC7258B1Z6.
- xix Cummins India Limited - (DBU) Services Center, A-407(E), Road No. 14, Vishvakarma Industrial Area, Jaipur, Rajasthan 302012 |GSTIN Number 08AAACC7258B1ZW.
- xx Cummins India Limited - (DBU) 404/1 & 404/2, 4th Floor, Block I White House, 6-3-1192/1/1, Kundan Bagh, Begumpet, Hyderabad, Telangana 500016 |GSTIN Number 36AAACC7258B1ZX.
- xxi Cummins India Limited - (DBU) Parts Depot, Plot no. 1473/3230 Khata No. 808/255, Rourkela, 41, Sundergarh, Orissa 769041 |GSTIN Number 21AAACC7258B1Z8.
- xxii Cummins India Limited - (DBU) Jakson Enterprises Pvt Ltd, 11E, Ecotech -III Udyog Kendra Noida, Uttar Pradesh 201306 |GSTIN Number 09AAACC7258B1ZU.
- xxiii Cummins India Limited - No 14, Pillayar koil street, G. N. Palayam, Arumparthapuram, Pondicherry - 605110 |GSTIN Number 34AAACC7258B1Z1.
- xxiv Cummins Technologies India Pvt Ltd - Recon India DTA Plot No. A-1 MIDC, Survadi, Phaltan Lonand Road, Taluka, Maharashtra 415552 |GSTIN Number 27AABCT2018B1ZY.
- Xxv Cummins Technologies India Pvt Ltd – (Division Cummins Emission Solutions), GAT No. 311/1B, Mfg Plant at Post Kasar Amboli, Taluka Mulshi Maharashtra 412111 |GSTIN Number 27AABCT2018B1ZY.
- xxvi Cummins Technologies India Pvt Ltd - (Division Cummins Emission Solutions), GAT No. 311/1B, Trading, At Post Kasar Amboli, Taluka Mulshi Maharashtra 412111 |GSTIN Number 27AABCT2018B1ZY.

xxvii Cummins Technologies India Pvt Ltd - (Division Cummins Emission Solutions), Plot No-A-1, MIDC Phaltan, Village Suravadi, Maharashtra 415552 |GSTIN Number 27AABCT2018B1ZY.

xxviii Cummins Technologies India Pvt Ltd - India Technical Centre Division, 2/4/8 Floor, Tower A, Cummins IOC, SR# 21, Balewadi, Pune, Maharashtra 411045 |GSTIN Number 27AABCT2018B1ZY.

xxix Cummins Technologies India Pvt Ltd - Cummins Global Services and Analytics Division, Cummins India Office Campus Tower A, 2<sup>nd</sup>, 4<sup>th</sup> and 8<sup>th</sup> Floor, Survey NO. 21, Maharashtra 411045 |GSTIN Number 27AABCT2018B1ZY.xxx Cummins Technologies India Pvt Ltd - SEZ Plant Plot No.M-5, Sector 3, Pithampur, Dhar SEZ Phase II, Madhya Pradesh 454775 |GSTIN Number 23AABCT2018B2Z5.

xxxi Cummins Technologies India Pvt Ltd - Plot No. B-1, Industrial Estate, Kiccha Bypass Road, Uddham Singh Nagar, Rudrapur, Uttarakhand 263153 |GSTIN Number 05AABCT2018B1Z4.

xxxii Cummins Technologies India Pvt Ltd - (Division Cummins Fuel Systems / Cummins Emission Solutions), Plot No-A1-A1/2, MIDC Phaltan, Village Suravadi, Maharashtra 415523 |GSTIN Number 27AABCT2018B1ZY.

xxxiii Cummins Technologies India Pvt Ltd – Cummins Turbo Technologies, A division of Cummins Technologies India, Industrial Area No. 2 AB Road, Dewas, Madhya Pradesh 455001 |GSTIN Number 23AABCT2018B1Z6.

xxxiv Cummins Generator Technologies (I) Pvt Ltd - C-33, MIDC Ahmednagar, Maharashtra 414111 |GSTIN Number 27AABCC1533E1Z7.

xxxv Cummins Generator Technologies (I) Pvt Ltd - Plot No G6, MIDC Ranjangaon Ganapati Taluka Shirur, Maharashtra 412220 |GSTIN Number 27AABCC1533E1Z7.

xxxvi Cummins Generator Technologies (I) Pvt Ltd - India Office Campus Balewadi, Pune, Maharashtra 411045 |GSTIN Number 27AABCC1533E1Z7.

xxxvii Tata Cummins Pvt. Ltd. - Cummins Road, Telco Township, Jamshedpur, Jharkhand 831004 |GSTIN Number 20AAACT6353L1ZE.

xxxviii Tata Cummins Pvt. Ltd. - Plot No. A1/1, MIDC Phaltan, Village Survadi, Phaltan Lonand Road, Taluka Phaltan, Satara, Maharashtra 415523 |GSTIN Number 27AAACT6353L1Z0.

xxxix Tata Cummins Pvt. Ltd. - Plot No. A1/2/1, MIDC Phaltan, Village Survadi, Phaltan Lonand Road, Taluka Phaltan, Satara, Maharashtra 415523 |GSTIN Number 27AAACT6353L1Z0.

XXXX TCPL Green Energy Solutions Private Limited - Khata No.1, Thana 1196, Demarcated area 28000 Sq. mtrs, Plot no.3056 P, 3448 P ,3447 P ,3446 P, Khata No.1, Thana, Tata Motors Limited factory premises within telco colony, P, Tata Motors Limited factory premises within telco | GSTIN Number 20AAKCT0041P1ZF.

xxxxi Cummins Power Solutions India Private Limited - Cummins India Office Campus, Tower A, 7th Floor, Survey No. 21, Balewadi, Pune 411 045 Maharashtra, India. | GSTN 27AALCC1511C1Z7.