

Purchase Order

Supplier		PO Number	PO Date
Vendor Code: 200220369 TYKON ENTERPRISE B101,UJWAL SERENE,, NEAR MAULI GARDEN, BANER PUNE - 411045 India Attn: Prakash G Phone: 9822307430 E-mail: tykonentp@gmail.com		12448634	31 AUG 2018
Ship-To and Bill-To Address		INTERNATIONAL PAPER APPM LIMITED IPAPPM - Kadiyam Mill Industrial Area Kadiyam Mandalam M R Palem, Kadiyam East Godavari 533126 India	

Instructions	Buyer Contact Details
# All other terms & conditions as per International Paper's Standard Terms & Conditions of Purchase. # Please mention returnable gate pass ref. in your invoice & delivery challan (applicable for repair services). Necessary Test report and Dimension report to accompany # TDS will be levied as applicable.	Buyer: V.Narasimha Murthy Tel: 0091-883-2562943 Fax: E-mail: murthy.vadapalli@ipaper.com

Supplier Reference	Agreement Reference	
Mode of Dispatch	Freight	Shipment terms
		DAP
Payment terms	Insurance	
Net 7 days	TO YOUR ACCOUNT	

Item	Item Description	Quantity	UoM	Unit Price (INR)	Total Value	Delivery Date
1	DISOLVED OXYGEN METER CALIBRATION REGARD				25750.00	10 SEP 2018
	3000135	1.000	AU	25,750.00		
	AMC, INSTRUMENTATION WORKS - AU					
	IN:Integrated GST-ND		%	18	4635.00	
	Total Basic			INR	25750.00	
	Total P&F			INR	0.00	
	Total Tax			INR	4635.00	
	Total Swachh Bharat & Krishi Kalyan Cess			INR	0.00	
	Grand Total				30385.00	

GSTIN:37AAACT8849D1Z3

Range: RANGE III

Division: RAJAMAHENDRAVARAM

Commissionerate: VISAKHAPATNAM II

Scoe of job-

SCOPE OF WORK:

01.ETP DISOLVED OXYGEN METER CALIBRATION MAKE:E+H
 DISSOLVED OXYGEN METER COM253-DX0010; SR NO:K90BA605G00
 SENSOR, MDL: COS41-4F, E+H(ENDRESS +HAUSER) D.O.METER

02.ON SITE CALIBRATION REQUIRMENT.

03.CALIBRATION CERTIFICATE&TRACEBILITY CERTIFICATE REQUIRMENT.

Purchase order has ben released against your email confirmation dated

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East Godavari District

Andhra Pradesh, India.

www.ipappm.com

Corporate Office:

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1089/3B/40 to 42/KS/801

Hi-Tech City Main Road, Madhapur

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24.08.2018.

Unit-

KADIYAM.

Department-

Instruments department.

To & transportation, local conveyance, lodging & boarding

insurance of your service engineer in your scope.

Payment-

7 days after completion of service and submission of calibration

certificate & traceability certificate.

Other Terms & conditions

a) You shall read the below terms & conditions along with those defined, stipulated in the Service Agreement attached herewith. Please acknowledge the receipt of this PO, Service Contract by returning a signed copy.

This order is issued to you on basis of confirmation to comply to Scope Of Work(SOW), Terms & Conditions of this PO and the Contractor Safety Policy requirements.

You shall maintain a record of activities performed by your workforce on daily basis and submit the details along with Bills/Invoices.

The quality performance related to this contract shall be reviewed quarterly, as appropriate.

b) Coordinate with User Dept -

In line with the Contractor Safety Policy, you shall provide Supervision, Safety tools, tackles and other required PPE and ensure that your workmen use these during the execution of job/works and follow the normal Industrial Safety Practices.

You shall obtain a necessary Work Permit & gate passes from concerned required to carry out the work.

You shall be responsible for submitting the Scope of Evaluation item wise jobs and compliances of Contractor Safety Policy duly signed to the User and based on the same report User will attach to Service entry, forward the feedback report to buyer immediately after completion of job.

OXY ACETYLENE GAS cutting equipment's, regulators, flash back arresters etc shall be L&T/ ADVANI/ ESAB make only

You shall submit the detailed Safety Plan to safety dept & User dept and the same has to be get it approved by Safety dept before start up the job.

Company will not give any material on sale basis at the time of work execution whatsoever may be.

c) General requirements :

You shall follow our HR SOP. You shall submit the valid labour licence relevant to work before start of the job.

Minimum wage payment to your workmen/crew should be ensured by you and

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documentary evidence shall be submitted periodically.

You shall submit the Own ESI & PF codes /certificates before start of the job.

Your crew deployed at site shall not work more than 8 hours in a day.

Your workmen shall get a weekly off after every 6 days of working

d) Payment terms-

Bill should be submitted by you in quadruplicate to concerned Dept for verification, scrutiny & certification. On receipt of the same payment will be made on 7th day from the date of invoice.

Where applicable for advance payment you shall submit a tax paid invoice. For release of final payment you shall submit invoice for the differential amount with tax. You shall also ensure that the advance payment invoice number/date is referred in the final invoice.

Any payment including advances shall be effected only against the submission of original tax paid invoices / a Performa invoice.

In case your workmen are asked to work beyond normal duty hours you shall submit the details of workmen, no. of hours/days along with your Bills/Invoices failing which your Bills/Invoices shall not be paid as per agreed Payment terms.

e) Tax conditions -

Income Tax, Works Tax, Cess etc. will be recovered as per Govt. rules from time to time.

GST will be paid extra as applicable if invoiced/billed and the GST Registration No. should invariably be incorporated in your invoices as per the prevailing rules in vogue. WCT extra if applicable.

Check list for GST Invoices -

The Document titled as Invoice / Bill other mode of title is ineligible, Date of Document, GST Registration No. PAN based, Name & Address of Service provider, Full Name of Service Receiver As INTERNATIONAL PAPER APPM LIMITED (Formerly known as THE ANDHRA PRADESH PAPER MILLS LIMITED) All Invoices / Bills should serially number, preferably preprinted, Title or Nature or Classification of Service provided and other details, where required, place of service provided, Value of Service provided in INR, Any abatement or exemption should be mentioned in the invoices / Bill, Rate of GST, Authorized signature of the Service Provider & Any new imposition/ restriction by the Govt. Of India from time to time.

International Paper APPM Limited believes that discharging the tax obligations as per law is the sole responsibility of the vendor. IP APPM shall pay all applicable taxes on the goods / services rendered as claimed by the goods / service vendor. In case the taxes claimed are higher than applicable rates IP APPM requires the vendors to rectify the invoice as per the written directions. In such cases, in case of dispute with the tax department regarding the tax rate IP APPM shall make good the tax amount along with applicable interest on such tax charged less as per the written directions. If the tax rate charged by the vendor is

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lower there is no obligation on the part of IP APPM to pay the differential tax demand, if any, raised in future by the tax department. No claim on this accounts shall be entertained under any circumstances.

It is the statutory obligation of the vendor to file the Goods and Services Tax returns properly in the manner prescribed and pay taxes so that IP APPM will get the Input Tax Credit (ITC) of the taxes paid to the Vendor. In case ITC is denied to IP APPM on account of non-filing of Returns, non-payment of taxes or any other misdemeanor attributable to the vendor the amount of ITC so denied along with interest and applicable penalties (total amount) will be recovered from the amounts payable to the vendor without any notice. If any amount is not payable, the vendor within 7 days from the communication shall pay the total amount as per the directions given in the communication.

The above conditions are not fulfilled, May not be allowed the invoice for passing

You shall submit a self attested copy of ESI, PF challans monthly and GST payment challans quarterly. Scan copies shall be submitted along with Bill/invoices to Accounts, User, Time office and Buyer. You are advised to obtain the E-mail address of appropriate personnel.

f) Service Agreement & Contractor safety policy #

Any work not specifically mentioned in Scope of work but necessary for the satisfactory execution and completion of assigned work/job, is deemed to be included in the scope of work to be executed by you during the period of the contract and at the agreed contract value.

You here by agreed to execute the above job on rates as referred to above and accept the general terms, conditions and the Contractor Safety Policy (annexure). By way of acceptance to this Purchase Order / Service contract, you shall return a signed copy of the SA document and the Contractor Safety Policy as an acknowledgement, acceptance to the defined Terms & Conditions. The Terms & Conditions shall be deemed to be accepted by you as soon as your Start the work, even if the acknowledged copy is not submitted.

You shall submit valid labour licence to concerned before start of the job.

You have agreed to attend safety training programs conducted for you & your workmen before start of work & any time thereafter from time to time.

Safety compliance, Quality of work & compliance to Management plan and Service Agreement is a must. Please also find attached the safety guidelines for Routine & Non #routine activities to be performed in different departments, sections inside the Mills.

You shall have the sole responsibility for Supervision of work including Supervision to Safety Compliance by your workmen.

You shall be responsible for ensuring people with right knowledge, skills, experience are provided at the time of work in consultation with our End user & Safety depts. If any inadequacy reported /observed

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as regards workmen knowledge, skills, experience, the user dept shall have the discretion to impose a appropriate penalty.

- # You shall ensure these guidelines are communicated to workmen, understood & followed while working. You shall refer to attached annexure defining the details of service requirement "Scope of Work". Your performance will be monitored as per the deliverables defined in the scope of works.
- # You shall not subcontract, delegate to another vendor, supplier, sub contractor without a "Prior Written Permission" from our management. Failure to do so, shall amount to non compliance to the mutually agreed contractual terms.
- # Each workman should be identified Visibly with an appropriate method.
- # Workmen shall NOT leave their place of work/ visit any other area in the Mill without prior written permission from respective HOD.
- # Overall Safety performance during the period of Service Contract shall be monitored and non compliance, poor performance is likely to result into TERMINATION of the Service Contract at the sole discretion of our Management
- # The contract workmen shall not be allowed to work on Weekly Off, Public Holidays, National Holidays without a prior Advance Written Permission to work".
- # You shall not employ workmen for duty hours exceeding the normal working hours (Overtime) .
- # A special permission needs to be obtained from HOD of HR&ADMN / Head_Engg strictly, in above cases without any exception.
- # Statutory obligations- You are hereby advised to comply with all statutory requirements applicable to your workmen and shall indemnify the company in the event of non compliance. You shall pay all your workmen wages through their respective bank accounts only.

SERVICES AGREEMENT

Between International Paper APPM Limited, a company incorporated in India with its registered office at Rajahmundry East Godavari District, Andhra Pradesh and corporate office at Krishe Sapphire Building, 8th floor, 1-89/3B/40 to 42 / KS /801, Hitec City Main Road, Madhapur, Hyderabad, Telangana 500 081, India ("Company") and you for the services of above job.

1. SERVICES: SERVICE PROVIDER agrees to provide COMPANY the Services set forth in this Agreement and described in Statements of Work (or other written Agreements between the Parties), collectively or individually referred to as "Statements of Work," to be attached as Schedule I and made a part of this Agreement, ("Deliverables"). Each Statement of Work shall be effective when duly executed by both parties and will contain a description of the following: the Deliverables/Works to be performed by SERVICE PROVIDER; the circumstances, if any, under which such engagement may be terminated prior to expiration; the terms and costs upon which the Deliverables/Works will be provided by SERVICE

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PROVIDER, (including any warranties with respect to such Deliverables/Works); and any additional terms not addressed herein.

2. PAYMENTS. SERVICE PROVIDER will be paid for the Deliverables in accordance with the applicable Statement of Work. Payment terms are as per above payment terms. All invoices must contain a Work Order number issued by COMPANY, and must identify the Deliverables rendered in reasonable detail. Applicable sales taxes for Deliverables shall be listed as a separate line item on invoices. COMPANY may audit, upon reasonable prior written notice, and at its expense, SERVICE PROVIDERs records which substantiate invoicing for Deliverables/Works.

3. FEES. Fees for Services performed under this Agreement are set forth on each Statement of Work. All third party vendor invoices shall be paid directly by COMPANY. The fees provided for are full and complete compensation for all obligations –Undertaken hereunder, and for all inventions, improvements, rights to patents and trade secrets, if any, assigned to COMPANY hereunder.

4. CONFIDENTIALITY. SERVICE PROVIDER recognizes that, in the course of providing Products or Services for COMPANY, certain information will be disclosed to SERVICE PROVIDER which is confidential and proprietary to COMPANY ("Confidential Information"). Neither SERVICE PROVIDER nor any of its employees or agents directly or indirectly shall disclose to any third party or use any Confidential Information furnished by or on behalf of COMPANY to SERVICE PROVIDER for any purpose except in furtherance of rendering Deliverables/Works to COMPANY. SERVICE PROVIDER shall take all steps reasonably required to maintain the confidentiality of Confidential Information in its possession and upon the termination of this Agreement, or any applicable Statement of Work, shall return all such information to COMPANY, or dispose of it in accordance with COMPANY's prior written instructions. The transmission of Confidential Information via electronic data transmission networks which provide for the security of users' data shall be deemed consistent with SERVICE PROVIDER's obligations hereunder, provided that SERVICE PROVIDER takes reasonable steps to insure that such networks are secure, and unless such use is not contrary to COMPANY's written instructions. The confidentiality obligations contained herein shall not apply to information which : (a) is required to be disclosed by law; however, SERVICE PROVIDER will give prompt written notice to COMPANY upon receiving any such requests for information prior to divulging such information; (b) in the public domain or becomes part of the public domain through no act, omission or fault of SERVICE PROVIDER; (c) was developed independently by SERVICE PROVIDER or was received by SERVICE PROVIDER from a third party which SERVICE PROVIDER had no reason to believe had any confidentiality or fiduciary obligation to COMPANY with respect to such information.

5. INDEPENDENT CONTRACTOR AND STAFFING. At all times during the term of this Agreement, SERVICE PROVIDER shall be an independent contractor and

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neither SERVICE PROVIDER, nor its employees, agents and representatives shall be deemed to be employees of COMPANY for any purpose whatsoever.

Resources provided by SERVICE PROVIDER will possess multiple professional implementations, strong industry backgrounds, and have experience in COMPANY' s general business methodologies for the project in which SERVICE PROVIDER is engaged. Individuals assigned to projects are subject to COMPANY' s approval, and will be removed from project assignments by SERVICE PROVIDER at COMPANY' s request; however, SERVICE PROVIDER will not remove any individual without COMPANY' s consent.

Individuals terminating a project assignment will be required to return all property belonging to COMPANY, including security badges, and other equipment which may have been provided. While on COMPANY' s premises, SERVICE PROVIDER' s consultants will comply with COMPANY' s safety rules and other policies pertaining to premises conduct.

6. INDEMNIFICATION. SERVICE PROVIDER agrees to indemnify, defend, and hold harmless COMPANY, its officers, agents, employees and sub contractors, from all claims, damages, of any kind or nature, and attorney' s fees and costs, made by third parties caused by, arising out of, or occurring in connection with, the performance, or non-performance by SERVICE PROVIDER, its officers, agents, and employees under this Agreement. In any claim brought against it, COMPANY reserves the right to select counsel to represent its interests. SERVICE PROVIDER waives any immunity from suit by COMPANY which might otherwise be conferred by the Worker' s Compensation Laws of any jurisdiction and which would preclude enforcement of this indemnification clause by COMPANY.

7. WORK PRODUCT. All works of authorship, including but not limited to, designs, plans, specifications, programs, computer printouts, reports, findings, recommendations, methods, analysis, data and memoranda of every description, and every innovation, conception, improvement, discovery or invention, and all intellectual property rights associated therewith, (collectively, "Work Product"), created or developed by SERVICE PROVIDER in connection with the Deliverables is and shall remain the property of COMPANY. SERVICE PROVIDER agrees to take all reasonable steps, as may be requested in writing by COMPANY, to insure that ownership is vested in COMPANY.

8. TERM. The term of this Agreement shall commence upon the date it is signed and may be terminated by either party by giving mutually accepted day' s prior written notice to the other. In the absence of mutual written agreement between the parties, SERVICE PROVIDER may not terminate this Agreement so long as an incomplete Statement of Work exists. In the event of termination by COMPANY, COMPANY shall have no further obligation to SERVICE PROVIDER other than to remit any fees or expenses due or incurred up to the time of termination. Rights and obligations accrued prior to termination, and arising as a result of this Agreement shall survive termination. Unless a Statement of Work concludes according to its terms, is terminated by COMPANY upon ninety

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(90) days' prior written notice, or is terminated upon mutual written agreement, - each Statement of Work shall terminate automatically upon termination of this Agreement.

9. SAFETY. All rules and regulations in effect at the site of the Work regarding safety and fire protection rules, passes, badges, lists of employees, and conduct on the property shall be rigidly observed by SERVICE PROVIDER, and its employees and agents. SERVICE PROVIDER shall provide and maintain all facilities necessary for the ample protection of the public and the workers employed about the site, as may be required. SERVICE PROVIDER agrees that in the performance of the Work, SERVICE PROVIDER will comply with all applicable standards with respect to the employees of the SERVICE PROVIDER and all subcontractors under the any regulations issued there under (and under any similar Laws of the Land); and any expense incurred by the COMPANY at the site of the Work to assist the SERVICE PROVIDER in meeting such standards will be charged to the SERVICE PROVIDER.

Prior to sending employees to work on COMPANY property, SERVICE PROVIDER will test such employees for the presence of illegal drugs and unauthorized controlled substances and will not permit any applicant or employee who has tested positive to work on COMPANY property. SERVICE PROVIDER will test its employees working on COMPANY property for the presence of illegal drugs, alcohol, and controlled substances, where not prohibited by any state or local law, under the following circumstances:

- (a) if there is reason to suspect the employee is working under the influence of illegal drugs, alcohol or unauthorized controlled substances,
 - (b) if the employee is involved in an avoidable accident which results in injury to the employees or another or which causes significant property damage. The determination of whether damage was significant will be made by COMPANY management and will include consideration of the actual or estimated cost of repairs, value of disruptions caused by operational upsets or product lost, and/or downtime caused.
 - (c) With respect to illegal drugs and controlled substances, on a random basis, using a nondiscriminatory selection procedure.
- SERVICE PROVIDER will not permit any of its employees to work on COMPANY property who has had a positive test result under the circumstances described in paragraph 2 or who refuses to undergo a test when asked to do so.

SERVICE PROVIDER will require that its subcontractors, representatives, agents or -vendors which send employees on COMPANY property agree to all of the above provisions.

Test for the presence of illegal drugs or controlled substances refers to a specific analysis of a urine specimen to determine the presence of a specific drug or its metabolites and shall include both an initial test and gas chromatography/mass spectroscopy (GC/MS) confirmatory test.

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The Service provider is governed by the general safety rules and Contractor safety rules prescribed at the place of rendering the services

10. SERVICE PROVIDER'S FAMILIARITY WITH CONDITIONS. SERVICE PROVIDER represents that in its judgment it has become sufficiently familiar with all operating and working conditions to enable it fully and faithfully to perform this Contract. SERVICE PROVIDER further warrants and represents that it has taken all such factors fully into consideration in establishing the contract price. No pleas of ignorance of conditions that exist or that may exist hereafter or of conditions or difficulties encountered in the execution of the work under this Contract will be accepted as an excuse for any failure or omission on the part of SERVICE PROVIDER or any of SERVICE PROVIDER'S personnel to fulfill in every detail all of the requirements of this Contract, as applicable to its portion of the work, nor will any such claims be accepted as a basis for extra compensation or for an extension of the time of completion of the Contract.

11. SETOFF. Any payment due to SERVICE PROVIDER under this Agreement may, at COMPANY'S option be applied by COMPANY to offset any sum which SERVICE PROVIDER may owe to COMPANY or to any subsidiary or affiliate of COMPANY.

12. NON EXERCISE OF RIGHTS OR PRIVILEGES BY COMPANY. The failure of COMPANY to insist in any one or more instances upon strict performance of the covenants of this Agreement, or to exercise any option, right or privilege herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option, but the same shall remain and continue in full force and effect. The making of payments by COMPANY to SERVICE PROVIDER with knowledge of the breach of any terms, conditions or covenants of this Agreement shall not be deemed a waiver of such breach, and no waiver by COMPANY of any breach shall be deemed to have been made unless expressed in writing specifically referring to this Agreement and signed by a duly authorized representative of COMPANY.

13. TIME IS OF THE ESSENCE. COMPANY and SERVICE PROVIDER agree that time is of the essence in the performance of this Agreement and of each of its covenants and conditions.

14. DELAYS AND EXTENSIONS OF TIME. If SERVICE PROVIDER is delayed in the completion of the work for any reason beyond the control and without the fault or negligence of SERVICE PROVIDER, the time for completion shall be extended for a period determined by the COMPANY and SERVICE PROVIDER to be equal to the delay, provided that SERVICE PROVIDER notified COMPANY'S Representative in writing of such delay and basis therefore within forty-eight (48) hours after the cause therefore becomes apparent. Such opportunity by SERVICE PROVIDER to secure an extension of time to complete the work delayed due to circumstances referenced in the preceding sentence shall be deemed fully compensatory

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to SERVICE PROVIDER and in lieu of any claim by SERVICE PROVIDER to monetary damages due to such delay.

15. INVALIDITY OR UNENFORCEABILITY. If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is specifically held invalid or unenforceable, shall not be affected thereby, and each and every remaining provision of this Agreement shall be valid and binding to the fullest extent permitted by law.

16. DATE WARRANTY AND COMPLIANCE.

Representations and Warranties. Unless otherwise stated in a Work Order, SERVICE PROVIDER represents and warrants that the Deliverables shall be "Date Compliant" (as defined below). For purposes of this Agreement "Date Compliant" means:

- (i) the functions, calculations and other computing processes of the deliverable (collectively, "Processes") perform in a consistent manner regardless of the date in time on which the Processes are actually performed and regardless of the date input to the deliverable and whether or not the dates are affected by leap years;
- (ii) the deliverable accepts, calculates, compares, sorts, extracts, stores, sequences and otherwise processes date inputs and date values, and returns and displays date values in a consistent manner regardless of the dates used;
- (iii) the deliverable will function without interruptions caused by the date and time on which the Processes are actually performed or by the date input to the deliverable;

To the extent that COMPANY determines in its reasonable discretion that the deliverable is not Date Compliant, SERVICE PROVIDER agrees, at its sole cost and expense, to correct the noncompliance within five (5) business days. SERVICE PROVIDER agrees to indemnify COMPANY from and against any and all losses, liabilities, damages (including, but not limited to, consequential, incidental and indirect damages) and expenses (including reasonable attorneys' fees) sustained or incurred by COMPANY as a result of the deliverable not being Date Compliant. Notwithstanding anything to the contrary in this Agreement, any statement in this Agreement that serves or intends to limit SERVICE PROVIDER'S liability, shall not apply to this section.

Survival. The warranties and obligations set forth in this Section shall survive the expiration of any other warranty period or the expiration or termination of this Agreement.

17. GOVERNING LAW. This Agreement shall be governed by the laws of the Republic of India with Rajahmundry (Rajamahendravaram) courts having exclusive jurisdiction, without giving effect to the choice of law rules thereof.

Registered Office:
INTERNATIONAL PAPER APPM LIMITED
Sriram Nagar - Rajamahendravaram
East Godavari District
Andhra Pradesh, India.
www.ipappm.com

Corporate Office:
INTERNATIONAL PAPER APPM LIMITED
Krishe Sapphire Building, 8th Floor
1089/3B/40 to 42/KS/801
Hi-Tech City Main Road, Madhapur
Hyderabad - 500081
Telangana, India.

Purchase Order (Continued)

Instructions		PO Number	PO Date
# All other terms & conditions as per International Paper's Standard Terms & Conditions of Purchase. # Please mention returnable gate pass ref. in your invoice & delivery challan (applicable for repair services). Necessary Test report and Dimension report to accompany # TDS will be levied as applicable.		12448634	31 AUG 2018
		Buyer Contact Details	
		Buyer: V.Narasimha Murthy Tel: 0091-883-2562943 Fax: E-mail: murthy.vadapalli@ipaper.com	

18. ASSIGNMENT. This Agreement is neither assignable nor transferable, in whole, or in part, without the prior written consent of COMPANY, and, at the sole option of COMPANY, shall be binding on SERVICE PROVIDER's successors and assigns, without regard to the nature of any changes in ownership interest of SERVICE PROVIDER. Any change of control of SERVICE PROVIDER shall be deemed an assignment for the purposes of this Agreement. No assignment of this Agreement shall relieve SERVICE PROVIDER of its obligations hereunder, except to the extent of performance by the assignee.

19. ENTIRE AGREEMENT. With the exception of any existing written agreements between the parties, this Agreement together with each ongoing Statement of Work, and any other Agreements between the parties as mutually agreed in writing, represents the entire and integrated agreement between COMPANY and SERVICE PROVIDER. This Agreement may be amended only by a written instrument signed by each of the parties hereto. All waivers must be in writing. No waiver by any party hereto, whether express or implied, of its rights under any provisions of this Agreement shall constitute a waiver of such party's rights under such provisions at any other time or a waiver of such party's rights under any other provision of this Agreement. No failure by any party hereto to take action with respect to any breach of this Agreement or default by another party hereto shall constitute a waiver of the first party's right to enforce any provision of this Agreement. A default by SERVICE PROVIDER, under this Agreement, any applicable Statement of Work signed by the parties, or any other written agreements between the parties, shall constitute a default under this Agreement, and any applicable Statements of Work.

20. NO THIRD PARTY BENEFITS. The Products or Services to be performed by SERVICE PROVIDER are intended solely for the benefit of the COMPANY.

Nothing contained herein shall confer any rights upon or create any duties on the part of SERVICE PROVIDER or COMPANY toward any person or persons not a party to this Agreement, including, but not limited to, shareholders, officers, directors, employees, agents, creditors, insurers, subsidiaries, affiliates or other representatives of the Parties.

21. NOTICES. All Notices required or permitted by this Agreement shall be in writing served under Registered Post Ask Due (RPAD) effective on receipt to a party at the following address, or such other address as may be provided by the parties in writing. No email communications between the parties shall be construed as Notice under this agreement:

For COMPANY:

Attention: _____,

International Paper APPM Limited (formerly The Andhra Pradesh Paper Mills Limited).

Sreeramanagar Rajamahendravaram East Godavari District, (A.P.)

Copy to

General Counsel

Registered Office:

INTERNATIONAL PAPER APPM LIMITED

Sriram Nagar - Rajamahendravaram

East Godavari District

Andhra Pradesh, India.

www.ipappm.com

Corporate Office:

INTERNATIONAL PAPER APPM LIMITED

Krishe Sapphire Building, 8th Floor

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International Paper APPM Limited (formerly The Andhra Pradesh Paper Mills Limited).

Krishe Sapphire, 8th floor, 1-89/3/B/40 to 42/KS/801, Hitec City Main Road, Madhapur, Hyderabad- 500 0081.India

22. FORCE MAJEURE. Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, accidents, unusually severe weather, governmental actions, power failures, computer/network viruses that are not preventable through generally available retail products, catastrophic hardware failures or attacks on its server.

23. DISPUTE RESOLUTION. In the event of a breach of this Agreement, or a dispute as to the meaning of this Agreement, or any of its terms which the parties cannot resolve by themselves amicably, the parties agree to expeditiously submit such dispute to resolution through the use of non binding mediation or an acceptable alternative dispute resolution procedure. Each party shall bear its own cost of presenting its case, and one-half of the costs incurred in the alternative dispute resolution procedure.

24. PUBLICATIONS OR RELEASES. SERVICE PROVIDER agrees not to make use of, disseminate, or use in any advertisement or publication, any specifications, data, or other information relating to this Agreement, or any Statements of Work, and any other Agreements between the parties, or the fact that this business relationship exists, without the prior written consent of The COMPANY.

25. COMPANYS SUPPLIER CODE OF CONDUCT. In performance of its obligations under this Agreement, Provider agrees to comply with and require its employees, contractors and agents to comply with IP' s Supplier Code of Conduct, as well as Provider' s policies, rules and directions regarding safety, security and appropriate conduct on IP' s premises or delivery points and toward IP' s employees. IP will provide its Supplier Code of Conduct to Provider upon request and will notify Provider of other applicable policies prior to any on-site service.

26. ACCOUNTING AND AUDIT: Contractor shall maintain detailed records and accounts, satisfactory to Company, of all costs entering into the performance of the Services. Company, or any designated agent retained by Company, shall have the right at any reasonable time to audit, at Contractor' s expense, Contractor' s job books, records, receipts, correspondence and accounts insofar as they relate to matters covered by this Agreement and charges made under this Agreement. Contractor agrees to preserve such materials and documents for at least (3) years after completion of work hereunder. Company shall have the right to verify Contractor' s performance under and compliance with the terms of this Agreement through access to relevant records, supporting information, employees, agents and contractors, as well as through use of independent

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assessment including but not limited to surveys, investigations, self-assessments and audits. Contractor shall, at all times during the term of this Agreement and for a period of three (3) years after completion of this Agreement, maintain and make available for review upon seven (7) days written notice from Company, records, policies, procedures and supporting documentation, employees familiar with same and, if applicable contractor or subcontractor supporting information related to this Agreement. Any onsite verifications or audit will occur during normal business hours in a manner that does not unreasonably interfere with Contractor's operations. Contractor agrees to cooperate and provide reasonable assistance in the completion of any verification or audit process

27. INTEGRITY & COMPLIANCE. SERVICE PROVIDER acknowledges that it has received and has reviewed IP's Code of Business Ethics and Suppliers Code of Conduct (the "Code"), and as amended from time to time, and agrees to comply with the terms of the Code. SERVICE PROVIDER further agrees to maintain an integrity and compliance program acceptable to COMPANY and effective in preventing and correcting ethical violations and in maintaining compliance with laws and provide on an annual basis the certification in the format as provided in Schedule II herein. SERVICE PROVIDER warrants that it shall not take any action, use or spend any funds, regardless of source, in violation of the laws of the United States of America or any country, including but not limited to the payment of bribes, kickbacks, political contributions or other prohibited payments. SERVICE PROVIDER also certifies that it understands and agrees to abide by the provisions of the United States Foreign Corrupt Practices Act (' FCPA ') and Prevention of Corruption Act (PCA) of India, as amended. SERVICE PROVIDER acknowledges that in the event of a breach of these above mentioned certifications above by SERVICE PROVIDER, The COMPANY may suffer damage to its reputation and loss of business which is incapable of accurate estimation. As a result thereof, SERVICE PROVIDER agrees to defend, indemnify and hold harmless COMPANY for all claims, demands, causes of action, damages, losses, fines, penalties or costs, including attorney's fees that COMPANY may suffer by reason of the violation by SERVICE PROVIDER of the FCPA and PCA including the other laws referred to herein. SERVICE PROVIDER further acknowledges that in the event of a breach of these above mentioned certifications by SERVICE PROVIDER, SERVICE PROVIDER agrees that should COMPANY notify it of any concerns that there has been a breach of the provisions of this Section, SERVICE PROVIDER shall cooperate in good faith with COMPANY in determining whether such a breach has occurred. SUPPLIER/SERVICE PROVIDER agrees that in the event of any breach by SUPPLIER/SERVICE PROVIDER of any of its representations, warranties or covenants contained in this Section, COMPANY (i) may, in its sole discretion in addition to any other remedy provided herein or otherwise

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provided by law, immediately terminate this Agreement without notice or indemnity; (ii) shall have a right of action against SERVICE PROVIDER for the amount of money or any other item of value paid by SERVICE PROVIDER in breach of any such representations, warranties or covenants.

28. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which constitutes an original of this Agreement, and all of which together constitute one and the same instrument. The party's signature acknowledges that party has read and understood the terms and conditions attached to this Agreement.

29. IN WITNESS WHEREOF, this Agreement is entered into as of the day and year first written above and the parties have caused this Agreement to be executed in multiple original copies by their respective duly authorized representatives.

Schedule I

Description of Services mentioned as above.

Any work not specifically mentioned in Scope of work but necessary for the satisfactory execution and completion of assigned work/job, is deemed to be included in the scope of work to be executed by you during the period of the contract and at the agreed contract value.

Schedule II

INTEGRITY & COMPLIANCE CERTIFICATION

You ("Service Provider") hereby certifies that upon execution of the consulting services agreement ("Agreement"), it will adhere to the ethical requirements imposed upon it pursuant to its contractual commitments to International Paper APPM limited ("Company"). Service Provider further agrees to adhere strictly to the standards of conduct established in the IP Code of Business Ethics, a copy of which has been provided to it.

Service Provider certifies that it is familiar with all laws and regulations applicable to its activities on behalf of Company, including but not limited to those related to gratuities, conflicts of interest, post-Government employment, and the possession, disclosure, or dissemination of classified, source selection or proprietary information. Service Provider agrees to comply with all applicable laws and regulations.

Service Provider warrants that he/she shall not take any action, use or spend any funds, regardless of source, in violation of the laws of the United States of America or India, including but not limited to the payment of bribes, kickbacks, political contributions or other prohibited payments. Service Provider also certifies that he/she understands and agrees to abide by the provisions of the United States Foreign Corrupt Practices Act (' FCPA '), as amended. Service Provider acknowledges that in the event of a breach of these above mentioned certifications above by Service Provider, Company may suffer damage to its reputation and loss of business which is incapable of accurate

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estimation. Rights and obligations of the Service Provider and Company in respect of the matter stated herein are contained in the Agreement which shall be strictly complied by both parties.

Service Provider may require that any of its employees who provide services to Company pursuant to the Agreement will execute a certification embodying the terms of this certificate, however, in either case the Service Provider shall be vicariously liable for the acts or omissions of its employees, agents and permitted sub-contractors

Service provider # name & sign

CONTRACTOR SAFETY POLICY- annexure to this PO.

Summary of Safety, Security, and General Mill Rules for Contractors
 The purpose of this document is to provide contractors, vendors and service technicians who anticipate working at International Paper APPM Ltd Operations with guidelines and information in advance of preparing bids, moving on site, or commencing work.

I have read the guidelines, understood the same and undertake to abide by the same.

SAFETY

Contractors must complete a "Contractor Safety Questionnaire". This questionnaire must be approved before a contractor can complete orientation. Once the approval process has been completed, contractors will be entered into the orientation database allowing access to complete the training.

All Contractor employees are required to complete the Contractor Safety orientation before beginning work on the mill site. Orientations are valid for one year from the date you complete the required training.

All contractors are required to have a written safety and health program that complies with Federal, State, and Local laws and regulations.

Contractors are required to comply with all International Paper APPM Ltd Safety Policies. Personal Protective Equipment must be supplied by the contractor and available upon beginning work.

International Paper APPM Ltd will not furnish any PPE or Safety equipment to contractors. (This includes gas monitors)

Contractors who sub-contract work are required to communicate these safety rules to sub-contractors and ensure that all provisions outlined in this document are followed. Each sub-contracting company must complete the Contractor Safety Questionnaire and their employees must complete the Contractors Safety orientation before arriving at the mill.

You are also responsible for ensuring that all your vendors, delivery personnel and visitors follow all Mill safety rules. When bidding on a job all safety requirements should be considered and included.

Contractors with 20 or more employees at our facility are required to have a Safety Professional on site.

All contractor employees are limited to no more than eight (8) hours work in any twenty-four (24) hour period. Exceptions must first be approved by the Contractor Coordinator or Maintenance Manager.

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The following is a brief summary of the minimum safety requirements-
Respiratory Protection Policy

- i. A copy of the contractor's written respiratory protection plan must be provided to Safety.
- ii. All visitors, contractors, and vendor personnel are required to carry an escape respirator approved for protection against chlorine, chlorine dioxide, sulphur dioxide, and hydrogen sulfide while on mill premises in the following areas- Pulp Mill, Boilers, Recovery Boiler, ClO2 Plants, Waste Lift Pumps, Water Chlorination Plant, Effluent Clarifier, and the Sludge Plant.
- iii. When planning a job, it is the responsibility of the contractor to determine if respiratory protection such as full face piece, half mask, or supplied air may be required.
- b. Personal Protective Equipment
 - i. Eye Protection - Gate-to-gate eye protection which meets ANSI Z87.1 is required throughout the mill site except in operator control rooms, lunchrooms/breakrooms, restrooms and offices. Safety glasses (prescription and non-prescription) must have permanent side shields. Safety sunglasses shall not be worn indoors. Qualified Electrical employees must wear non conductive safety glasses.
 - ii. Foot Protection - Safety-toe shoes must be worn gate-to-gate. All safety shoes must be EH rated.
 - iii. Hand Protection # Appropriate work gloves must be carried on your person while in operating areas at all times. Appropriate gloves must be worn when physically using your hands.
 - iv. Clothing - No shorts or tank tops are permitted. Loose clothing or long hair that may be caught in rotating equipment will not be allowed. Shirt tails must be tucked in and long hair must be tied back.
 - v. Jewelry # prohibited in operating areas (no rings, necklaces or ear rings other than stud type). Watches with breakaway bands are allowed.
 - vi. Hearing Protection # is required gate-to-gate except in operator control rooms, lunchrooms/breakrooms, restrooms and offices.
 - vii. Safety Helmet # Required gate-to-gate except in operator control rooms, lunchrooms/breakrooms, restrooms and offices. Qualified Electrical employees must wear Class E Safety Helmet.
- c. Fall Protection - When working at heights greater than 4 feet (1.2m) here there is no work platform with hand rails available, a full body harness with DOUBLE fall-arresting lanyard is required.
- d. Confined Space Entry - When entering a confined space, each occupant is required to wear a full body harness with a lifeline attached, and one employee in the space must wear a personal monitor for H2S, ClO2 and/or Cl2, depending on the hazard. (Harness and lifeline are not required in the boilers if scaffolding with handrails is provided.)
- e. Lockout/Tagout # Energy Isolation Contractors must have and use their own personal locks as outlined in the APPM / Unit CP- Lockout / Energy Isolation Policy. All contractor locks must be identified with a "Do Not

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Operate" Tag which includes the Company Name and the name of the employee who is working behind the lock. Locks will not be furnished by International Paper APPM Ltd .

f. Ladder/Scaffolding

i. No metal ladders will be allowed in the Mill. All ladders must have non-conducting side rails and must be of industrial grade. Ladders must be maintained in good condition at all times.

ii. Scaffolding components must be from the same manufacturer and properly maintained. Decking material must be rated for the work load and extend the length of the platform working surface. Handrails and mid rails must be installed with toe boards that prevent objects from falling below. All scaffolding must be approved before use by the Safety Department.

g. Industrial Powered Truck

i. Contractors operating industrial powered equipment on International Paper APPM Ltd property must be properly trained to operate the equipment. Training must meet OSHA requirements for Industrial Powered Equipment and the employee operating the equipment must have in their possession documentation of this training. Heavy equipment such as mobile cranes, front end loaders, dump trucks etc., must have back up warning alarms.

h. Radiation Devices

i. Before any radioactive devices or equipment is brought onto the mill site a copy of the user' s license and a brief description of the equipment to be used must be approved and provided to Safety. (The International Paper APPM Ltd Safety Officer must be notified prior to such equipment being brought on the mill site.)

i. Asbestos

i. During the period of time when significant portions of International Paper APPM Ltd Operations was constructed, building materials containing asbestos were widely used. Any materials which may likely contain asbestos (insulation, transite piping, transite siding, etc.) should be assumed to contain asbestos. Proper abatement procedures must be followed. Insulation which does not contain asbestos has been identified and labeled, but all unlabeled insulation should be assumed to contain asbestos. See your APPM / Unit CP contact for information on any specific asbestos questions.

j. Hazardous Chemicals

i. To protect employees and to comply with Federal Law on Hazardous Materials in the Workplace, contractor are required to provide the Safety Department, International Paper APPM Ltd with copies of the Material Safety Data Sheets (MSDS) on all materials and chemicals which will be used during the performance of contracted work. INTERNATIONAL PAPER APPM LTD IS TO RECEIVE THE MSDS INFORMATION PRIOR TO BRINGING THE MATERIAL ONTO THE MILL SITE.

k. First Aid assistance is available from the Health Services

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Department 24 hours a day.

l. The entire Mill is considered "No Smoking". Smoking inside the mill is not allowed in any area.

m. Eating, drinking, or taking breaks is not allowed in any electrical control room, or in areas where chemicals are used.

n. Alcohol, illegal drugs and firearms are not allowed on Mill premises. Contractors must have a written program that addresses the control of alcohol and substance abuse. This program must include as a minimum prehire and random drug testing. International Paper APPM Ltd management reserves the right to request drug testing at any time for cause and/or random. Contractor management must have any contractor employee drug tested on our mill site when involved in an accident, near miss, or for property damage.

2. SECURITY

a. The contractor superintendent must provide means of communication, such as phone, radio, or beeper system and the name of a contact person to the AMBULANCE/Security.

b. No cameras are allowed on the mill site without prior written permission from the International Paper APPM Ltd.

c. Emergency contact numbers for contractor supervision for after hours emergencies will be given to AMBULANCE/Security.

d. All contractors are required to use the Main Entrance Gate

e. Unnecessary entry and exit are to be avoided. Normal gate hours are 7-00 A.M. to 5-00 P.M. Sunday through Saturday. If access is needed at other times please notify International Paper APPM Ltd .

f. All vehicles/persons entering any gate will be subject to search by AMBULANCE/Security. Refusal to submit to search by AMBULANCE/Security will result in denial of entry.

g. Contractors and their subcontractors will be required to submit a tool list to AMBULANCE/Security for all tools and equipment which are being brought onto the mill site at the time of entry. These should be prepared prior to the contractor arriving at the Mill. This list will be kept on file by AMBULANCE/Security and referred to and updated when the contractor or subcontractor removes tools/equipment from the Mill.

3. GENERAL MILL RULES

a. Standard work hours will be followed- 8-00 a.m. to 5-30 p.m. Sunday through Saturday. All exceptions must be approved by International Paper APPM Ltd .

b. Clean-up of the job site is required during work and at the end of each day.

c. Each contractor is expected to provide their own compressed air supply. Permission from the International Paper APPM Ltd is required for use of the Mill's compressed air systems.

d. Contractors are not to dump any waste into landfills, sewers, drains, or ditches without clearance from the Environmental Department.

e. contractors need to supply their own welding gasses ,they must first

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obtain permission from their International Paper APPM Ltd . All non-International Paper APPM Ltd gas cylinders must be labeled with the contents and your company name.

4. ELECTRICAL SAFETY

- a. The previous level of electrical safety training for contractors, outside service, and other non- International Paper APPM Ltd personnel shall be evaluated before they are brought on site to determine whether or not this training is acceptable for the work to be done. It is the responsibility of the Contractor Management to evaluate their employees training to ensure they have received all applicable training as required by this policy, NFPA 70E, and any other training required.
- b. Electrical test instruments and equipment used shall meet applicable codes and standards.
- c. Personal protective equipment used shall meet the requirements of applicable codes and standards and shall meet or exceed the site Electrical Personal Protective Equipment purchasing specification.
- d. In those areas where required, hardhats that comply with ANSI Z89.1, Class E or G shall be used.
- e. Because of the variety of hazards, job tasks, experience, and expertise of individuals exposed to electrical hazards, training required for a specific individual to be considered Qualified for specific tasks will vary. It is possible, and in fact likely that individuals trained and considered Qualified for some tasks are Unqualified for others. Training received shall be specific to the job tasks and the electrical hazards present.

Penalty for contractor violations

COMPLIANCE ASSESSMENT PENALTY PROGRAM

The mill expects every contractor and contractor employee to comply with this policy 100% of the time while working at the Rajahmundry or Kadiam. To assure compliance and more importantly a safe and healthy workplace, routine audits will be conducted by qualified mill personnel

If the contractor fails to comply with this policy a compliance assessment penalty will be issued to the contractor. The compliance assessment penalty is designed to be used as a last resort after the contractor has been notified of a safety, health or environmental issue and the contractor cannot correct the issue in a timely or satisfactory manner.

The Project/Maintenance, Supervisor-Safety, and the department safety coordinators will conduct routine audits of the contractors. If violations are identified, these personnel will be authorized to issue compliance assessment penalties against the contractor.

The contractor will be notified both verbally and in writing of the compliance assessment penalty. The penalty will be automatically deducted from the invoice the contractor submits by the mill's

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Purchase Order (Continued)

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		Buyer: V.Narasimha Murthy Tel: 0091-883-2562943 Fax: E-mail: murthy.vadapalli@ipaper.com	

accounting department.

The compliance penalty assessment minimum penalties per occurrence will be as follows- (this list is not all inclusive and should be considered as a guideline only, and APPM reserve the right to determine and or escalate the level of any violation that occurs on our property)

Level 1 - Violation MINIMUM Rs.5,000 PER OCCURRENCE FINE-

- Failure to wear required personal protective equipment (PPE)
- Failure to conduct daily inspection of personal protection equipment
- Failure to conduct daily inspection of mill vehicles
- Failure to conduct daily inspections of cranes, slings, fork trucks
- Failure to pin/fasten safety couplings or hitches
- Failure to inspect and use proper hand tools
- Failure to inspect extension cords
- Failure to use ground fault circuit interrupter on all extension cords
- Failure to have all chemicals labeled
- Failure to have MSDS' s on-site for all contractor chemicals
- Failure to report a medical incident

Level 2 - MINIMUM Rs. 10,000 PER OCCURRENCE FINE-

- Failure to maintain good/neat housekeeping in work areas
- Failure to follow mill traffic rules
- Failure to follow regulatory standards not otherwise listed in the fine schedule
- Failure to properly barricade recognized hazards
- Failure to complete a daily task assignment hazard assessment (work permit review)

Level 3 -MINIMUM Rs. 10,000 PER OCCURRENCE FINE-

- Failure to follow mill' s tobacco use policy
- Failure to rig and lift materials properly
- Failure to follow demolition safe practices
- Failure to evaluate insulation for asbestos prior to removing or damaging it
- Failure to handle/store flammable/combustible liquids properly
- Failure to complete the work permit properly-
 - Hot Work with improper Work Permit & Fire Protection
 - Hazardous Systems/Confined Space Entry
 - Contractor Camera Use Procedure-Radiography
 - Crane or Derrick Suspended-Scaffold Inspection
 - Work Platforms Authorization
 - Trench/Excavation Entry
 - Hole Penetration Entry
- Failure to inspect ladders and scaffolds prior to use
- Failure to use ladders properly
- Failure to use guards on equipment as required
- Failure to re-install guards after working on equipment
- Failure to maintain fire protection equipment properly

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- Failure to follow safe electrical work practices
 - Failure to have employees trained in required safety & health topics
 - Failure to have employees working on PSM covered processes trained in unique process hazards
 - Failure to maintain required training program documentation
 - Level 4 - MINIMUM Rs.10,000 PER OCCURRENCE FINE-
 - Failure to follow suspended personnel basket safety procedures
 - Failure to report emergency incidents & near misses incidents
 - Failure to report Environmental incidents (spills, releases, fire)
 - Failure to follow safety management program requirements while working on a highly hazardous process
 - Failure to follow mill's Hazardous Waste Requirements
 - Level 5 - MINIMUM Rs.10,000 PER OCCURRENCE FINE-
 - Failure to produce a Pre job Safety Assessment (work permit) filled out completely and correctly
 - Permitting an employee to work under the influence of alcohol or other controlled substances
 - Failure to follow Isolation or ZES/Control of Hazardous Energy Program
 - Failure to follow Confined Space Entry Program
 - Quality of workmanship issue that results in a safety incident
- The above violation fines are minimum per occurrence. If incident warrants the fines may be doubled, and/or the contractor may be removed from the mill site.
- All fines levied against the contractor will be deducted prior to final payment to the contractor.
- APPM will not tolerate any blatant or deliberate violation of any safety policy/procedure by any individual or group.

Contractor Pre-Task Safety Analysis

- PPE YES NO N/A PPE YES NO N/A
- Safety Helmet Face shield/goggles/safety glasses
- Gloves Rubber boots
- Welding hood Welding blinds
- Safety harness w/double lanyard Safety glasses w/side shields
- Escape respirators Other respiratory protection
- Hearing protection Eye wash station located
- MSDS required Other PPE

- PERMITS To Work REQUIRED YES NO N/A PERMITS to Work REQUIRED Yes NO N/A
- Hot work Scaffold
- Confined space entry Hazardous Systems
- Fire Protection- Extinguishers /Water usage / Fire watch

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Trench/Excavation
 Crane Personnel Basket Power Line
 Radiography Hole Penetration

WORK PLATFORMS YES NO N/A WORK PLATFORMS YES NO N/A
 Scaffold (inspect before use, to be certified by safety dept. before being used.) Ladders (inspect & secure)
 Man lift (inspect before use)

MATERIAL HANDLING YES NO N/A MATERIAL HANDLING YES NO N/A
 Rigging inspected & documented Crane needed (size _____)
 Boom truck needed Forklift needed
 Chain pulley block (size _____) Come-along (size _____)
 Wheelbarrow

BARRICADES YES NO N/A BARRICADES YES NO N/A
 Caution (yellow) Danger (red)
 All access points taped and tagged All access points tapped and tagged
 Floor openings protected Excavation secured
 Barricade around cranes and Hydraulic Basket lift's Barricade area with overhead work

ENERGIZED EQUIPMENT YES NO N/A ENERGIZED EQUIPMENT YES NO N/A
 GFCI/ELCBs in use Isolation / Lockout/tagout required
 Tools inspected Proper assured grounding code
 Cords, leads, hoses elevated or protected Air hoses secured
 Isolation /ZESs Procedure reviewed

FIRE PROTECTION YES NO N/A FIRE PROTECTION YES NO N/A
 Hot work(permit to work) signed Firewatch posted
 Appropriate fire extinguishing equipment Combustibles removed or covered
 Gas bottles secured in bottle cart Fire blankets & welding blinds

CHEMICAL HAZARDS YES NO N/A CHEMICAL HAZARDS YES NO N/A
 MSDS reviewed Additional PPE required
 Personal monitors needed Area evacuation plan reviewed
 Nearest emergency shower located
 Additional Precautions To Be Taken-
 Ventilation, Lifeline and rescue person required for all confined space entries. _____

I certify that I have reviewed this assigned job task, and completed

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this pre-task safety analysis. I have reviewed this analysis with my crew members and I believe if we follow the precautions listed above, all my crew members can complete this task safely.

CREW SIGN-IN LOG VERIFYING UNDERSTANDING

NAME ID # NAME ID #

POST TASK FOLLOW-UP

Locks removed Injuries/near misses (if any) reported
 Open holes secured Area clean
 Roadways cleared Barricades removed
 Fire watch in area 30 mi after completion Equipment/material secured
 No hazards left by work Debris removed
 I certify that the post task follow-up items above are completed.
 Signature of Contractor / contractor Supervisor

Environmental Guidelines :-

- A. Terms & Conditions to be incorporated in PO / Agreements for disposal of wastes (EXTERNAL Transportation) :
1. Endorsement by RTA / permission under Motor Vehicles (Amendment) Act of 1988] for transportation of hazardous wastes.
 2. Off-Site Facility to issue authorization letter to transporter to carry waste from IPAPPM # Unit # RJY to their facility.
 3. Off-Site disposal Facility shall have valid CFO / DIC Ack & Factory licensee / Registration whichever is applicable for handling that specific wastes / materials.
 4. The transport vehicles shall be designed suitably to handle and transport Waste.
 5. Transporting the wastes shall be in closed containers at all times.
 6. Delivering the wastes at designated off-site facility indicated in the document & Manifest only. Off-Site Facility to ensure recycling and use of complete consignment for their manufacturing purposes.
 7. Off-Site Facility to ensure, wastes shall be stored on concrete plat farm under shed. Not to allow in its way into drains during rains.
 8. Inform IPAPPM immediately in case of spillage, leakage or other accidents during transportation. Clean up the spill as per TREM card by Transporter only.
 9. Cleaning of vehicles shall be carried out at designated places i.e. either at IPAPPM / Off-Site Facility.
 10. Transporter should have valid "Pollution under Control Certificate" (PUCC) during the transportation of Waste and shall be properly displayed.
 11. Carrying of passengers is strictly prohibited and those associated with the waste haulers shall be permitted only in the cabin.
 12. Transporter shall carry documents of manifest for the wastes during

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transportation and handover copies as per rules to concern. Blue color copy will be handed over to IPAPPM by the transporter during his immediate visit. Along with invoices.

13. The trucks shall be dedicated for transportation of such wastes and they shall not be used for any other purpose.

14. Each vehicle shall carry first-aid kit, spill control equipment and fire extinguisher.

15. The driver of the transport vehicle shall have valid driving license for heavy vehicles from the State Road Transport Authority and shall have experience in transporting the Hazardous wastes.

16. Transporter shall carry CFO copy of designated off-site Facility and authorization letter for transportation issued by Off- Site Facility.

17. Transporters themselves get trained on environmental requirements by concerned area mill team.

18. Transporters to park their vehicles at designated places inside the mill

19. Follow all traffic regulations including speed limit

20. Follow road sign alerts displayed at various areas.

21. Labeling :

All hazardous wastes containers must be clearly marked with the contents.

Ensure, labels are easily visible and able to withstand physical and climatic conditions.

Deface all previous labels by painting / cut off with permanent marker.

Affix hazard class label (risk symbol) as per central Motor Vehicles Act. 1988.

IPAPPM should affix FORM # 12 labels as per the guidelines of hazardous waste Management Handling rules. Label shall be made of Non washable material

B. Terms & Conditions to be incorporated in PO / Agreements for vendors carrying works inside mill including internal transits:

- To follow companies Environmental Policy this was displayed in the mill premise.

- Ensure no chemical , oil spillage on naked land & in case of spillage , follow spill control procedures of the company

- Carry out works without adverse impact to soil, water and air

- Conserve water and other resource used in the works

- Avoid excess usage of inputs to conserve the same.

- Reduce, reuse and recycle the wastes generated during the job.

- Generated waste if any to be segregated and shift of designated area as informed by company

- Use wash rooms and other sanitation facilities only

- Civil dismantled items to be shifted to designated areas as informed by company

- Use dust bins

- Barricade the work area with display

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- Avoid fugitive dust at max. extent possible
 - All iron scrap generated during the process to shift to designated area as informed by company. Chemical / paint / oil coated or soaked pipe lines / vessels / bags to be detoxified as per company policy.
 - Do not throw wastes & unwanted items into storm drains or to sewers.
 - During internal transits, ensure trucks are bodily filled and avoid over flow of materials on roads.
 - Play internal trucks in the designated roads only.
 - Use transport worthy vehicles without any damages, leaks.
 - Not to damage or cut trees without obtaining permission from the company
- Vendors themselves get trained on environmental requirements be concerned area mill team
- C. Compliance requirement from suppliers of goods / chemicals / materials etc..
- Supplier to issue MSDS to transporter carrying goods / chemicals / materials etc..
 - Supplier to issue TREM Card to transporter carrying goods / chemicals / materials etc.. to handle emergencies.
 - Transporter should have valid "Pollution under Control Certificate" (Pucc)
 - The driver of the transport vehicle shall have valid driving license
 - In case of spill , supplier is responsible for cleaning activities during transit.
 - IPAPPM to inform all suppliers on our Environmental Policy requirement
 - Transporters to park their vehicles at designated places inside the mill
 - Follow all traffic regulations including speed limit in the mill premises
 - Follow road sign alerts displayed at various areas in the mill premises
 - Supplier to ensure transport vehicles shall be designed suitably to handle goods.
 - No maintenance is permitted in side mill, unless there is an emergency break down with the permission of mill.
 - Use dust bins, wash room and other sanitation facilities inside the mill
- Supplier to follow MSIHC Rules,1989 & its amendments thereof, wherever applicable

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TERMS AND CONDITIONS OF PURCHASE Applicable May 1, 2013

1. Acceptance

Acknowledgment or shipment of any part of this Order, or performance of the work called for by this Order, shall be deemed an acceptance of this Order and agreement by Seller to be bound by and comply with all terms and conditions set forth or referenced herein and on the face hereof and on attachments hereto. This Order does not constitute an acceptance by Purchaser of any offer to sell, any quotation, or any proposal. Reference in this Order to any such offer to sell, quotation, or any proposal shall in no way constitute a modification of any of the terms and conditions of this Order. This Order constitutes an offer by Purchaser, the acceptance of which shall be expressly limited to the terms and conditions stated herein. AN ATTEMPTED ACKNOWLEDGEMENT OF THIS ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON PURCHASER UNLESS SPECIFICALLY ACCEPTED BY PURCHASER IN WRITING. In the event of a conflict between these Purchase Order Conditions and the terms of any supply or services agreement between Purchaser and Seller governing the same subject matter hereunder, the terms of that supply or services agreement shall supersede these Purchase Order Conditions. Stenographic and clerical errors and omissions by the Purchaser are subject to correction.

2. Price

If Seller's price or the regular market price of the items covered hereunder is lower than the price stated in this Order on the date of shipment of the item, Seller agrees to give Purchaser the benefit of such lower price on any such item. No charges for transportation, boxing, crating, etc., are allowable unless Purchaser has previously approved.

3. Default and Delays in Shipment

Time and rate of delivery are of the essence in the performance of this Order, except in instances of delay which are due to causes beyond the reasonable control and without the fault or negligence of Seller and its Sellers. Purchaser may by written notice of default to Seller (a) terminate the whole or any part of this Order in any one of the following circumstances: (i) if Seller fails to make shipment of items or fails to perform the work within the time specified herein or any extension thereof; or (ii) if Seller fails to comply with the other terms and conditions of this Order; and (b) procure upon such terms as Purchaser shall deem appropriate, items or services similar to those so terminated, in which case Seller shall continue performance of this Order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar items or services and any expenses incurred in connection therewith. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, incidental or consequential, arising from Seller's default.

4. Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement resulting from any Act of God, fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, nature or the public enemy or any other causes not foreseeable or beyond the control of the party whose performance must be suspended or excused, provided that such delay or failure in performance could not have been prevented by reasonable precautions, and such non-performing or delayed party gives the other party prompt written notice of the Force Majeure. Events such as delays in transportation, inability to obtain goods or materials, or other forms of supply disruption shall not constitute Force Majeure and shall not be an excuse to performance. In the event of Force Majeure, the non-performing party shall use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. If a Force Majeure Event or other similar extraordinary event causes Seller to allocate limited resources between or among Seller's customers, Seller shall not provide to any other customers of Seller priority over Purchaser. If Seller's delay or nonperformance continues for a period of at least thirty (30) days, Purchaser may terminate, at no charge, this Order.

5. Inspection

All items and services (collectively "work") shall be received subject to Purchaser's inspection. Items that are defective in workmanship or material or otherwise not in conformity with the requirements of the Order, including any applicable drawings, specifications, samples and other descriptions provided to Seller, may be rejected and returned at Seller's expense or may be accepted at an appropriate reduction in price. Purchaser, in addition to such other rights, remedies and choices it may have by contract or by law, at its option and sole discretion, may require Seller to promptly replace, repair, or credit Purchaser for rejected items and, if Seller fails to promptly replace or repair, Purchaser may replace the items elsewhere and charge to Seller the additional cost. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect or consequential, arising from Seller's failure to provide conforming items. Purchaser shall have the right to evaluate the work furnished pursuant to this Order for compliance

with the applicable drawings, specifications, samples and other descriptions that are given Seller in connection with this Order by Purchaser. Seller shall provide Purchaser and its customer(s) with free access to the work performed under this Order, for the purpose of inspection thereof. At any time during the progress of the work, Purchaser may reject any or all of the work if the same are not in accord with Seller's such non-compliance. Seller agrees to correct, at its expense, each error or defect leading to such rejection and resubmit the corrected work to Purchaser within seven (7) business days, or other mutually agreed upon date, after receipt of notice from Purchaser of such error or defect.

6. Warranty

6a. Seller warrants that all items and work will conform strictly with applicable drawings, specifications, samples and other descriptions that are made available to Seller in connection with this Order by Purchaser via E-mail or by any other means made available by Purchaser, as well as any applicable law. Seller warrants that all items and work will be merchantable and free from defects in design, materials and workmanship and, if not of Purchaser's design, be suitable for the purpose intended whether expressed or reasonably implied. The foregoing warranties shall survive acceptance and payment and shall run to the Purchaser, its customers and the users of the item or work. Remedies for a breach of the warranties herein may include, but are not limited to, repair or replacement at no cost to Purchaser, or reimbursement of the purchase price of nonconforming items, at Purchaser's election. Seller shall be responsible for the cost of labor and engineering assistance or development required to make the repair and all associated costs such as but not limited to shipping and customs and services that may be required to make the repair. For the avoidance of doubt, the Seller shall pay to the Purchaser all the reasonable out of pocket expenses (if any) incurred by the Purchaser in testing or examining any part of the products for the purpose of or in connection with this clause or in or about or in connection with the making good, replacing or repairing any part of the product if the cause of failure is attributable to the Seller. It is the responsibility of the Seller to show that the failure cannot be attributed to the Seller.

(i) Any defective part repaired or replaced during the Warranty Period shall itself be subject to a further warranty period of the balance of the original Warranty Period, or an additional two (2) years, whichever is greater.

(ii) The repair or replacement of any faulty unit or product includes the delivery to the Purchaser of a descriptive report of the fault found, when appropriate, of the repair carried out on such faulty unit or product.

(iii) The maximum period for repair of the units (including shipping and customs clearance) shall be one (1) year or as defined in the requirements provided by Purchaser in its request for quotation ("Requirements"), whichever is earlier.

6b. Seller further warrants that it has and will transfer to Purchaser clear and unencumbered title to the items.

6c. Seller shall indemnify and hold harmless Purchaser for all costs, expenses and damages, whether direct, indirect, incidental, or consequential, arising from a breach of this warranty or any other term or condition of this Order.

6d. Each Party represents and warrants to the other that:

(i) it is duly organized, validly existing and in good standing under the laws of the country and/or place of its organization,

(ii) it has all requisite power and authority to enter into and perform its obligations under this order,

(iii) this order is a legal, valid and binding obligation enforceable against such Party in accordance with its terms,

(iv) it has taken all requisite corporate action to approve the execution, delivery and performance of this order; and

(v) its execution of and performance under this order shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal governmental authority, court, or body.

6e. Seller represents and warrants to Purchaser that:

as of the date of this Purchase Order, Seller is not aware of any quality issues with respect to the product that would cause the product to fail to meet the specifications, including but not limited to exceeding the expected rate of failures over the product design life time, and that if Seller becomes aware of any quality issue in the future it will immediately notify Purchaser;

(i) Seller shall provide 90% confidence estimate of the failure rate of the unit under the operating conditions given in the Requirements along with the predominant expected failure modes. If the unit is an assembly, this information shall be provided for each field-replaceable sub-unit, regardless of whether failure of the sub-unit affects the overall unit performance. If the list of predominant failure modes changes, Seller shall immediately notify Purchaser; and

(ii) Seller shall promptly notify Purchaser of any proposed changes in design, materials, or sourcing and shall not implement any such changes without Purchaser's prior written consent.

(iii) Seller shall promptly notify Purchaser of any change in running failure rate during manufacturing testing of components, subassemblies, or finished systems, that is more than one standard deviation away from the monthly mean for the relevant product, during the time that the product sold to

Purchaser is manufactured.

7. Patent and other IP Indemnity

Notwithstanding the specifications, drawings, samples and other descriptions furnished by Purchaser, Seller warrants that the items and the sale or use thereof by Purchaser or any transferee will not infringe any copyrights, trade secrets, trademarks or other intellectual property rights ("IPR"). Seller shall defend, indemnify, protect, and hold harmless Purchaser, its successors and assigns, customers and users of the items, from and against any and all claims, damages, losses, liabilities, and expenses, including reasonable attorney's fees and costs, resulting from any IPR infringement claim or allegation related to the items. If Purchaser has reason to believe that the use, sale, transfer, or other disposition of items or any part thereof is likely to be enjoined by a court, Seller at no expense to Purchaser shall promptly (i) obtain for Purchaser the right to use, sell, transfer or otherwise dispose said items, and (ii) if (i) is not possible, replace or modify such items with equivalent non-infringing items acceptable to Purchaser that have substantially the same form, fit and function. If Seller is unable to perform the above two options (i) and (ii) promptly, Purchaser, at its option and Seller's expense, may purchase replacement items from other sources and return any infringing items at its possession to Seller. Seller shall extend the benefit of this provision to Purchaser's successors, assigns, and customers. Seller shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of Purchaser or which would otherwise adversely affect Purchaser without Purchaser's prior written consent.

8. Critical Components

Seller shall warrant and represent that in the event (1) this Agreement is terminated in whole or in part by Purchaser for cause, in accordance with its terms; or (2) Seller is unable or unwilling to comply with any material term of this Agreement, including without limitation any term relating to delivery dates, product quality, etc. or; (3) Seller is unwilling or unable to maintain pricing that is competitive in the marketplace; or (4) Seller becomes insolvent, files or has filed against it a petition in bankruptcy, makes a general assignment in favor of its creditors or is otherwise financially at risk, as determined by Purchaser, then Seller shall grant to the Purchaser or to any third party designated by the Purchaser, to the extent that the Seller is entitled to do so, an irrevocable and non-exclusive license(s) to:

(i) manufacture the item and have the item manufactured solely for the Purchaser's consumption and use thereof as envisioned under this agreement;

(ii) use and have used any Background IP and Foreground IP in connection with the item. Whatever the date of signature of the license agreement(s), the said license shall be deemed to take effect on the effective date of termination and shall remain in full force for the longer of three (3) years following the date of termination, or until the item is no longer required by Purchaser to satisfy Purchaser's contractual commitments. Purchaser shall notify the Seller in writing in the event of early termination of any license issued hereunder;

(iii) in the manner and to the extent directed by the Purchaser, supply, without any disruption to program requirements, to the Purchaser or to any third party designated by the Purchaser: all technical dossiers, software, information, data and all Seller's tooling directly related to the manufacture of Products. The supply shall be at no cost to the Purchaser or to such third party except in the case of termination by Purchaser for convenience, in which case the supply shall be on fair and reasonable terms to be agreed between the Parties in good faith. If the tools are not Seller's property, the Seller shall take, with respect to their owner and the law, all measures necessary to guarantee they shall be available to the Purchaser for the duration referenced in (a) above; at Purchaser's designee all raw material, parts, equipment, etc. purchased from third parties by the Seller for the purpose of performing this Agreement or the relevant Orders so terminated. The transfer shall be at no cost to the Purchaser or to such third party;

(iv) in the event of termination for Seller's default reimburse all costs, expenses, losses and damages incurred by the Purchaser to remedy the Seller's default and all costs incurred by the Purchaser in re-sourcing the work required to manufacture the Products, as agreed to under the terms of this Order;

(v) for any termination of this Order for whatever reasons and as of the effective termination date, the Seller shall send immediately to the Purchaser, accompanied with evidence in documentary form, a status report regarding: (a) the Products completed, in stock in the Seller's premises and, (b) the Products in course of manufacture and, (c) if any, the stocks of raw material, parts, equipment, etc. purchased from third parties by the Seller for the purpose of performing the Orders so terminated and, (d) the tools used by the Seller for the purpose of performing the Orders, and cease forthwith all operations relating to this Order in its facilities and in the facilities of its own Sellers and/or subcontractors; and terminate or transfer (as specified by the Purchaser) all sub-contracts and/or supply agreements and/or other operational agreements entered into by the Seller with any third party for the purpose of or in connection with

Order:

(vi) use its best efforts to assist Purchaser in promptly identifying and establishing a qualified alternative source of supply.

9. Purchaser's Property

9a. Title to and the right to immediate possession of all tools, molds, dies, parts, supplies, jigs, fixtures, plans, drawings, specifications and all other equipment, materials and property that are furnished by Purchaser for Seller's use hereunder; or are procured, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder; or are in any manner paid for directly or indirectly by Purchaser (all of which is collectively referred to as "Purchaser's Property"); shall at all times be and remain in Purchaser. Seller will ensure that at all times Purchaser's Property shall be and remain free and clear of any interest or claim on the part of Seller's creditors or other third parties. Seller waives any and all liens that it has or may acquire with respect to Purchaser's Property. Seller shall take all measures which Purchaser deems appropriate to perfect or evidence Purchaser's title to all Purchaser's Property, including without limitation executing and filing informational financing statements and other documents with respect thereto, and for such purpose, Seller hereby irrevocably appoints Purchaser as Seller's attorney-in-fact to execute all such documents in Seller's name and on Seller's behalf. Seller shall clearly mark or otherwise adequately identify all Purchaser's Property as belonging to Purchaser. Seller shall not transfer possession of any Purchaser's Property to any third party, or delegate or assign any of Purchaser's obligations with respect thereto, unless otherwise specifically agreed by Purchaser in writing.

9b. While any Purchaser's Property remains in Seller's possession, Seller shall at its sole expense maintain the same in good operating condition and repair and in compliance with all warranties contained herein. Seller shall be responsible for and shall bear all risk of loss or damage to all Purchaser's Property while in Seller's care, custody, possession or control, and shall insure such risks with full replacement value fire and extended coverage insurance reasonably satisfactory to Purchaser. Unless otherwise agreed by Purchaser in writing, Seller will use all Purchaser's property solely and exclusively to perform for Purchaser's benefit hereunder and not for the benefit of any other party. In the event that Purchaser's Property is used for any purpose prohibited by this paragraph, this Order shall be automatically terminated and Seller shall be responsible for any and all losses and damages caused, notwithstanding any criminal proceedings which may be brought.

9c. Seller, as a material part of the consideration hereunder, hereby assumes all risk of damage to property or injury to persons arising from its use of all Purchaser's Property. Seller shall indemnify Purchaser from and hold Purchaser harmless against any and all claims arising from Seller's use of all Purchaser's Property, including all attorney's fees, expenses and liabilities incurred in the defense or settlement of any such claims, and, in the event of any claim against Purchaser by an employee or agent of Seller, Seller's liability and indemnification obligation hereunder shall not be limited by any amount recoverable by such persons under worker's compensation or similar applicable law. Seller shall maintain such liability insurance with respect to its obligations under this Paragraph as Purchaser may from time to time require.

9d. Purchaser shall have the right to recover immediate possession of all Purchaser's Property at any time, with or without cause, and without any additional charge or fee being assessed to Purchaser by reason of such recovery. Upon Purchaser's request, Seller shall deliver all Purchaser's Property to Purchaser, FOB Seller's dock, in good condition and repair, normal wear and tear only excepted. Seller grants to Purchaser the unconditional right to enter upon Seller's premises during normal business hours upon twenty-four (24) hours notice to recover Purchaser's Property.

10. Purchaser's Design

If the items or parts thereof, contracted for hereunder, are of Purchaser's design, the Purchaser retains title and ownership rights in such design and Seller shall not reproduce for others any such item or parts thereof without the prior written consent of Purchaser, nor shall Seller supply or disclose to others any information regarding such items or parts thereof, nor incorporate in other items or articles any special feature of design or manufacture, considered by Purchaser to be peculiar or unique to the items or parts thereof, contracted for hereunder, without such prior written consent.

11. Invention or Improvement

Any invention or improvement resulting from or arising out of performance by Seller or Seller's employees under this Purchase Order, which performance has been funded by Purchaser, shall be the sole property of Purchaser. Seller shall notify Purchaser promptly of any such invention or improvement within thirty (30) days of its conception, discovery or existence, and shall assign all rights to such invention or improvement to Purchaser.

12. Payment Terms and Discount

The payment terms governing this Order shall be shown on the face of this Order. The time in connection with any payment or discount offered to Purchaser will be computed from the date of the goods are received or services rendered, plus Purchaser's receipt date of all accurate supporting documents

required in this Order, if the latter date is later than the aforesaid date of receipt. Payment will be made in the currency stated in the Order.

13. Set Off

Any amount due to Seller by Purchaser for any items furnished hereunder may, at Purchaser's option, be applied to the payment of any sums owing by Seller to Purchaser.

14. Assignment and Delegation

Seller may not assign, subcontract, pledge, or in any manner encumber Seller's rights under this Order or delegate its performance hereunder without Purchaser's written permission. Seller shall be responsible to Purchaser for all work, as defined in this Order, performed by Seller's subcontractors at any tier.

15. Changes/Stop Work Order

Purchaser may, at any time, by written notice make changes within the general scope of this Order in the specifications, designs, drawings, quantity ordered, methods of shipment, packaging, or place or time of delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. Any claim by Seller for an adjustment must be made in writing thirty (30) days of the receipt of any such notice. Nothing contained herein shall relieve Seller from proceeding without delay to perform this Order as changed.

16. Obsolescence, Diminishing Sources, and Discontinued Products

16a. Upon determination by the Seller, that a process/component required in the delivery of the item(s) ordered hereunder is unavailable, through no fault of Seller, during the performance of this Order due to obsolescence or diminishing sources, or that such process/component is discontinued, Seller shall immediately notify the Purchaser of this condition or intention. The Seller shall immediately define the shortage or pending obsolescence/discontinuance by providing the Purchaser with (a) satisfactory evidence that its best efforts were made to obtain the affected parts required to meet current contractual requirements and that Seller initiated preliminary investigation of alternate parts (i.e. parts that are technically and physically compatible with hardware design.); (b) identify / propose any potential third party Seller capable of supplying enough parts in the current year to meet the total contractual requirements; and (c) offer Purchaser an opportunity for a life-time buy of the affected product beyond the current contractual requirement, to include price and availability information. The foregoing is in addition to Seller's other obligations pursuant to this Order and shall in no event relieve Seller from any liability to Purchaser for any damages arising as a result of any failure by Seller to fully comply with the terms of this Order.

16b. If, there are insufficient parts to meet current contractual requirements, the Purchaser may, in addition to any other rights and remedies available to it under this Order or applicable law take one or more of the following actions: (a) assist Seller with the procurement from a third party Seller of enough parts to meet current contractual requirements; or (b) authorize the procurement of the life-time buy parts; or (c) terminate this order for default.

16c. Seller acknowledges and agrees that a consistent and reliable source of supply is of utmost importance to Purchaser. Seller further acknowledges that it has been selected by Purchaser in part due to Seller's willingness to maintain a reliable and consistent source of supply to Seller for the product ordered hereunder. Therefore, Seller covenants and agrees, by accepting this Order, to use its best efforts to maintain the ability to fulfill future orders placed by Seller for any of the products subject to this Order for a period of at least twelve months following the last delivery date specified under this Order. If Seller anticipates any difficulty in meeting Purchaser's demand for any such product during such twelve month period (based on forecasts submitted by Purchaser, whether binding or otherwise, or, if no such forecasts are available, then based on Purchaser's purchasing history of the applicable product for the past two years), then Seller shall immediately provide written notice of any such anticipated difficulty and shall use best efforts to remediate such difficulty to ensure an uninterrupted source of supply for Purchaser. Seller acknowledges that this provision is a material term of this Order, and shall defend, indemnify and hold harmless Purchaser from and against any and all loss, cost, expense claims and damages related to or arising out of Seller's failure to fully comply with this provision.

17. Termination

17a. In addition to all of the other rights which Purchaser may have to cancel this Order, Purchaser shall have the further right, without assigning any reason therefore, to terminate any work hereunder, in whole or in part, at any time. Purchaser will not be liable to Seller for any costs for completed items, items in process or materials acquired or contracted for, if such costs were incurred more than the permitted number of days prior to the delivery dates as stated on the face of this Order or, if none is stated, thirty (30) days. If Purchaser cancels this Order within such time as specified on the face of this Order or, if none is stated, thirty (30) days, and if the

parties cannot agree within a reasonable time upon the amount of fair compensation to Seller for such termination: (a) Purchaser will pay the contract price for all items reasonably completed in accordance with this Order and not previously paid for unless said item(s) is part of Seller's standard commercial items, and (b) Purchaser will pay a fair and proper proportion of the contract price for items in process and for all materials acquired or contracted for within the time specified on the face of this Purchase Order for the purpose of fulfilling this Purchase Order which Seller is unable to cancel, return or otherwise use in Seller's operations. Should Purchaser so desire, cancellation charges shall be subject to Purchaser's audit at Purchaser's expense.

17b. Purchaser's ability to terminate this Order for cause shall be immediate and without prior written notice, in the event of any of the following by Seller: (i) a breach of any covenant, representation or warranty hereunder; (ii) in the event of (a) any change in the active management or ownership of Seller or (b) the sale, transfer or other disposition of all or substantially all of the assets of Seller or any affiliate, division or unit of Seller, either of which Purchaser, in its sole discretion, believes may have an adverse effect on Seller's ability to fulfill its obligations under this Order; or (iii) (a) any proceeding in bankruptcy, reorganization or arrangement for the appointment of a receiver or trustee to take possession of Seller's assets or any other proceeding under any law for relief from creditors shall be instituted by or against Seller (and such proceeding is not dismissed within sixty (60) days from the filing date); or (b) if Seller shall make an assignment for the benefit of its creditors.

18. Indemnification/Insurance

In the event Seller, its employees, agents, subcontractors and/or lower-tier subcontractors enter premises occupied by or under the control of Purchaser in the performance of this Order, Seller agrees that it will indemnify and hold harmless Purchaser, its officers and employees from any loss, costs, damage, expense or liability by reason of property damage, including, but not limited to, theft, or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry. Seller, its subcontractors and lower-tier subcontractors shall produce and maintain workers' compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as Purchaser may require and shall comply with all site requirements. Seller shall provide Purchaser thirty (30) days' advance written notice prior to the effective date of any cancellation or change in the term or coverage of any Seller required insurance. If requested, Seller shall send a "Certificate of Insurance" showing Seller's compliance with these requirements. Seller shall name Purchaser as an additional insured for the duration of this Order. Insurance maintained pursuant to this clause shall be considered primary with respect to the interest of Purchaser and is not contributory with any insurance with Purchaser may carry. Seller agrees that Seller, Seller's insurer(s) and anyone claiming by, through, under or in Seller's behalf shall have no claim, right of action or right of subrogation against Purchaser and its customers based on any loss or liability insured against under the foregoing insurance.

19. Compliance with All Laws

Seller warrants, and it is a condition of this Order, that all performance hereunder shall be in accordance with all applicable national laws, regulations and orders. Until accepted by Purchaser, all items are Seller's sole responsibility including, but not limited to, the responsibility for proper, lawful handling or shipment of such items, or of any by-item or waste stream resulting there from. Seller shall indemnify and hold harmless Purchaser, its officers, employees, and agents from any and all claims, demands, suits or actions environmentally related or of any other nature whatsoever, including reasonable attorney's fees, and expenses arising from Seller's activity in the negligent performance or omission of any specified, required or requested work for or on behalf of Purchaser.

19a. Seller warrants that it shall not offer to give or agree to give to any person any gift or consideration of any kind as an inducement or reward in exchange for any act or forbearance from an act in relation to the obtaining or performance of this Order.

20. Right of Access

20a. Seller, without additional charge, shall permit reasonable access by representatives of Purchaser, Purchaser's customers and applicable regulatory agencies to Seller's premises (and the premises of Seller's subcontractors and Seller(s)) for the purpose of examining Seller's facilities, processes, goods, and records relating to this Order. Such examination may include inspection and testing of equipment, materials, parts, items (including software and licensed materials) to be furnished and services to be rendered, manufacturing and assembly processes, testing and quality procedures, and all applicable records relating to the manufacture, inspection, testing, and sale of such items and the furnishing of such services.

20b. If requested by Purchaser, Seller shall provide at its facility, without additional charge, suitable and convenient office space for representatives of Purchaser and/or representatives of Purchaser's customers, as reasonably required. The office shall be properly lighted and heated and maintained in a clean condition and have telephones, facsimile machines and computers with internet connectivity.

21. Passage of Title and Risk

Title and risk of loss or damage to the items shall pass from Seller to Purchaser in accordance with the INCOTERM specified on the face of this Order. If this Order calls for additional services to be performed after delivery, Seller shall retain title and risk of loss and damage to the items until the additional services have been performed. If Seller is authorized to invoice Purchaser for items upon shipment or prior to the performance of additional services, title to the items shall vest in Purchaser upon payment of the invoice, but risk of loss and damage shall pass to Purchaser when the additional services have been performed.

22. Non-Discrimination in Employment

In connection with performance of work hereunder, the Seller agrees to comply with all laws, rules, regulations and orders pertaining to non-discrimination in employment, as may be applicable to Purchaser or Seller.

23. Remedies

All rights and remedies of Purchaser set forth in this Order or available at law shall be cumulative and not alternative and shall not be exhausted by any one or more uses thereof. The waiver by Purchaser of any term or condition of this Order shall not be deemed a waiver of any subsequent breach of the same or any other term or condition. **SELLER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ORDER.**

24. Limitation of Liability

In no event shall Purchaser be responsible or held liable to Seller for punitive, indirect, incidental or consequential damages, including, without limitation, liability for loss of use, loss of profits, capital investment, product development costs, unabsorbed overhead, or interest expenses, however the same may be caused, including fault or negligence of Purchaser.

25. Survival of Obligations

The obligations of the parties under this Order, which, by their nature would continue beyond the termination, cancellation or expiration of this Order, shall survive the termination, cancellation or expiration of this Order.

26. Seller's Liability

Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any personal injury or alleged personal injury (including death), and/or damage or destruction or alleged damage or destruction to property sustained or alleged to have been sustained in connection with or to have arisen out of the negligent performance of the work by or willful misconduct of Seller, its agents, employees, subcontractors, and consultants, save and except liability as may result from, or be in connection with, the willful or negligent act or omission of Purchaser, its officers, agents, employees or independent contractors acting for Purchaser. Seller shall indemnify and hold harmless Purchaser, its officers, agents and employees from any and all liability for such losses, expenses, damages, demands and claims and shall defend any suit or action brought against any or all of them based on any alleged personal injury or damage and shall pay any damage costs and expenses, including attorney's fees, in connection with or resulting from such suit or action.

27. Taxes

Except where prohibited by law, Purchaser and Seller agree that all customs duties, VAT, turnover taxes, sales tax, and other applicable taxes, social insurance contributions, or fees (those imposed on or measured by the services provided or goods delivered) are included in the prices provided by Seller, and shall not be billed to Purchaser as separate items. Seller shall also be responsible for any and all payroll taxes for services performed in country by Seller's personnel. If VAT, GST, sales tax, or other similar taxes are imposed by the country in which the services are performed, unless Purchaser has provided an exemption certificate or a direct pay permit, Seller agrees to bill such taxes as separate line items on an invoice, in accordance to the applicable taxing jurisdiction's laws. Where VAT is applicable, Seller agrees to use its reasonable commercial efforts to ensure that its invoices to Purchaser are issued in such a way that they meet the requirements for deduction of input VAT by Purchaser.

28. Export Control

Seller shall be responsible for the control, disclosure of and access to technical data, information and other items received under this Order and agrees to be responsible for being knowledgeable as to all laws, regulations and requirements regarding the export, re-export, resale, shipment or diversion of items, including but not limited to the International Traffic in Arms Regulations (ITAR) and the export laws of the country of the Purchaser, as well as the export laws of the country of Seller. Seller shall comply with all such laws and regulations and shall indemnify Purchaser for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Purchaser in connection with any violations of such laws and regulations by Seller.

29. Import

29a. Customs

For each shipment of items covered by this Order, Seller shall

furnish Purchaser with a commercial invoice containing, at a minimum, the following information: (a) port of entry; (b) name and address of Seller and Purchaser entity purchasing the items; (c) name of shipper (if different from Seller); (d) country of export; (e) detailed description of items in English; (f) quantities and weights; (g) actual purchase price, including all elements of the amount paid or payable by Purchaser; (h) the currency in which the sale was made; (i) all charges, costs and expenses associated with the items, including freight, insurance, commission, containerization and packing, unless the cost of packing, containerization and inland freight are already included in the invoice price; (j) all rebates or discounts; and (k) the country of origin (manufacture) of the items. The value of any goods or services furnished for the production of the items (e.g., "assistants") not included in the invoice price, must be reported on the invoice for the first shipment of goods unless Purchaser directs otherwise in writing. All items, unless specifically exempted, shall be marked in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit, with the country of manufacture of the items. Seller agrees to comply with all laws and regulations governing the importation of goods into the customs territory of any country of importation. Seller agrees to hold harmless and indemnify Purchaser, its directors, officers and employees against all losses, claims, penalties, judgments, liabilities and expenses which any of them may pay or incur arising out of this Order, including but not limited to all representations made by the Seller with respect to documentation or other Customs or Governmental requirements with regard to entry requirements, classification, valuation, preferential treatment, duty drawback or trade terms.

29b. Government Duty Increases

If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on items imported by Purchaser under this Order, Purchaser reserves the right to terminate this Order in accordance with the provisions in Section 15.

29c. Duty Drawback Rights

All drawbacks of duties and rights thereto related to duties paid by Seller or Purchaser upon importation of the items into any customs territory if the items are subsequently exported from that country shall accrue to the exclusive benefit of Purchaser. Seller agrees to provide Purchaser with all documents, records and other supporting information necessary to obtain any such duty drawback, and agrees to reasonably cooperate with Purchaser to obtain such payment.

30. Notices

Any notice or demand required to be given or made by Seller shall be in writing and shall be duly given or served on Purchaser if sent to the address noted in the Order and by any one of the following means only: (a) in person -- such communication shall be deemed to have been received on the day of delivery provided receipt of delivery is obtained; or (b) by registered or certified mail (or its international equivalent) -- such communication shall be deemed to have been received, under normal service conditions, on the day it was received or on the tenth day after it was dispatched, whichever is earlier. Purchaser may change the address by giving prior written notice.

31. Severability

If any of the provisions of this Order shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable this entire Order, but rather this entire Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.

32. Applicable Law

32a. The laws of the State of Andhra Pradesh, without regard to its conflicts of laws principles, shall govern in all respects the performance of this Order. During pendency of any dispute arising under this Order, Seller shall proceed diligently with performance hereunder.

32b. Any claim or dispute arising out of this Order shall be referred to and finally resolved by arbitration in Hyderabad, A.P., by arbitrators appointed by the Purchaser. The language of the arbitration shall be English.

33. Order of Precedence

In the event of any inconsistency among this Order, the documents referenced herein and any attachments hereto, the inconsistency shall be resolved by giving precedence in the following descending order: (i) provisions set forth on the face of this Order, (ii) the specifications, (iii) the drawings, (iv) these terms and conditions, and (v) the other documents incorporated by reference.

34. Confidential Information

34a. Seller agrees that it will at all times hold in confidence for Purchaser all designs, know-how, techniques, devices, drawings, specifications, patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by Purchaser to Seller in connection herewith or procured, developed, produced, manufactured or fabricated by Seller in connection with Seller's performance hereunder (collectively, "Information"). Seller shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information,

but in any event, no less than a reasonable degree of care. Seller shall not, without the prior written consent of Purchaser, reproduce any Information; nor disclose Information to any party; nor use Information for any purpose other than performance for the benefit of Seller hereunder.

34b. Any technical knowledge or information of Seller which Seller shall have disclosed or may hereafter disclose to Purchaser in connection with the items or services or other performance covered by this Order shall not, unless otherwise specifically agreed upon in writing by Purchaser, be deemed to be confidential or proprietary information and shall be acquired by Purchaser free from any restrictions as part of the consideration of this Order.

34c. Seller acknowledges that monetary remedies alone may not be an adequate remedy for any breach or threatened breach of any of the obligations of this Agreement. Therefore, Purchaser shall be entitled to seek injunctive or other equitable relief in addition to any other remedy to which it may be entitled at law or in equity without the need of posting a bond or other security or proving that monetary damages would be an inadequate remedy. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity.

34d. Seller shall not, without prior written consent of Purchaser, issue any news release, publicity or promotion material regarding this Order or make public use of any identification in any circumstances related to this Order. "Identification" means any semblance of any trade name, trademark, service mark, insignia, symbol, logo, or any other designation or drawing of International Paper or its affiliates. Seller shall remove or obliterate any identification prior to use or disposition of any material rejected or not purchased by Purchaser.

35. Translation

If these terms and conditions are translated into another language and there is any diversion between this English version and the translated version, then this English version text shall prevail.

36. Definitions

- (a) "items" means all goods, machinery, equipment, software, components, work, services (including but not limited to, the design, procurement, manufacture, assembly, tests and inspections, and delivery of the items to Purchaser and if so specified in the Order, installation and/or commissioning of the Items) or other materials ordered by Purchaser as specified in the Order;
- (b) "Order" means the purchase order or other form of request by Purchaser to Seller for the supply of the items;
- (c) "Purchaser" means the party purchasing the items subject of this Order;
- (d) "Seller" means the party supplying the items subject of this Order; and
- (e) "Jurisdiction" means the governing law of the territory where Purchaser's place of business is located.