

OPTIMARE INDIA PRIVATE LIMITED

**GENERAL TERMS AND CONDITIONS OF PURCHASE
FOR AIRCRAFT EQUIPMENT, PARTS, MATERIALS AND
RELATED SERVICES
("GT&C" OR "AGREEMENT")**

PREAMBLE AND SCOPE

This document (hereinafter referred to as the "GT&C" or this "Agreement") is issued by OPTIMARE India Private Limited (hereinafter referred to as "OPTIMARE" or "Purchaser") and shall govern the purchase of goods, materials, components, spare parts, and services from all sellers, vendors, and suppliers (hereinafter referred to as "Seller") by OPTIMARE.

PART I - DEFINITIONS AND INTERPRETATION

1. Definitions

1.1 The following definitions shall apply to this GT&C:

1.1.1 "Applicable Laws" means all statutes, regulations, rules, orders, guidelines, notifications, circulars, and directions issued by any competent governmental, regulatory, or administrative authority in India.

1.1.2 "CAPA" means Corrective Action and Preventive Action.

1.1.3 "Counterfeit Parts" means any part, component, or material that is fraudulent, misrepresented, or not traceable to its original manufacturer, including but not limited to unauthorised copies, inferior substitutes, used parts represented as new, or parts with falsified documentation.

1.1.4 "DPDPA" means the Digital Personal Data Protection Act, 2023 (India) and all rules, regulations, and notifications issued thereunder.

1.1.5 "OEM" means Original Equipment Manufacturer.

1.1.6 "PCA" means the Prevention of Corruption Act, 1988 (India) as amended by the Prevention of Corruption (Amendment) Act, 2018.

1.1.7 "Purchase Order" means any written order, work order, or purchase instruction issued by OPTIMARE to the Seller specifying the goods, materials, or services required.

1.1.8 "QMS" means Quality Management System.

1.1.9 "Seller Contract" means any agreement, purchase order, or formal arrangement executed between OPTIMARE and the Seller for the supply of goods or services.

1.1.10 "Sub-Tier Suppliers" means sub-suppliers, sub-contractors, and third-party processors engaged by the Seller in connection with the fulfilment of any Purchase Order.

1.1.11 "Business Days" means any day other than a Saturday, Sunday, or a public holiday on which scheduled commercial banks are open for business in New Delhi, India.

1.1.12 "Confidential Information" has the meaning ascribed to such term (or its equivalent) in the Non-Disclosure Agreement executed between the Parties, and shall additionally include the terms of this GT&C and each Purchase Order, and any technical data, drawings, specifications, and Quality Assurance Requirements documentation furnished by OPTIMARE to the Seller.

1.1.13 "Force Majeure Event" has the meaning given to it in Article 20 (Force Majeure) of this GT&C.

1.1.14 "Parties" means OPTIMARE and the Seller collectively, and "Party" means either of them, as the context requires.

1.2 The headings and marginal notes in this GT&C are for convenience only and shall not affect its interpretation.

1.3 References to any statute or statutory provision include all amendments, re-enactments, and subordinate legislation made thereunder.

1.4 Words in the singular include the plural and vice versa; references to one gender include all genders.

1.5 In the event of any conflict, discrepancy, or inconsistency between this GT&C and a Purchase Order, including but not limited to any technical or other specifications set out in this GT&C, the Purchase Order shall prevail and override this GT&C in all respects, unless the Purchase Order expressly states that a specific provision of this GT&C is to prevail.

PART II - SELLER OBLIGATIONS

2. Anti-Corruption and Anti-Bribery Compliance

2.1 The Seller shall at all times comply with all Applicable Laws relating to anti-corruption and anti-bribery, including but not limited to the Prevention of

Corruption Act, 1988 (India) and any other applicable international instruments and conventions.

- 2.2** The Seller shall all times ensure legal compliance with all applicable anti-corruption and anti-bribery laws, to prevent liability arising from third-party misconduct, and to mitigate financial, regulatory, and reputational risks to OPTIMARE.
- 2.3** The Seller shall, as a condition of supply, maintain and enforce anti-corruption and anti-bribery compliance standards commensurate with the requirements applicable to OEMs and Tier-1 and Tier-2 suppliers in the aerospace and defence supply chain. Such compliance shall be implemented at an organisational level and shall extend to all personnel, agents, and Sub-Tier Suppliers engaged in the performance of any Purchase Order with OPTIMARE.
- 2.4** The Seller shall not, directly or indirectly, offer, promise, give, request, receive, or authorise any undue pecuniary or other advantage, including facilitation payments, kickbacks, commissions, or gifts, to or from any public official, government authority, private person, or third party, for the purpose of obtaining or retaining business from OPTIMARE or any of its affiliates.
- 2.5** The Seller shall ensure that its directors, officers, employees, agents, representatives, and Sub-Tier Suppliers comply with the obligations set out in this Article 2. The Seller shall maintain adequate procedures and internal controls reasonably designed to prevent corrupt practices.
- 2.6** The Seller shall maintain accurate, complete, and transparent books of account and financial records related to transactions with OPTIMARE, in compliance with Applicable Laws. OPTIMARE reserves the right to conduct an audit of the Seller's anti-corruption compliance upon providing 7 days prior written notice.
- 2.7** The Seller shall promptly notify OPTIMARE in writing upon becoming aware of any actual, suspected, or reasonably anticipated violation of anti-corruption or anti-bribery obligations arising in connection with any transaction related to OPTIMARE's Purchase Orders, and in any event no later than forty-eight (48) hours of becoming aware of such actual, suspected, or reasonably anticipated violation.
- 2.8** Any breach of this Article 2 shall constitute a material breach of this GT&C, entitling OPTIMARE to immediately terminate all Purchase Orders and recover all damages, losses, costs, and expenses arising from such breach.

3. Seller's Quality Management System

- 3.1** The Seller shall, at all times and in accordance with the recommendations of OPTIMARE's authorised auditors, establish, implement, maintain, and continually improve a Quality Management System ("QMS") that is fully compliant with ISO 9001:2015, or such later revision as may be current at the time of performance. Where the Seller's operations fall within the aerospace or defence supply chain, whether as a manufacturer, distributor, or service provider, the QMS shall additionally conform to AS9100, AS9110, or AS9120, as applicable to the Seller's specific scope of supply, or to such other equivalent aerospace quality management standard as OPTIMARE may specify in writing. Compliance with the foregoing standards shall be treated as a minimum baseline obligation, and the Seller shall give due regard to any supplementary quality requirements communicated by OPTIMARE's Quality Management team through Purchase Order-specific quality clauses or standalone Quality Assurance Requirements documentation.
- 3.2** The Seller shall ensure the conformity of all products and services supplied to OPTIMARE through the implementation of adequate inspection, testing, measurement, and verification processes in alignment with auditor recommendations and applicable aerospace and regulatory standards, including but not limited to ISO 9001:2015 and, where applicable, AS9100 or equivalent. All inspection records and test results generated in the course of such processes shall form a mandatory part of the delivery documentation provided to OPTIMARE. The specific quality assurance requirements applicable to the Seller's scope of supply, including any additional obligations arising from auditor recommendations or regulatory directives, shall be formally communicated by OPTIMARE's Quality Management team through separate Quality Assurance Requirements documentation or through Purchase Order-specific quality clauses, which shall be deemed incorporated into and read as part of this Article upon issuance.
- 3.3** All quality-related documentation, including quality plans, first article inspection records, certificates of conformance, material test reports, and non-conformance reports, shall be maintained by the Seller and made available to OPTIMARE upon request or as part of routine audit activities.

- 3.4** Any non-conformance identified by the Seller prior to, during, or after delivery shall be promptly reported to OPTIMARE in writing. The Seller shall initiate CAPA measures and provide OPTIMARE with a documented CAPA report within the timeframe agreed in the Purchase Order or, failing such agreement, within thirty (30) days of identification of the non-conformance.
- 3.5** OPTIMARE or its authorised representatives, including customer and regulatory authorities, shall have the right to conduct quality audits and source inspections at the Seller's premises upon reasonable prior written notice. The Seller shall provide full cooperation, access, and assistance during such audits.
- 3.6** The Seller shall promptly notify OPTIMARE of any lapse, suspension, or revocation of its quality certifications relevant to the scope of supply.
- 3.7** The Seller shall identify, control, and communicate all special requirements, critical items, and key characteristics specified by OPTIMARE. Such requirements shall be incorporated into all applicable manufacturing, inspection, testing, and verification processes, and shall be flowed down to all relevant Sub-Tier Suppliers and maintained throughout the product lifecycle.
- 3.8** Where specified by OPTIMARE, the Seller shall apply approved statistical techniques for product acceptance, process control, capability analysis, sampling plans, and related quality assurance activities. The Seller shall maintain documented procedures and records demonstrating the effective implementation of such techniques, and shall ensure that all applicable acceptance criteria are fully complied with.
- 3.9** The Seller shall immediately notify OPTIMARE in writing of any nonconforming products, processes, or services that may affect compliance with any Purchase Order. No deviation, concession, repair, use-as-is disposition, or other nonconformance disposition shall be implemented without OPTIMARE's prior written approval where contractually required. Records of all nonconformities and disposition approvals shall be retained in accordance with Article 9 (Record Archiving and Retention) and made available to OPTIMARE upon request.
- 3.10** The Seller shall provide test specimens, samples, coupons, first article parts, or other representative items as reasonably required by OPTIMARE for design approval, inspection, verification, validation, qualification testing, investigation, surveillance, or audit activities. Such specimens shall be supplied at the agreed stage of production and shall be adequately identified and documented.

- 3.11 The Seller shall ensure that all personnel performing work affecting product or service quality are aware of their contribution to product or service conformity, including the importance of adhering to applicable quality requirements, procedures, and OPTIMARE's specifications, and shall maintain appropriate training and competency records in respect of the same.
- 3.12 The Seller shall ensure that all personnel are aware of their contribution to product safety and the potential consequences of non-compliance with safety-related requirements, and shall establish and maintain training and awareness programs addressing product safety risks relevant to its activities, products, and services supplied to OPTIMARE.

4. Counterfeit Parts Prevention

- 4.1 The Seller warrants and undertakes that all goods, components, materials, and spare parts supplied to OPTIMARE under any Purchase Order shall be genuine, authentic, and fully traceable to their original manufacturer. The Seller shall take all reasonable and necessary measures to ensure that no Counterfeit Parts - whether knowingly or unknowingly - enter OPTIMARE's supply chain at any stage of procurement, manufacture, assembly, storage, or delivery.
- 4.2 The Seller further warrants and represents that all goods, components, materials, and spare parts supplied to OPTIMARE have been sourced, manufactured, inspected, and delivered in full conformity with applicable aerospace industry standards and expectations, and that the Seller has, at all material times, complied with and given due effect to the observations, findings, and recommendations of OPTIMARE's authorised auditors as communicated to the Seller in writing. This warranty shall be construed as a continuing obligation and shall survive the delivery and acceptance of goods under each Purchase Order.
- 4.3 All goods shall be procured exclusively from OEMs, authorised distributors, or otherwise approved sources. The Seller shall maintain complete and verifiable traceability records establishing the chain of custody from the original manufacturer to the point of delivery to OPTIMARE.
- 4.4 The Seller shall implement and maintain a documented Counterfeit Parts Prevention Program ("CPPP") that includes, at a minimum, procedures for: (a)

supplier qualification and verification; (b) incoming inspection and authentication of received goods; (c) detection and reporting of suspected counterfeit parts; (d) segregation and quarantine of suspect items; and (e) disposition and reporting of confirmed counterfeit parts.

- 4.5** Any suspected or confirmed Counterfeit Parts shall be immediately quarantined and reported to OPTIMARE in writing. The Seller shall not return suspected counterfeit items to the supply chain under any circumstances.
- 4.6** The Seller shall bear full responsibility for any and all costs, damages, penalties, and losses (including consequential losses) arising from the supply of Counterfeit Parts to OPTIMARE, including costs of removal, replacement, rework, airworthiness restoration, regulatory compliance, and third-party claims.

5. Data Protection and Privacy (India Compliance)

- 5.1** The Seller shall comply with all Applicable Laws relating to data protection and privacy in India, including the DPDPA and all rules and regulations framed thereunder.
- 5.2** The Seller shall implement appropriate technical, organisational, and administrative measures to protect all personal data and confidential data received from or processed on behalf of OPTIMARE against unauthorised access, disclosure, alteration, loss, or misuse.
- 5.3** The Seller shall process personal data received from OPTIMARE solely for the purposes specified in the Seller Contract or Purchase Order and shall not use such data for any other purpose without the prior written consent of OPTIMARE.
- 5.4** Where cross-border transfers of personal data are necessary for performance of the Seller Contract, the Seller shall ensure that such transfers comply with the requirements of the DPDPA, including any applicable restrictions on transfer of data outside India.
- 5.5** The Seller shall promptly notify OPTIMARE of any actual or suspected breach of data security or privacy involving personal data or confidential information of OPTIMARE, and shall take all reasonable measures to mitigate the consequences of such breach.

- 5.6** On expiry or termination of the Seller Contract or upon OPTIMARE's written request, the Seller shall return or securely destroy all personal data and confidential data in its possession, as directed by OPTIMARE.

6. Traceability and Record Retention

- 6.1** The Seller shall maintain full and uninterrupted traceability of all materials, components, assemblies, and processes supplied or performed under any Purchase Order. Traceability shall include, without limitation: (a) batch/lot identification numbers; (b) serial numbers of serialised components; (c) raw material certifications; (d) processing and manufacturing records; and (e) supplier chain traceability back to the OEM or original manufacturer.
- 6.2** All traceability documentation shall be supplied to OPTIMARE as part of the standard delivery package unless otherwise specified in the Purchase Order. Minimum documentation shall include a Certificate of Conformance, material test reports, and applicable OEM or authorised distributor traceability documentation.
- 6.3** The Seller shall retain all records related to goods and services supplied under each Purchase Order for a minimum period of ten (10) years from the date of delivery, or such longer period as may be required by Applicable Laws or specified in the Purchase Order. Records shall include, without limitation: quality records, inspection records, test reports, manufacturing data, calibration records, and certification documents.
- 6.4** All retained records shall be stored securely, remain legible and retrievable throughout the entire retention period, and be made available to OPTIMARE or its authorised representatives, regulatory authorities, or audit bodies upon request within ten (10) Business Days.
- 6.5** In the event of the Seller's insolvency, merger, acquisition, or cessation of business, the Seller shall make adequate arrangements for the transfer or continued availability of all records to OPTIMARE or its designated representatives.

7. Obsolescence Management

- 7.1 The Seller shall proactively monitor the lifecycle status of all products, components, materials, and software supplied or intended to be supplied under Purchase Orders. The Seller shall maintain a documented obsolescence management program covering identification, notification, and mitigation of obsolescence risks.
- 7.2 The Seller shall notify OPTIMARE in writing at least twelve (12) months prior to the anticipated discontinuation, obsolescence, or last-time-buy date of any product, component, or material forming part of an active or ongoing supply relationship with OPTIMARE. Where twelve (12) months' notice is not commercially or technically feasible, the Seller shall provide the maximum possible advance notice and notify OPTIMARE immediately upon becoming aware of such discontinuation.
- 7.3 Upon issuing an obsolescence notice, the Seller shall: (a) provide OPTIMARE with the opportunity to place a last-time-buy order at commercially reasonable terms; (b) propose technically and commercially acceptable alternative products that meet the original form, fit, and function requirements; and (c) provide all technical information and documentation required to evaluate and qualify the proposed alternatives.
- 7.4 The Seller shall support OPTIMARE in lifecycle management activities for long-term aerospace and defence programs, including providing technical data packages, drawing packages, and manufacturing rights where contractually agreed, to enable OPTIMARE to source from alternative suppliers in the event of obsolescence.
- 7.5 The Seller shall not discontinue supply of any product under an active Purchase Order without OPTIMARE's prior written consent. Any breach of this obligation shall entitle OPTIMARE to claim all additional costs incurred in sourcing an equivalent alternative.

8. Change Management and Change Notification

- 8.1 The Seller shall not implement any change affecting the following without prior written approval from OPTIMARE: (a) design, configuration, or specifications of any product or component; (b) manufacturing processes, methods, or procedures; (c) raw materials, components, or sub-assemblies used in production; (d) software, firmware, or embedded systems; (e) Sub-Tier Suppliers or outsourced processes; (f) manufacturing locations or

production facilities; (g) quality management or inspection procedures materially affecting product conformance; or (h) regulatory or certification status relevant to the scope of supply.

- 8.2** The Seller shall submit a written Change Notification to OPTIMARE's designated procurement or quality contact at least sixty (60) days prior to the intended implementation of any proposed change, or as early as practicable. The Change Notification shall include: (a) a detailed description and justification for the proposed change; (b) the proposed effective date of implementation; (c) an impact assessment covering product performance, quality, airworthiness, and regulatory compliance; (d) documentary evidence supporting the change; and (e) proposed transitional arrangements.
- 8.3** OPTIMARE shall evaluate the proposed change and communicate its written approval, rejection, or conditional acceptance within a reasonable timeframe. No change shall be implemented without OPTIMARE's prior written approval, except where required by a mandatory regulatory directive, in which case the Seller shall notify OPTIMARE immediately. OPTIMARE's failure to respond within any such timeframe, or at all, shall not be construed or deemed as approval of the proposed change, and no change shall be treated as authorised unless OPTIMARE's written approval has been expressly and unambiguously communicated to the Seller.
- 8.4** Any change implemented without OPTIMARE's prior written approval shall be entirely at the Seller's risk and cost. OPTIMARE reserves the right to reject non-conforming goods resulting from unauthorised changes and to claim all associated costs and damages from the Seller.
- 8.5** Without prejudice to Article 8.4, any change implemented in breach of this Article 8 shall constitute a material breach of this GT&C, entitling OPTIMARE, in addition to any other right or remedy available to it, to: (a) terminate the affected Purchase Order(s) and/or this GT&C in accordance with Article 22 (Term and Termination); (b) require the Seller, at its own cost, to recall, rework, or replace any goods already delivered that incorporate the unauthorised change; and (c) claim indemnification from the Seller under Article 17 (Indemnification) for all losses, damages, costs, and expenses, including third-party and regulatory claims, arising from or in connection with such unauthorised change.

9. Record Archiving and Retention

- 9.1** The Seller shall securely maintain and archive all records relating to goods and services supplied under each Purchase Order, including but not limited to: quality records, inspection reports, test and measurement results, certificates of conformance, material certificates, traceability records, CAPA documentation, and regulatory compliance documentation.
- 9.2** All records shall be retained for a minimum period of ten (10) years from the date of final delivery under the relevant Purchase Order, or such longer period as required by Applicable Laws, aviation regulatory requirements, or as specified in the Purchase Order.
- 9.3** Records shall be maintained in a format (whether physical or electronic) that ensures legibility, integrity, and retrievability throughout the entire retention period. Electronic records shall be maintained with appropriate version control and backed up regularly to prevent loss.
- 9.4** Upon written request by OPTIMARE, its authorised representatives, or regulatory authorities, the Seller shall provide access to or copies of relevant records within ten (10) Business Days of such request.
- 9.5** The Seller shall have a documented records management procedure, including a defined records destruction protocol providing for prior written notification to OPTIMARE before any records related to OPTIMARE's Purchase Orders are destroyed.

10. Flow-Down of Requirements

- 10.1** The Seller shall ensure that all applicable requirements of this GT&C and each Purchase Order are effectively flowed down to and complied with by all Sub-Tier Suppliers engaged by the Seller in connection with the fulfilment of any Purchase Order, and shall further ensure full compliance with this GT&C and each Purchase Order.
- 10.2** The flow-down obligation includes, without limitation, requirements relating to: quality management systems; special requirements, critical items, and key characteristics; statistical techniques for product acceptance; notification and approval of nonconforming products, processes, or services; provision of test specimens; personnel awareness of product/service conformity and product safety; counterfeit parts prevention; anti-corruption compliance; traceability and record retention; change notification; data protection; and product safety.

- 10.3** The Seller shall remain fully responsible and accountable to OPTIMARE for the performance, quality, compliance, and regulatory conformance of all Sub-Tier Suppliers, and shall not be relieved of any obligation under this GT&C or any Purchase Order by reason of its engagement of Sub-Tier Suppliers.
- 10.4** The Seller shall qualify, monitor, and periodically evaluate all Sub-Tier Suppliers. Upon OPTIMARE's request, the Seller shall provide information on its Sub-Tier Suppliers and the measures taken to ensure their compliance with applicable requirements.
- 10.5** OPTIMARE, its customers, and regulatory bodies shall have the right of access to the Seller's Sub-Tier Suppliers' facilities and records for the purpose of audit, inspection, and verification, subject to reasonable prior notice.
- 10.6** The Seller shall be liable to OPTIMARE for the acts, omissions, defaults, and non-conformances of its Sub-Tier Suppliers in connection with any Purchase Order as if they were the acts, omissions, defaults, or non-conformances of the Seller itself, and shall indemnify OPTIMARE in accordance with Article 17 (Indemnification) in respect of the same, without any right of set-off, deduction, or defence based on the identity or fault of the relevant Sub-Tier Supplier.
- 10.7** The Seller shall ensure that its contracts with each Sub-Tier Supplier contain indemnification, insurance, quality, traceability, counterfeit parts prevention, audit, and confidentiality obligations no less protective of OPTIMARE than those contained in this GT&C, and shall, upon OPTIMARE's request, provide evidence of such flow-down contractual terms.

11. Product Safety

- 11.1** The Seller warrants and undertakes that it has fully complied with, and shall continue to comply with, all mandatory requirements communicated by OPTIMARE's authorised auditors, and that such compliance forms an integral and non-derogable condition of the Seller's engagement with OPTIMARE. The Seller further acknowledges that adherence to auditor-mandated requirements is critical to effective risk management across OPTIMARE's supply chain and is essential for maintaining regulatory compliance with all applicable aviation, aerospace, and statutory regulatory frameworks. Any failure by the Seller to meet or sustain auditor-mandated requirements shall be deemed a material breach of this GT&C,

entitling OPTIMARE to invoke the remedies available to it under this Agreement, Applicable Laws

- 11.2** This Article 11 establishes the Seller's obligation to ensure that all goods supplied to OPTIMARE are safe for their intended use, and establishes clear accountability for product safety incidents, defects, and recalls.
- 11.3** The Seller shall ensure that all products, components, materials, and services supplied to OPTIMARE are safe for their intended use in accordance with their design specifications and applicable safety standards, and comply with all Applicable Laws relating to product safety, including but not limited to the Bureau of Indian Standards Act, 2016, and applicable aviation safety regulations.
- 11.4** The Seller shall immediately notify OPTIMARE in writing upon becoming aware of any actual or potential product safety concern, defect, non-conformance, or hazard related to any goods or services previously supplied or in the course of supply, whether identified through customer complaints, field reports, internal analysis, or regulatory alerts.
- 11.5** Where a product safety concern is identified, the Seller shall, in coordination with OPTIMARE: (a) initiate a formal investigation and root cause analysis; (b) implement immediate containment actions to prevent the supply of further non-conforming goods; (c) cooperate with any regulatory or customer-initiated safety investigation; and (d) implement corrective and preventive measures documented through the CAPA process under Article 3.
- 11.6** Where a product recall or withdrawal becomes necessary, the Seller shall support OPTIMARE in all recall-related activities, including identification of affected units, provision of all relevant records, coordination with regulatory authorities, and bearing all costs of recall attributable to defects in the Seller's goods.
- 11.7** The Seller shall maintain product liability insurance in amounts adequate to cover claims arising from any product defect or safety incident involving goods supplied to OPTIMARE. Evidence of such insurance shall be provided to OPTIMARE upon request.

PART III - GENERAL PROVISIONS

12. Audit Rights

- 12.1** OPTIMARE reserves the right to conduct audits of the Seller's facilities, processes, records, and quality management systems at any time during the term of an active Purchase Order upon providing at least fifteen (15) days' prior written notice. In cases of suspected non-compliance or product safety concerns, OPTIMARE may conduct audits with shorter notice.
- 12.2** The Seller shall fully cooperate in all audits, provide access to relevant personnel, facilities, and documentation, and promptly address any findings or observations raised by OPTIMARE's audit team.

13. Confidentiality

- 13.1** This Article 13 of this GT&C shall be read in conjunction with the Non-Disclosure Agreement executed between the Parties, and, in the event of any inconsistency between this Article 13 and the Non-Disclosure Agreement, the provision affording greater protection to Confidential Information shall prevail. The Seller shall treat all technical, commercial, and operational information received from OPTIMARE in connection with any Purchase Order as strictly confidential and shall not disclose the same to any third party without OPTIMARE's prior written consent.
- 13.2** The confidentiality obligations of this Article 13 shall survive the expiry or termination of this GT&C and any Purchase Order for a period of five (5) years thereafter.

14. Governing Law and Dispute Resolution

- 14.1** This GT&C shall be governed by and construed in accordance with the laws of the Republic of India.
- 14.2** The Parties shall endeavour to resolve any dispute, controversy or claim arising out of or in connection with this GT&C, including its existence, validity, interpretation, performance, breach or termination, through mutual

good faith negotiation in the first instance. If the Dispute is not resolved within thirty (30) days of receipt of written notice of the Dispute, either Party may refer the Dispute to arbitration in accordance with Article 14.3.

- 14.3** Any Dispute not resolved under Article 14.2 shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time (the "**Arbitration Act**"). The arbitration shall be conducted by a sole arbitrator, to be appointed by mutual agreement of the Parties within thirty (30) days of receipt by one Party of a written notice from the other invoking arbitration. Failing such agreement, the sole arbitrator shall be appointed in accordance with the Arbitration Act.
- 14.4** The seat and place of arbitration shall be New Delhi, India. The language of the arbitration shall be English.
- 14.5** Subject to Article 14.4, the courts at New Delhi alone shall have exclusive jurisdiction over any matter relating to the arbitration, including applications for interim or injunctive relief, appointment of the arbitrator, and the enforcement or challenge of the arbitral award.

15. Amendments

- 15.1** OPTIMARE reserves the right to amend this GT&C from time to time by providing the Seller with at least thirty (30) days' prior written notice. Continued acceptance of Purchase Orders following the effective date of any amendment shall constitute the Seller's acceptance of the amended terms.

16. Severability and Entire Agreement

- 16.1** If any provision of this GT&C is found to be invalid, illegal, or unenforceable, such invalidity shall not affect the remaining provisions, which shall continue in full force and effect.
- 16.2** This GT&C, together with each Purchase Order, constitutes the entire agreement between OPTIMARE and the Seller with respect to the Seller's

supply obligations and supersedes all prior representations, discussions, and agreements relating to the same subject matter.

17. Indemnification

- 17.1** The Seller shall indemnify, defend, and hold harmless OPTIMARE, its affiliates, and their respective directors, officers, employees, and agents (each an "Indemnified Party") from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, penalties, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) any breach by the Seller of this GT&C or any Purchase Order; (b) any Counterfeit Parts, product safety defect, or non-conformance in goods or services supplied by the Seller; (c) any actual or alleged infringement of a third party's intellectual property rights arising from the Seller's goods, services, or deliverables; (d) death, personal injury, or damage to property caused by the Seller's negligence, wilful misconduct, or breach of Applicable Laws; and (e) any breach of the Seller's obligations under Article 2 (Anti-Corruption and Anti-Bribery Compliance) or Article 5 (Data Protection and Privacy).
- 17.2** The indemnities in this Article 17 shall be in addition to, and shall not limit or prejudice, any other right or remedy available to OPTIMARE under this GT&C or Applicable Laws.
- 17.3** OPTIMARE shall provide the Seller with prompt written notice of any claim for which indemnification is sought, provided that any delay in giving such notice shall not relieve the Seller of its obligations under this Article 17 except to the extent the Seller is materially prejudiced thereby.

18. Limitation of Liability

- 18.1** Nothing in this GT&C shall exclude or limit either Party's liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under Applicable Laws.
- 18.2** Subject to Article 18.1, and save in respect of the Seller's obligations and liabilities under Article 2 (Anti-Corruption and Anti-Bribery Compliance), Article 4 (Counterfeit Parts Prevention), Article 13 (Confidentiality), and

Article 17 (Indemnification), the Seller's aggregate liability arising out of or in connection with this GT&C and all Purchase Orders issued in a given contract year shall not exceed 100% of the total value of the applicable Purchase Order, as specified in the applicable Purchase Order or as otherwise agreed in writing between the Parties.

- 18.3** Neither Party shall be liable to the other for any indirect, incidental, or consequential loss, provided that this Article 18.3 shall not apply to losses arising from Counterfeit Parts, breach of Article 2, Article 4, Article 5, or Article 13, or from the Seller's indemnification obligations under Article 17.

19. Intellectual Property Rights

- 19.1** All intellectual property rights in any technical data, drawings, specifications, designs, Quality Assurance Requirements documentation, or other materials furnished by OPTIMARE to the Seller shall remain the exclusive property of OPTIMARE or its licensors, and no right, title, or interest therein is transferred to the Seller save for a limited, non-exclusive, non-transferable licence to use such materials solely for the performance of the relevant Purchase Order.
- 19.2** Unless otherwise agreed in writing, all intellectual property rights in any goods, deliverables, designs, or work product created by the Seller specifically for OPTIMARE under a Purchase Order and paid for by OPTIMARE shall vest in OPTIMARE upon creation, and the Seller hereby assigns, and shall procure the assignment of, all such rights to OPTIMARE.
- 19.3** The Seller warrants that the goods, services, and deliverables supplied to OPTIMARE do not and shall not infringe the intellectual property rights of any third party, and shall indemnify OPTIMARE in accordance with Article 17.1(c) in respect of any such infringement.
- 19.4** The Seller shall not use OPTIMARE's name, trademarks, logos, or branding for any purpose, including in marketing or promotional materials, without OPTIMARE's prior written consent.

20. Force Majeure

- 20.1** Neither Party shall be liable for any failure or delay in the performance of its obligations under this GT&C (other than payment obligations) to the extent

that such failure or delay is caused by a Force Majeure Event, being an event beyond the reasonable control of the affected Party, including acts of God, war, terrorism, flood, earthquake.

- 20.2** The Party affected by a Force Majeure Event shall promptly notify the other Party in writing, giving details of the event and its expected duration and impact, and shall use reasonable endeavours to mitigate its effects and resume performance as soon as reasonably possible.
- 20.3** The Seller's obligations under Article 4 (Counterfeit Parts Prevention), Article 6 (Traceability and Record Retention), and Article 11 (Product Safety) shall not be suspended by a Force Majeure Event.
- 20.4** If a Force Majeure Event continues for more than sixty (60) days, either Party may terminate the affected Purchase Order(s) only by written notice to the other, without liability save for obligations accrued prior to such termination.

21. Export Control and Trade Compliance

- 21.1** The Seller shall comply with all Applicable Laws relating to export control, trade sanctions, and import/export licensing in India, including the Foreign Trade (Development and Regulation) Act, 1992, the Customs Act, 1962, and the SCOMET (Special Chemicals, Organisms, Materials, Equipment and Technologies) list under India's Foreign Trade Policy, and, to the extent applicable to the goods supplied, any extraterritorial export control regime of the country of origin of such goods or their components (including the U.S. Export Administration Regulations and the International Traffic in Arms Regulations).
- 21.2** The Seller shall obtain and maintain all export, import, and re-export licences, permits, and authorisations necessary for the supply of goods and services to OPTIMARE, and shall provide OPTIMARE with accurate export control classification information for all goods supplied.
- 21.3** The Seller shall not supply, and shall ensure that no Sub-Tier Supplier supplies, any goods, technology, or services to OPTIMARE that are sourced from, or which would cause OPTIMARE to be in violation of, any applicable trade sanctions or restricted or denied-party lists.
- 21.4** The Seller shall promptly notify OPTIMARE in writing of any actual or suspected violation of this Article 21, and any breach of this Article 21 shall

constitute a material breach entitling OPTIMARE to the remedies under Article 22 (Term and Termination).

22. Term and Termination

- 22.1** This GT&C shall take effect on the date it is executed by the Parties, or, if earlier, on the date of the Seller's first acceptance of a Purchase Order incorporating this GT&C, and shall continue in force until terminated in accordance with this Article 22.
- 22.2** Either Party may terminate this GT&C for convenience by giving the other Party not less than sixty (60) days' prior written notice, without prejudice to any Purchase Order already accepted, which shall continue to be governed by this GT&C until completed or terminated.
- 22.3** OPTIMARE may terminate this GT&C or any Purchase Order immediately by written notice if the Seller: (a) commits a material breach of this GT&C or any Purchase Order that is not remedied within thirty (30) days of written notice (or immediately, in the case of a breach incapable of remedy); (b) becomes insolvent, is subject to winding-up, liquidation, or insolvency resolution proceedings, or makes an assignment for the benefit of creditors; or (c) commits a breach of Article 2 (Anti-Corruption and Anti-Bribery Compliance), Article 4 (Counterfeit Parts Prevention), or Article 21 (Export Control and Trade Compliance).
- 22.4** On termination or expiry of this GT&C or any Purchase Order for any reason, the Seller shall: (a) immediately cease work under the terminated Purchase Order(s), except as OPTIMARE may direct; (b) deliver to OPTIMARE all completed and part-completed goods, and all OPTIMARE-owned materials, tooling, and Confidential Information in its possession; and (c) be paid for goods and services properly supplied up to the date of termination, less any amounts owed to OPTIMARE.
- 22.5** Termination of this GT&C or any Purchase Order shall not affect any rights or liabilities that have accrued prior to the date of termination.

23. Assignment and Sub-Contracting

- 23.1** The Seller shall not assign, novate, transfer, or create any encumbrance over this GT&C or any Purchase Order, or any rights or obligations thereunder, without OPTIMARE's prior written consent.
- 23.2** OPTIMARE may assign or transfer this GT&C or any Purchase Order to any of its affiliates or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its relevant business, upon written notice to the Seller.
- 23.3** The engagement of any Sub-Tier Supplier by the Seller shall be subject to Article 10 (Flow-Down of Requirements), and shall not relieve the Seller of any obligation or liability under this GT&C.

24. Notices

- 24.1** All notices required or permitted under this GT&C shall be in writing and shall be delivered by hand, registered post or speed post with acknowledgement due, reputable courier, or email (with confirmation of receipt), to the addresses of the Parties specified in the relevant Purchase Order or Seller Contract, or such other address as either Party may notify to the other in writing from time to time.
- 24.2** A notice shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by registered post or speed post, five (5) Business Days after posting; (c) if sent by courier, two (2) Business Days after dispatch; and (d) if sent by email, at the time of transmission, provided no delivery-failure notification is received, and provided further that a notice otherwise deemed received outside business hours shall be deemed received at the start of the next Business Day.

25. Relationship of Parties

- 25.1** The Seller is an independent contractor, and nothing in this GT&C shall be construed as creating a partnership, joint venture, agency, or employment relationship between OPTIMARE and the Seller, or between OPTIMARE and any of the Seller's personnel, agents, or Sub-Tier Suppliers.
- 25.2** Neither Party shall have the authority to bind or act on behalf of the other, save as expressly authorised in writing.

26. Waiver

- 26.1** No failure or delay by either Party in exercising any right or remedy under this GT&C shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof.
- 26.2** No waiver of any provision of this GT&C shall be effective unless made in writing and signed by an authorised representative of the waiving Party, and shall apply only to the specific instance for which it is given.

27. Survival

- 27.1** Article 1 (Definitions and Interpretation), Article 4 (Counterfeit Parts Prevention), Article 5 (Data Protection and Privacy), Article 6 (Traceability and Record Retention), Article 9 (Record Archiving and Retention), Article 11.7 (Product Liability Insurance), Article 12 (Audit Rights), Article 13 (Confidentiality), Article 14 (Governing Law and Dispute Resolution), Article 17 (Indemnification), Article 18 (Limitation of Liability), Article 19 (Intellectual Property Rights), Articles 22.4-22.5 (Consequences of Termination), Article 24 (Notices), together with any other provision that by its nature is intended to survive, shall survive the expiry or termination of this GT&C.