

**JOHN DEERE**

**Registered office:** Tower XIV, Cybercity, Magarpatta City, Hadapsar, Pune India -411013  
**Corporate Identity Number:** U74220PN1997PTC112441  
**Telephone Number:** (20) 6642 5000  
**Fax Number:** (20) 6642 5001  
**Website:** www.deere.co.in

**Scheduling Agreement**

SA NO.	Date	Validity	
5500055857	07/01/2017	From	To
		07/01/2017	12/31/9999
Buyer Code-Description: I41-OSMS PG 4 Buyer 1 Sheet:1/7			
UserID-Name: RC30953 - RAJAT CHOPRA			
Your Ref:			
Our Ref:			
Our GSTIN Number :27AAACJ4233B1Z4		Address for Delivery: John Deere India Private Limited Nagpur Parts Distribution Center Survey No. 168, 169, 171 & 275 Nagpur Maharashtra 13 India 440023 GSTIN Number: 27AAACJ4233B1Z4	
Vendor Name & Address Vendor Code: 356294. PIX TRANSMISSIONS LIMITED J-7, M.I.D.C., HINGNA ROAD, NAGPUR Maharashtra 13 India Contact No: 91 7104 669000 GSTIN Number : 27AAACP6016C1ZV			

This Scheduling Agreement is subject to terms & conditions below, as per attached annexure/letter if any and as per vendor registration form submitted by you.

Sl. No.	Part Number/Description	HSN/SAC	Quantity	Order Units	Order Price (INR)	Unit Discount	% Discount	Net of
00010	Part Number:YC19026 Rev No: Vendor's Part Number: Description: V-BELT HM2307 LUT- 40103190  Deliver to dock No.	40103190	999,999.000	PC		0.00	0.00	
	<b>CGST</b>						%	
	<b>SGST</b>						%	
	<b>TOTAL</b>							

Price Basis	JDIPL Nagpur PDC	Total Base P.O.Value: INR
Payment	60 Days - 0.00% Discount	
Inco Terms	EXW JDIPL Nagpur PDC	
<b>Special Terms</b> *GST Reference ID number should be put on the invoice with digital signature or duplicate copy for GST tax Invoice should accompany the supplies, *Invoices/ Delivery challans must indicate our PO No., Part No., Vendor code & Delivery Dock No Annexure I forms an integral part of this P O/S.A.		THIS IS AN ELECTRONICALLY GENERATED DOCUMENT WITHOUT SIGNATURE. TERMS AND CONDITIONS OF THIS DOCUMENT ARE AGREED AND ACCEPTED BY YOU. YOU HAVE AGREED THAT YOU SHALL ACT UPON IT AND SHALL NOT BE INVALIDATED SOLELY ON THE GROUND THAT IT IS NOT SIGNED.
<b>Special Instructions / Amendment No./Date</b>		



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5500055857	07/01/2017	From	To
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Buyer Code-Description: I41-OSMS PG 4 Buyer 1 Sheet:2/7

UserID-Name: RC30953 - RAJAT CHOPRA

Your Ref:

Our Ref:

## **TERMS AND CONDITIONS**

**Seller (Company/Firm/any other entity, person or persons named in the Purchase Order) agrees to sell and deliver to Buyer (John Deere India Private Limited) the materials/goods which are listed and described in the Scheduling Agreement/Purchase Order on the terms and conditions as set out herein. Unless this Scheduling Agreement / Purchase Order expressly provides otherwise, it is limited to these terms and conditions specified herein. Buyer hereby objects to any additional or different terms proposed by Seller in any quotation, acknowledgment, invoice, delivery challan or any other document. Any such proposed terms (save and except which are expressly approved by Buyer) shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. Modifications to the terms and conditions of this document will come into effect and will be valid and binding on the parties only if the same is expressly agreed by the Buyer in writing or which the Buyer agrees in writing to incorporate by reference.**

**1. ACCEPTANCE AND MODIFICATIONS.** This Scheduling Agreement / Purchase Order, whether or not issued with reference to a Quotation or proposal of Seller shall constitute an offer. In accepting this Scheduling Agreement / Purchase Order, Seller agrees to furnish the goods/materials specified herein in full accordance with all conditions set forth herein and / or attachments hereto or referred herein. Acceptance by Seller is expressly limited to the terms and conditions hereof and may be evidenced by returning the Acknowledgment form hereof or by commencement of performance. Failure to return the acceptance/Acknowledgment form does not diminish the responsibilities as set forth herein, but may result in a delay to any payments that may be due and may be cause for termination of this Scheduling Agreement / Purchase Order.

**2. PROGRESS REPORT.** On receipt of Letter Of Intent for new parts development from Buyer and Seller's subsequent indication of the development activity plan, and upon the release of Scheduling Agreement / Purchase Order, Seller shall strictly adhere to the activities mentioned in the approved plan and report progress of the same every two weeks or as agreed between the Buyer and Seller.

**3. DELIVERY SCHEDULE.** For new parts, Seller will commence commercial supply only after the receipt of the written approval from Buyer. The delivery schedule for commercial supplies shall be indicated maximum for future 12 months rolling. The flex pattern has already been sent to Seller by way of a separate letter. The same has also been discussed and an agreement has been reached with Buyer.

The delivery schedule for the goods / materials covered under this Purchase Order / Scheduling Agreement shall be as set out herein.

**4. PART DESIGN REVISION LEVEL.** Seller shall note that drawing revision applicable for each part at the time of releasing Scheduling Agreement / Purchase Order appears, besides the part number. The change in the drawing revision during the tenure of Scheduling Agreement / Purchase Order, if any, will be intimated separately which may be effected with or without any change in the Scheduling Agreement / Purchase Order at the discretion of Buyer. The Seller will ensure that the relevant revision part drawing and 3D Model, as applicable, is available and parts are supplied in line with the same after initial sample and PPAP (Production Part Approval Process) approval from Buyer. Any discrepancies in this regard shall be brought to the notice of the Buyer by the Seller.

**5. PRICE.** Prices mentioned in the Scheduling Agreement / Purchase Order is unit price exclusive of all taxes and duties. Part numbers covered in this Scheduling Agreement / Purchase Order, if supplied to any other DEERE Units will be added along with the quantities supplied to the Buyer for calculating the volume discount. Prices mentioned in this Scheduling Agreement / Purchase Order are fixed and are not subject to any variation in any manner except as permitted and agreed in writing by Buyer.

"The price agreed may be varied due to change in the agreed period of payment and such varied price shall be deemed to be the price agreed between the Buyer and the Seller."

**6.SPARE PARTS SUPPLY.** The Seller will be required to supply the spare parts at **John Deere India Private Limited (PY52); Nagpur Parts Distr. Center; State Highway 265; Nagpur-440023; Maharashtra**, against the relevant Scheduling Agreement / Purchase Order. Seller will strictly supply the material only to the Buyer or other DEERE units (after intimation and consent of the Buyer). Seller will not sell the DEERE & Company specific material to any other company or in the after market. The spare parts market will be exclusively addressed by the Buyer. Based on some exceptional agreements with the Buyer, the Seller can sell in after market under their own brand name.

**7. PACKING AND CARTAGE.** No charge for packing or cartage will be allowed except as stated herein and to be considered as part of value for the purpose of taxation. Packing and packaging of the goods/materials shall be as per the instructions of Buyer.

**8. SHIPMENT.** If the goods/materials are not shipped in accordance with Buyer's direction and the instructions set out in this Scheduling Agreement/Purchase Order, Seller shall pay to Buyer any cost occasioned suffered or incurred by Buyer thereby. Any losses, costs, expenses or damages suffered by Buyer as a result of delay in receiving the goods/materials shall be borne by Seller and Buyer shall be entitled to claim the same from the Seller.

### **9. DOCUMENTS WITH SHIPMENT**

A) Original GST Invoice issued under Sec 31 to 34 of CGST Act read with rules thereon along with Duplicate copy of the same and one extra copy

should be delivered to John Deere representative in the factory with each consignment.

B) Delivery challan and packing note.

C) Inspection and Test reports, if any E--Way Bill..

D) Any form, including disclaimer, requested by Buyer on connection with export incentive scheme of central, state or local government.

E) All other relevant documents which are specific to the supplies owing to the nature of the supplies covered under the Scheduling Agreement / Purchase Order to constitute complete delivery.

### **10. DUTY DRAWBACK RIGHTS.**

This Scheduling Agreement / Purchase Order includes all related customs duty and import duty drawback rights (including rights developed by substitution and rights which may be acquired from Seller's suppliers) if any, which Seller can transfer to Buyer. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

### **- DISCLAIMER CERTIFICATE**

Disclaimers or any other document to be submitted as and when required.

**11. PAYMENT.** Unless otherwise stated in Scheduling Agreement / Purchase Order invoices for the goods/materials delivered in accordance with the instructions and specification of Buyer shall be paid net 90 DAYS from the date of receipt of the invoice or receipt of the goods/materials, whichever is later. Seller shall be paid after final delivery of all required goods/materials in accordance with the terms of the Scheduling Agreement/Purchase Order together with a correct invoice and all necessary shipping documents and any and all other documentation which may be required, including drawings, data, manufacturing record books, etc..You will issue credit note if payment is made before due date after reducing your tax liability as per the Early Payment Discount Policy agreed by the Buyer.

**12. EXCESS GOODS.** As far as possible no excess goods will be allowed without the cover of a tax invoice Buyer shall not be responsible for any loss or damage to the said goods/materials while in the possession of the Buyer. Buyer may, and at Seller's direction shall, return such goods/materials at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Notwithstanding anything contained in this Scheduling Agreement / Purchase Order, in case the Seller fails to repay / pay Buyer any sums due to be paid by Seller to Buyer whether under this Scheduling Agreement or otherwise, Buyer shall have a lien over the said excess goods/materials and /or right to retain the said excess goods/materials till the payment/repayment of the said dues by Seller.

**13. SHIPPING TERMS, TITLE AND RISK OF LOSS.** If the goods/materials are transported from Seller's location to Buyer's

location, unless otherwise specified in the face of the Scheduling Agreement/ Purchase Order, the F. O. B. point is Buyer's location. When the F. O. B. point is Seller's location, Seller shall bear all risk of loss or damage to the goods/materials and title shall pass to Buyer upon delivery of the goods/materials to the carrier designated or approved by Buyer; provided however, that any loss or damage, whenever occurring, which results from Seller's non-conforming packaging, crating or handling shall be borne by Seller. Seller shall, at its own cost, self-insure or purchase insurance for the goods/materials against the risk of loss or damage for their full replacement value for the period until delivery of the goods/materials to Buyer. When the F. O. B. point is Buyer's location, Seller bears all risk of loss or damage to the goods/materials and title will pass to Buyer upon delivery of the goods/materials at Buyer's location. In all other cases, unless otherwise specified on the Scheduling Agreement /Purchase Order or in a separate agreement, Seller will deliver the goods/materials DDU (Incoterms 2000) at Buyers' location. Title to goods/materials passes to Buyer upon receipt at Buyer's location.

**14. TERMINATION.** In addition to and without prejudice to other rights available to the Buyer to terminate the Scheduling Agreement/Purchase Order, Buyer has the discrimination to terminate this Scheduling Agreement/ Purchase Order, in whole or in part, by written or telegraphic notice at any time to Seller. However, termination of this Scheduling Agreement / Purchase Order shall not affect the rights of Buyer which would have accrued to Buyer prior to the termination of this Scheduling Agreement / Purchase Order. Seller hereby agrees and acknowledges that Buyer shall not be liable for any losses, costs; expenses or damages suffered or incurred by Seller, whether directly or indirectly, as a result of the termination by Buyer of this Scheduling Agreement / Purchase Order for any reason whatsoever. If this Scheduling Agreement / Purchase Order is terminated, any claim of Seller may be, in the sole discretion of Buyer, will be settled on the basis of reasonable costs it has incurred in the performance of this Scheduling Agreement / Purchase Order for labor and materials which are not usable by Seller for making other goods it manufactures. Goods/materials for which Seller is reimbursed shall become the property of Buyer.

Notwithstanding anything contained in this Scheduling Agreement/Purchase Order, Buyer shall also have termination rights in the following situations:

- a. Change control or ownership of Seller
- b. Dispute in Seller's management, strikes, lockouts
- c. Financial or any other crisis at Seller end or in relation to its business / operations
- d. Breach of any covenant / condition of this Scheduling Agreement / Purchase Order;
- e. Any defect in the goods/materials supplied;
- f. Goods/materials not being in conformity to the sample / description / designs / drawings specified by Buyer.

Buyer's decision in this regard shall be final and binding on Seller.

**15. DELAYS.** The time and dates of delivery as specified in the Scheduling Agreement/Purchase Order or as per the instructions given by the Buyer (including any extension of time) shall be binding and shall essence of the contract between the Buyer and the Seller. If the Seller shall fail or refuse to proceed with this Scheduling Agreement/Purchase Order, or if Seller fails to make delivery according to the delivery schedule, Buyer may cancel the then remaining balance of this Scheduling Agreement/Purchase Order unless delay is an excusable delay as herein after defined. An excusable delay shall not constitute a default hereunder. The term "excusable delay" as used in this section means any delay in making deliveries which results without fault or negligence on the part of the party involved and which is due to causes beyond its control including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of Government, acts of the other party hereto, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather. Seller shall promptly notify Buyer of any such delay in delivery and the cause thereof.

Notwithstanding the right to terminate this Scheduling Agreement/Purchase Order, if the delay in execution of Scheduling Agreement/Purchase Order by Seller does not fall under the term "excusable delay" then Buyer shall be free to charge liquidated damages as mutually agreed before the release of this Scheduling Agreement/Purchase Order or as available under applicable law.

**16. INSPECTION AND ACCEPTANCE.** Buyer, at its option, may inspect and test the goods/materials at Seller's plant, off site, and/or the point of destination. Buyer shall have the right to observe Seller's inspection, quality and reliability procedures and review the data supporting same. Acceptance of the goods/materials by Buyer shall not relieve Seller from any of its obligations and warranties hereunder. In no event shall payment or transfer of title constitute acceptance. Buyer may, if required, appoint any independent third party to examine and/or inspect the goods/materials at Seller's plant or location and the costs of such examiner or third party shall be borne by Seller.

**17. QUALITY AND WARRANTY.** Seller expressly warrants that all goods/materials covered by this Scheduling Agreement / Purchase Order will conform to the instructions including that of date, time of delivery, quantity, and standards, specifications, drawings, samples, models, 3-D geometry or other description furnished or expressly adopted by Buyer, and will be of good/materials material and workmanship, and free from defects, including defect in design (if Seller's design) and, if custom-designed by Seller for the application Buyer specified, be comparable in quality to similar custom goods/materials sold for similar applications, and if the goods/materials are not ordered to Buyer's specifications, Seller further warrants that they will be merchantable and fit and sufficient for the purpose intended. Any loss, costs, expenses or damages suffered by Buyer as a result of the good/materials s not being as per the specification of Buyer or of good material and workmanship or free from defects, shall be indemnified by Seller. Seller further warrants that all goods/materials covered by this Scheduling Agreement / Purchase Order, including but not limited to components and material furnished for or incorporated into finished goods/materials or for distribution as service parts will comply with all applicable legal requirements and Buyer specifications that restrict or prohibit certain substances as constituents of products as specified in the John Deere Restricted Materials List. The John Deere Restricted Materials List is found at

[https://jdsn.deere.com/wps/wcm/myconnect/3f849e004f5af1249b17bbfbcc0c315a/restricted\\_materials\\_list\\_suppliers.pdf?MOD=AJPERES](https://jdsn.deere.com/wps/wcm/myconnect/3f849e004f5af1249b17bbfbcc0c315a/restricted_materials_list_suppliers.pdf?MOD=AJPERES). If for any reason Seller is unable to access the mentioned web-site he will contact the concerned Buyer to get the hard copy of the same. Not accessing the site or obtaining the hard copy shall not relieve the Seller from his obligation to strictly adhere to Buyer's requirements. Seller also warrants that its processes shall comply with the John Deere Supplier Quality Manual JDS- G223 and that goods/materials will comply with all then-current industry safety standards, including labeling requirements and adequate warnings as required. The JD Supplier Quality Manual is at

<https://jdsn.deere.com/wps/wcm/myconnect/632635804d1bd68b99b0bba912093b63/english.pdf?MOD=AJPERES> if for any reason Seller is unable to access the mentioned web-site he will contact the concerned Buyer to get the hard copy of the same.

Not accessing the site or obtaining the hard copy shall not relieve the Seller from his obligation to strictly adhere to Buyer's requirements. In case of any defect in the goods/materials, attributed to defects in material, manufacturing and workmanship appearing before the expiry of 24 months after final product sale date, Seller shall reimburse the cost of segregation or sorting or reimburse the cost of rework or replace the goods/materials free of cost or reimburse the cost of repairs at actual which may include consequential failures Seller hereby represents and warrants that the goods/materials are manufactured in accordance with applicable laws. Seller acknowledges that it has not been induced to enter into the Scheduling Agreement/ Purchase Order by any representation or warranty and, having negotiated and freely entered into the Scheduling Agreement/Purchase Order, agrees that it shall have no remedy in respect of any such representation or warranty, except in the case of fraud.

**18. QUALITY PLANNING AND ASSURANCE.** Seller shall perform complete layout inspection of parts for internal and external dimensions, at least twice a year. Seller shall keep a complete record of traceability to allow for parts to be matched to a certain time frame and process. Seller shall keep all metallurgical and dimensional records for minimum of five years. Seller is required to submit all dimensional and metallurgical inspection documents, including those from sub-suppliers, with every batch of supplies. Seller shall upon reasonable request make available for Verification of product, process and System Audit by Buyer and its duly authorized agents. Such records and procedures of Seller as may be necessary to perform an audit of Quality and other items

relevant to the terms of this Scheduling Agreement/ Purchase Order. Such audits may be performed while this Scheduling Agreement/ Purchase Order is in effect.

**19. DEFECTIVE GOODS.** If any of the goods/materials supplied by the Seller fail to meet the warranties contained in QUALITY and WARRANTY clause no.17 ("Nonconformity"), Seller, upon notice thereof from Buyer, shall promptly correct or replace the same at Seller's expense and reimburse Buyer for all costs to rework and taxes thereon or replace the nonconforming goods/materials in Buyer's products. If Seller fails to do so, Buyer may cancel this Scheduling Agreement/ Purchase Order as to all such goods/materials, and in addition, may cancel the then remaining balance of this Scheduling Agreement/ Purchase Order. After notice to

Seller, all such goods/materials will be held at Seller's risk. Buyer may, a return such goods/materials to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such goods/materials shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. If any field problem occurs as a result of a Nonconformity in the goods/materials provided under this Scheduling Agreement/ Purchase Order and is sufficiently serious and widespread to threaten Buyer's marketing of its end product or Buyer's reputation, or poses a previously unforeseen safety hazard or causes any governmental agency, including without limitation the Consumer Products Safety Commission - Respective destination country specific, to require a change in Buyer's end product, such that a recall or Product Improvement Program (a PIP) is a reasonable corrective action, Buyer shall be entitled to recover from Seller all costs and expenses incurred by Buyer in taking any such corrective action. If the corrective action is necessary in part because of Nonconformity in the goods/materials provided, and in part because of an act or omission of Buyer, said costs and expenses shall be allocated between the parties pro rata according to their respective percentage of fault. The returned defective goods/materials will be appropriately destroyed / disfigured by Seller to prevent accidental mix-up with the regular supply of parts to Buyer.

If any goods/materials found defective after assembly or processing at Buyers end due to non-conforming product supplied by Seller, Seller shall reimburse the cost of segregation or sorting or rework or shall reimburse the cost of processing (Machining / Assembly / Painting / Testing etc) incurred on such goods/materials by Buyer. If the defect in any product cannot be reworked or repaired and may impact the final product with any potential accidental mix-up of the goods with conforming goods, will be informed to Seller and scrapped at Buyer's end at Sellers cost.

Seller hereby agrees and acknowledges and it is hereby clarified that if Buyer becomes aware of any defect in goods/materials after the goods/materials have been or are in the course of being delivered to its customers / affiliates, whether in India or outside India, Seller shall be solely responsible for taking delivery of the defective goods/materials from the location or site of Buyer's customers / affiliates at the sole cost and risk of Seller. However, if, under applicable law or otherwise, Seller cannot take delivery of such goods/materials, Buyer may, without being obliged to, arrange to deliver the goods/materials to Seller and all costs and expenses (including applicable taxes) incurred by Buyer for delivering the goods/materials to Seller shall be recovered by Buyer from Seller.

For capital goods, services and indirect materials, Buyer and Seller mutually may agree for specific terms and conditions as regard to delivery schedule, payment, inspection and acceptance, quality and warranty, quality planning and assurance, defective goods other than those stated above. In such instance the mutually agreed terms and conditions shall prevail over the terms and conditions mentioned herein.

**20. CHANGE NOTIFICATION.** Seller shall give Buyer advance notice in reasonable time frame in writing of all specification, design, part number material, Tiered supplier, packaging and other identification changes, as well as major changes in process or procedure which may impact fit, form, function, performance, durability, or appearance of the goods/materials or changes in the location of the manufacturing plant or place of performance, made by Seller applying to goods/materials covered by this Scheduling Agreement/ Purchase Order. Seller will proceed with changes only after written approval from Buyer. If Seller fails to do so, Buyer may cancel this Scheduling Agreement/ Purchase Order as to all such goods/materials, and in addition, may cancel the then remaining balance of this Scheduling Agreement/ Purchase Order. If any field problem occurs as a result of any changes by Seller and/is sufficiently serious and widespread to threaten Buyer's marketing of its end product or Buyer's reputation, or poses a previously unforeseen safety hazard or causes any governmental agency, including without limitation the Consumer Products Safety Commission - Respective destination country specific, to require a change in Buyer's end product, such that a recall or Product Improvement Program (a PIP) is a reasonable corrective action, Buyer shall be entitled to recover from Seller all costs and expenses incurred by Buyer in taking any such corrective action.

**21. INTELLECTUAL PROPERTY INDEMNIFICATION.** Seller shall protect, defend, hold harmless and indemnify Buyer and its officers, directors, employees, agents, successors, assigns, and customers, from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses (the "Loss") for injury, loss or damage of any kind claimed by a third party, and caused by or arising from, or alleged to have been caused by or arise from, infringement of any patent or copyright, or wrongful use of third-party trade secret or proprietary information, for or on account of the manufacture, sale, offer for sale, or use of any goods/materials furnished hereunder, except in the case where Seller's compliance with specifications prescribed by and originating with Buyer constitutes the sole basis of such infringement or wrongful use. If the use or sale of any goods/materials furnished hereunder is enjoined as a result of such suit, Seller, at its option and at no expense to Buyer, shall obtain for the party to be indemnified (including Buyer's customers, if applicable) the right to use and/or sell the goods/materials or substitute acceptable equivalent goods/materials and extend this indemnity thereto. Failure of Buyer to discover and/or remedy the foregoing act(s) or omission(s) shall not excuse Seller from this obligation. Buyer shall notify Seller in writing of the Loss and give Seller control of the defense of same, insofar as Buyer has the authority to do so. Buyer shall cooperate in, but not be responsible for paying for, the investigation and defense thereof. Should Seller fail to assume its obligation hereunder, Buyer shall have the right, but not the obligation, to defend itself and to thereafter require from Seller reimbursement and indemnification for any and all costs and expenses, including attorney's fees, paid by Buyer in connection therewith. Seller having insurance as required hereunder shall in no way be interpreted as relieving Seller of any responsibility under this section. This section shall survive termination, cancellation or expiration of this Scheduling Agreement/ Purchase Order.

**22. INDEMNITY.** Seller shall protect, defend, hold harmless and indemnify Buyer and its officers, directors, employees, agents, affiliates and successors from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses (the "Loss") for injury, loss or damage of any kind caused by or arising from, or alleged to have been caused by or arise from, improper or defective design, manufacture, material or workmanship in goods/materials purchased from Seller hereunder or any account of non-compliance to any laws, rules, regulations as may be applicable including that of the countries to which the supplies may be exported or for breach of any terms and conditions of this Scheduling Agreement/ Purchase Order. Buyer shall cooperate in, but not be responsible for paying for, the investigation and defense thereof. Should Seller fail to assume its obligation hereunder, Buyer shall have the right, but not the obligation, to defend itself and to thereafter require from Seller reimbursement and indemnification for any and all costs and expenses, including attorney's fees, paid by Buyer in connection therewith. Seller having insurance as required hereunder shall in no way be interpreted as relieving Seller of any responsibility under this section. This section shall survive termination, cancellation or expiration of this Scheduling Agreement/ Purchase Order.

**23. INSURANCE REQUIREMENTS.** Seller shall at its own expense effect and will maintain such general liability insurance and product liability insurance (including transit insurance) to adequately cover its liabilities under this Scheduling Agreement/ Purchase Order or as may be instructed by Buyer and provide such proof of insurance coverage as established by Buyer to Buyer.

**24. BAILMENT.** Machinery, equipment, tools, jigs, dies, patterns, drawings, 3D Models, specifications and samples furnished to Seller by Buyer on other than a charge basis shall be held by Seller as upon bailment and upon the completion of this Scheduling Agreement/ Purchase Order shall be returned to

Buyer or otherwise satisfactorily accounted for. Seller, at its expense, shall insure all such items for the reasonable value thereof against loss or damage of any kind.

**25. CERTIFICATION.** Seller hereby certifies that it will fully comply with the rules and regulations of certification in India which are incorporated by reference as appropriate. Seller commits itself to such compliance by acceptance of this Scheduling Agreement/ Purchase Order.

**26. APPLICABLE LAWS.** Seller, in the performance of this Scheduling Agreement/ Purchase Order, shall comply with the provisions of all laws, rules, regulation which may be applicable to the supplies covered under this Scheduling Agreement/ Purchase Order including but not limited to Labor Laws of India including but not limited to the Minimum Wages Act, 1948, Contract Labor (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, or laws of any other country, as may be applicable, and agrees, upon request, to furnish Buyer a certificate to such effect in such form as Buyer may from time to time require.

**27. PACKAGING AND LABELING LAWS.** Seller shall package and label the goods/materials and their containers in accordance with all applicable local, state, and federal packaging and labeling laws and regulations in effect in the place to which the goods/materials are shipped or the country of origin or as specified otherwise by Buyer. In absence of laws regulating the labeling of hazardous substances, Seller shall label such substances or their containers in accordance with WARNING LABELS, as legally required or to sufficiently inform that it contains hazardous substances. Based on the agreement between Buyer and Seller, the goods/materials will be supplied in returnable pallets / containers. In such case Seller will design the returnable pallets / containers with consent of Buyer, to avoid any damages to the part during transportation and handling. The pallets / containers shall be regularly maintained and /or replaced by Seller. All the goods/materials which are having a shelf life will have the label on the package with the Expiry date. Goods/materials with shelf life must be dispatched not more than 30 days of manufacturing date, as per Scheduling Agreement/ Purchase Order.

**28. SPECIAL TOOLS.** Unless otherwise stated, all special tools, dies, jigs, patterns, machinery and equipment needed by Seller for the performance of this Scheduling Agreement / Purchase Order shall be obtained by Seller at its expense and shall be the property of Seller. Seller shall maintain and keep the tools in good condition to manufacture or process the goods/materials as per the specifications or requirement as per the Scheduling Agreement / Purchase Order.

**29. ASSIGNMENT.** Seller shall not assign or transfer this Scheduling Agreement/Purchase Order or any interest therein to any other party without the written consent of Buyer. Any assignment made without such consent shall be null and void. The Buyer shall be free to assign or transfer in whole or in part, all its rights and interest in the Scheduling Agreement / Purchase Order without prior notice to or prior consent of the Seller.

**30. TAXES.** Unless otherwise stated, the basic prices do not include any central taxes (CGST) , state taxes (SGST), union territory taxes (UTGST) or integrated taxes (IGST), and similar taxes applicable to the goods/materials furnished hereunder or the materials used in the manufacture thereof. All such taxes and charges shall be shown separately on Seller's invoices. All the taxes / duties mentioned in the Scheduling Agreement / Purchase Order are applicable as on the date of release of the Scheduling Agreement / Purchase Order, and will be considered at actual at the time of dispatch..

**31. CONFIDENTIALITY.** This document and any material transmitted by Buyer may contain information proprietary to Buyer, its subsidiaries or affiliates and such information is not to be used by Seller or any other recipient for any purpose other than the purpose for which it was transmitted. The information shall be maintained in confidence and not disclosed to third parties without the written consent of the Buyer. Seller will execute a confidentiality and non-disclosure agreement as required by Buyer.

**32. BUYER'S PROPERTY.** Buyer shall have sole ownership of all right, title and interest in any items, materials or works of authorship produced or created by Seller as a result of the services performed by Seller for Buyer hereunder. Seller hereby irrevocably assigns all copyrights in such items, materials or works of authorship to Buyer. Buyer shall have sole ownership of all right, title and interest in any inventions conceived by Seller as a result of the services performed by Seller for Buyer hereunder, and Seller hereby irrevocably assigns all patent rights in such inventions to Buyer.

**33. SAFETY.** Seller shall ensure that its work and work place are safe adequately managed and free from risk to health, safety and the environment. All persons performing work in Seller's plants must comply with the "Factory Safety Regulations" of Seller. The persons deputed at Seller's plant shall always use PPEs such as safety shoes, safety goggles, ear plugs, safety harnesses while working at height and all other necessary PPEs as the job may demand.

**34. CODE OF CONDUCT.** Seller shall comply with the John Deere Supplier Code of Conduct, which is found at <http://www.deere.com/suppliercode/>. If for any reason Seller is unable to access the mentioned web-site he will contact Buyer to get the hard copy of the same. Not accessing the site or obtaining the hard copy shall not relieve Seller from his obligation to strictly adhere to Buyer's requirements. In case of Confidential Information Seller will take all measures required to comply with the applicable privacy laws. Seller shall have in place reasonable security practices and procedures containing managerial, technical, operational, and physical security control for protection of any confidential data / information and shall have a privacy policy in place with a designated Data Privacy Officer to redress grievances in a reasonable time bound manner. Seller agrees that it will not bribe, attempt to bribe, or accept bribes from, any government officials or employees, public international organizations, politicians, political parties, or private individuals or entities. Seller acknowledges and agrees that it is familiar with and will abide by the anti-bribery laws which are in place including Conventions which may be applicable and will always take similar actions with its supply base to ensure compliance with anti-bribery laws. Seller agrees it will not take any action that would cause Buyer to be in violation of any such anti bribery laws. In the event of any violation of any provisions in this Section, Seller shall immediately notify Buyer and cooperate with any investigations. Buyer may immediately terminate this Scheduling Agreement/Purchase Order in the event of any breach of this provision by Seller and shall not be required to make any payments to Seller if such payments are related to a transaction in which Seller is of breach and shall be responsible to making payment of any fines or penalties levied in this regard.

**35. RIGHT TO AUDIT.** Seller shall upon reasonable request and during reasonable business hours, make available for examination and reproduction by Buyer and its duly authorized agents, such books, records, and invoices of Seller as may be necessary to perform an audit of costs and other items relevant to the terms of this Scheduling Agreement/Purchase Order. Such audits may be performed while this Scheduling Agreement/Purchase Order is in effect and within one year after its termination.

**36. CHILD LABOR.** In line with WTO strictures and Buyer of not dealing directly or indirectly with suppliers or contractors who employ child labor in their facilities, Seller should prevent employing child labor in there and their suppliers' facilities. In event of Buyer coming across any such practice, Buyer may terminate the Scheduling Agreement/Purchase Order.

**37. ENVIRONMENT CONSERVATION.** Seller shall ensure that the goods/materials supplied by Seller and the packaging thereof is suitable and environmentally and safety compatible and shall satisfy the current Government and Safety constraints on hazardous material, restricted, toxic, radioactive, electrical and electromagnetic emissions, considerations or otherwise as may be applicable and relevant with respect to the local laws or any other country where it may be exported. While working at Buyer's plant, Seller's personnel shall follow all applicable environmental rules and regulations. Seller shall ensure proper precautions while handling chemicals or oils and ensure that there is no spillage or leakage of the same. Hazardous waste generated if any while executing the works shall be disposed off as per the specified norms by central / state or federal pollution control board or any other applicable law/regulation.

- 38. TRANSPORTATION VEHICLES.** All the vehicles used for transportation of the goods/materials mentioned in the Scheduling Agreement / Purchase Order should comply to the Central Motor and Vehicle Rules Act as applicable from time to time. The transporter is required to carry the P.U.C. (Pollution under Control) certificate and Vehicle Fitness Certificate of the transportation vehicle during the time of delivery. Seller will ensure that the vehicle / transportation mode used will deliver the goods/materials in good condition till the point of destination, free from damages, free from rust or contamination and will carry E-Way Bill disclosing prescribed details.
- 39. JURISDICTION AND ARBITRATION.** This Scheduling Agreement / Purchase Order shall be governed by the laws of India. Any disputes or difference or question arising out of or in connection with or incidental to the Scheduling Agreement/Purchase Order (except for matters arising out of payments for the supplies by Buyer to Seller) shall be first attempted to be settled by mutual discussions, failing which, the parties shall refer the same to sole arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Pune. The decision of the arbitral tribunal shall be final and binding upon the parties. For the purposes of this Scheduling Agreement / Purchase Order, including in respect of any matters covered under arbitration and matters pertaining to payments for the suppliers by Buyer to Seller which is not covered under arbitration, the courts of law in Pune will have exclusive jurisdiction. In case of disagreement or dispute of any kind, either on the Scheduling Agreement/Purchase Orders or more generally on the business relationship between Buyer and Seller the court in Pune will be competent court to settle such disputes.
- 40. INDEPENDENT CONTRACTOR.** Seller is an independent contractor. All individuals that Seller assigns to perform services are Seller's employees. Nothing in this Scheduling Agreement/Purchase Order, and no conduct, communication, trade practice or course of dealing shall be interpreted or deemed to create any partnership, joint venture, agency, or fiduciary relationship the parties or their subsidiaries or affiliates.
- 41.** Seller ready to indemnify John Deere for any loss on account of input tax credit of GST due to any Act or omission by the seller.
- 42.** In the event of any reduction in the tax rate or benefit of input tax credit which result in the reduction in the price,the suppliershall ensure to pass on such benefit to JD,in terms of section 171 of CGST Act and SGST Act as applicable.
- 43.** Seller should ensure correct and accurate uploading of invoices and return on GSTN portal as per the data specified in CGST/SGST/UTGST/IGST Act.