

## GENERAL TERMS & CONDITIONS

(As applicable to the Agreement with Service Providers)

### 1. Definitions

Unless the context otherwise requires, capitalized terms in the Agreement shall have the following meaning:

**Company** shall mean Trident Limited having its Registered office at Trident Group, Sanghera, 148 101, India.

**Agreement** shall have the meaning ascribed to it in Clause 2 below;

**Employee(s)** shall mean Employee(s)/Workmen employed by Service Provider Company and Service Provider are each individually referred to as a “Party” and collectively as the “Parties”.

### 2. Applicability

These General terms and conditions (hereinafter referred to as “**SP GTC**”) shall apply to and be considered as an integral part of all agreements entered by the Company with any of its Service Provider (“**Agreement**”).

### 3. Statutory compliances

The Service Provider shall be solely liable for Statutory Compliance in respect of all applicable laws of land (as amended/replaced from time to time) which interalia includes Central/State Labour laws and Regulations/Rules made thereunder including but not limited to Compliance of provisions of Minimum Wages, Provident Fund, ESI, Bonus, Gratuity, Factories Act, Contract Labor (Abolition and Regulation) Act etc. The Service Provider shall be solely responsible for maintenance of records and filing of various forms/ returns prescribed under all applicable Central/State Labour laws and Regulations/Rules made thereunder in respect of Workmen employed by it.

The Service Provider must obtain a valid license issued by the competent designated statutory authority, under the Contract Labour (R&A) Act and the Rules framed there under.

The Service Provider shall provide certificate regarding compliances on monthly basis to the satisfaction of Company.

### 4. General obligations of Service Provider

The Service Provider shall be responsible for ensuring the following:

- I. Employees are trained and competent.
- II. Employees are physically and medically fit for the assignment and are also not suffering from any chronic or contagious disease.
- III. Attrition rate of Workmen employed by Service Provider does not exceed 3% on a monthly basis. In case the attrition rate exceeds 3% per month, a penalty equivalent to 3 months salary shall be payable by Service provider to the Company in respect of each employee leaving service of Service Provider after the permissible limit of 3%.

- IV. Employee(s) are not addicted to any kind of tobacco, Liquor, smoking, drugs, etc and they do not consume liquor, non-vegetarian food, tobacco or smoke while they are on duty or are in premises of the Company.
- V. Give 90 days notice before removing any of its Employees and arranging the adequate replacement before such removal or shall pay 3 months pay in lieu of that but these removals should be within prescribed limit of 3% turnover.
- VI. Adequate Insurance Cover is taken in respect of all Employees deputed to cover risk arising out of personal accidents(s) including compensation payable for temporary / total / partial disablement death, in case the employee is out of the scope of ESI Act.
- VII. Maintenance of Complete database of Employees, including personal details, photographs, along with documentary proof of age, police verification, permanent residential address etc.
- VIII. Ensure that no Employees below the age of eighteen years is employed.
- IX. Employees are working on a voluntary basis without any use of threat or force.
- X. There shall be no discrimination of any kind between Employee on account of caste, religion, creed, colour, origin, gender and similar factors.
- XI. Maintenance of Attendance Record of all Employees. Record of salary/wages paid, deductions, provident fund, ESI, bonus, gratuity, Leaves allowed, unpaid wages etc. is also maintained.
- XII. The Service Provider shall give leave/holidays to his workman as per the provisions of labour laws applicable in the State.
- XIII. Monthly declaration that all statutory compliances including payment of wages/overtime wages have been made in the stipulated time.
- XIV. Service Provider and/or its Employees does not use the name of Company in any manner whatsoever either for credit arrangements or otherwise. It is agreed that the Company shall not in any way be responsible for the debts, liabilities or obligations of the Service Provider and/or any of its Employees.
- XV. Service Provider shall be solely responsible for compliance with all Central/State/Local laws of India and rules/regulations made thereunder. Service Provider further agrees to prove to Company, upon request, compliance with laws, rules and regulations in such form as Company designates. Company may at sole expense of Service Provider perform any Social Audit to ensure that the Service Provider adheres to and complies with its obligations under the law.
- XVI. Ensure that its Employees while on the premises of the Company or while carrying out their obligations under the , observes the standard of the cleanliness, decorum, safety and general discipline laid down by the Company or its authorized agents and the Company shall be the sole judge as to whether or not the Service Provider and or its Employees have observed the same.

- XVII. Personally and exclusively supervise or employ sufficient supervisory personnel exclusively to supervise the work of its Employees so as to ensure that the services rendered under the are carried out to the satisfaction of the Company.
- XVIII. Ensure that no Employees of Service Provider will enter or remain on the Company's premises after duty hours.
- XIX. Employees does not do or suffer to be done in or about the premises of the Company anything whatsoever which in the opinion of the Company may be or become a nuisance or annoyance or danger or which may adversely effect the property, reputation or interest of the Company.
- XX. Employee does not do or suffer to be done in or about the premises of the Company anything whereby any policy of insurance taken by the Company against loss or damage by fire or otherwise may become void or voidable.
- XXI. No Employees of Service Provider shall enter or leave the establishments of Company, except by the gate or gates specified for this purpose.
- XXII. Depute only such Employees as may be acceptable to Company. In case Company find any Person(s) unfit/undesirable for any job for any reasons whatsoever, Service Provider shall immediately remove such Employees and replace any suitable Person(s) within reasonable time. The decision of Company to permit or not to permit deployment of any Person(s) shall be final and binding on Service Provider.
- XXIII. Service Provider shall be liable for and make good any damage caused to the Company's vehicles or premises or any part thereof or to any fixtures or fitting thereof and therein by any act omission, default or negligence of the Service Provider or his Employees or agents.
- XXIV. Medical Check up of workmen employed by it before appointment and periodical medical checkup thereafter.
- XXV. Compliance of such conditions as Company may direct from time to time.
- XXVI. Registration as an Employer under Employees Provident Funds and Miscellaneous Provisions Act, 1952. The Service Provider shall be liable to contribute towards Provident Fund at the rate prescribed under the Act.
- XXVII. Registration as an Employer under Employee State Insurance Act, 1948. The Service Provider shall be liable to contribute towards Employees State Insurance at the rates prescribed under The ESI Act
- XXVIII. Any employee to be recruited by the Service Provider shall be in compliance to the recruitment process as referred in the Policy of the Service Providers - Contractual labour.
- XXIX. The Service Provider shall ensure that each of its employees wear photo I-cards issued by the Company and uniform as prescribed by the Company.
- XXX. The measurement shall be taken jointly as per relevant IS: 14164.
- XXXI. Quality of insulation shall be as per relevant IS code.

XXXII. Whether during the pendency of the contractual relationship or even at any time after the expiry thereof, the Service Provider on demand from the company and /or statutory authorities will provide to the company and/or to statutory authorities copies of challans, payment registers, wage registers, muster rolls, attendance register etc. as required.

XXXIII. Submission of following details before release of any payment by the Company:

- a) Obtaining of License under Contract Labour (Regulation & Abolition) Act, 1970 and timely renewal/amendment, thereof.
- b) Details of Directors/partner/Proprietor of the Service Provider along with proof of their Permanent Address.
- c) Permanent Account Number (PAN).
- d) Bank Account Number.

## **5. Liability/Damages**

The company shall not be liable towards any act or obligation or default or omission of the Service Provider regarding observation of any act matter or conditions, which are herein contained. The Company shall be entitled to recover damages/losses as per law from the Service Provider with regard to the negligence, misdeeds or misconduct of the Service Provider, employees and officials.

The sole responsibility of the performance of the Service Provider rests with the Service Provider and the Service Providers shall be liable for any work done by its sub-contractors, agents, employees or officials. However the Company reserves the right to claim damages and enforce rights on the sub -contractors solely or jointly with the Service Provider but such enforcement will not absolve the Service Provider from any liability.

## **6. Indemnification**

The Service Provider shall indemnify and keep indemnified the Company, from and against all actions, suits and proceedings by the its workers, third party for the acts/omissions of the Service Provider and all costs, charges, expenses, losses or damages which may incurred or suffered in respect of any matter related to or concerning the business of the Service provider or of any of the matters of the third party in connection with the Agreement.

The Service Provider shall be liable to indemnify Company for all losses arising out of any act/negligence of the any of the employees of Service Provider. The Service Provider shall also be liable for all losses suffered by Company caused by theft/pilferage, damage to property of Company, leakage of any confidential information of Company, injury (bodily or otherwise), if it is established after joint investigation or police enquiry that the theft/pilferage etc. was conducted by any employee(s) of the Service provider or with connivance of any employee(s) of the other Service providers employed by Company or employees of Company. For the purpose of this clause Service Provider includes employees of Service Provider.

The Service Provider shall indemnify the Company, if the Company as Principal Employer under the Contract Labour (Regulation and Abolition) Act, 1970 becomes liable to assume any liability towards the workman engaged by the Service Provider.

## **7. Confidentiality**

The Service Provider shall at all times maintain and keep secret and confidential any knowhow, figures, information, trade secrets, data or confidential documents in written/verbal form, obtained during the course of business relationship with Company which Service Provider has or may acquire from time to time relating to business of Company, to any person(s)/authority/organization /statutory body without written permission of Company. The Service Provider further agrees to take such steps and precautions as may be necessary to preserve and protect any Proprietary Information from publication, reproduction, communication or other unauthorized disclosure to the third parties. The terms of this clause shall survive termination of this Agreement.

The obligations shall not apply to information which:

- a) Is or becomes publicly available other than through a breach of this Agreement or is unlawfully appropriated;
- b) Is already in possession of other party without any breach of this Agreement;
- c) Is obtained by the other party from a third party without any breach of this Agreement;
- d) Is required to be produced before a judicial authority and only where Service Provider is compelled to do so by such an authority, provided that the said authority (or individual representing such authority) has the authority, under by law in force, to compel such disclosure.

Notwithstanding the foregoing, before making any use or disclosure on any of the foregoing exceptions, Service Provider shall intimate the Company as soon as practicable the applicable exception(s) and circumstances giving rise thereto.

## **8. Relationship between the Service Provider and the Company**

Nothing in the Agreement shall be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the company and the Service Provider. The Service Provider, in furnishing services to the company hereunder, is acting independently on its own. Personnel engaged/employed by a party shall be deemed employees of that party and will not for any purpose be considered employees or agents of the other party. Except as may otherwise be provided in this Agreement, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries (including withholding of appropriate payroll taxes), workers' compensation, disability benefits, and the like.

## **9. Severability**

This Agreement shall be governed by the laws of the Union of India. If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portions of this Agreement shall remain in effect.

## **10. Force Majeure**

Notwithstanding any thing contained herein, the company shall have the option to exercise at any time in its sole discretion to suspend/terminate, with immediate effect, this Agreement under any or all of the following circumstances:

- i) A complete breakdown or dislocation of the business of the company, or in case of winding up of the company.
- ii) Declaration of war or occurrence of insurrection, Act of God, civil commotion, or any other serious or sustained financial, political or industrial emergency or disturbance or any other circumstances beyond its control.

Provided, the Company shall not be liable to make any payment to the Service Provider during the existence of Force Majeure event.

## **11 Assignment**

Neither this Agreement, nor any right or obligation hereunder may be assigned, in whole, or in part, by the Service Provider without the prior permission of the company, provided that, upon written notice to the company and after seeking full consent of the company, the Service Provider may assign this Agreement to any member or an affiliated firm of its.

## **12 Amendment**

This Agreement shall not be amended, modified, altered or changed in any way except by writing executed by the company and the Service Provider.

## **13 Termination**

This Agreement shall be terminated by Company without any prior notice and without any compensation under the following Circumstances:

- a) Service Provider has become insolvent or
- b) Service Provider has been convicted of any crime which in Company's reasonable judgment is likely to adversely affect the goodwill of Company; or
- c) Service Provider breaches any term of the agreement, applicable law or failure by the Service Provider to comply with any of the provisions of the Agreement; or
- d) Failure of Service Provider to deliver as per agreed time schedule; or
- e) Service Provider assigns the Agreement to any third party without the consent in writing of the Company; or
- f) If any of the representations of the statements etc. made by the Service Provider in connection with this Agreement are incorrect or are found to be incorrect.

The Company shall have the right to terminate this agreement without any notice for any reason whatsoever. However, the obligations and payments under the Agreement are to be made by either party, for any Services defined, before any such termination.

Upon termination of the Agreement, the Service Provider shall ensure forthwith departure of each and every one of its Workers from the premises of the company.

**14. Notices**

Any notices, demands and other communications required or permitted to be given, pursuant to this Agreement shall be in writing, sent by certified mail or by, courier or by facsimile.

**15. Non-Solicitation**

Without prior written consent of the Company, the Service Provider shall not employ any employee of the Company.

**16. Proprietary and related rights**

All the data and the information supplied by the company to the Service Provider in connection with the service being provided by the Service Provider shall remain the property of the company or its licensors. Deliverables shall be deemed to be works made for hire under Copyrights Act. The deliverables and the services of the Service Providers (including any related recommendation and advice are intended solely for the information and use of the company's management, officials, directors and employees and may not be disclosed to any other person without the consent of the company except as required by law. If the deliverables or services are disclosed to an unauthorized third party the Service Provider agrees to indemnify the company from and against the same.

**17. Designated Single Point of Contact (SPOC) and Authorized Signatory**

The Purchaser hereby designate Mr. Anubhav Nayyar, Authorized Signatory (hereinafter referred to as 'the SPOC'/'the designated SPOC'/'the Authorized Signatory') who shall serve as a single point of contact and shall be responsible for proposing or accepting in writing any variation from the terms of the contract executed with the service provider during its tenure.

The said SPOC is only authorized signatory on behalf of the Purchaser for all communications with the service provider and the Purchaser does not have any obligation or binding for any communications on its behalf by any person other than the designated SPOC as aforesaid.

No payment, Invoice, debit notes, material, services, shall be considered accepted by the Purchase till the time same has been duly accepted in writing by the designated SPOC.

The Purchaser is entitled to change the designated SPOC at any point of time and shall promptly give written notice of the change to the service provider including the new contact details of the new designated SPOC immediately on happening of such change event.

**18. Prevention of Bribery**

The Service Provider hereby undertakes that, at the date of the entering into force of the Agreement, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Agreement and that it has taken reasonable measures to

prevent sub suppliers, agents or any other third parties, from doing so. Failure to comply with this clause or any act of offering, soliciting or accepting advantage committed by the Service Provider or by an employee, agent or sub- supplier of the Service Provider shall, without affecting the its liability for such failure and act, result in this contract being invalidated.

**19. Prohibition of Insider Training**

The Service Provider or his relatives, associates, employees, agents and/ or sub- service provider shall not trade, directly or indirectly, in the shares of the Company during the currency of this agreement or during six months post expiry of this agreement.

**20. Waiver of rights**

No forbearance, delay or influence by Company in enforcing any of the provisions of this Agreement shall prejudice or restrict the rights of Company nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the Company is exclusive of any other right, power or remedy available to Company and each right, power or remedy shall be cumulative.

**21. Limitations**

Notwithstanding anything contained under the Agreement (including the SP GTC), the liability of the Company arising out of the Agreement shall always be subject to the Articles of Association (“AOA”) of the Company including the limitations as contained in Article 169 of the AOA of the Company available on the website of the Company at [https://assets.tridentindia.com/MOA\\_AOA\\_Trident\\_Limited\\_2022\\_07\\_23\\_6e1a0ab85b.pdf](https://assets.tridentindia.com/MOA_AOA_Trident_Limited_2022_07_23_6e1a0ab85b.pdf)

**22. Governing Law**

The Agreement shall be governed by the applicable laws of India. The Parties shall follow the dispute resolution mechanism as provided in Article 169 of the AOA of the Company.