



India Indirect Purchase Order Terms & Conditions

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

PURCHASE ORDER TERMS AND CONDITIONS for the purchase of indirect products and services (hereinafter referred to as 'Products') by Cummins India legal entity, namely Cummins India Limited, Cummins Technologies India Private Limited, Cummins Power Solutions India Private Limited, Cummins Generator Technologies India Private Limited, Tata Cummins Private Limited, or TCPL Green Energy Solutions Private Limited as the case may be (hereinafter referred to as 'Cummins' or 'Buyer').

1. GENERAL

1.1 As used in this document, the term "Purchase Order" or "PO" refers to the hardcopy or electronic form for designating the Supplier, the Supplies and other terms of transaction plus these Terms and Conditions and any other terms that are attached or incorporated by reference. "Supplier" means the supplier or seller identified on the face of this PO and its agents and representatives; "Specifications" means all applicable blueprints, product specifications, the provisions on the face of this PO and any attachments to it; "Supplies". means services, raw materials, components, intermediate assemblies, equipment and other supplies including indirect materials, technical data, drawings, or professional services to be furnished by Supplier to Cummins for this PO.

1.2 This PO shall be construed as an offer to purchase the Supplies on the terms contained herein. The contract resulting from the acceptance of this order is to be construed according to the laws of India. This PO is not assignable by Supplier in whole or in part. Any dispute shall be adjudicated in the in the courts of Pune, India only.

1.3 Unless expressly set forth below, Cummins is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between Cummins and Supplier.

2. CONTROLLING TERMS



2.1 This PO is expressly limited to the terms and Specifications contained herein. This PO is an offer to purchase the Products and/or services set forth herein and any preceding offer or quotation of Supplier for alternative or modified terms and Specifications is (a) rejected and (b) expressly made conditional on Supplier's acceptance of the Specification and terms hereof. Supplier accepts the Specifications and terms by acknowledging or confirming this order, or commencing work on or shipping Supplies covered by this PO.

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

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

3. PRICES AND INVOICING

3.1 Prices shown on the face of this PO may not be increased without written authorization by Cummins' Purchasing Department.

3.2 Payment terms are 90 days from the date of receipt of the material or availment of services as mentioned in the PO by Buyer, unless otherwise stated on face of the PO. 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, Small and Medium Enterprise Suppliers, the payment terms shall be the such number of days as prescribed under the prevailing statutes in India

3.3 The Registration number under GST of (i) Cummins India Limited (Maharashtra state other than CIL CPGI SEZ Unit, Phaltan) is 27AAACC7258B1ZW dated 28.06.2017, (ii) Cummins India Limited (Maharashtra state CPGI SEZ Unit, Phaltan) is 27AAACC7258B2ZV dated 06.07.2017, (iii) Cummins India Limited (Chandigarh union territory) is 04AAACC7258B1Z4 dated 27.06.2017, (iv) Cummins India Limited (Chhattisgarh state) is 22AAACC7258B1Z6 dated 25.06.2017, (v) Cummins India Limited (Jharkhand state) is 20AAACC7258B1ZA dated 26.06.2017, (vi) Cummins India Limited (Gujarat state) is



24AAACC7258B1Z2 dated 25.06.2017, (vii) Cummins India Limited (Karnataka state) is 29AAACC7258B1ZS dated 26.06.2017, (viii) Cummins India Limited (Madhya Pradesh state) is 23AAACC7258B1Z4 dated 26.06,2017, (ix) Cummins India Limited (Odisha state) is 21AAACC7258B1Z8 dated 28.06.2017, (x) Cummins India Limited (Rajasthan state) is 08AAACC7258B1ZW dated 28.06.2017, (xi) Cummins India Limited (Tamil Nadu state) is 33AAACC7258B1Z3 dated 26.06.2017, (xii) Cummins India Limited (Telangana state) is 36AAACC7258B1ZX dated 28.06.2017, (xiii) Cummins India Limited (Uttar Pradesh state) is 09AAACC7258B1ZU dated 27.06.2017, (xiv) Cummins India Limited (West Bengal state) is 19AAACC7258B2ZS dated 28.06.2017, (xv) Cummins India Limited (Haryana state) is 06AAACC7258B2ZZ dated 27.06.2017, (xvi) Cummins India Limited (Assam state) is 18AAACC7258B2ZU dated 25.06.2017, (xvii) Cummins India Limited (Punjab state) is 03AAACC7258B2Z5 dated 25.06.2017, (xviii) Cummins India Limited (Jammu and Kashmir state) is 01AAACC7258B2Z9 dated 26.06.2017, (xix) Cummins India Limited (Delhi union territory) is 07AAACC7258B1ZY dated 25.06.2017, (xx) Cummins Technologies India Private Limited (Maharashtra state other than PHP SEZ) is 27AABCT2018B1ZY dated 28.06.2017, (xxi) Cummins Technologies India Private Limited (Maharashtra state PHP SEZ) is 27AABCT2018B8ZR dated 13.07.2017, (xxii) Cummins Technologies India Private Limited (Uttarakhand state) is 05AABCT2018B1Z4 dated 28.06.2017, (xxiii) Cummins Technologies India Private Limited (Dewas, Madhya Pradesh other than Pithampur SEZ) is 23AABCT2018B1Z6 dated 26.06.2017, (xxiv) Cummins Technologies India Private Limited (Pithampur SEZ, Madhya Pradesh) is 23AABCT2018B2Z5 dated 26.06.2017, (xxv) Cummins Power Solutions India Private Limited, Limited (Maharashtra State) is 27AALCC1511C1Z7 dated 30.8.2023, and (xxvi) Cummins Generator Technologies India Private Limited (Maharashtra state) is 27AABCC1533E1Z7 dated 28.06.2017, (xxvii) Tata Cummins Pvt. Ltd. – (Jharkhand State) GSTIN Number is 20AAACT6353L1ZE, (xxviii) Tata Cummins Pvt. Ltd. (Maharashtra State) GSTIN Number is 27AAACT6353L1Z0, (xxix) TCPL Green Energy Solutions Private Limited - (Jharkhand State) GSTIN Number is 20AAKCT0041P1ZF, (xxx) TCPL Green Energy Solutions Private Limited, (Maharashtra State) GSTIN Number is 27AAKCT0041P1Z1.

4. TAXATION

4.1 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 Buyers of supplier's products, and not to provide discounts or competitive advantage to the Buyer.

4.2 Tax invoice should be sent to the Buyer, in duplicate (i.e. Original and Duplicate Invoice), giving order number, correct description of Products or services supplied, mode of transport, packing slip number and date of dispatch. Declaration required under GST law should be printed on Invoice. If the Supplier charges Central Goods and Services Tax (CGST), State Goods and Services Tax (SGST), Union Territory Goods and Services Tax (UTGST) or Integrated Goods and Services Tax (IGST) as the case may be, then it shall submit correct tax invoice as per the respective GST Act and file valid returns as specified in respective GST acts, to enable Buyer to avail Input Tax Credit on supplies made. In case of imported Products/ materials, all the shipping documents should accompany the invoice. The responsibility for generation of E-way bill for every movement of goods lies with the Supplier, if applicable. Registration details for Cummins India legal entities: Refer to Section 3.3.

4.3 Supplier shall intimate its Goods and Service Tax (GST) registration number to the Buyer in writing along with copy of registration certificate. Supplier shall follow all applicable formalities as specified under GST Act, Rules and Provisions made thereunder and shall ensure necessary tax-paying documents accompany the consignment. If the tax-paying documents are not received along with the consignment, the consignment shall not be accepted or tax amount will be debited to the supplier at the Buyer's sole discretion.

4.4 Supplier shall intimate the buyer on any change in the registration status, change in address, addition / deletion in place of business in writing.

4.5 All prices are exclusive of applicable Goods and Services tax, unless specifically stated otherwise in this contract.

4.6 Supplier shall inform in writing to the Buyer if:-

- I. Supplier at any given point opts for or exit from Composition Scheme under GST Act
- II. Supplier is falling below threshold limit of registration under GST Act
- III. Supplier is about to exceed threshold turnover limit
- IV. Supplier is availing exemption, if any



4.7 Supplier shall be responsible to apply appropriate GST (i.e. CGST/SGST/IGST/UTGST) on supply of Products or/and services, classify them under correct HSN Code or Service Accounting Code, raise tax invoices within time as specified under GST law.

4.8 Supplier shall be responsible to do correct valuation of Products and/or services for GST liability and payment purpose. Buyer will not be responsible for tax liability, interest, penalty and any other consequence arising therefrom on account of incorrect valuation by supplier.

4.9 Supplier shall comply with GST Act, Rules and provisions as amended from time to time and shall upload correct and complete returns and information on GSTN Portal on or before statutory timeline to enable the buyer to avail input tax credit. In case of any losses on account of non-compliance, non-filing, incorrect filing of returns, non-payment of tax by supplier, any eligible input tax credit disallowance, Buyer reserves the right to deduct the amount equivalent to loss of taxes, interest, penalty and other incidental charges from buyer, from the subsequent payment. If no payments are due to Supplier, then Buyer will raise debit note of amount equivalent of taxes, interest, penalty and other incidental charges on supplier. Any reconciliation items notified by us pertaining to Input tax credit shall be resolved within a period of one month by the supplier.

4.10 Supplier must ensure that he passes on the benefit of reduced incidence of taxes due to introduction of GST on Products or services or both to customer and adhere to the anti-profiteering provisions of GST Act.

4.11 In case of Invoices raised Pre-GST period, Products and/or services are to be received within 15 days after the GST appointed date. In such a case if Invoices are not received within 15 days after the GST appointed date, Buyer will not be liable for payment of Tax or GST liability.

5. DELIVERY

5.1 Deliveries are to be made in quantities and at times specified on the face hereof or, if not so specified, then as set forth on delivery schedules furnished by Cummins. Delivery shall be made FOB Cummins location that is delivered to Cummins point of use, freight pre-paid, unless otherwise stipulated on the face of the Purchase Order. Time for delivery shall be of the essence of the contract period.



5.2 Supplier shall, upon Cummins' request, suspend shipment and delivery of Supplies to be furnished hereunder as Cummins may request.

6. QUALITY OF SUPPLIES

6.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with this PO, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Supplier's warranties shall survive Cummins acceptance of, inspection of, and payment for the Supplies. Where the Supplies include services, the Supplier warrants that the services will be provided in a timely, diligent, efficient and skilful manner.

6.2 Supplier shall notify Cummins immediately prior to the acceptance of this PO if Supplier cannot satisfy the Specifications, terms or the delivery schedule of this PO.

7. DISPOSITION OF REJECTED MATERIAL

With respect to any Supplies not in conformity with the requirements of this PO, Cummins shall have the right, at its option, to require the Supplier to repair, replace or re-perform such Supplies or services immediately after notification or to reject such Supplies. The rejected Products shall be taken back by the supplier by making necessary transport arrangements within 3 days from the date of intimation. No payment shall be made for rejected material. If the Products are not removed within the stipulated time, Cummins shall remove the same and shall recover the cost of removal from the Supplier.

8. PACKING, SHIPPING, AND STORAGE

Supplier shall, at his expense, package and preserve the Supplies in such a manner that they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and six months' storage under normal environmental conditions without detrimental effects on the Supplies.

9. CANCELLATION

9.1 Cummins may cancel this PO or any part thereof at any time upon written notice to Supplier without liability.

9.2 Notwithstanding the foregoing, Cummins may cancel this PO without liability or cancellation charges in the event of any causes beyond its control, such as, but not limited to, flood, drought, fire, war,



riot, acts of terrorism, acts of God or acts or demands of any governmental authority.

10. CHANGES

Cummins may at any time, by written instructions or verbal instructions, confirm in writing to Supplier to make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) Specifications; (ii) method of shipment or packing, (iii) time and/or place of delivery; and (iv) the quantity of items ordered. Supplier shall notify Cummins within fourteen days of notification of such changes of any proposed differences in price, quality or delivery. Such proposed changes shall be subject to approval by Cummins.

11. INTELLECTUAL PROPERTY

11.1 Supplier warrants that the Supplies specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any patents, copyrights, trade names, trade secrets or other intellectual property; and agrees to indemnify and hold harmless Cummins and anyone selling or using any of Cummins' products against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Supplier shall, upon request of Cummins and at Supplier's own expense, defend or assist if the defence of any action which may be brought against Cummins or those selling or using any of Cummins' products by reason of any such alleged infringement.

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

12. DESIGN AND INFORMATION

It is understood that any article made according to a design specified by Cummins (not previously a standard commercial design of Supplier) will not be furnished by Supplier to any other person, firm, or corporation. It is recognized that Supplier will have access to certain confidential information of Cummins and, therefore, Supplier agrees not to divulge to anyone the confidential information of Cummins, nor use for its own benefit, any such information including drawings or other documentary information of a confidential nature.

13. REMEDIES



The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this PO shall constitute a waiver of any other breach, or of such provision on the future occasion.

14. INDEMNITY

Supplier agrees to indemnify, defend and hold harmless Buyer, 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 this Commitment or any Order by Supplier; (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 Buyer's requirements or specifications, or to provide adequate warnings, labelling or instructions specified by the Buyer; (v) any Product recall; (vi) any third party claim regarding Supplier's performance under this Agreement; (vii) any third party claim regarding Buyer's use of Supplier's intellectual property in compliance with this Commitment 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 Buyer's 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.

15. INSURANCE

The Supplier shall arrange for Workmen Compensation Insurance as per Workmen's Compensation Act, 1923 as may be applicable. The Supplier shall also maintain Public Liability Insurance. If the Supplier operates a motor vehicle in the course of providing Products, materials or services to Cummins, the Supplier will maintain motor liability insurance in accordance with the law. For purchase of Products/materials, the Products /materials shall be covered for Marine Cargo Insurance by the Supplier on value plus duty basis. In no event shall Cummins 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 PO.

16. ADVERTISING OR USE OF NAME “CUMMINS”

Supplier shall not use or permit the use of the word “Cummins” or any similar word or any trademark of Cummins in description of or in the marketing of products produced by Supplier, or in any manner advertises or publish the fact that Supplier has contracted to furnish Supplies pursuant to this PO or any PO with Cummins.

17. SUPPLIER’S INSOLVENCY

If 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, administrative receiver, liquidator or similar is appointed or applied for, if Supplier makes an assignment for the benefit of creditors, or if Cummins reasonably believes Supplier may be unable to complete this PO, Cummins may demand adequate written assurance of performance or, at its option, terminate this PO, in whole or in part, without liability except for Supplies previously delivered to and accepted by Cummins. If Supplier fails to provide adequate written assurance of performance, Cummins may terminate this agreement.

18. COMPLIANCE WITH LAWS

The Supplier agrees to comply with all applicable Central, State and or Local Laws, regulations and rules applicable in India from time to time. The Supplier further agrees to indemnify, defend and hold Cummins harmless from and against any liability arising from breach of the same and agrees to defend at its expense any action brought against Cummins.

19. MISCELLANEOUS

19.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under this PO 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, Cummins may at its option, procure such Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome.

19.2 Cummins may set off any amounts due to Supplier under this PO against amounts owed by Supplier to Cummins for any reason.



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

19.4 Notice. Any notice required to be made hereunder to Cummins shall be made to: Group Vice President Legal, Cummins India Office Campus, Tower A, Survey no. 21, Balewadi, Pune 411 045 India, unless a different address is specified on the face of the PO. Any such notice to the Supplier shall be to the address shown on the face of the PO.

19.5 If requested to by Cummins, Supplier will comply with and assist Cummins as reasonably necessary in its compliance with the requirements of the Sarbanes -Oxley statute and related regulations.

20. ENVIRONMENTAL

20.1 The Supplier agrees to conform to the Cummins Environmental Policy and to the procedural requirements associated with the Cummins Environmental Management System. The Supplier shall ensure it has an understanding of its obligations under the Cummins Environmental Management System and assumes responsibility for the consequences of departing from specified procedures. To obtain further information, contact the site Environmental Manager.

20.2 Plastic bags below 50-micron thickness should not be used for packing.

20.3 All substances that are supplied to Cummins shall be free from OZONE Depleting Material as mentioned in the Ozone Depleting Substances Rules, 2000 (as amended). The Material Safety Data Sheet (MSDS) of all hazardous i.e. any material that poses threat to human health and/or the environment, e.g. substances having toxic, corrosive, ignitable, explosive, or chemically reactive characteristics shall be provided as per the Maharashtra Factories Rules, 1963.

21. ADMINISTRATIVE

21.1 Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, Airway Bills, express receipts, packing and packing slips.

21.2 All invoices covering material listed below must refer to this PO number, including the suffix. Only one PO number is to be referenced on the invoice.



21.3 Material shipped from other than Supplier's stock must plainly show Cummins PO number and Supplier's name on packing slips and shipping tags.

21.4 This PO is deemed closed upon receipt of the Supplies or services described herein or one (1) calendar year from the date placed, whichever occurs first, unless otherwise stipulated on the face of this order. The foregoing notwithstanding, those terms which by their nature are intended to survive the delivery of the Supplies under the PO shall survive.

22. DRAWINGS

If required, Cummins shall give the supplier necessary drawings for manufacture of the parts to be supplied under this Purchase Order. The supplier shall use these drawings only for reference purpose, checking measurements / dimensions of the product. The supplier should note that the drawings should not be used for any other purpose or copied for any reason. The design for manufacturing the product and process thereof shall be the sole responsibility of the supplier. Tools, Patterns, Jigs & Fixtures: If required, Cummins shall supply the Tools, Patterns or Jigs and Fixtures required for production of the parts to be supplied under this Purchase Order. The Tools, Patterns or Jigs and Fixtures supplied will always remain the property of Cummins and the supplier should use the same with due care and will return the same to Cummins after completing the supply or as instructed by Cummins. The supplier shall further note that he will be solely responsible for valuation of the Products manufactured and supplied by him and he shall determine the value properly as provided in the GST Act, Rules there under and other relevant provisions under the GST Valuation Rules and amortize the cost of Tools, Patterns, Jigs and Fixtures on the parts manufactured by the vendor.

23. SHORT SHIPMENT/ REJECTION OF IMPORTED PRODUCTS

In case of short shipment / rejection of imported Products, Cummins will lodge a claim for Value, Customs Duty and applicable taxes. The claim should be settled by the Supplier within one month from the date of claim. The amount of claim should be remitted as a separate transaction to Cummins giving details of the claim.

24. TRANSFER OF OWNERSHIP

The materials / services agreed to be sold / provided, shall be delivered at Cummins or at such place as instructed by Cummins, in writing. The



property and risk of the items agreed to be sold shall pass on to Cummins only when the said items are delivered to Cummins and the Supplier shall be solely responsible for any shortage/damage/loss to the said items till the same is delivered in good condition to Cummins.

25. SAFETY

Depending on nature of work assigned under this PO, the Supplier shall observe and follow all the safety rules/ regulations and shall take every precaution that no accident or cause of threat to life and property takes place while executing the work assigned under this PO. The Supplier shall ensure that his employees do not enter in any other area/s other than work place under this PO and shall further be responsible for all the acts, deeds, actions of his employees. The Supplier is empowered to execute and ensure the adherence of compliance under the Factories Act 1948 and / or other applicable Laws for safety of his persons engaged and working for Cummins within its premises. Cummins by using its due diligence, to enforce the compliance of Factories Act 1948 and / or other applicable Laws, authorizes the Supplier to take care of his persons for their safety while working for and within Cummins premises.

Supplier may obtain a copy of the latest Safety requirements from the principal contact in Cummins.

26. CYBER SECURITY

26.1 With respect to any electric or digital Supplies or Supplies otherwise providing, enabling or having capacity to provide or enable connectivity, in any form.

26.2 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 Supplies.

26.3 In the event Supplier becomes aware of any actual or reasonably suspected any unauthorized access, control or use of, loss of access to or other interference with the Supplies or any an electronic component or product in which the Supplies are embedded) (“Cybersecurity Incident”), Supplier shall notify Cummins without undue delay upon discovering the Cybersecurity Incident and in no case later than forty-eight (48) hours after Supplier becomes aware of such Cybersecurity Incident.

27. HOLD HARMLESS



It is expressly agreed and understood that, to the fullest extent permitted by law, that (Supplier) shall indemnify, protect, defend, and save harmless, Cummins and its subsidiaries (including their officers, agents, employees) ("Cummins") from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, judgements or any demands whatsoever, including prejudgment interest, attorney's fees, expert witness fees and all other expert and professional fees and expenses ("Claims(s)"), based on or resulting from any personal injury, including, but not by way of limitation, bodily injury, emotional injury, sickness or disease, or death to any person (including but not limited to agents employees of Cummins or damage to property of anyone (including loss of use thereof), which injury, sickness, death or damage results from, arises out of or is in any way connected with the performance of this contract.

Supplier's obligation under this paragraph shall apply whether the Claim is caused or alleged to be caused by any active or passive act or omission of the Supplier, Cummins or the other party indemnified hereunder, provide however, that the Supplier shall not be obligated to indemnify for those Claims which arise from the sole negligence or wilful misconduct of Cummins or its agents, servants or other independent suppliers (other than tier-2 Suppliers) who are directly responsible to Cummins. In Claims against any person or entity indemnified under this paragraph by an employee of the Supplier, any one directly or indirectly employed by the Supplier or anyone for whose acts Supplier may be liable, Supplier's obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

28. SUPPLIER CODE OF CONDUCT AND OTHER CUMMINS POLICIES

28.1 Supplier shall acknowledge and comply with the Cummins' 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 (<http://supplier.cummins.com>).

28.2 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 Cummins or any of its affiliates and are incorporated by reference



herein. Cummins expects Supplier to hold their supply chain, including subcontractors and third-party labor agencies, to the same standards 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.

28.3 Supplier is hereby advised that it may be subject to survey and audit by third parties on behalf of Cummins 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 Cummins for default.

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

28.5 In addition, Buyer requires Supplier to comply with the following policies which are also incorporated by reference and can be accessed at:

<http://supplier.cummins.com>

- (i) Cummins Corporate Environmental Policy and Environmental Standards
- (ii) Cummins Supplier Handbook
- (iii) Cummins Green Supply Chain Principles
- (iv) Restriction of Prohibited Materials
- (v) Government Requirements
- (vi) Human Rights Policy

All Suppliers are encouraged to regularly visit our website where the Cummins SCoC, and other related policies are located:
<http://supplier.cummins.com>