

SALE AND PURCHASE AGREEMENT

BUYER'S REF: XXXXXXXXXXXX)

This Sale and Purchase Agreement made on XX day of XXXX (Month) 2015 by and between:

XXXXXX, a Company duly incorporated in India under the Companies Act, 1956 and having its registered office at XXXXXXXXXXX – Pincode XXXX and having one of its Units, 'XXXX' located at XXXXXX – Pincode XXXX, XXXX, India (hereinafter referred to as the “**Buyer**” which expression shall include its successors and permitted assigns) of the one part;

and

XXXXXXXXXX, a company incorporated under the laws of XXXXXXXXX, with its principal offices at XXXXXXXXXXXXXXX (hereinafter referred to as the Seller which expression shall include its successors and permitted assigns) of the other part.

The Seller and the Buyer shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”;

WHEREAS the Buyer has primarily set up a XXXXX.

Whereas the Buyer desires to have has regular supply of quality non-coking coal at its Thermal Power Plant site in order to generate and maintain uninterrupted and round the clock power supply to its in-house requirements and other external sales

AND WHEREAS the Seller represents that it deals into supply of non-coking coal and is in a position to supply the desired quality and quantity of coal to the Buyer;

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS:

- a) **ASTM** – means ASTM International, formerly American Society for Testing and Materials
- b) **INCOTERMS 2010** – means International Commercial Terms, 2010 as formulated by the International Chambers of Commerce (ICC) and any amendments thereafter.
- a) **FOBT** means Free on Board in accordance with Incoterms 2010, Trimmed in BUYER'S vessel at the Loading Port.
- b) **ADB-** means Air Dried Basis; **ARB** – means As Received Basis – with respect to test data evaluated relative to moisture in samples without conditioning.
- c) **SWAD** – means Salt Water Arrival Draft
- d) **SW** – means Salt Water
- e) **ETA** – means Expected Time of Arrival of the vessel / ship
- f) **SRCC** – means The Safety, Rehabilitation and Compensation Commission
- g) **GCV (arb)/ GAR** – Gross Calorific Value (as received basis)
- h) "**Laytime**" means time allowed to load the cargo on to the vessel.
- i) "**IIA**" or "Independent Inspection Agency" shall means International reputed mutually accepted Independent Inspection Agency.
- j) "**Demurrage**" means the amount payable or allowed by Seller to Buyer for Seller's unexcused failure to load a Vessel within the allowed Laytime.
- k) "**Despatch**" means the amount payable or allowed by Buyer to Seller for loading the Vessel prior to the termination of the allowed Laytime.
- l) "**Major Indonesian Holidays**" means Independence Day (1 day), Idul Fitri (2 days), Idul Adha (1 day), Good Friday (1 day), and Christmas Day (1 day) and any other port declared holidays.
- m) "**Notice of Readiness**" means a written notice tendered by the master of a Vessel or his agent(s) to the effect that the Vessel is in all respects ready for loading Coal.
- n) "**SHINC**" means Saturdays, Sundays and holidays included, other than Major Country Specific Holidays at loadport
- o) **Weather Working Day** means day of 24 consecutive hours on which work in loading coal on board a vessel shall be carried out without loss of time due to the weather.

2. MATERIAL:

Steam Coal (Non Coking) of XXXXX Origin In Bulk, from XXXXX Mine located at XXXXXX (herein after for the sake of brevity referred as 'Coal').

3. QUALITY SCHEDULE:

The Coal to be delivered by Seller shall confirm to the following specifications:

As mentioned in Annexure 1

4. QUANTITY:

As mentioned in Annexure 1

5. LAYCAN & LOADPORT:

The Loading Laycan for the Coal to be shipped under this Agreement at the Load Port of XXXX, Country XXX shall be XXXXXXXX 2015.

6. DELIVERY :

The Seller shall deliver Coal onboard the Vessel alongside at Loading Port as per specified laycan of this Agreement.

7. PRICE:

The Basic Price of Coal sold and supplied under this Agreement shall be US\$ XXXX(XXXXX United States Dollars Only) Per Metric Ton FOBST XXXXXXXX, Basis XXXX Kcal/Kg GCV (ARB), with Fractions Pro Rata.

8. THE BASE PRICE ADJUSTMENT:

The Base price payable for the Coal shall be adjusted taking into account any deviation of the actual **Gross Calorific Value (ARB)**, determined pursuant to the Clause 9 herein after given, either above or below the specification of XXXX kcal/kg in accordance with the following formula.

$$\text{Adjusted Price} = \text{USD XX PMT} \times \frac{\text{Actual GCV (arb) kcal/kg}}{\text{XXXX kcal/kg}}$$

The Coal supplied under this Agreement shall be subject to rejection at the sole cost and

consequences of the Seller if the GCV (ARB) is reported less than XXXX Kcal/Kg.

Prorate premium for GCV(ARB) to be restricted to XXXX kcal/kg (200 kcal/kg from Typical) and if the actual GCV (ARB) is more than XXXX kcal/kg (200 kcal/kg from Typical), the actual GCV (ARB) shall be deemed to be XXXX kcal/kg (200 kcal/kg from Typical) for purposes of calculating the price adjustment.

9. SAMPLING/ ANALYSIS / UMPIRE ANALYSIS:

9.1 SAMPLING:

All sampling will be carried out in accordance with ASTM Standards.

A. LOADPORT:

Sampling and analysis of the Coal should be carried out at the time of loading the cargo onto the vessel by an internationally reputed Independent Inspection Agency (IIA) appointed by the Seller. The costs of draft survey and sampling and analysis at loading port shall be on Seller's account. The certificate of sampling and analysis so determined shall be considered for the provisional 90% payment, as per Clause 11 of this Agreement, for the quality of cargo loaded onto the vessel and dispatched. The Seller shall ensure that, the Seller appointed IIA shall perform an analysis of the characteristics specified in Clause 3 of this Agreement and issue a Certificate of sampling and Analysis certifying the results of such analysis.

Seller IIA should provide an addendum certificate to reflect Ultimate analysis, Ash analysis, NCV, HGI, AFT for buyer's reference purpose and to be sent directly to the Buyer and shall not be a part of payment document.

The Buyer has the right to appoint own representative(s) or Buyer's appointed independent inspection agency to witness the loading, draft Survey, Sampling and Sample preparation of each subplot samples, composite sample and umpire sample performed by Loading Port IIA at Load port at Buyer's cost. The Seller appointed IIA should handover each sub-lot samples & composite sample of the shipment to Buyer appointed IIA for Buyer's own reference and private analysis purpose only.

The IIA appointed by the Seller shall carry out representative sampling at the time of loading onto the vessel in accordance with ASTM standards. In case of loading the cargo from the barges minimum number of increments to be maintained by the Seller IIA for

the sample collection of General analysis and Total Moisture. Each representative sublots and composite sample (4.75 mm) shall be divided into three parts: one set being the shipment analysis sample (the "Shipment Sample"), and the second set being the Buyer's Sample (the "Buyer's Sample") and the third set being the Umpire sample (the "Umpire Sample"). These samples shall be clearly labelled (including without limitation sample and container weight) and kept in air tight sealed containers.

The Buyers representative shall witness the sample preparation of the umpire samples and shall sign & seal upon the composite Umpire samples along with Seller IIA & shall take photographs of the sealed Umpire samples.

B. DISPORT

Quality Analysis shall be carried out by Independent Inspection Agency (IIA) appointed by the Buyer. IIA shall carry out the sampling at the time of cargo (Coal) unloading from the vessel at discharge port.. Buyer shall have the right to appoint another independent inspection agency to witness and to carry out the sampling operations at the port of discharge for its own convenience

If the difference between the disport result for GCV (ARB) and the loadport result is greater than inter laboratory reproducibility limits (than 61 kcal/ kg in case of GCV (ARB)), with GCV(ARB) of disport is on the lower side compared to loadport GCV(ARB), then the Certificate of Sampling and Analysis released by SGS at discharge port would be considered as final for quality for GCV (ARB), else the loadport results will be considered as final for quality for GCV(ARB).

9.2 UMPIRE ANALYSIS:

In the event that either Party wishes to challenge the result of any analysis made at the Loading Port or discharge port, it shall do so within 90 (ninety) days from the date of Bill of Lading ("BL") i.e. the date of completion of loading of the Vessel. The Umpire sample to be preserved in good air tight sealed condition for dispatch to umpire laboratory even after 90 days, if the intimation from either party is provided within 90 days from BL date

In such event the Umpire Sample (Either loadport or discharge port) shall be sent to mutually acceptable internationally recognized independent commercial laboratory (the "Umpire Laboratory"). Laboratory shall perform analysis of the specifications for the parameters requested by the Party called for Umpire analysis, and issue a certificate (the "Umpire Certificate") certifying the result of such analysis.

If the difference between results on challenged Certificate of Sampling & Analysis and Umpire Certificates is greater than the inter laboratory reproducibility (61 kcal/ kg in case of GCV (ARB)), with umpire certificate results on lower side, then Umpire certificate shall prevail, else challenged Certificate of Sampling & Analysis results shall prevail as final and binding.

Either party can challenge for Umpire analysis and the costs of the analysis of the Final Umpire sample by Umpire Laboratory, shall be borne by the Party whoever has lost upon challenging the results of Final certificate of sampling and analysis.

10. WEIGHT DETERMINATION:

The weight of the Coal cargo loaded onboard the vessel shall be determined at the loading port using draft surveys. The draft surveys shall be conducted by Independent Inspection agency. The Independent Inspection agency (IIA) shall provide the corresponding Certificate of Weight for the shipment at loading port. The weight so determined shall be final and binding upon Seller and Buyer for the purpose of this Agreement, and shall form the basis of settlement. The costs of weighing (including, without limitation, the costs of the marine surveyor) shall be for the Seller's account.

11. PAYMENT:

Payment shall be made through an Irrevocable Letter of Credit (LC) payable at 90 days after B/L date. All charges within India for establishing such LC shall be borne by the Buyer. All charges outside India for negotiating such LC shall be borne by the Seller. LC to be opened by the Buyer from a first class bank in favour of Seller four (4) days prior to the arrival of the vessel at loadport.

Provisional payment of 90% of the value of the Coal supplied shall made by the Buyer based on load port independent inspection agency's (IIA) quality report and draft survey report, appointed by the Seller, as per Clause 9.1 (A) and 10 above, after making the price adjustments as per Clause 8 above, on submission of documents stipulated in the LC.

The Final 10% balance amount payable to the Seller or recoverable by the Buyer for the Coal cargo supplied under this Agreement shall be determined as stated in Clause 9.1(B) against the documents stipulated in the LC.

PROVISIONAL PAYMENT:

Aforesaid 'Provisional Payment' shall be paid at sight under the LC against presentation of the following original documents:

1. 3/3 original clean on board and non-negotiable Bill of Lading marked freight payable as per charter party, and notifying as per details provided in the L/C, made out "To Order" and blank endorsed. Short form, freight forwarders and lash bills of lading not acceptable.
2. One (1) Original + three (3) Original Copies of draft survey report issued by IIA at loadport.
3. One (1) Original + three (3) Original Copies of Certificate of origin issued by IIA at loadport.
4. One (1) Original + three (3) Original Copies of certificate of weight issued by IIA at loadport.
5. One (1) Original + three (3) Original Copies of certificate of sampling & analysis issued by IIA at loadport.
6. Commercial invoice in triplicate for 90% of the FOBT value after making price adjustments for quality in accordance with Clause 8 basis the analysis and weight determined at the loading port as per Clause 9 and 10 above.
7. One Triplicate original copy of Certificate of Origin issued by Source country government .
8. Beneficiary certificate stating that non negotiable copy of documents such as Bill of Lading, Certificate of Origin form AI, Certificate of Sampling and Analysis, Draft Survey Report and Certificate of Weight have been emailed to Buyers email id within 5 (five) days from date of Bill of lading.
9. Split BL's are allowed & Buyer to provide split details at the time of vessel nomination. In that case all other documents will have full loaded quantity of the Vessel.

In case of Indonesian cargo, Seller shall send original Asean-India Free Trade Area Preferential Tariff Certificate of Origin (Form A1) for this shipment cargo to the Buyer's postal address directly as soon as it is received from the Government Agency.

FINAL PAYMENT:

Final payment shall be made under the letter of credit against presentation of the following documents:

1. One (1) Copy of Certificate of sampling & analysis issued by SGS India Private Limited at Discharge port.
2. One (1) Original + three (3) Original Copies of certificate of weight issued by PT Geoservices at loadport.
3. A copy of Certificate of sampling & analysis issued by PT Geoservices at loadport

- port.
4. Final commercial invoice in triplicate on the FOBT adjusted price on the basis of GCV(ARB) reported by either (a) the certificate issued at discharge port by SGS India Private Limited will be considered if the difference in GCV(ARB) between loadport and disport is greater than or equal to 61 kcal/ kg and with discharge port GCV(ARB) on the lower side or (b) the certificate issued at loadport by PT Geoservices, if the difference in GCV(ARB) between loadport and disport is less than or equal to 61 kcal/ kg minus Provisional 90 % payment.

Demurrage/ Despatch earnings to be settled outside LC through credit/debit note as per the mutually agreed laytime calculations.

12. MARITIME CONDITIONS:

12.1 NOMINATIONS:

Not less than seven (7) days prior to the ETA of the vessel, the Buyer shall notify the Seller of the following details in writing:

Name of the Vessel or "TBN";

- Vessel Owner, manager and builder;
- Flag of the Vessel;
- Nationality of the ship's officers and crew;
- Previous Vessel's name (if applicable);
- Vessel type;
- Whether Vessel has gearing;
- Vessel class (and any changes since building);
- Age of Vessel;
- Vessel size (inclusive deadweight);
- Vessel's dimensions (inclusive length overall, beam, draught, moulded depth);
- Vessel's hatch dimensions and holding capacity;
- the applicable rates of Demurrage and Despatch
- the ETA of the vessel at the Load Port.

The Seller shall accept or reject the nominated vessel by notice in writing to the Buyers within twenty four (24) hours of receipt of the vessel's particulars from the Buyers. Buyer may substitute the nominated Vessel not less than five (5) days before the ETA of the earlier nominated Vessel.

12.2 NOTICE OF READINESS

Notice of Readiness (NOR) to load the Coal shall be tendered in writing (e-mail,

facsimile, telex) or by radio upon the vessels arrival at the Loading Port / Anchorage Point ATDNSHINC. Vessel Owners shall cause the Notice of Readiness to be tendered by the Master of the vessel day or night SHINC to the Port Authority and the Seller, via Port Agent, when the vessel (i) has arrived at the Port of Shipment and (ii) is in all respects ready to load the Coal at the Port of Shipment, whether the vessel has arrived at its designated berth at the Port of Shipment or not, when it is in free pratique, when holds are cleaned and when customs is cleared and when it has completed all other administrative port arrival procedures.

12.3 LAYTIME

Laytime shall commence Twelve (12) hours after the vessel tenders NOR unless sooner commenced.

Time lost by the following causes shall not count as laytime:

- a) Loading interruption due to bad weather such as rains/wind etc.;
- b) Any time lost due to Initial, final and intermediate draft checks;
- c) Any time lost if loading has been interrupted due to insufficient ballast pump capacity in relation to loading rate;
- d) Any time lost as a result of breakdown, inefficiency, repairs or any other inability of the vessel to load the Coal;
- e) Delays due to breakdown of the vessel's loading equipment(s), ballasting equipment(s).
- f) Any time taken for shifting the vessel from anchorage or pilot on board whichever is earlier, until vessel is all fast alongside the designated berth/or anchorage and ready in all aspects to load

Loading interruptions which result in time lost in loading the Vessel as a result of the Seller's actions shall always count as lay-time and shall include but are not limited to the following:

- (a) Time lost due to waiting at the Load Port or anchorage for delivery of the Seller's Coal for loading into the Vessel;
- (b) Time lost due to the unavailability of stevedore labour or equipment at the coal terminal or anchorage;

Once the vessel is on demurrage, she will always remain on demurrage and all time lost shall continuously count as laytime.

Incase if the exports are from Republic of Indonesia, Seller should ensure that it holds the Registered Exporter Certificate (ET) and Recommendation Letter from DJMB (Directorate General of Mineral and Coal) Indonesia to export coal from Indonesia. In case of any delay

due to the non availability of ET, all time lost due to vessel waiting at loadport is onto seller's account.

After completion of final draft survey at loadport , seller to be allowed maximum 6 hours to complete the export permit document (PEB). If after that vessel is further delayed in sailing from the port of loading because of waiting export permit document (PEB) , then all time after the 6 hours upto completion of export permit document (PEB) (Documents to be onboard) shall be counted on Sellers account.

12.4 STEVEDORING DAMAGE

The Seller shall arrange for a loading berth at loadport and shall load and trim the cargo on board the vessel free of risk and expense to vessel, but always under the supervision of the Master. Claims for damages caused to the vessel by stevedores, if any, are to be settled between ship-owners and stevedores directly. The stevedores although appointed by the Sellers/shippers or their agents, are under the direction and control of the Master and are deemed to be servants of the owners. Such claims to be presented by the Master, in writing within twenty four (24) hours after the damage has been sustained or as soon as possible thereafter, but not after the vessel sailed from the loadport. Master to provide the damage report if any at loadport/disport. Any claim for the damage to the vessel occurring during loading or at any time during the voyage through improper or negligent stowage of the cargo to be settled directly between owners and stevedores. Buyers will extend cooperation and coordination to the extent reasonable and possible under given circumstances.

12.5 LOADING RATE

Loading rate shall be XXXXX Metric Tones Per Weather Working Day, Sundays and Holidays included (PWWDSHINC) except Major **Source Country** Holidays. In case vessel is loaded during any of Major **Source Country** holidays, the actual time used to load to count as laytime. All costs of loading of the cargo on board the vessel, including taxes and dues applicable at the load port shall be borne by the Seller.

Incase of any other country source, specific clauses to be added.

12.6 DEMURRAGE AND DESPATCH

Demurrage and despatch earning rates at loadport port (demurrage, half despatch) to be advised at the time of vessel nomination. All demurrage or dispatch shall be settled within 5 working days after laytime statement is mutually agreed with supporting documents, like Notice of Readiness, Statement of Facts and time sheets.

12.7 DEAD FREIGHT:

The Owner/Master/Agents of the vessel nominated to Seller by Buyer shall declare the stowage plan to the Seller/their agents by e-mail/fax, prior to arrival of vessel at loading port. Once the stowage plan is declared, the Seller shall load Coal as per the quantity declared in the stowage plan. For any short quantity loaded, the Seller shall pay dead freight which shall be calculated by multiplying the short quantity by the freight of the vessel nominated to the Seller.

13. REJECTION:

The Coal with GCV (ARB) below XXXX kcal/kg (the rejection limit), shipped under this Agreement, shall be liable to be rejected with no liability upon the Buyer. Coal is also subjected to rejection in case of any of the other parameters mentioned in the Clause 3 goes beyond the rejection limit as specified there under.

With respect to a Shipment of Coal that is liable for rejection as above, if the Buyer elects to accept the Shipment and notifies the Seller or where the Buyer fails to comply with the above requirements of prompt indication of rejection, Parties shall in good faith negotiate to settle the treatment of the particular Shipment, including agreeing a fair and reasonable settlement price in respect of the rejected Coal ("Reject Coal Agreement"). In case of rejection of Coal, subject to Buyer's confirmation, the Seller shall be deemed to pay a penalty over and above the regular penalty paid by the Seller as per the basic price adjustment elaborated under Clause 8 of this Agreement. This additional penalty shall be levied on Seller by the Buyer due to Seller's inability to supply the contracted quality Coal to the Buyer and this penalty is calculated based on the loss incurred by the Buyer due to the non-supply of the said quality of Coal by the Seller.

If a Reject Coal Agreement cannot be agreed by the Parties within a reasonable time frame, in any event not later than 20 days from commencement of negotiations, the matter shall be referred to arbitration for a final and binding decision.

14. TAXES / DUTIES:

Any duties / levies, licences and taxes connected with the export of the Coal from the country of origin shall be for Seller's account. Seller shall comply with all applicable laws including export laws for effecting Coal Supplies under this Agreement at his sole risk and cost. The Seller further represents that they have complied with all applicable laws, Rules and Regulations or Schemes or Directions or Orders and have not violated any law by entering into this Agreement.

Any duties / levies, licences and taxes connected with the import of the Coal into India shall

be for Buyer's account.

15. TITLE & RISK OF LOSS:

The Seller warrants that it has full title to all Coal to be sold pursuant to the Agreement, free and clear of any claim and encumbrances of whatsoever nature. Title to and all risks of loss or damage to all Shipments purchased and sold pursuant to the Agreement shall pass to the Buyer at the time the Coal passes the ship's rail at the Load Port.

16. FORCE MAJEURE:

The Seller shall not be liable to the Buyer nor shall the Buyer be liable to the Seller for any delay, interruption or failure in the performance of obligation if such delay, interruption or failure in the performance of obligations hereunder is due to or results from any Acts of God viz., fire, flood, storm, earthquake, tempest, embargoes and/or any circumstances beyond the control of any Parties, viz., war (whether declared or undeclared), blockade, revolution, riots, insurrection, mobilization, civil commotion, strike, lockout, public enemies, governmental restrictions or control on imports, exports or foreign exchange.

In the event that a delay, interruption or failure occurs or is likely to occur, the Party directly affected shall promptly notify the other Party by fax of particulars of the relevant event and the estimated tonnage to be affected thereby and supply if possible supporting evidence. The party so affected shall make its best efforts to remove the cause of the delay, interruption or failure and to resume with the least possible delay in compliance with its obligations under this Agreement.

If the period of the force majeure event is equal to or exceeds three (3) months from the date after receiving notice of the occurrence of a force majeure event, and so long as the force majeure event is continuing, either party may, in its sole discretion and by written notice, terminate this Agreement, in the case of multiple deliveries under this Agreement, terminate the affected deliveries. Upon termination in accordance with this Clause, neither Party shall have any further liability to the other in respect of this contract or, as the case may be, the terminated deliveries except for any rights and remedies previously accrued under the Agreement, including any payment obligations.

Upon removal or resolution of the cause of the delay, interruption or failure the party so affected shall notify the other Party by fax of such removal or resolution and of the tonnage affected, deliveries that otherwise would have been made under this Agreement during any period in which performance by any Party is so prevented shall be made up as soon as practicable, unless such delivery is cancelled by mutual agreement.

17. ARBITRATION & APPLICABLE LAW:

This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration by an Arbitration Tribunal at Singapore in accordance with the rules of Singapore International Arbitration Centre (SIAC) current at the time when the arbitration proceedings are commenced.

The tribunal shall consist of three (3) arbitrators. Each Party shall appoint one arbitrator and such appointed arbitrators shall appoint the third arbitrator. If the two appointed arbitrators fails to agree on the third arbitrator, then the presiding Arbitrator shall be appointed as per SIAC norms. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

The language of the arbitration shall be in English. The place of arbitration shall be Singapore. Part I of the Indian Arbitration and Conciliation Act, 1996 is hereby excluded

18. ASSIGNMENT:

Neither Party shall assign the whole or part of their rights and obligations hereunder directly or indirectly without the prior written consent of the other Party, except that Seller may assign this Agreement and/or any of its right to any affiliated or nominee company upon giving written notice to Buyer.

19. LIABILITIES:

Timely delivery and adherence to agreed quality parameters will be the essence of the contract and Seller shall be liable for any breach in this respect. Seller's liabilities will be to the extent agreed in the aforesaid Clauses of the Agreement.

Buyer will be responsible for the release of payment as per terms and conditions. In case of any breach of Agreement, the Buyer has the right to claim damages in addition to procurement of alternate cargo and a claim for any consequential losses. Each Party hereby waives the right to contest such payment as void or unenforceable, as amounting to a penalty or otherwise.

20. RISK PURCHASE:

If the Seller fails to adhere to the quality norms, delivery schedules and other terms and conditions contained in this Agreement for sale of Coal and if no agreement is reached on the revised delivery schedule maximum up to 15 (Fifteen) Business Days, then Buyer shall have the liberty to procure the material from an alternate source at the Sellers risk and

cost, and the Seller shall be liable to make good the loss incurred by Buyer in this process.

Similarly, if Buyer fails to adhere to the payment terms of this Agreement for purchase of Coal, and if no agreement is reached on the revised delivery or payment schedule maximum up to 15 (Fifteen) Business Days, then Seller shall have the liberty to sell the material to an alternate customer at Buyer's risk and cost, and the Buyer shall be liable to make good the loss incurred by Seller in this process.

21. TERMINATION

In the event that either party:

- a) Commits a breach or default of the condition of this agreement which once notified by the other party is not remedied within 7 days of such notification, or
- b) Should go into liquidation or if a receiver of the undertaking and assets (or any part thereof) of either party should be appointed, or if either party should become bankrupt or insolvent or should enter into an arrangement or a composition for the benefit of its creditors or in similar procedures as per applicable law or
- c) Commits any breach of law, regulations or rules which impact on the legality of or avoid the contract or the performance of any obligation under the contract, or

the other party may, by written notice, terminate the agreement without prejudice to any right of action or claim accrued before the termination and/or on account of such termination.

21. WARRANTIES:

Except for the warranty of title, no conditions or warranties express or implied, of merchantability, fitness or suitability of the material for any particular purpose or otherwise, are made by Seller other than that the material conforms, within any tolerances stated, to the descriptions stated herein.

22. MISCELLANEOUS:

This Agreement shall not be deemed to give rise to a partnership, joint venture or agency, and neither party shall have authority to obligate the other without written consent of the other party.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Neither Party shall assign or otherwise dispose of any interest or obligation under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

This Agreement represents the entire agreement of the parties respecting the subject matter hereof and may not be altered, amended or varied except by a writing signed by both Parties hereto.

No waiver by a party of any breach of contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement. Any and all implied warranties concerning any material sold hereunder waived to the fullest extent permitted by law.

23. NOTICE:

All Notices to Buyer under this Agreement shall be addressed to:
XXXXXX
Fax: XXXXXX
email: XXXXXX
CC: XXXXXX

All Notices to Seller under this Agreement shall be addressed to :

Contractual & Operational Matters:
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXX
Telephone: +XXXXXXXXXXXX
Facsimile: +XXXXXXXXXXXX
Email: XXXXXXXXXXXXXXX

The address and / or phone/ facsimile number as given above of respective Party may be change, In such instances, notice of such change shall be given in writing and shall be effective when actually received by the addressees.

All notices by Buyer and Seller, as the case may be, as well as correspondence in connection with this Agreement shall be deemed to have been duly given by Buyer/Seller upon having been sent by telefax, or four days after having been mailed by registered letter, to the addresses first set forth above.

24. SEVERABILITY

Any provision or any part of any provisions in this Agreement which is illegal, void or unenforceable shall be severable provided that the rights and/or obligations and/or liabilities of the parties hereunder are not substantially altered thereby. Following any

such severance this Agreement shall be read and construed as if such severed provisions were not contained herein.

25. ENTIRE AGREEMENT:

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and all proposals, negotiations, and representations with reference thereto are merged herein.



The contents of this Agreement should be kept confidential and shall not to be disclosed to any third party. However, the parties are hereby allowed to disclose all or any information to any regulatory authority or statutory/ legal/judicial/quasi judicial/administrative body whenever required. Besides, information which are already public or is known to the outside world will not be considered confidential for this purpose.

27. ANTI-BRIBERY AND CORRUPTION

In connection with the Agreement, each Party warrant to the other Party that neither they nor their employees, agents or representatives have given, offered, promised or authorised and shall not give, offer, promise or authorise anything of value, directly or indirectly, to a government official or any other person to influence or reward official action; to influence or induce a person to perform his or her work duties disloyally or otherwise improperly; or to reward a person for doing so. Each Party shall comply with all laws applicable to that Party relating to anti-corruption, including the anti-corruption laws of any country in which any activities or obligations arising under the Agreement have been or are to be performed.

Further, if at any point of execution of this Agreement, the Seller comes through any demand, request for gratification, favour, etc. Seller shall promptly report the same to the Buyer's Whistle Blower email ID at: XXXXXXX@vedanta.co.in

28. RIGHT OF THIRD PARTIES:

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

29. ANTI COMPETITIVE BEHAVIOUR:

Each party hereby warrants to the other party that, as at the date of the Agreement and on each subsequent occasion it performs obligations under the Agreement, it has not engaged in any Anti-competitive Behaviour in relation to the potential or actual terms and conditions of Contract to be agreed or as agreed in relation to the Material, including but not limited to the amount paid for the Material, any level of volume discount or any other credit terms. "Anti-competitive Behaviour" means any communication (by any means, whether electronic, written, oral or otherwise), agreement (by any means, whether formal, informal, contractual, non-contractual, written or oral) or other form of coordination or cooperation with any other competitor (whether past, present or potential) that is unlawful or otherwise restricted or prohibited under applicable competition laws and regulations.

30. SUPPLIER CODE OF CONDUCT

The Seller acknowledges that it has reviewed the Buyer's Supplier Code of Conduct ("Code") and agrees that all of their activities shall be conducted in accordance with the Code. The Buyer may from time to time carry out an audit or other checks on Code compliance either performed by itself or any third party and Seller shall respond promptly to requests from the Buyer for information relating to compliance with the Code by it.

31. COUNTERPARTS:

This Agreement may be executed in two counterparts each of which shall be deemed an original and all of which when taken together, constitute one and same document. The signature of any Party to any of the counterparts shall be deemed a signature to this Agreement.

32. DECLARATION BY SIGNATORIES:

Each signatory to this Agreement declares and confirms that they have been duly authorised by the competent authority/authorities of their respective companies to negotiate, finalise and enter into this Agreement. The respective Companies on whose behalf this Agreement has been signed unequivocally undertakes to abide and honour all terms and conditions of this Agreement without any demure, protest and delay under all circumstances.

IN WITNESS whereof the duly authorized representatives of the parties have signed on the day, month and year first above mentioned.

For And on Behalf of
XXXXXXXX

For And on Behalf of
XXXXXXXX

Authorised Signature

Name:

Title:

Authorised Signature

Name:

Title:

Note:*

This draft contract is only for discussion purpose, and final contract will take into account of any specific Loadport and Disport shipping terms if any.

DRAFT