

STANDARD TERMS AND CONDITIONS OF PURCHASE
CHW FORGE PRIVATE LIMITED

PREAMBLE

These Standard Terms and Conditions of Purchase ("STCP" or "Terms") are issued by CHW Forge Private Limited, a company incorporated under the Companies Act, 2013, having its registered office in Ghaziabad, Uttar Pradesh (hereinafter "Buyer" or "CHW"). These Terms shall form an integral and binding part of every Purchase Order ("PO") issued by CHW and shall govern all procurement transactions with Suppliers unless explicitly superseded in writing by an authorised representative of CHW.

These Terms have been drafted to achieve: (a) clear allocation of risk between the Buyer and Supplier; (b) protection of CHW's quality, delivery, and financial interests; (c) compliance with Indian laws including the Indian Contract Act 1872, the Sale of Goods Act 1930, the MSMED Act 2006, the Arbitration and Conciliation Act 1996, and applicable GST legislation; and (d) alignment with international best practices in industrial procurement.

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In these Terms, unless the context otherwise requires:

- "Buyer" means CHW Forge Private Limited and its authorised representatives.
- "Supplier" means any person, firm, company or entity supplying Goods or Services under a PO issued by CHW.
- "Goods" means all products, materials, components, machinery, and equipment described in the PO.
- "Services" means all services, works, consultancy, testing, or inspections described in the PO.
- "PO" means the Purchase Order issued by CHW, incorporating these Terms.
- "Contract" means the PO together with these Terms, any agreed Specifications, Drawings, QAP, and Schedule of Requirements.
- "Specifications" means all technical requirements, TDCs, drawings, standards, and quality plans applicable to the Goods/Services.
- "Delivery Date" means the date(s) specified in the PO for delivery of Goods/Services.
- "LD" means Liquidated Damages as specified in Clause 11.
- "Force Majeure Event" has the meaning given in Clause 13.
- "Defect" means any failure of Goods or Services to conform to the Specifications or warranty obligations.
- "Confidential Information" includes all technical, commercial, financial, or proprietary data disclosed by CHW.

1.2. Interpretation

- The singular includes the plural and vice versa.

- Headings are for convenience and shall not affect interpretation.
- References to statutes include amendments thereto.
- In case of conflict between the PO and these Terms, the PO shall prevail unless these Terms expressly state otherwise.

2. PURCHASE ORDER — ISSUANCE, ACCEPTANCE AND MODIFICATION

2.1. Issuance

A valid PO must be in writing and signed by an authorised signatory of CHW. If P.O. is sent by Email, then no signature is required.

2.2. Acceptance and Acknowledgement

The supplier shall review and sign the duplicate copy of the Purchase Order as acknowledgment of acceptance or confirm acceptance by Email and return it within 12 working hours. Failure to do so shall be deemed acceptance of the Purchase Order.

2.3. Conflicting Terms

Any terms proposed by the Supplier in any quotation, acknowledgement, or correspondence that conflict with or add to these Terms shall be of no effect unless expressly accepted in writing by an authorised representative of CHW.

2.4. Modification by Buyer

CHW may, by written notice, amend, modify, suspend or cancel the PO in whole or in part at any time. The Supplier shall implement such changes promptly. Where a modification results in increased or decreased cost or time, the parties shall negotiate an equitable adjustment in good faith within fifteen (15) days.

2.5. Supplier Cancellation

The Supplier shall not cancel, suspend, or unilaterally vary the PO without prior written consent of CHW. Unauthorised cancellation shall entitle CHW to recover all additional procurement costs, losses, and consequential damages incurred.

3. SCOPE OF SUPPLY

- 3.1. The Supplier shall supply Goods/Services strictly in accordance with the PO, Specifications, approved Drawings, QAP, and all documents listed in or attached to the PO.
- 3.2. No assumptions shall be made by the Supplier regarding scope. Any ambiguity must be resolved in writing with CHW prior to commencement of work.
- 3.3. Any deviation from the agreed scope, specifications, or drawings must be approved in writing by CHW's authorised technical or commercial representative before implementation. Unapproved deviations shall be grounds for rejection.
- 3.4. The Supplier shall be responsible for identifying and communicating any errors or conflicts in Specifications to CHW promptly upon discovery.

4. PRICES, TAXES AND INVOICING

4.1. Firm Pricing

Prices agreed in the PO shall be firm, fixed, and not subject to escalation for the entire duration of the Contract.

4.2. Price Inclusions

Unless otherwise specified in the PO, the price shall be inclusive of: all labour, material, overheads, profit; packing, marking, and labelling; freight and insurance to Buyer's designated delivery point; all statutory levies, duties, and charges existing as on the date of PO.

4.3. Taxes — GST

Prices quoted shall clearly indicate whether they are inclusive or exclusive of Goods and Services Tax (GST). Where prices are exclusive of GST, applicable GST shall be charged separately as per the rate prevailing on the date of supply. Any change in statutory taxes after the PO date shall be discussed and agreed in writing; absent such agreement, the risk of post-PO statutory tax changes shall be borne by the Supplier for the first six (6) months and by CHW thereafter. Any eligible input tax credit (ITC) under GST that is denied, unavailable, or later demanded by the tax authorities from CHW—whether due to return mismatches or any other reason under applicable GST provisions—shall be recoverable from the supplier together with applicable interest.

4.4. Invoicing

All invoices must comply with Section 31 of the CGST Act, 2017 and must include: GST Registration Number; HSN/SAC Code; PO number and line item reference; details of Goods/Services supplied; applicable GST amount; bank account details. Non-compliant invoices shall be returned and payment timelines shall restart from date of compliant invoice.

4.5. No Escalation

No price escalation claims shall be entertained except where CHW has given explicit prior written approval referencing a specified price escalation mechanism.

5. PAYMENT TERMS

5.1. Payment Period

Unless otherwise specified in the PO, payment shall be made within forty-five (45) days for MSME vendors, and within sixty (60) days or as per the terms specified in the PO for all other vendors, from the date of receipt of a valid, undisputed invoice accompanied by all required documentation including delivery receipt, inspection acceptance, and test certificates.

5.2. Payment against Inspection

Payment shall only be triggered upon satisfactory inspection and acceptance by CHW. Payment shall not constitute acceptance of Goods or waiver of any quality or warranty claim.

5.3. Disputed Invoices

CHW shall notify the Supplier of any disputed invoice within seven (7) working days of receipt. CHW shall pay the undisputed portion within the standard payment period. The disputed portion shall be resolved through the dispute resolution process in Clause 23.

5.4. Set-Off

CHW reserves the right to set off any amount owed by the Supplier to CHW (including damages, penalties, short-supply recovery, or LD) against any payment due from CHW to the Supplier, after giving the Supplier written notice.

5.5. Retention

Where specified in the PO, CHW may retain an amount as per the PO terms for performance retention, to be released upon satisfactory completion of warranty obligations.

6. PACKAGING, SHIPPING AND LOGISTICS

- 6.1. The Supplier shall ensure that all Goods are packed, marked, and protected to withstand the rigours of transportation, storage, and handling, including sea, air, or road freight as applicable.
- 6.2. Each consignment must be accompanied by: packing list (itemised by carton/crate); commercial invoice; test certificates, material certifications, and inspection reports as applicable; MSDS (for hazardous materials); country of origin certificate (where required); and e-way bill (as applicable under GST).
- 6.3. The Supplier shall be solely responsible for any damage, loss, or deterioration resulting from improper or inadequate packing.
- 6.4. All dispatch instructions specified in the PO (including preferred carrier, route, and terms of dispatch) must be followed. Deviations must be approved in advance by CHW in writing.
- 6.5. Delivery terms shall be as specified in the PO with reference to Incoterms 2020. Where not specified, delivery shall be DDP (Delivered Duty Paid) at CHW's designated factory/warehouse.
- 6.6. Advance Shipment Notification (ASN) shall be provided to CHW at least forty-eight (48) hours prior to dispatch.

7. DELIVERY

7.1. Time is of the Essence

Delivery timelines specified in the PO are binding and time is of the essence. The Supplier shall plan and execute manufacturing, testing, and logistics to ensure on-time delivery.

7.2. Delay Notification

If the Supplier anticipates any delay, it must notify CHW in writing immediately upon becoming aware of such risk. This notification does not waive CHW's right to impose LD or cancel the PO.

7.3. Buyer's Rights on Delay

In the event of delay, CHW reserves the right to procure from alternate sources and recover the price differential from the Supplier; and claim all direct and indirect losses attributable to the delay. CHW reserve the right to charge LD at the rate of 1% (One Percent) of value of the Goods per week or part thereof.

7.4. Partial Deliveries

Partial deliveries shall not be accepted unless specifically agreed in the PO. Where partial deliveries are accepted, CHW's rights (including LD) with respect to the undelivered balance shall remain unaffected. (Refer Clause 7.3)

7.5. Early Delivery

Early deliveries without CHW's prior written consent may be returned at the Supplier's cost or held by CHW at Supplier's risk and expense pending the agreed Delivery Date.

8. INSPECTION AND ACCEPTANCE

8.1. Inspection Rights

CHW reserves the right to inspect Goods at any stage, including during manufacture (at Supplier's premises), pre-dispatch, and upon delivery. CHW may appoint third-party inspection agencies at its discretion. Supplier shall provide full cooperation, access, and documentation for all inspections.

8.2. Inspection Does Not Constitute Acceptance

Stage inspection, pre-dispatch inspection, or payment shall not constitute final acceptance of Goods and shall not relieve the Supplier of its warranty obligations or responsibility for latent defects.

8.3. Rejection

CHW reserves the right to reject Goods that do not conform to Specifications at any stage, including after delivery. Rejected Goods shall be replaced or rectified by the Supplier within a period specified by CHW, at the Supplier's sole cost, including return freight. Pending replacement, CHW may procure equivalent Goods from an alternate source at the Supplier's cost.

8.4. Final Acceptance

Goods shall be deemed accepted only upon written confirmation from CHW after satisfactory inspection and testing at the delivery point.

9. QUALITY REQUIREMENTS

9.1. On receipt of our P.O., the Supplier shall carry out a contract review. The Supplier shall maintain a documented quality management system, preferably ISO 9001:2015 certified, and shall ensure all Goods conform to the agreed Specifications, drawings, delivery schedule and applicable industry standards.

9.2. The Supplier shall maintain complete traceability of materials and processes from raw material to finished Goods, and shall preserve all related documentation for a minimum of seven (7) years or the duration of CHW's warranty obligations, whichever is longer.

- 9.3. Any non-conformance, deviation, or process failure must be immediately reported to CHW, along with a corrective action report within seven (07) days.
- 9.4. The Supplier shall maintain process control records, incoming inspection records, in-process inspection records, and final inspection records, all of which shall be made available to CHW upon request.
- 9.5. The Supplier shall obtain and maintain all applicable material certifications, test reports, and third-party approvals as required by the PO or applicable standards.

10. WARRANTIES

10.1. General Warranty

The Supplier warrants that all Goods supplied under the Contract shall: (a) be of merchantable quality and fit for their intended purpose; (b) conform strictly to the agreed Specifications, drawings, and samples (if applicable); (c) be free from defects in design (where Supplier bears design responsibility), materials, and workmanship; (d) comply with all applicable laws, regulations, and safety standards.

10.2. Warranty Period

The warranty period shall be twenty-four (24) months from the date of installation and commissioning, or thirty (30) months from the date of delivery to CHW's premises, whichever period expires later. For Goods forming part of a larger system or project, the warranty period shall align with the commissioning of that system.

10.3. Latent Defects

The Supplier's liability for latent defects (i.e., defects not discoverable at the time of inspection) shall extend for a further six (6) months after the defect is first discovered, even if such discovery occurs after expiry of the standard warranty period, provided the defect is communicated to the Supplier within twenty-four (24) months of expiry of the warranty period.

10.4. Warranty Remedies

Upon notification of a warranty defect, the Supplier shall, at CHW's option: (a) repair the defective Goods within a mutually agreed timeframe; (b) replace the defective Goods with new conforming Goods; or (c) refund the proportionate contract price. All costs of repair/replacement, including transportation, labour, and third-party inspection, shall be borne by the Supplier.

10.5. Warranty Exclusions

The Supplier's warranty shall not apply to: (a) damage caused by CHW's improper use, misuse, or unauthorized modification; (b) normal wear and tear; (c) damage caused by CHW's failure to follow Supplier's installation/operating instructions (provided such instructions were delivered to CHW prior to delivery of Goods).

11. LIQUIDATED DAMAGES (LD)

11.1. LD for Delay in Delivery

Where the Supplier fails to deliver Goods/Services by the Delivery Date (as may be extended by CHW in writing), CHW shall be entitled to deduct or recover LD at the rate of one percent (1%) of the value of the delayed Goods per week of delay.

11.2. LD for Quality Non-Conformance

Where a batch or consignment of Goods is rejected for non-conformance and the Supplier fails to provide conforming replacement within the timeframe specified by CHW, LD at the rate of one percent (1%) per week of replacement delay shall apply on the value of the rejected consignment.

11.3. Nature of LD

The parties agree that LD are a genuine pre-estimate of CHW's losses and are not a penalty. Recovery of LD does not preclude CHW from claiming additional proven losses that exceed the LD cap, where such losses arise from gross negligence, wilful default, or fraud by the Supplier.

11.4. LD Waiver

CHW's election not to impose LD in any specific instance shall not constitute a waiver of its right to do so in future instances.

12. RISK PURCHASE

12.1. If the Supplier fails to deliver Goods conforming to the Specifications by the Delivery Date (as may be extended), CHW shall have the right, without prejudice to its other remedies, to procure equivalent Goods from any alternate source ("Risk Purchase").

12.2. The Supplier shall be liable for any and all additional costs incurred by CHW in making the Risk Purchase, including any price differential, expediting charges, freight differential, and inspection costs.

12.3. CHW shall have the right to recover Risk Purchase costs by deduction from amounts due to the Supplier or by invoicing the Supplier, which invoice shall be payable within fifteen (15) days.

12.4. Risk Purchase does not require any prior notice to the Supplier where the Delivery Date has already passed and the Supplier has not delivered.

13. FORCE MAJEURE

13.1. Definition

A Force Majeure Event means an event beyond a party's reasonable control, including: acts of God (earthquake, flood, cyclone); war, civil war, or armed conflict; terrorist attack; pandemic or epidemic declared by WHO or competent Indian authority; act of government or change in law preventing performance; nationwide or region-wide industrial strikes (not limited to the Supplier's own workforce).

13.2. Supplier's Obligations

The Supplier must: (a) notify CHW in writing within forty-eight (48) hours of the occurrence of a Force Majeure Event; (b) provide documentary evidence from a competent authority within seven (7) days; (c) take all reasonable steps to mitigate the impact and resume performance as soon as practicable.

13.3. Effect

A Force Majeure Event shall entitle the Supplier to a time extension only (not additional payment), subject to CHW's agreement. The Supplier shall not be entitled to recover any costs arising from the Force Majeure Event.

13.4. Prolonged Force Majeure

If a Force Majeure Event continues for more than sixty (60) days, CHW may cancel the affected PO or portion thereof without liability to the Supplier, other than payment for Goods properly delivered and accepted prior to cancellation.

13.5. Supplier's Own Risk

The following issues are not considered force majeure events:

Material shortages, financial difficulties, labor disputes involving only the supplier's own workers, and problems with sub-suppliers. The supplier cannot use these issues as reasons to delay or avoid fulfilling their contractual obligations.

14. TRANSFER OF TITLE AND RISK

14.1. Risk in the Goods shall pass from the Supplier to CHW upon physical delivery and acceptance of the Goods at CHW's designated delivery point, as confirmed by CHW's signature on the delivery receipt.

14.2. The ownership of the Goods will only transfer to CHW once the full payment of the relevant invoice has been made. However, CHW has the right to reject any Goods that are defective, even if the invoice has been paid in full.

15. CONFIDENTIALITY

15.1. Obligation

The Supplier shall treat all Confidential Information received from CHW as strictly confidential and shall not disclose such information to any third party without CHW's prior written consent.

15.2. Permitted Use

Confidential Information shall be used by the Supplier solely for the purpose of fulfilling its obligations under the Contract. The Supplier shall restrict access to Confidential Information to its employees and subcontractors on a strict need-to-know basis and shall ensure such persons are bound by equivalent confidentiality obligations.

15.3. Return/Destruction

Upon completion or termination of the Contract, the Supplier shall promptly return or, at CHW's direction, destroy all Confidential Information and any copies thereof, and certify in writing that it has done so.

15.4. Survival

Confidentiality obligations shall survive termination of the Contract for a period of five (5) years.

16. INTELLECTUAL PROPERTY

- 16.1. All drawings, Technical Delivery Conditions (TDC's), designs, tools, specifications, data, and documentation provided by CHW to the Supplier remain CHW's exclusive property and shall be used solely for CHW's orders.
- 16.2. Any intellectual property (including inventions, improvements, and derivative works) developed by the Supplier using CHW's Confidential Information, designs, or specifications shall vest exclusively in CHW upon creation. The Supplier hereby assigns all such rights to CHW and agrees to execute any documents necessary to perfect such assignment.
- 16.3. The Supplier warrants that the Goods do not infringe any third-party intellectual property rights. The Supplier shall indemnify and hold CHW harmless against all claims, costs, and damages arising from any alleged IP infringement by the Goods.
- 16.4. No reverse engineering, copying, or reproduction of CHW's designs, tools, or specifications is permitted.
- 16.5. CHW-owned tooling, moulds, and fixtures held by the Supplier for production purposes remain CHW's property and shall be maintained in good condition, insured by the Supplier, and returned on demand.

17. DATA PROTECTION AND CYBERSECURITY

- 17.1. The Supplier shall comply with all applicable Indian data protection laws including the Information Technology Act, 2000, and the Digital Personal Data Protection Act, 2023 (when in force), in relation to any personal data processed in connection with the Contract.
- 17.2. The Supplier shall implement appropriate technical and organisational security measures to protect CHW's data and Confidential Information against unauthorised access, loss, or destruction.
- 17.3. The Supplier shall immediately notify CHW (and in any event within forty-eight (48) hours) of any actual or suspected data breach, cyber-attack, or security incident affecting CHW's data or systems.
- 17.4. The Supplier shall not transfer CHW's personal data outside India without CHW's prior written consent and in compliance with applicable law.

18. COMPLIANCE WITH LAWS

- 18.1. The Supplier shall comply with all applicable laws, regulations, and codes of

- 18.2. practice in India, including but not limited to: Indian Contract Act, 1872; Factory Act, 1948; Minimum Wages Act, 1948; GST legislation; Environment Protection Act, 1986; Hazardous Waste Management Rules; MSMED Act, 2006 (where applicable); Bureau of Indian Standards Act, 2016; SCOMET controls (where applicable); all applicable export and import regulations.
- 18.3. The Supplier shall ensure all Goods conform to applicable BIS/IS standards, CE marking (where required for re-export), or other regulatory certifications as specified in the PO.

19. ANTI-CORRUPTION AND ETHICAL CONDUCT

- 19.1. The Supplier represents and warrants that it has not made, offered, or authorised, and will not make, offer, or authorise, any bribe, kickback, facilitation payment, or other improper payment to any person, including any government official, in connection with this Contract. This obligation applies to all directors, employees, agents, and subcontractors of the Supplier and also prohibits offering gifts in any form to CHW employees.
- 19.2. The Supplier shall comply with the Prevention of Corruption Act, 1988 (as amended) and all applicable anti-corruption laws. Any breach of this clause shall entitle CHW to terminate the Contract immediately and to recover all losses.
- 19.3. The Supplier shall maintain a code of ethical conduct, maintain accurate books and records, and permit CHW to audit its anti-corruption compliance upon reasonable notice.

20. INDEMNITY

- 20.1. The Supplier shall indemnify, defend, and hold harmless CHW, its directors, officers, employees, and agents from and against all claims, losses, damages, costs (including legal costs), expenses, and liabilities arising from or in connection with: (a) defective or non-conforming Goods or Services; (b) the Supplier's breach of any representation, warranty, or obligation under the Contract; (c) infringement of third-party intellectual property rights by the Goods; (d) violation of applicable laws by the Supplier; (e) personal injury or property damage caused by the Supplier's employees, agents, or subcontractors; (f) breach of confidentiality or data protection obligations.

21. LIMITATION OF LIABILITY

- 21.1. Neither party shall be liable to the other for any indirect, consequential, or special losses, including loss of profit, loss of business, or loss of opportunity, except where such loss arises from: (a) fraud or fraudulent misrepresentation; (b) wilful misconduct or gross negligence; or (c) death or personal injury caused by negligence.

22. INSURANCE

- 22.1. The Supplier shall, throughout the term of the Contract and the warranty period, maintain adequate insurance coverage including: (a) public/third-party liability insurance with a minimum cover of INR 1 Crore per occurrence; (b) product liability insurance (for Goods with safety-critical applications); (c) workers'

compensation/employer's liability insurance as required by law; (d) cargo/transit insurance covering the full replacement value of Goods during transit.

- 22.2. The Supplier shall provide certificates of insurance to CHW upon request. All policies shall name CHW as an additional insured where applicable.

23. ASSIGNMENT AND SUBCONTRACTING

- 23.1. The Supplier shall not assign, novate, or transfer any rights or obligations under the Contract without CHW's prior written consent.
- 23.2. The Supplier may subcontract non-critical aspects of the work subject to: (a) prior written approval from CHW; (b) CHW's right to approve or reject proposed subcontractors; (c) the Supplier remaining primarily responsible for all obligations and the quality of subcontracted work. Subcontractors' work shall be subject to all the provisions of this Contract.

24. AUDIT AND INSPECTION RIGHTS

- 24.1. CHW reserves the right, upon reasonable notice, to audit: (a) the Supplier's manufacturing facilities, quality systems, and processes; (b) financial records relevant to the Contract (to verify tax compliance, and LD calculations); (c) anti-corruption compliance systems; (d) subcontractor facilities used for CHW's work.
- 24.2. The Supplier shall cooperate fully with any audit and shall procure the same level of cooperation from its subcontractors.

25. TERMINATION

25.1. Termination for Convenience

CHW may terminate the Contract (or any part thereof) for convenience upon thirty (30) days' written notice. Upon such termination, CHW shall pay the Supplier for: (a) Goods delivered and accepted prior to the termination notice; (b) documented costs of work in progress (at CHW's option to take such WIP); (c) committed material costs that cannot be mitigated, supported by documentary evidence. CHW shall have no further liability beyond the above.

25.2. Termination for Default

CHW may terminate the Contract with immediate effect (without notice) in the event of: (a) the Supplier's material breach that is not remedied within fifteen (15) days of notice; (b) the Supplier's insolvency, liquidation, or appointment of a receiver; (c) the Supplier's persistent failure to meet quality or delivery obligations; (d) breach of anti-corruption or confidentiality obligations; (e) the Supplier's fraudulent or wilful misconduct.

25.3. Supplier's Rights on Termination

The Supplier shall, upon termination (for any reason), immediately cease all work, preserve CHW's property, and return all CHW documents, materials, and tooling.

26. DISPUTE RESOLUTION

26.1. Escalation — Senior Management Discussion

In the event of any dispute, the parties shall first attempt resolution through good-faith discussion between senior management within fifteen (15) days of written notice of the dispute ("Dispute Notice").

26.2. Mediation

If senior management discussion fails to resolve the dispute within fifteen (15) days, either party may refer the dispute to mediation, to be conducted by a mutually agreed mediator or through a recognised mediation institution. Mediation shall be completed within thirty (30) days.

26.3. Arbitration

"Any dispute, difference, or controversy arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by a sole arbitrator appointed mutually by the parties. The arbitration shall be conducted in Ghaziabad, Uttar Pradesh, in accordance with the Arbitration and Conciliation Act, 1996 (as amended). The language of arbitration shall be English."

26.4. Emergency/Interim Relief

Notwithstanding the arbitration agreement, either party may approach courts of competent jurisdiction for urgent interim relief (including injunctions or status quo orders) without prejudice to the arbitration proceedings.

27. GOVERNING LAW AND JURISDICTION

27.1. These Terms and all Contracts entered into hereunder shall be governed by and construed in accordance with the laws of India.

27.2. Subject to the arbitration agreement in Clause 26, the courts at Ghaziabad, Uttar Pradesh shall have exclusive jurisdiction over any disputes arising out of or in connection with the Contract.

28. GENERAL PROVISIONS

28.1. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, and agreements. No prior oral or written communication shall be binding unless incorporated into the Contract in writing.

28.2. Amendments

No amendment to the Contract shall be valid unless made in writing and signed by authorised representatives of both parties.

28.3. Waiver

No failure or delay by CHW in exercising any right or remedy shall constitute a waiver of that right or remedy. No waiver shall be effective unless given in writing.

28.4. Severability

If any provision of these Terms is found by a court or arbitral tribunal to be invalid, unlawful, or unenforceable, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

28.5. Notices

All notices under the Contract shall be in writing and delivered by: (a) registered post with acknowledgement due; (b) speed post, courier with proof of delivery; or (c) email to the authorised representative of the receiving party. Notices shall be deemed received on the date of delivery or, for email, on the next business day after transmission.

28.6. Relationship of Parties

The Supplier is an independent contractor. Nothing in the Contract shall create any partnership, agency, employment, or joint venture relationship between the parties.

28.7. Anti-Waiver

CHW's acceptance of Goods that do not fully conform to the Contract shall not be deemed a waiver of CHW's right to require full conformance in future deliveries.

29. MSME DISCLOSURE OBLIGATION

29.1. Mandatory Disclosure of MSME Status

Where the Supplier is registered or classified as a Micro, Small, or Medium Enterprise ("MSME") under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSMED Act") and/or the Udyam Registration framework, it shall be the sole and absolute responsibility of the Supplier to proactively inform CHW Forge Private Limited of such MSME status immediately and in any event prior to the issuance or acceptance of a Purchase Order.

29.2. Submission of MSME Certificate and Undertaking

Any Supplier claiming MSME status shall be required to submit to CHW, simultaneously with or prior to the acceptance of any Purchase Order, the following documents: (a) a valid and current Udyam Registration Certificate (or such other certificate as may be prescribed under the MSMED Act from time to time), clearly indicating the category of enterprise (Micro, Small, or Medium); and (b) a duly signed Undertaking on the Supplier's letterhead, confirming that the Supplier falls within the definition of an MSME as on the date of the Purchase Order, and undertaking to immediately notify CHW in writing in the event of any change in MSME classification or registration status during the subsistence of any Contract. The supplier must obtain the acknowledgment from CHW about providing the Micro, Small, or Medium status to CHW. In the absence of which it shall be treated that such information has not been shared with CHW.

29.3. Consequence of Non-Disclosure

Failure by the Supplier to disclose its MSME status and/or to submit the required MSME Certificate and Undertaking as prescribed under Clause 29.2, prior to or at the time of acceptance of the Purchase Order, shall result in the following consequences, and CHW shall bear no liability or responsibility whatsoever in respect thereof: (a) CHW shall not be liable for any obligation, benefit, concession, or entitlement available to MSMEs under the MSMED Act, 2006, or any other applicable law or government scheme, including but not limited to preferential payment timelines under Section 15 of the MSMED Act; (b) CHW shall not be held responsible for any interest, penalty, or statutory dues arising under Section 16 of the MSMED Act or any other provision of law as a consequence of such non-disclosure; (c) the Supplier shall indemnify and hold CHW harmless from any claim, demand, proceeding, penalty, or liability raised by any authority or third party on account of the Supplier's failure to disclose its MSME status in a timely manner; (d) CHW reserves the right to treat such non-disclosure as a material misrepresentation and, at its sole discretion, to terminate the Purchase Order without any further liability to the Supplier.

29.4. Ongoing Obligation

The obligation to disclose MSME status is a continuing obligation. Any Supplier that obtains MSME registration during the currency of an existing Contract shall promptly inform CHW in writing and provide updated documentation. The protections available to CHW under Clause 29.3 shall apply mutatis mutandis where updated documentation is not provided without delay.

30. PERFORMANCE BANK GUARANTEE

30.1. Requirement for Performance Bank Guarantee

In the event the Supplier fails to submit the Performance Bank Guarantee (PBG) within 7 days of the date its due, the Company reserves the right to withhold an amount equivalent to the PBG value from the Supplier's initial invoice(s) as a Security Deposit. This deduction shall be released upon the subsequent submission of a valid PBG or completion of the contract, ensuring compliance with statutory payment timelines.

31. This Purchase Order and attached technical documents such as drawings, specification, standards and Technical Delivery Conditions are proprietary information of CHW Forge Pvt Ltd. It is strictly and only intended for the internal use of the supplier. Sharing these documents with any third party is prohibited and will be considered illegal.

EXECUTION AND ACCEPTANCE

These Terms are issued by CHW Forge Private Limited and shall apply to all Purchase Orders issued by CHW unless explicitly superseded in writing. The Supplier's acceptance of a PO shall constitute acceptance of these Terms in their entirety.