Moxie Power Generation Limited

GTC – LOW VALUE DOMESTIC SUPPLY

1. Definitions

Defined terms used herein or anywhere else in this PO, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

"Basic Price" means the amount payable by Buyer to Seller for purchase of Goods, including costs in respect of materials, consumables, tools and tackles, manufacturing, packing, forwarding, freight, loading and unloading charges, insurance charges, margin, overheads, applicable Taxes (except GST) and all other costs associated with Delivery, unless specified otherwise in STC.

"Buyer" means the company specified in this PO, including its legal successors and assigns.

"Defect" means any defect or damage to Goods on account of non-conformance of Goods with Specifications, including faulty design, engineering or workmanship of Goods affecting the ability of Goods to comply with Specifications.

"Defect Liability Period" means the period set out in STC, during which Seller shall remain liable for all repairs or replacement of any Defects at its own cost and expense.

"Delivery" means the loading, delivery and ancillary services to be performed by Seller or its representatives to deliver undamaged Goods at Delivery Point, in accordance with Delivery Term and as per other applicable conditions of this PO.

"Delivery Point" means the location at which Goods shall be Delivered, as specified in STC.

"Delivery Schedule" means the schedule for Delivery as set out in STC.

"Delivery Term" means the delivery term, including any applicable Incoterm, for Delivery of Goods, as specified in STC.

"Drawings" means all drawings in respect of Goods, furnished by Buyer or Seller and approved by Buyer in writing.

"Effective Date" means the date of issuance of this PO by Buyer to Seller, unless otherwise specified in STC.

"Force Majeure" means the occurrence of any event which is: (i) beyond the reasonable control of the affected Party; (ii) unavoidable, notwithstanding reasonable care by the affected Party; and (iii) not a result of the affected Party's negligence or failure to perform its obligations, and which has a direct, material and adverse effect upon the affected Party's ability to perform its obligations under this PO, and such events mean acts of God, earthquake, volcanic activity, fire, flood or other natural disasters, war, invasions, riots, terrorism, civil disturbances or embargos.

"Goods" mean the goods, including spares, accessories, tools and tackles (as applicable) to be supplied by Seller as per the scope of work in terms of this PO, as specified in STC.

"GST" means the applicable goods and services tax payable in terms of applicable law of India for the time being in effect, as applicable to supply of Goods under this PO.

"Incoterm" shall mean the delivery terms as published and defined by the International Chamber of Commerce, in INCOTERMS, 2020 (ICC Publication 723).

"Party" means Buyer or Seller, as applicable.

"PO" means this purchase order issued by Buyer, together with any schedule, annexure or attachment to this PO, including Specifications and Drawings, along with amendments to any of the foregoing.

"PO Price" means the total of Basic Price and applicable GST, payable to Seller for performance of obligations under this PO, as specified in STC."Price Schedule" means the schedule annexed to this PO, setting out the price payable in respect of Goods.

"Seller" means the successful bidder who is awarded this PO by Buyer.

"Specifications" mean all technical documents, specifications, guidelines, Drawings, latest international and Indian codes and standards applicable to Goods and any specific requirements that are attached to or set out in this PO or referred to in STC.

"STC" means special terms and conditions applicable for this PO and as set out therein.

"Taxes" mean and include taxes, duties, levies, cess, royalty, GST and similar imposts, whether in the nature of indirect tax or direct tax and whether or not imposed at the state, municipal or any other level.

2. Price, Terms and Mode of Payment

2.1. PO Price shall remain firm for the entire duration of this PO, including extensions, if any, and shall not be subject to escalation for any reason whatsoever, unless as provided for in the PO or otherwise agreed by Buyer.

2.2. PO Price shall be paid by wire transfer as per the terms specified in STC and subject to deductions and/or withholdings required under applicable laws. Seller shall raise invoices for claiming payment of the PO Price, in electronic format as may be prescribed under applicable law and specified in STC. Seller shall ensure that all such invoices raised hereunder are correct and complete. Invoices issued in other manner shall be deemed to be invalid and shall not be eligible for any payments. Any payment made by Buyer shall not be deemed to constitute acceptance by Buyer of Goods or any part(s) thereof.

3. Taxes

3.1. Applicable Taxes on Goods shall be as specified in STC. Buyer shall pay the applicable GST to Seller at actuals, as per rates specified in the Price Schedule. Seller shall: (i) deposit applicable GST; (ii) file returns and such other analogous statutory filings in respect thereto with the relevant government authorities, in accordance with applicable laws; and (iii) submit to Buyer all relevant documentation evidencing such compliance and deposit of GST within three
(3) days of filings and/or deposit. Buyer shall be entitled to withhold payments due to Seller under this PO, to the extent GST amounts are not deposited by Seller with the government authorities, along with any interest, fine and/or penalty that may be levied under applicable laws, if Seller fails to comply with this Clause 3.

3.2. Seller shall comply with all requirements stipulated under applicable laws in respect of deposit of Taxes. Any expenses suffered by Buyer on account of Seller's non-compliance with such applicable laws shall be to Seller's account. Any new Tax or a variation in rate of applicable GST on Goods after the Effective Date and up to scheduled Delivery shall be to Buyer's account. Any increase in rate of applicable GST or imposition of new Taxes during the period where Delivery is delayed, for reasons not attributable to Buyer, shall be to Seller's account.

4. Drawings

Unless otherwise required by Buyer, Seller shall submit copies of Drawings to Buyer for approval. Notwithstanding any consent or approval of Buyer, Seller shall be responsible for any discrepancies, errors or omissions in the Drawings, documents and other particulars supplied by Seller.

5. Packing, Forwarding and Transportation

5.1. Unless otherwise specified in STC, Basic Price shall be inclusive of packing, forwarding and transportation charges. Any loss/expense caused due to breakage, damage or pilferage of Goods while in transit, shall be borne by Seller.

Seller shall either appoint a carrier recommended by Buyer, or engage a carrier or transporter which is acceptable to Buyer.

5.2. Seller shall be responsible for complying with Central Goods and Services Act, 2017 ("CGST Act") and Central Goods and Services Tax Rules, 2017 ("CGST Rules"), generation of applicable e-way bill in accordance with the provisions thereof, as well any extension, amendment and cancellation thereof, and Buyer shall provide the required details to Seller in this regard, upon request. Copy of e-way bill shall be provided along with details of dispatch vehicle and other transportation documents before carriage of Goods, and such e-way bill copy shall be handed over to Buyer upon Delivery. Any fine/penalty levied upon Buyer due to Seller's non- compliance with CGST Act and CGST Rules shall be recovered from Seller at actuals.

5.3. All Goods shall be carefully packed according to nature of Goods, and in a manner appropriate for safe and secure carriage of Goods in accordance with any instructions specified in STC, or as per industry standards. All packing cases are non-returnable, unless otherwise specified in STC.

6. Insurance

Unless otherwise specified in STC, Seller shall procure at its cost, all insurances required to be obtained by Seller in terms of applicable law, including transit risk insurance. The insurance procured shall cover all risks till Goods are Delivered and unloaded at the Delivery Point, unless otherwise specified in STC. The Buyer's lenders (where required by Buyer) shall be designated as 'loss payees' in insurances obtained by Seller under this PO.

7. Inspection

Buyer reserves the right to appoint a third party inspector or its own representative for inspection of Goods, or require Seller's technically qualified experts at Seller's works to carry out inspection on Buyer's behalf. Seller shall provide all assistance to Buyer in inspection of Goods, including but not limited to providing access to Buyer to its works, and furnishing inspection reports and test certificates to Buyer.

8. Acceptance and/or Rejection of Goods

Final inspection of Goods for compliance with Specifications and the terms of this PO shall be performed upon Delivery, and Buyer's determination shall be final in this regard. Buyer reserves the right to reject Goods, in part or in full, that are non-compliant with Specifications and terms of this PO, and shall inform Seller of Buyer's determination in writing. Buyer shall have the right to adjust the PO Price in proportion to Goods rejected. No claim by Seller in respect of such rejection shall be entertained. Seller shall repair/replace the Defective Goods, at its own cost and risk, within a timeframe advised by Buyer. The rejected Goods shall be immediately retrieved by Seller. If Seller fails to retrieve such rejected Goods within thirty (30) days of such rejection, Buyer shall have the right, at Seller's risk and cost, to dispose such rejected Goods towards recovery of costs incurred by Buyer on storage, handling and disposal of such rejected Goods.

9. Title and Risk

Unless otherwise specified in PO, all Goods shall become the property of Buyer, on the earlier of: (i) completion of Delivery; or (ii) payment of PO Price by Buyer. The risk in Goods shall pass from Seller to Buyer upon Delivery. For avoidance of doubt, in the case of partial or staggered Delivery, title and risk in Goods shall pass from Seller to Buyer in accordance with this Clause in respect of such Goods which have been Delivered or paid for.

10. Defect Liability

During Defect Liability Period, any Defect or damage found in Goods shall be promptly repaired, replaced or otherwise made good at Seller's cost. If Seller fails to remedy such Defect within the time period advised by Buyer, Buyer may, by providing a notice to Seller, proceed to rectify such Defect, and all costs incurred by Buyer in connection therewith shall be reimbursed by Seller, or deducted by Buyer from any amounts due to Seller.

11. Fitment, Interchangeability Guarantee and Shelf-Life

11.1. All Goods procured under this PO shall be fully interchangeable (dimensionally and/or functionally, as applicable) with certain other parts or components (as may be specified in this PO) and identical to such corresponding main part or component. Seller shall submit to Buyer a certificate guaranteeing the fitment-cum-interchangeability of such spares, components or parts upon Delivery.

11.2. Seller warrants that minimum residual shelf-life of all Goods supplied under this PO shall, at the time of Delivery, be at least seventy five percent (75%) of the shelf-life of such Goods as prescribed by Buyer.

12. Seller's Liability for Failure to Perform

In case Seller fails to complete Delivery or this PO is terminated in accordance with Clause 18, then without prejudice to any other rights that Buyer may have under applicable law or this PO, Buyer shall have the right to procure goods or equipment similar to Goods from a third party. In such an event, Seller shall be liable to reimburse additional costs incurred by Buyer on procurement of such goods or equipment.

13. Representations, Warranties and Covenants

13.1. Seller represents, warrants and covenants with the Buyer that: (i) it has full power and authority to execute and deliver this PO; (ii) the execution, delivery and performance of this PO by Seller does not and shall not conflict with or result in breach of any applicable laws; (iii) Goods furnished by it shall be fit for the purposes and uses intended and capable of operation as per Specifications and in accordance with this PO; (iv) it has requisite skill, knowledge, expertise, experience, personnel, financial and technical capability and adequate infrastructure to successfully perform all obligations under this PO; (v) it ensures responsible business management with respect to environmental, social and governance related matters; and (vi) it is fully aware of and shall comply with all safety regulations, code of conduct (as published on the Buyer's website) and applicable laws which must be complied with in its performance of obligations under this PO.

13.2. Seller further covenants that it shall, as a part of performing its obligations under this PO, ensure responsible business management pertaining to environmental, social and governance related matters and comply with policies, codes and guidelines, as may be notified by Buyer to Seller in this regard and as per applicable laws.

14. Intellectual Property Rights

Seller represents and warrants that Goods do not, and shall not, infringe any patent, utility model, design, trademark, copyright or other intellectual property right of any third party. The title and license to all designs, Drawings, documentation, inventions and discoveries made by Seller while performing its obligations under this PO, shall be vested in Buyer, and Buyer shall be entitled to copy or reproduce documents, Drawings and other information furnished by Seller in this regard for the purpose of which they are intended, without requiring Seller's permission.

15. Indemnity

Seller shall defend, indemnify and hold harmless Buyer, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, losses, damages, costs and expenses of whatsoever nature, which Buyer may suffer, as a result of: (i) any infringement or alleged infringement of intellectual property rights of a

third party; (ii) any fraud, gross negligence, wilful misconduct or illegal acts or omissions of Seller; (iii) non-compliance with applicable laws by Seller; or (iv) injury to or death of any person or damage to or loss of property of any parties caused by any act or omission of Seller or Seller's personnel.

16. Limitation of Liability

The aggregate liability of either Party under this PO shall not exceed PO Price, provided that the limitation shall not apply to: (i) any obligation of Seller to repair or replace Defects in Goods; or (ii) any liability pursuant to Seller's indemnity obligations set out in Clause 15.

17. Force Majeure

Each Party shall be excused from performance of its obligations under this PO and shall not be considered in default with respect to any obligation hereunder, if and to the extent that a failure of, or delay in performance is due to an event of Force Majeure, provided that the affected Party shall give notice of such event of Force Majeure to the other Party as a precondition to claiming relief for Force Majeure, as soon as reasonably practicable, but not later than seven (7) days after the date on which it knew or should reasonably have known of commencement of the event of Force Majeure. To the extent not prevented by an event of Force Majeure, the affected Party shall: (i) continue to perform its obligations under this PO; and (ii) use reasonable efforts to mitigate the effect of any event of Force Majeure.

18. Termination

Buyer reserves the right to terminate this PO either in part or full, by giving seven (7) days' written notice to Seller: (i) for convenience; (ii) in the event any proceeding is instituted against Seller seeking to adjudicate Seller as bankrupt or insolvent, and such proceeding has not been withdrawn or dismissed within ten (10) days of its institution; or (iii) in case of breach by Seller of its obligations under this PO. No claim shall lie against Buyer towards any losses suffered by Seller in this regard. Upon such termination, Buyer shall have an option of taking Delivery of completed portion of Goods and/or requiring Seller to refund all amounts paid. Any terms that by their nature survive termination of this PO remain in effect until fulfilled, and shall apply to successors and assigns of the Parties.

19. Governing Law and Dispute Resolution

This PO shall be governed by laws of India and courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in all matters relating to this PO for the purpose of dispute resolution and for enforcement of any action and proceedings arising out of this PO.

20. Amendment

20.1. Buyer reserves the right to modify terms of this PO at any point of time, by written notice to Seller, and Seller shall incorporate such modifications in the course of performing its obligations.

20.2. If: (i) any change pursuant to Clause 20.1 results in an impact on PO Price or Delivery Schedule; or (ii) Seller requires any addition, variation or change in terms of this PO, Seller shall provide notice to Buyer, and Parties shall mutually agree upon an equitable adjustment to PO Price and Delivery Schedule, which shall be effective upon a written amendment to this PO.

21. Confidentiality

All information including, without limitation, any oral and written information disclosed by Buyer to Seller or any other person/entity acting for and on behalf of Seller, shall be deemed to be confidential and proprietary to Buyer. Seller shall not disclose or use any information supplied hereunder for a purpose other than for performance of its obligations under this PO, unless otherwise specified, and further undertakes to not reverse engineer any information furnished by Buyer. Seller shall keep the confidential information securely and properly protected against theft, damage, lossand unauthorized access (including access by electronic means). Seller shall, as soon as practicable and upon request by Buyer, return to Buyer or irretrievably destroy all original documents and copies thereof which contain confidential information as set out in Buyer's request. The Seller shall abide by applicable laws prohibiting insider trading and shall not use any confidential information for the purposes of trading in the securities market.

22. Set-off and Adjustment

22.1. Seller agrees that Buyer shall have a right to set-off or adjust payments due and payable to Seller under this PO against any payments due and receivable from Seller. In case the amounts due to Buyer from Seller are more than the amounts that could be adjusted or set-off from payments due to Seller, Buyer shall have the right to raise a credit note on Seller to recover such due and outstanding amounts.

22.2. It is agreed between Parties that all payments by Seller in respect of any payment obligations of Seller in terms of this PO shall be made without any deductions or set-off. If Seller is prevented by applicable law or otherwise from making or causing to be made such payments without deduction, Seller shall gross-up such payments by such amounts as may be necessary for Buyer to receive the full payments it would be entitled to receive, had such payments been made without such deduction.

23. Anti-bribery and Anti-corruption

Seller covenants that neither Seller nor any of its affiliates, sub-suppliers or representatives have offered or given, nor shall they offer or give, any bribe, commission or gift to a representative of Buyer or its affiliates in relation to the obtaining or execution of this PO. Seller shall be liable for all losses suffered by Buyer on account of Seller's breach of this Clause, and Buyer may recover such losses by deduction, set- off or recovery from amounts otherwise due to Seller.

24. Assignment and Subcontracting

Buyer shall be entitled to assign the whole or any part of this PO, or any interest or benefit herein, without the consent of Seller. Seller shall not be entitled to assign any part of this PO or any benefit or interest thereunder without obtaining Buyer's prior written consent. Seller shall be responsible for acts, omissions and defaults of any subcontractor as fully as if they were the acts, omissions or defaults of Seller and any assignment or subcontracting shall not relieve Seller of any of its responsibilities under this PO or at law.

25. Independent Contractor

Parties acknowledge and accept that Seller shall act and perform its obligations under this PO as an independent contractor and that Seller shall not be regarded as an employee, agent or partner of Buyer. Seller shall not have any power or authority to enter into any contract, agreement or arrangement for or on behalf of Buyer.

26. Waiver

Any waiver of a Party's rights, powers or remedies under this PO shall be in writing, dated and signed by such Party or its authorized representative granting such waiver. A Party granting such waiver shall specify the right and the extent to which such right is being waived.