

CUSTOMER CONTRACT REQUIREMENTS
P-8I Supply Order
CUSTOMER CONTRACT SM_2018_A_P_C_0018

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

A. Penalty for Use of Undue Influence

Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of Buyer or Buyer's Customer, or otherwise in procuring Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle Buyer to cancel the contract and all or any other contracts with Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of any Bank Guarantee (if applicable) and refund of the amounts paid by Buyer.

B. Agents/Agency Commission

Seller confirms and declares to Buyer that Seller is the original manufacturer of the Goods/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the prime contract to Buyer or this subcontract to Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. Seller agrees that if it is established at any time to the satisfaction of Buyer and Buyer's Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by Buyer or Buyer's Customer that Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract, Seller will be liable to refund that amount to Buyer. Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to Seller who shall in such an event be liable to refund all payments made by Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer, or in the case of Buyer's Customer, the Government of India.

C. Access to Books of Accounts

In case it is found to the satisfaction of Buyer and Buyer's Customer, that Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

D. Non-disclosure of Contract Documents

Except with the written consent of Buyer, Seller shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

E. Diminishing Manufacturer Source

In the event the original parts or suitable parts are not available, Seller will notify Buyer and work together with Buyer to propose a solution. Any changes will be made in accordance with the Changes clause of the General Provisions.