

Sale of Waste Rubber Scrap items
(hereinafter referred to as, "Material")

Sale Contract Duration: to 31st March 2026

Material Available for sale:

S no	Description (Material)	Qty
1	SBR 8000: This is rubber scrap, which is generated during the production process and it contains High moisture and traces of unreacted raw materials	
2	SBR 9000: This rubber scrap is collected before dryer and it has very high moisture content.	

Place of sale: ISRPL, Panipat

Scope:

- i) Buyer shall take delivery of entire quantity of Material on "as is where is basis" lying in rubber scrap yard / designated place / places at plant at Panipat.
- ii) Buyer shall ensure that the Material is collected from rubber scrap yard / designated place/places during General Shift only.
- iii) Buyer shall transport Material from rubber scrap yard / designated place/places by using their own vehicles.
- iv) Buyer agree and confirm that Material shall be delivered on UOM as specified in Annexure-1.
- v) Buyer shall lift material on regular intervals and ensure that there is no accumulation of Material. The minimum quantity provided by us in one lifting will be not less than a load of one truck of 6 wheels.

2) PAYMENT TERMS:

- i) **Sale Price:** In consideration of purchasing the Materials, buyer shall pay to us as **annexure-1** attached & 100% advance payment before lifting the Waste rubber.
- ii) Taxes (wherever applicable) will be extra and as mentioned in **annexure-1** attached.
- iii) TCS @ 1% will be extra.
- iv) The aforesaid Sale price shall be paid by buyer before Material is taken out of the Plant.
- v) Buyer shall indemnify and keep us harmless and indemnified against any claims, losses or damages in this regard including claims, losses or damages on account of any non-compliance of statutory provisions in this regard.

3) TRANSPORTATION:

- i) It will be buyer's responsibility to transport the Materials from the loading point / rubber scrap yard / designated place/places to buyer's place.
- ii) Buyer will be solely responsible for any lapses or for any reasons whatsoever in transportation of Materials from loading points and any cost incurred because of it will be borne by buyer. Buyer shall indemnify and keep us harmless and indemnified against any claims, loss or damage in this regard including claim, loss or damage on account of any non-compliance of statutory provisions in this regard.
- iii) Buyer shall ensure that the vehicle etc. are duly registered and insured and have necessary road permits under the provisions of Motor Vehicle Act and under any other law as may be applicable from time to time.
- iv) Buyer shall ensure that the vehicle etc. which are being driven by the drivers, who have valid driving license and are insured.

- v) Buyer shall ensure that the vehicles etc. are loaded as per the provisions of Motor Vehicle Act/ traffic rules.
- vi) Buyer should ensure the availability of necessary documents (as per Govt Norms) with vehicle, during ISRPL gate entry i.e. (but not limited to) Original RC, original Driving license of the vehicle driver, PUC and original copy of the Insurance, etc.
- vii) Vehicle will not be allowed to enter inside ISRPL gate in absence of any one from above said documents. Buyer will be accountable for same only.
- viii) Buyer shall take out necessary insurance cover of their workmen, drivers, 3rd party etc for accident, injuries and death caused or suffered whilst performing the services in terms of this contract. Buyer shall keep us harmless and indemnified, if any loss, damage, consequences expenses etc. are suffered or incurred by us on this account.
- ix) Buyer undertake-s to be responsible and compensate us, in case any damage to our property/injury or death of our employee due to negligent/rash etc act of driver or due to defective etc vehicle etc.

4) OBLIGATIONS:

- i) Buyer agree and confirm to take delivery of specified quantity of Materials within 2 days or agreed date after our intimation. Intimation will be through email/phone call from ISRPL officer in charge, if buyer fails to lift the said material, ISRPL will be at liberty to impose penalty@ Rs. 5000/-per day or as deemed suitable by ISRPL, it shall be counted from the day of the first intimation / agreed upon date.
- ii) Buyer shall ensure quick disposal of Material.
- iii) Loading at ISRPL plant will be done by us through FLT's/ Hydra crane only. In case of any laborers required for loading of Materials, it will at buyer's cost and expenses. Loading time will be from 9:00 am to 5:30 pm (during working Days) only
- iv) The necessary statutory requirements pertaining to buyer's workmen should be ensured by the buyer i.e. Insurance / ESI / WC, Medical fitness certificate of the workers, police verification of the workers clearance from the hometown etc.
- v) **Personal Protective Equipment:** Buyer have to provide all-necessary personal protective Equipments such as, helmet, safety shoes, safety goggles & hand gloves etc. to their labors.
- vi) **Safety and work permit:** Buyer shall have to strictly adhere all the safety rules of ISRPL and always work with proper permit from the operational department.
- vii) **Safety regulations:** Buyer shall have to follow all the safety rules and regulations followed by ISRPL and also to ensure that Buyer's workers are well equipped with safety shoes and helmets and all other safety appliances required during the execution of the work.
- i) Buyer will deploy responsible personnel to carry out supervision of Buyer's manpower etc. to ensure smooth operations of buyer's responsibilities. Buyer's personnel will coordinate with officer in-charge for satisfactory performance of their obligations,
- ii) Persons/ person engaged by buyer to carry out the aforesaid activities shall work under their direct control and supervision. Nothing herein shall be construed as establishing any relationship of employer and employee between us and the persons engaged by buyer. Buyer shall ensure that their employees shall have no claims, whatsoever; to employment with us either during the tenure of this contract or after the termination/expiration of this contract and buyer shall engage employees on this express understanding.
- iii) Buyer agree to indemnify us against all claims from their employees and pay all expenses which we may incur defending any proceedings pursuant to such claims and also shall keep us indemnified at all times thereafter for any acts, matters or things done or omitted or neglected to be done by buyer and thereby buyer absolves us from all liabilities arising out of or in connection with the aforesaid contravention or acts, matters or things done omitted or neglected to be done by buyer or on its behalf.
- iv) Buyer shall be liable for payment of all remuneration statutory dues in respect of persons engaged by them. Buyer shall also comply with all laws, bye laws rules, regulation as are or shall be applicable on buyer or their establishment. In case buyer fail to make any statutory payments, we reserve the right (in our sole discretion) to do as on their behalf and deduct the same from their bills / security deposit / retention money. Buyer shall keep us harmless and

indemnified against any claim or demand, litigation, loss or expenses that may be suffered or incurred by us on account of any claim or demand raised by the persons appointed by them , including claim for wages/ compensation and /or other dues whether statutory or not on any account whatsoever and/or on account of any violation of law/s, rules, regulation etc. committed by their /persons employed by them.

- v) **Insurance Cover for Workmen:** Buyer shall obtain adequate insurance policy in respect of their workmen to be engaged for the work towards compensations as admissible under the Workmen's Compensation Act,1923 and Rules framed there under upon death/disablement of a worker and the same has to be produced to the Officer-in-charge before start of the work. In case any person deployed by buyer suffers work injury or complains of illness within the Plant or in the presence of other ISRPL personnel on duty, the concerned person may be treated by the available medical/ Para medical personnel who have been deployed by the Company. Subsequently, subject to the decision and guidance of the Company's Medical Officer, the concerned person may be hospitalized.

In such cases and in the absence of buyer's authorized representatives or of the concerned agencies, all expenses related to the initial treatment and / or hospitalization expenses shall be borne by ISRPL and may be subsequently recovered from their bills. However, ISRPL will arrange to communicate such events to buyer through any of their personnel or any other suitable medium at the earliest possible opportunity. Once buyer or their agency takes charge of the situation all relevant medical documents (that had so far been generated) related to the case shall be duly handed over to buyer to enable them to claim insurance benefits, if any. In such events, all decisions taken by the Company's Medical Officer, related to the treatment and/or hospitalization of the patient may be considered to be final and binding on all concerned.

- i) Buyer shall be solely responsible for acquiring all requisite licenses/clearances from Government/Municipal/Judicial/Quasi-judicial bodies and other local authorities etc. as may be required for rendering the services / sale in terms of this contract.
- ii) Buyer and their employees shall at all times adhere to all ground rules and regulations as may be prescribed at the unit, and any breach of this condition shall entitle us to terminate this contract.

5) SECURITY DEPOSIT:

Buyer shall deposit a sum of Rs. 5,00,000/- (Rs. Five lacs only) by way of Demand Draft as interest free Security Deposit at the time of accepting of this Contract, which will be refunded to buyer after expiry/termination of this Contract after adjusting all sums, dues, costs etc. which are payable by buyer to us. If buyer fail to lift the complete material within stipulated date, pls note that company reserves the right to forfeit the security deposit lying with us.

6) VALIDITY:

This Contract shall be deemed to be effective up to 31.03.2026 after **the date of issuance of contract**. The said Validity this contract shall automatically come to an end either of quantity or contract duration which comes first, unless renewed in writing for further period,or quantity on such terms and conditions as may be mutually agreed upon at the time of such renewal.

7) TERMINATION:

- i) We can terminate this contract at any point of time without assigning any reasons by giving written notice of one month. Similarly, buyer can terminate this contract without assigning any reasons by giving written notice of three months.
- ii) In case of breach of any terms and conditions of this contract, including but not limited to non-satisfactory performance of the services or failure to make the payment on due date or change or for any other reasons, we shall be free to terminate this contract immediately.

8) FORCE MAJURE:

We shall not be liable for any act of God or act of state, strike, lockout or circumstances beyond our control.

9) INDEMNITY:

- i) In the event of any loss/damage/expenses etc. occasioned to us, as a result of any lapse/neglect/fault/omission/act on buyer or their employees' part in our opinion, then we shall be entitled to claim from buyer, the value of the said loss/damage/expense etc.
- ii) Buyer hereby indemnify us and shall keep us indemnified and harmless and our's Directors, officers, employees from and against all claims, demands, losses and damages, penalties, expenses and proceedings connected with this contract or arising from any breach in relation to any such services as aforesaid or otherwise arising from any act, commission, misrepresentation or omission on their part, whether willful or not.
- iii) All indemnities given by buyer shall survive the expiry or termination of this contract.

10) DISPUTES & JURISDICTION:

- i) Any dispute arising between buyer and our officers responsible for supervision of work / sale or controversy or claim either arising out of or relating to or arising out of this contract shall be resolved amicably. If the dispute is not resolved through discussion within a period of one month from the date of raising of dispute then it will be referred to the sole arbitrator to be appointed by ISRPL. The arbitration proceedings shall be conducted under the provisions of the Arbitration and Conciliation Act 1996 or any statutory enactment thereof. The place of arbitration will be Panipat and the language of arbitration shall be English. The award of the Arbitrator shall be final and binding upon the parties.
- ii) Any legal action pertaining to this contract/work order shall be subject to the jurisdiction of Courts of Delhi / Panipat alone to the other exclusion of other courts.

11) OTHER TERMS:

- i) This is a non-exclusive contract and it does not, in any manner, restrict us from appointing any other person(s)/agencies to do same/similar/identical work on such terms and conditions as we may deem fit.
- ii) This contract shall prevail over any other terms or conditions contained in buyer invoices/bills or any other document.
- iii) Buyer or their employees shall not at any time whether during the term of this contract or at any time after the termination/expiry of this contract thereof divulge to any other person, any information disclosed to buyer or their employees or acquired by buyer or their employees in relation to our affairs or business or method of carrying on business and buyer shall keep us harmless and indemnified of the damages/losses etc suffered by the us on this account.
- iv) The parties herein are and shall be, with respect to the subject matter of contract, independent contractors of one another and nothing herein shall be deemed to create an agency, partnership, employment, or joint venture relationship between the said parties.
- v) All notices required to be served under this contract shall be in writing and sent by registered mail or by facsimile, to the other party hereto at the addresses provided hereinbefore or any later addresses, notice of which having been previously given by one party to the other. All such notices shall be effective upon actual receipt or it shall deemed to have been received on the fifth day after the day of dispatch.
- vi) In the event that any provision of this contract conflicts with the law under which this contract is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this contract, (i) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants and restrictions of this contract shall remain in full force and effect.
- vii) Our failure to insist upon or enforce strict performance of any provision of this contract or to exercise any right under this contract shall not be construed as a waiver or relinquishment to any extent of our right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
- viii) This contract may only be modified in writing, by the mutual assent of the parties to this contract and signature of a duly authorized officer of each party hereto.

- ix) Any right or obligation which becomes absolute before termination/expiration of this contract for any reason, or which is by definition of a continuing nature, will survive such termination/expiration.

12) PENALTY:

In case of buyer's failure on any account whatsoever, if we engage any other buyer & labours for removal of the Materials from plant, Buyer shall be liable to reimburse the complete expenses incurred by us and also the penalty as determined by us. The amount of Penalty to be imposed on buyer shall be decided by ISRPL at its sole discretion which shall be binding on buyer without any protest and demur.

**Annexure-1
(Rate Schedule)**

Rubber Scrap

S N o	ISRPL Code	Short Text	UO M	HSN Code	Approx Annual Qty	Rates per UOM (Rs)	Taxes (extra)		
							IGST	CGST	SGST
1	SBR 8000		MT	40040000	60 MT		5%	2.5%	2.5%
1	SBR 9000		MT	4004000	210 MT		5%	2.5%	2.5%

TCS @ 1% will be extra.

100% advance payment before lifting the Waste rubber.

Details of Materials:

S No	ISRPL Code	Short Text	Description
1	SBR9000		This material is collected before dryer and it has very high moisture content.
2	SBR8000		This is rubber scrap, which is generated during the production process and it contains traces of unreacted raw materials