

**Standard Terms and Conditions**  
(For Purchase/ Work Orders)



**1. DEFINITIONS**

- 1.1. "Purchaser" shall mean Greatship (India) Limited, their affiliates, successors & assigns
- 1.2. "Vendor" shall mean Person or company to which the Order is directed/issued and their heirs, administrators, executors/successors & permitted assigns;
- 1.3. "Order" shall mean the Purchase Order or Change Purchase Order issued by Purchaser to Vendor in relation to the Work including the Conditions together with all documents referred to therein.
- 1.4. "Change Order" shall mean a change to the original Order issued pursuant to Clause 13.
- 1.5. "Work(s)" shall mean the goods and/or services as applicable to be provided by the Vendor under the Order and as more fully set out herein and as may be changed by any Change Order
- 1.6. "Party/Parties" mean the Purchaser & the Vendor hereto;

**2. ORDER**

Unless otherwise agreed, these Terms and Conditions shall be part & parcel of each Order the Purchaser may issue the Vendor. EACH ORDER SHALL NOT BE VALID UNLESS EXECUTED BY the Purchaser's AUTHORIZED REPRESENTATIVE.

If the parties enter into a separate written agreement governing the **Work**, the terms contained in the written agreement shall supersede the terms contained herein only to the extent of such conflicts. .

**3. ACCEPTANCE**

The Order is confirmation of the Vendor's offer as modified by the Order. Receipt of the Order by Vendor shall constitute Vendor's acceptance of the Order and the terms and Conditions hereof. .

**4. QUALITY AND DESCRIPTION:** All Works (unless otherwise agreed in writing) shall:

- conform strictly as to quantity, quality and description with the particulars stated in the Order and with all statutory requirements applicable to such Works;
- be of sound materials and workmanship;
- be in strict compliance with samples, patents, drawings or specifications, if any, referred to in the Order;
- be capable of the standard of performance if specified in the Order; and
- be fit for the purpose for which it is supplied under the Order.

All Works performed pursuant to the Order shall be performed by suitably qualified and competent personnel and all equipment and tools provided shall at all times be maintained in first class operating condition by Vendor, and in the event that Vendor shall provide personnel the same shall be competent and suitably qualified for the purpose for which they are provided. Purchaser reserves the right to require the replacement of any personnel, equipment or tools provided by Vendor which in Purchaser's opinion do not comply with the foregoing provisions at Vendor's cost. Vendor hereby acknowledges that any breach by Vendor of the Order may result in Purchaser committing breaches of and/or becoming liable for damages to the client and/or under other contracts made by Purchaser in connection or relating to the work and all such damages, loss and expense are hereby agreed to be within the contemplation of the parties as being probable results of any such breach by Vendor.

**5. DELIVERY, DELIVERY DOCUMENTS & DELAY IN DELIVERY:**

- 5.1. Delivery of the Works shall be made: 1) as per the agreed schedule in the Order; (2) via the carrier; and (3) to the place specified on the Order and as per such other terms mutually agreed upon and stipulated therein. (OR) Performance of service shall be made: (1) pursuant to the schedule in the Order; and (2) to the place specified on the Order.
- 5.2. The Purchaser or its Representative (on behalf of the Purchaser) reserves the right to return, all Works received in advance of the delivery schedule, except those received with the prior consent of the Purchaser.
- 5.3. Time is of the essence in performing this supply/service. If Vendor fails to deliver the Works or perform the services within the time specified, the Purchaser may, at its option decline to accept the Works and terminate the Order.
- 5.4. In the case of delivery of Works, the Works shall accompany the Shipping documents which shall consist of Invoice, Delivery Challan/ Note, Packing List, Airway Bill/Clean Bill of Lading, Certificate of Origin (if applicable) and other relevant drawings, type approvals, certificates (including but not limited to SAT/FAT), samples, warranty cards or any other document as specified in the Order. Any deviation in this regards shall be considered as a breach of the Order.
- 5.5. Two sets of complete shipping documents along with the Order should be dispatched by first class courier service to the consignee's or to the Purchaser's address as indicated in the Order.
- 5.6. If the Vendor fails to deliver the Works within the agreed delivery time or such other extended time, the Vendor is liable and Purchaser shall be entitled, to claim liquidated damages. Such liquidated damages shall equal a half per cent (0.5 %) of the purchase price/ amount payable under the Order for the delayed part for each complete week of delay or part thereof commencing from the due date of delivery, but shall not exceed Five per cent (5%) of the purchase price / amount payable under the said Order. Such liquidated damages shall

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be to the exclusion of any other remedy the Purchaser may have in respect of the Vendor's failure to deliver/perform as aforesaid.

**6. PACKING**

- 6.1. Vendor shall pack all items in suitable containers/boxes to permit safe transportation and handling. If any special packing is required, the Vendor shall provide such special Packing as per Purchaser requirements. Each delivered container/box must be labeled and marked to identify its contents without having to be opened, and all boxes and packages must contain packing sheets listing the contents. The Purchaser's Order Ref. number as well as Vessels name (if any) and Shipping Marks must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.
- 6.2. Packing list should be in the format as prescribed in the Purchaser's request for quote.
- 6.3. In addition to the shipping documents mentioned in the Order as specified in 4 (D) above, all Shipping documents must indicate the following information:
  - 6.3.1. Vessels Name(if any);
  - 6.3.2. Shipping marks;
  - 6.3.3. Purchaser's Order Ref. No. & Date;
  - 6.3.4. Consignment Description as per the Order;
  - 6.3.5. Port of loading and Port of Discharge;
  - 6.3.6. Delivery Terms;
  - 6.3.7. Country of Origin
- 6.4. Vendor shall be responsible for the documentation requirements in the country of export and ensure that all statutory shipping documents including the Order copy are sent in advance to the Purchaser's agent's address indicated on the face page of the Order so as to avoid delays in clearance of consignments and eliminate costs that shall arise due to incomplete documentation. Any additional costs incurred due to improper documentation as provided herein shall be to Vendor's account. Vendor shall be responsible to provide amended documents, whenever asked for, by the Purchaser or their appointed Clearing Agents at the destination country. Vendor shall not charge any cost to the Purchaser for making any amendments in documents, unless otherwise agreed in writing between the Parties.
- 6.5. For any Works which are hazardous in nature must be supplied with material safety data sheet. Further Works containing hazardous/fragile/ heavy material must clearly be marked as such and carry internationally recognized warning symbols.

**7. STATUTORY AND SAFETY OBLIGATIONS**

- 7.1. Vendor certifies that, unless specifically exempted, all supplies, equipment, Works furnished by it under this Order have been manufactured, processed and delivered and all labor will be performed in full conformance with all applicable laws, including all local ordinances and state laws, rules and regulations. With respect to its performance hereunder, Vendor shall comply with all relevant standards applicable to the place where the work is performed, statutes, laws, regulations and bye-laws affecting or applicable to the performance of the Order and shall comply with Purchaser's safety regulations, a copy of which is available on request.
- 7.2. Vendor shall provide Purchaser in writing with such information as is necessary relating to the use of any materials and or equipment supplied and/or used and its design, testing and use and relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used.
- 7.3. Vendor shall give all notices and shall obtain all permits and licences required to be given or obtained in Vendor's name which may relate to the Work and are required by any statute, law or regulation and shall bear all costs in connection therewith.

**8. RISK OF LOSS & DESTRUCTION OF WORKS**

Vendor assumes all risk of loss to the Works until they are delivered to the place specified as per the agreed delivery terms specified in the Order. Title to the Works shall pass as per the delivery terms specified in the Order. If the Works are destroyed prior to title passing to Purchaser, Purchaser has the option to either cancel the Order or require Vendor to deliver substitute Works of equal quantity and quality. Such substitute delivery shall be made as soon as commercially practicable. If loss of the Works is partial, the Purchaser shall have the option to require Vendor to deliver the Works that are not destroyed subject to the terms of the Order.

**9. INVOICE & PAYMENT**

- 9.1. The price to be paid by the Purchaser to the Vendor as full compensation for Vendor performing all his obligations under the Order shall be the amount stated in the Order ("Price"). The Price shall not be subject to escalation nor increased as a result of any increase in Vendor's costs nor adjusted for any reason except as may be provided in any change order issued by Purchaser.
- 9.2. Unless otherwise agreed in the Order, in the event shipments of Works are made in parts, Vendor shall have no right to demand payment until after the last part shipment is received by the Purchaser pursuant to the Order.

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- 9.3. The Purchaser shall be entitled to withhold payment, if any of Vendor's invoices do not include the supporting documentation e.g delivery challans copies duly stamped and signed by Purchaser's agent's representative OR Master / Chief Officer / Chief Engineer / Second Engineer of the vessel, work completion certificates duly signed and stamped by the Master/ Chief Officer Chief Engineer/ Second Engineer of the vessel, timesheets, all documents relevant to transportation made etc. or such related documents as required by the Purchaser. All invoices with the Order reference number shall be forwarded in a covered envelope addressed to the representative of the Purchaser.
- 9.4. Unless otherwise specified in the Order, the Price shall include all fees and charges of any kind including packing charges i.e. export sea worthy packing charges, charges for insurance (for Works and personnel), ocean freight, inland freight, third party inspection & government tax levies, all applicable taxes including but not limited to customs duty, Goods and Service tax ("GST"), handling and all other charges, whether similar or dis-similar, unless otherwise indicated on the face of the Order.

The rates/price of the goods/services to be supplied under the Order shall be indicated as base price with the percent, amount and components of GST shown separately on the invoice.

The Vendor shall be responsible to ensure compliance with GST laws. It shall be the responsibility of the Vendor to legitimately charge GST at the applicable rates on the respective invoice as per the provisions of GST laws. The nature of each tax i.e whether CGST, SGST, IGST or UTGST, the correct rate, amount etc. should be clearly indicated in the invoice. The Vendor undertakes to fulfill all the requisite conditions to be compliant under GST including but not limited to issuance of proper tax invoice, timely upload of all outward supply invoices in GSTR-1 return, timely deposit of GST to the Government, file periodic returns, etc in order to enable the Purchaser to avail entire input tax credit on timely basis The Vendor shall provide the accurate HSN of the goods supplied / SAC of the services to the Purchaser. The Vendor shall ensure that any invoice, debit notes or credit notes issued to the Purchaser shall contain accurate information and be sent to the Purchaser in a timely manner and should be in accordance with the format prescribed under the GST laws with the correct GSTIN of the Purchaser to ensure that the entire input tax credit is available to the Purchaser.

If due to any failure or mistake on the part of the Vendor the Purchaser is unable to avail the entire input tax credit on a timely basis, the Vendor shall be responsible and liable to the Purchaser to promptly pay to the Purchaser the amount of entire input tax credit so lost.

In case any GST and/ or cess liability, interest, penalties or any other tax/ duty/ amount/ charge/ liability becomes payable by Purchaser due to failure/ mistake of the Vendor to comply with the GST laws or relevant laws/ regulations or because of a demand/ recovery initiated by any revenue authority under laws/ regulations applicable, Vendor undertakes to indemnify the Purchaser for an amount equal to amount payable by the Purchaser.

The Vendor shall furnish the Purchaser with such information and documents in relation to the Vendors activities under this Order as may be requested by the Purchaser for any purpose, including enabling Purchaser to: (a) fulfil its obligations relating to GST laws; or (b) comply with any request by any authority; or (c) avail input tax credit.

In case the Vendor is an unregistered dealer as per GST laws, the Vendor shall declare the same to the Purchaser prior to accepting any order for the goods and the Vendor shall not charge any tax on the supply of goods to the Purchaser. Where the Vendor fails to inform Purchaser that he is an unregistered dealer, the Vendor shall be liable to reimburse for loss of any input tax credit, interest or penalty levied by the tax authorities on such supplies of goods.

In case the Vendor is a composite dealer as per the GST laws, the Vendor shall declare the same to the Purchaser prior to accepting any order for the goods. Where composition scheme is availed without informing the Purchaser, the Vendor is liable to reduce the price to the extent of tax applicable on similar goods.

The Purchaser at its sole discretion shall be entitled to set-off any amounts due from the Vendor under this clause from any payments Purchaser is due to make to the Vendor under this Order or any other order or agreement with the Vendor.

The Purchaser shall be entitled to withhold any payments till the Purchaser is satisfied that the Vendor has complied with its obligations under GST legislation/s. However, any payment that may be made by the Purchaser shall not be deemed or construed to mean the Purchaser's acceptance or acknowledgment of the Vendor's compliance with GST laws.

The Vendor shall defend, indemnify and hold harmless the Purchaser from and against any losses, claims, expenses, demands, costs, charges, liabilities, causes of action, fines, penalties, judgements and awards of any type, nature or character caused to or suffered by the Purchaser arising out of or in relation to or in connection with (i) any failure, neglect, mistake or breach on the part of the Vendor to comply with any provision or requirement of GST laws; (ii) any failure, neglect, mistake or breach on the part of the Vendor to comply with any provision or requirement of this Order with respect to GST; (iii) any mis-declarations or offences committed

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by the Vendor under the GST laws.

- 9.5 In the event, there is an increase in the price due to additional charges in taxes, customs duties or such other taxes of similar nature, the same must be conveyed to the Purchaser, as soon as possible, together with documents substantiating the same. The Purchaser may issue a Revised Order, only upon satisfying himself as to the validity of such increase. However, the Purchaser shall not be obliged to issue such Revised Order and the Vendor shall perform the Work as stated in the Order.
- 9.6 Unless otherwise agreed in the Order, within thirty {30} days after delivery of Works or as detailed in the Order, Vendor shall send to the Purchaser individual invoices, with a reference to the applicable Order, for each shipment of Works made pursuant to the Order. The Purchaser shall pay the invoiced amount to the Vendor's bank account by Telegraphic Transfer within thirty {30} days after receipt of a correct invoice. Payment shall be considered to be made, on the date the Purchaser credits the payment to Vendor's account. Claims for payment for Works delivered / rendered but not invoiced will not be acceptable after three (3) months from delivery date/ performance date.
- 9.7 The Purchaser reserves the right to return all incorrect invoices and withhold payment until a correct invoice is received.
- 9.8 Unless otherwise specified on the face of the Order, payment shall not constitute acceptance of Works. Payment shall not prejudice the Purchaser's right to return nonconforming Works nor its right to receive credit or reimbursement for then nonconforming Works.

**10. INSPECTION AND TESTING**

- 10.1. Purchaser and its representatives shall at all reasonable times be granted access to any premises (including those of Vendor's subcontractors) and be allowed to inspect and test the Work at any time prior to acceptance or delivery, whichever shall be the later.
- 10.2 Purchaser or its representative shall have full power to reject any Work that it considers to be defective or inferior in quality of material, workmanship or design and/or not in accordance with Purchaser's specifications. Any Work so rejected shall immediately be replaced or corrected as required by Purchaser or its representative, at Vendor's expense. Vendor shall then re-submit the re-performed Work for re-inspection and re-testing.
- 10.3. Vendor shall make available at its own expense all tools, instruments, apparatus, facilities, services and materials necessary for carrying out tests on the Work (or on Purchaser's request, confirmatory re-tests,) as may be required by Purchaser, and when requested the Work shall be completely assembled for such tests and at Purchaser's option shall be dismantled for inspection before dispatch.
- 10.4. Where reasonably practical not less than fourteen days notice shall be given by Vendor to Purchaser that the Work or any part thereof is ready for inspection and/or testing.
- 10.5. Inspection, testing or acceptance of any Work or any waiver of any rights in respect thereof by Purchaser or its representative shall not relieve Vendor from any of its obligations under the Order or otherwise, including without limitation, its responsibility for any defects subsequently found in materials and/or workmanship.
- 10.6. Vendor shall supply at its own expense certificates of analysis, tests, inspection or origin as may be required by Purchaser or required by law which shall in any event be delivered to Purchaser on Delivery Date.

**11. FINAL INSPECTION**

- 11.1 The Purchaser shall have a reasonable time after receipt/commissioning of Works, and before payment, to inspect Works for conformity to the Order. Works shall not be deemed accepted until the Purchaser has inspected Works and has run adequate tests to determine whether the Works conform to the specifications hereof. The SAT, FAT or such other certificates shall be sent with the Shipping documents and are to conform that the Works are in line with the specification detailed in the Order.
- 11.2 Use of a portion of the Works for the purpose of testing shall not constitute an acceptance of the same. If the Works delivered/provided to the Purchaser do not wholly conform to the provisions hereof, the Purchaser shall have the right to reject the same. Further the Vendor shall bear all risks as to the rejected Works. The Vendor shall collect the nonconforming Works from the Purchaser at the Vendors entire costs. The Purchaser may request the Vendor for the supply of the balance Works, in conformity with the Specifications

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**12. COMMISSIONING**

The Vendor shall carry out commissioning of major equipment & machinery to the satisfaction of the Purchaser, the Classification Society and of other relevant authorities.

**13. CHANGEORDER**

At any time, the Purchaser may by written notice, make changes to the scope of the Order in any one or more of the following:

- 13.1. drawings, designs or specifications of Works;
- 13.2. scope of Works
- 13.3. method of shipping or packaging;
- 13.4. place of inspection, delivery or acceptance;
- 13.5. amount of the Purchaser furnished Manufacturing Materials, if applicable; and
- 13.6. quantity;

If any such change causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work in the Order, the Purchaser and Vendor will agree upon an equitable adjustment in the Price or delivery schedule or both. Vendor shall proceed with the Change Order pending resolution of any claim for adjustment. The Purchaser may act upon any such claim at any time prior to final payment under the Order. The Vendor shall make every effort to supply & deliver as per the Change Order and meet the Purchaser's requirements .

**14. ITEMS SUPPLIED BY THE PURCHASER**

All designs, patterns, drawings, other data, (whether in hard or soft form) equipment, component, sample, and Manufacturing Materials furnished or paid for by the Purchaser to Vendor ("Purchaser-furnished Items") shall remain the sole property of the Purchaser.

All Purchaser-furnished Items (if any) shall be held at Vendor's risk and shall be insured by Vendor while in its custody or control, in an amount equal to the replacement cost thereof with the proceeds of a loss to be paid to the Purchaser. Upon completion or cancellation of the Order, all Purchaser furnished Items not incorporated in the Works shall be returned to the Purchaser in good condition unless otherwise agreed to by the Purchaser.

**15. DRAWINGS (Where applicable)**

Vendor shall prepare at his own expense and submit to Purchaser such drawings as Purchaser may require. Purchaser shall have the right to approve all drawings, but such approval shall not relieve Vendor of any of his responsibilities under the Order. Drawings shall not be departed from without Purchaser's written instructions.

**16. PATENT & OTHER INTELLECTUAL PROPERTY RIGHTS**

The Vendor shall not copy, sell, transfer, assign or otherwise infringe the Intellectual Property Rights of the Purchaser or of the rightful owner of such designs, patterns, drawings, other data (whether in hard or soft form) in the custody of the Vendor pursuant to this Agreement, without the prior written consent of the Purchaser or the rightful Owner, as the case may be. The Vendor shall bear all consequences arising from such infringement and shall indemnify the Purchaser against all claims, liabilities, legal action etc. whatsoever, arising therefrom.

Notwithstanding the above the Vendor shall at all times indemnify the Purchaser from any and all claims made against the Purchaser including and not limited to costs of action pertaining to all intellectual property rights of such equipment/ machinery supplied hereunder .

**17. TERMINATION**

Unless otherwise specified herein an Order can be terminated for the following reasons:

- 17.1. An Order may be terminated by either Party, where the other Party becomes subject of any proceedings for bankruptcy/insolvency or of similar nature, with notice thereof to the other.
- 17.2. In addition to other provisions of termination as herein stated, the Purchaser may terminate the Order in whole or in part at any time without cause by written notice to Vendor.
- 17.3. On the date of receipt of such written notice (the "Termination Date"), Vendor shall immediately cease work, including, but not limited to, the manufacture and procurement of materials and subcontracted items for the fulfillment of the terminated portion of the Order. In the event of termination, the Purchaser and Vendor shall employ their best efforts to agree upon the amount of reimbursement, if any, to be paid to Vendor for such termination, provided however that such expenses shall not exceed the Order Value .

If this Order is for services, Service provider shall mitigate its claim to the maximum extent and Vendor shall be entitled to the actual cost incurred in preparation to perform said services, provided however that such expenses shall not exceed the Order Value .

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An Order, upon its acceptance by the vendor in the manner set out herein, cannot be terminated or cancelled by the Vendor.

**18. WARRANTIES**

Vendor warrants that the Works delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications, are suitable for the purposes intended implied, in compliance with all applicable specifications and free from liens or encumbrance on title, for the period as agreed and specified in the Order, which Vendor shall furnish to the Purchaser. Such warranty shall run both to the Purchaser and its customers.

If this Order is for services, Service provide r warrants that the services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures, for the period provided in Vendor's standard warranty covering the service. Further, Vendor warrants that said services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in the Order.

**19. INDEMNITY**

The Vendor agrees to indemnify, defend, and hold the Purchaser harmless from and against all claims, losses, damages, liability, actions, judgments, costs, and expenses (including , but not limited to , reasonable attorneys' fees and other expenses of litigation), suffered , incurred, or asserted by or against the Purchaser (a) by reason of Vendor's breach of a warranty, (b) by reason of Vendor's breach of any term of the Order or breach of any applicable law, (c) for any and all claims for damage or harm to the environment or (d) by reason of personal injury, including death , or property damage sustained by a third party, resulting from or arising out of an act or omission of Vendor's, or Vendor's agents, employees, or contractors in fulfillment of the Order.

Vendor shall maintain insurance cover against such liabilities as are referred to in Clause 19 and shall provide to Purchaser on demand valid certificates of insurance in respect thereof.

**20. ASSIGNMENT AND SUBCONTRACTING**

Except with prior written consent of the Purchaser, Vendor shall not assign any right or interest in the Order nor delegate any obligation or performance under the Order to any third party. Any unauthorized assignment or delegation shall be null and void .

No subcontracting is permitted under the Order unless otherwise done with the prior written approval of the Purchaser. In the event of any subcontracting of the supply of Works, the Vendor shall be not be relieved of his liability and responsibility undertaken hereunder and shall continue to be bound by these terms & conditions or such other terms & conditions that the Parties have agreed.

Claims for moneys due under the Order may be assigned by Vendor provided that Vendor notifies the Purchaser in writing of such assignment and such a request is duly accepted by the Purchaser. Payment to an assignee shall be subject to set-off or recoupment for any present or future claims which the Purchaser may have against Vendor. Notwithstanding any assignment or claims for moneys due hereunder, the Purchaser reserves the right to make direct settlements and adjustments in price with Vendor under the terms of the Order without notice to any assignee.

**21. REMEDIES**

In the event of a breach of the terms and conditions of the Order by Vendor, the Purchaser shall have all remedies provided by law subject to Vendor's right to collect the Price for Works accepted by the Purchaser. IN NO EVENT SHALL the Purchaser BE LIABLE TO VENDOR'S, VENDOR'S AGENTS, VENDOR'S EMPLOYEES OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE ORDER, WHETHER OR NOT the Purchaser WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL the Purchaser's LIABILITY EXCEED THIS ORDER PRICE.

**22. FORCE MAJEURE**

Except as otherwise provided elsewhere herein, neither the Purchaser nor Vendor shall be liable for any delay or damages due to, occasioned or caused by circumstances or causes beyond its control (hereinafter "Force Majeure") . Force Majeure shall include, but not be limited to, earthquake , flood, explosion, fire, acts of God or public enemy, war, national emergency, invasion, insurrection, riot, strike, lockout or other industrial disputes (except strikes, lockouts and industrial disputes on VENDOR' s premises) or interference by any government, government agency, or other unforeseen circumstances, beyond the control of the party whose performance is affected. The obligation of the Parties hereunder, including the obligation of the Purchaser to compensate Vendor, shall be suspended during the time such causes of Force Majeure are in effect. The party delayed or prevented from performing for any such cause shall do all things reasonably possible to remove such cause and shall resume performance hereunder as soon as such cause is removed. The Party encountering the Force Majeure event shall immediately notify the other Party of the same. In the event the delay due to Force Majeure exceed a period of Fifteen (15) days, the Purchaser will have the

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discretion to cancel the Order hereby made and the Parties shall arrive at a reasonable resolution as to the payments for work done. Delay on the part of sub-suppliers/sub vendors shall not constitute a Force Majeure event.

**23. DISPUTE RESOLUTION**

Any dispute arising out of or relating to these terms and conditions, or breach thereof, shall be first submitted to mediation. If the dispute cannot be resolved within thirty (30) days after such matter is submitted to mediation, then the dispute shall be submitted to Arbitration in Mumbai before a sole arbitrator in accordance with the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof for the time being in force. The proceedings **will** be carried out in English language. Each party shall bear their own cost. The decision of the arbitrators shall be final and may be entered as judgment in any court of competent jurisdiction.

**24. GOVERNING LAW**

These terms and conditions and the terms and conditions of the Order shall be governed by the Indian Laws and Courts in Mumbai shall have exclusive jurisdiction.

**25. NOTICES**

All notices to be given hereunder shall be made in writing signed by the authorized representative on behalf of the Purchaser and the Vendor and sent via facsimile or e- mail addresses on the face of the Order.

**26. CONFIDENTIALITY**

During the course of providing the Works, Vendor may be exposed to and/or will have access to Confidential Information. Vendor agrees that any and all Confidential Information in any form maintained or created, whether documented or electronically stored or otherwise, that Vendor or its officers, employees, agents or sub-contractors may be exposed to, shall at all times during the Vendor's performance hereunder and thereafter remain confidential. Vendor shall not directly or indirectly disclose to any third party any Confidential Information without the prior written consent of Company, nor use any such Confidential Information for its or their benefit. Vendor shall be solely liable for ensuring that Confidential Information shall at all times remain confidential and for all Claims suffered by Company as a result of a breach by Vendor of this obligation. If required, Company may, in its discretion, require Vendor to execute written confidentiality agreements in favor of Company.

**27. INDEPENDENT VENDOR**

Purchaser and Vendor expressly acknowledge and agree that Vendor is an independent contractor with respect to the performance of its obligations under this Order. Vendor has the authority to control and direct the performance of the details of the provision of the Works to be provided here under and Purchaser is interested only in the result obtained by Vendor . Purchaser has the general right of inspection, consultation and supervision provided herein in order to secure the satisfactory completion of any of the Works to be provided. Neither, Vendor or any member of Vendor Group shall be deemed an employee or act as agent or employee of Purchaser.

**28. SEVERABILITY**

If any portion of this document is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction then such portion will be deemed to be struck off and the remainder shall continue in full force and effect.

**29. BOOKS & RECORDS**

Vendor agrees to maintain books, records and accounts in accordance with general accepted accounting principles applied on a consistent basis and to retain same for a period of not less than five years after completion of the execution of this Agreement. The Purchaser, or its authorized representative shall have reasonable access, with prior consent of the Vendor, to books and records maintained by Vendor related to any work and the services performed under this Agreement and shall have the right to audit such books and records at any reasonable time at the cost and expense of the Purchaser.

Unless specifically agreed to otherwise by the Purchaser and the Vendor, these terms and conditions supersede all previous negotiations, Agreements, Terms & Conditions, if any submitted by the Vendor in any proposal or acknowledgment.

**30. PERFORMANCE BOND**

Incase requested by the Purchaser, the Vendor shall submit at the execution of this Agreement a Performance Bond in the form of a Bank Guarantee in a sum equivalent to Ten (10) percent (or such higher percent as may be required by the Purchaser) of the Price issued by an Bank acceptable to the Purchaser, valid up to the expiration of the period of warranty, guaranteeing the performance of the Works.

**31. EFFECTIVE DATE**

Unless otherwise agreed, this Order shall be effective from the date of the Order.

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32. GREATSHIP's COMMITMENT TO THE HSE

*All Vendors' personnel must board the Purchaser's assets only after donning proper and fit-for-use personnel protective equipment. While on board Purchaser's assets, all Vendors' personnel must comply with the Company's Safety and Integrated Management Systems, without exception.*

*Any waste produced or occurring as a consequence of a Vendor's scope of work shall be the responsibility of and be appropriately disposed of by the Vendor, which term includes and is not limited to any and all Sub-contractors, Service providers and Workshops. Disposal shall be in accordance to the relevant legislation, Purchaser standards and best practices, for hazardous as well as non-hazardous waste. This will include packing materials, waste material, containers, e-waste etc.*

*The contracted Vendor shall, at all times, restore the space on land or on board the Purchaser's assets used or affected by the Vendor's activity under this contract. This will include removal of the Vendor's equipment, surplus materials and waste to the satisfaction of the Master of the Vessel/ Purchaser's Representative.*

*The contracted Vendor shall minimize nuisance or disturbance or interference to the community caused due to the activity of the Vendor under this Contract.*

End of Clauses