

**GENERAL TERMS & CONDITIONS**  
**(as applicable to the Agreement with Suppliers)**

**1. DEFINITIONS**

Unless the context otherwise requires, capitalized terms in this Contract shall have the following meaning;

**Company** shall mean **Trident Limited** or "Trident" having its Registered Office at Trident Group, Sanghera - 148 101, Barnala, Punjab

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

Company and supplier are each individually referred to as a "Party" and collectively as the "Parties".

**2. Applicability**

These General terms and conditions (hereinafter referred to as "SUPP GTC") shall apply to and be considered as an integral part of all agreements entered by the Company with any of its supplier("Agreement").

**3. Infringement of intellectual property rights**

The Supplier undertakes that the equipment supplied does not infringe any third party intellectual property rights and the Supplier further undertakes to indemnify the Purchaser against all claims for infringements of third party patents and/or other intellectual property rights by equipment supplied under this agreement.

**4. Inspection**

The Supplier shall, on completion of manufacture of the equipment, notify the Purchaser who shall conduct an inspection prior to the dispatch or shipment of the equipment. In order to conduct the said inspection, the Supplier shall provide the Purchaser three clear weeks in advance of the deadlines for dispatch mentioned in the Time Schedule. Upon each such inspection as aforementioned, an inspection certificate recording the fact of inspection and certifying that the equipments are in conformity with the specifications under the said Purchase Order shall be issued by Managing Director of the Purchasing Company or any other person authorized by Managing Director.

The Inspection by Managing Director or any other person authorised by him as above shall not constitute a waiver of any of the supplier's responsibilities, Obligations, representations or warranties.

**5. Indemnification**

The Supplier 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 Supplier and all costs, charges, expenses, losses or damages which may incurred or suffered in respect of any matter on account of its role under this Agreement or of any of the matters of the third party in connection with the Agreement or due to the breach of terms and condition of this Agreement by the Supplier.

The Supplier shall be liable to indemnify Company for all losses arising out of any act/negligence of the any of the employees of Supplier. The Supplier 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 Supplier or with connivance of any employee(s) of the other Supplier employed by Company or employees of Company. For the purpose of this clause Supplier includes employees of Supplier.

#### **6. Risk And Expense:**

In the event that Supplier fails to supply the Equipment to be supplied under the Agreement or provide any of the services agreed in the scope or the equipment(s) being Supplied/ services being provided by the Supplier are not in accordance with the agreed scope or if the Supplier continuously fails to adhere to the timelines for the Supply of equipments or delivery of services which are caused due to the reasons solely attributable to the Supplier, then the Supplier shall be liable to refund amount paid by company under this agreement. Further, the company shall have the right to procure such services from the market place and the Supplier shall be liable for any additional or differential cost incurred by the Company in using such alternate means.

#### **7. Erection, commissioning and performance testing**

- The Supplier undertakes to provide, with its specialized personnel free of cost, the erection, installation, commissioning and performance testing of the equipments. The Purchaser shall provide the required resources and personnel to enable and assist the Supplier in the provision of the said services. In the event that the Performance Testing indicates any defaults or deficiencies, the Supplier shall immediately rectify the same and the process of Performance Testing will be repeated thereafter. This Performance Testing process can be undertaken to a maximum of three times.
- In case the equipment fails to attain the guaranteed performance parameters as defined in the agreement, the Supplier shall indemnify the Purchaser and shall replace the equipment within minimum time at the risk & cost of the Supplier.

#### **8. Warranty**

The Supplier hereby warrants and represents that equipment is capable of achieving Minimum Guaranteed Performance as provided in the agreement as per the format attached in agreement for a period of 18 months from the date of shipment of materials or 12 months from the handing over date, whichever comes earlier.

#### **9. Liquidated damages**

If delivery of the equipment occurs later than time specified in the Time Schedule and provided such delay is neither the result of force majeure nor the result of circumstances for which the Purchaser is responsible, the Purchaser shall be entitled to liquidated damages of 0.5% of the Contract Price per week of delay or part thereof. For purpose of computing liquidated damages in the event of delay in delivery of the equipment and spare parts, mere dispatch of the equipment and spare parts within the agreed date of delivery which are not in accordance with the specifications/standards, or found unacceptable by Purchaser would not amount to delivery within the agreed delivery date. The Purchaser shall have the right to invoke the

Performance Bank Guarantee submitted by the Supplier for recovering the Liquidated damages.

## **10. Termination**

In the event that a Party (the "defaulting Party"):

- a) commits a material breach of this Agreement and has not remedied the same within thirty (30) days after receipt of a notice from the other party specifying the nature of the breach and requesting that it be remedied; or
- b) fails to deliver the equipments as per the quality parameters, standards, specifications & time schedule specified in this Agreement; or
- c) is insolvent or a receiver or liquidator (including provisional liquidator) is appointed over all or part of its undertaking, or enters into any scheme of arrangement or compromise for the benefit of its creditors or negotiations therefore, or declares a moratorium on the payment of its debts or becomes unable to meet its financial obligations; or
- d) is the subject of an order by any competent court seeking its liquidation or dissolution; the other Party may, without prejudice to the exercise of any other rights or remedies which may be available to it, cancel the agreement issued by giving the defaulting Party written notice to that effect. In case of termination for default of the other Party as mentioned above, the terminating party will be entitled to compensation for the direct, indirect and consequential loss or damages it has suffered as a direct consequence of the default justifying termination.

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.

## **11. Confidentiality and Security**

The Supplier agrees not to disclose any confidential information pertaining to the Purchaser's business to any third party and shall use its best efforts to ensure that their directors, officers, employees, contractors and suppliers keep secret, all Confidential Information disclosed by the Purchaser, including without limitation, documents, technical information, software, processes, know-how and other unpublished information, except as may be authorised in writing by the Purchaser. The provisions of this clause survive after termination/ completion of the agreement.

Without prejudice to any existing contractual arrangements between the Parties, the Supplier shall treat all personal data of Company as strictly confidential and it shall inform all its employees, agents and/or approved sub-processors engaged in processing the personal data of the Company of the confidential nature of the personal data. The Supplier shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality. The Supplier shall implement appropriate technical and organizational measures to ensure a level of security of the processing of personal data appropriate to the risk. These measures shall include as appropriate:

- (a) Measures to ensure that the personal data can be accessed only by authorized personnel for the defined purposes and as per the Scope as agreed in Service Agreement signed between the parties

- (b) The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- (c) A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of personal data
- (d) Measures to identify vulnerabilities regarding processing of personal data in systems which are used to provide services to Company

#### **Right to Audit**

At the request of Company, the Supplier, shall demonstrate the measures it has taken pursuant and shall allow Company to audit and test such measures. The Supplier shall cooperate with such audits carried out by or on behalf of Company and shall grant Company's auditors' reasonable access to any premises and devices involved with the Processing of the personal data. The Supplier shall provide Company and/or Company's auditors with access to any information relating to the Processing of the Personal data as may be reasonably required by Company to ascertain the Supplier's compliance with this Agreements.

#### **Retention and Destruction of personal data**

The Supplier shall retain the personal data in line with Company's retention policy. Upon termination of this Agreements, upon Company's written request, or upon fulfillment of all purposes agreed in the context of the Services whereby no further processing is required, the Supplier shall, at the discretion of Company, either delete, destroy or return all personal data to Company and destroy or return any existing copies.

#### **Data Transfers**

The Supplier shall immediately notify Company of any (planned) permanent or temporary transfers of personal data to a country outside of India and shall only perform such a (planned) transfer after obtaining authorization from Company, which may be refused at its own discretion.

#### **Information Obligations and Incident Management**

When the Supplier becomes aware of an incident that impacts the processing of personal data that is under the purview of services agreement, it shall notify Company about the incident within 72 hours, shall at all times cooperate with Company, and shall follow Company's instructions with regard to such incidents, in order to enable Company to perform a thorough investigation into the incident, to formulate a correct response.

#### **Contracting with Sub-Processors**

The Supplier shall not subcontract any of its Service-related activities consisting of (partly) of the processing of the personal data or requiring personal data to be processed by any third party without the prior written authorization of Company. The Supplier shall ensure that the sub-processor is bound by the same data protection obligations as of the Supplier under this Agreements, shall supervise compliance thereof, and must impose on its sub-processors the obligation to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Agreements. Company may request the

Supplier to either audit third-party sub processor or provide confirmation that such an audit has occurred to ensure compliance with its obligations imposed by the Supplier in conformity with this Agreement.

## **12. Packing**

All items of the equipment and spare parts shall be carefully and properly packed for movement by sea/rail/road transport to withstand damages on account of inclement weather, rough handling etc. The packing shall allow for easy removal and inspection at sight. Any damage or loss to the equipment or deterioration in the quality of equipment during transport due to faulty protection or insecure packing shall be to the Supplier's account.

## **13. Sub Contracting**

The Supplier may sub-contract any part of its obligation, after obtaining the prior written approval of the Purchaser by providing the details of the sub-contractor or sub-supplier. Any such sub-contracting does not absolve the Supplier of its obligations and the Supplier shall continue to be primarily and solely responsible for performance of obligations.

## **14. Prevention of Bribery**

The Supplier hereby undertakes that, at the date of the entering into force of the Contract, 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 Contract 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 Supplier or by an employee, agent or sub-supplier of the Supplier shall, without affecting the its liability for such failure and act, result in this contact being invalidated.

## **15. Prohibition of Insider Trading**

The Supplier or his relatives, associates, employees, agents and/ or sub-supplier shall not trade, directly or indirectly, in the shares of Trident Limited during the currency of this agreement or during six months post expiry of this agreement.

## **16. Force majeure**

The Purchaser shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond Purchaser's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, or any other event similar to those enumerated above. As far as practicable, notice of Purchaser's failure or delay in performance due to force majeure must be given to the Supplier and the Purchaser may at its discretion suspend or terminate this agreement.

## **17. Assignment**

Neither this contract, nor any right or obligation hereunder may be assigned, in whole, or in part, by the Supplier without the prior permission of the Purchaser.

## **18. Amendment**

This Contract shall not be amended, modified, altered or changed in any way except by writing executed by the Purchaser and the Supplier.

**19. Entire Agreement:**

This Agreement (including the applicable Undertaking document agreed by the Supplier) constitutes the entire agreement between the parties with regard to the subject matter contained herein and supersedes all contracts, agreements, promises, oral or written communications, clickwraps, and understandings between the Company and the Supplier with regard to the subject matter hereof, made prior to the execution of this Contract. Any amendment to this Agreement shall be mutually agreed and executed by both parties in writing.

**20. Limitations**

Notwithstanding anything contained under the Agreement (including the SUPP 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 189 of the AOA of the Company available on the website of the Company at [https://assets.tridentindia.com/MOA\\_AOA\\_Trident\\_Limited\\_2023\\_08\\_12\\_cac439e848.pdf](https://assets.tridentindia.com/MOA_AOA_Trident_Limited_2023_08_12_cac439e848.pdf) Notwithstanding anything contained in the Articles of Association or otherwise, the indemnity obligations, if any, of Trident shall not exceed the value of Agreement.

**21. 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 189 of the AOA of the Company.