

Description of Project:

As per PDF Scope of Work submitted.

OBJECTIVE:

- **Global Economic Overview**
- **India Economic Overview**
- **Process Piping Industry**
- **Fabrication: Pipe Fabrication Market**
- **Global process piping industry**
- **Process Piping Industry in India**
- **Biomass (RNG3) generation plants market in India**
- **Windmill tower manufacturing market in India**
- **Brief on DEE Development Engineers Limited**

Secondary Research

• For secondary research, Dun & Bradstreet (D&B) would be relying on public sources – which will include o Insights / reports / opinion papers / vision documents / other similar sources by Government agencies, ministries, industry associations.

- Information & data release by globally renowned agencies / third party data providers
- Insights / opinion provided by renowned industry experts / stakeholders in the industry.
- D&B proprietary data
- Any other public documents
- Other third-party proprietary databases

Primary Research

• For primary research, D&B would be interacting with stakeholders in the process piping industry to gain insights on market size, buying pattern etc. These insights along with logical assumptions and supporting data from secondary research would be used to estimate the annual spending on process piping solutions in India.

Payments Details

Volume (a)	Total Order Value
DRHP Report – DEE DEVELOPMENT ENGINEERS LIMITED	INR 21,83,000

Standard Terms & Conditions

The Customer’s attention is drawn to the Standard Terms & Conditions as set out below which is a part of the Proposal: These Standard Terms & Conditions (“T&Cs”) apply to the User of the Analysis (as defined below) provided by Dun & Bradstreet Information Services India Private Limited (“D&B”) in the project appraisal report (hereinafter referred to as the “Report”) prepared by D&B in respect of the transaction, defined in the Proposal (“Offering”), for the internal use and reference of the User. Each type of information, whether printed, written, oral or in machine-readable form, including documentation contained in the Report, along with its associated literature comprising of, inter alia, all data, other than provided by User or gathered from already existing sources, diagrams, layouts and representations contained therein shall collectively be referred to as the “Analysis”. The customer named in the Proposal is referred to as the “User”. The Analysis under this T&Cs is licensed exclusively for fair and internal use of the User. By ordering the Offering, the User is deemed to have agreed to these T&Cs without any qualifications.

I. **CONFIDENTIALITY:** D&B recognizes and acknowledges that during the course of appraisal and preparation of the Report, D&B will come into possession of, or receive, confidential information of the User. D&B shall keep such information confidential and retain them in strictest confidence during the period of appraisal, unless otherwise required by law or an order of court.

Notwithstanding anything stated hereinabove, the obligation of D&B to protect the confidentiality of any information or materials shall not apply as to any information or material which becomes public knowledge, through act or failure of User, is publicly disclosed by User, is lawfully obtained from User by any third party or is lawfully known by D&B other than by disclosure by the User.

The Analysis contained in the Report shall be held in strict confidence and shall never be reproduced, revealed or made accessible in whole or in part, in any manner whatsoever, to others unless required by law or an order of court, or unless the User first obtain D&B's written consent.

The information shared with D&B is not restricted by any confidentiality obligations applicable to the User and in all such cases, the User have obtained approvals as may be required to share such information with D&B.

II. **OWNERSHIP:** D&B is the sole owner and proprietor of all rights including copyrights, trademarks, logos, and all other intellectual property rights ("IP Rights") in the Analysis. All research, data and any other Analysis provided in any form, is also proprietary to D&B and is protected by India laws and applicable treaties and conventions governing intellectual property. The User shall not copy, reproduce, repackage, resell, display, publish, transmit, transfer, disseminate or otherwise redistribute the Analysis, in whole or in part, in any form or manner or by any means whatsoever without the express written permission of D&B.

The User acknowledge that the Analysis is proprietary to D&B and comprises of: (a) works of original authorship, including compiled information containing selection, arrangement and expression of such Analysis or pre-existing material that has been created, gathered or assembled by D&B, (b) confidential and trade secret information of D&B; and (c) information that has been created, developed and maintained by D&B at great expense of time and money such that misappropriation or unauthorized use by others for commercial gain would unfairly and irreparably harm the proprietary and intellectual property rights in the Analysis of D&B.

The User shall not commit or permit any act or omission that would impair D&B's proprietary, and IP Rights in the Analysis licensed by D&B to the User. The User shall reproduce D&B's copyright and proprietary rights' notice on all authorized copies of the Analysis. D&B represents to User that to the best of D&B's knowledge, the Analysis, when used in accordance with these T&Cs will not violate any existing copyright, patent, trademark or other extant intellectual property rights of any third party, however, this representation shall not hold good to the extent the User modify the Analysis in any way or combines the Analysis with any other material of third party, such act of the User will not be appreciated.

III. **DISCLAIMER AND LIABILITY:** The use of the Report is meant only for the purposes of the transaction or matters relating thereto as deemed necessary by the User, and not by any other party or for any other purpose. D&B shall not be responsible for any consequence entailing the usage of the Report by parties other than the User for any purpose other than that mentioned in the Proposal.

The Report will be prepared keeping in view the scope of work and is subject to the caveat forming part of the Report. No representation is made by D&B that the Analysis contained in the Report are exhaustive or includes all such material information. In case the User need any such additional information, documents, or Analysis, which is not within the scope of work as included in the Report, D&B may, on the request of the User consider providing the same, subject to such additional payment for the purpose as may be mutually agreed upon between D&B and the User.

D&B does not make any further express or implied representation or warranty or assume any responsibility or liability in respect of the Report or arising in connection with or as a consequence of, any decision made or action taken, by the Users or any other party. Further, D&B shall not be liable, at any time, for special, incidental, exemplary or consequential damages (including, without limitation, damages for loss of business projects or loss of profits), even if advised of the possibility of such damages, arising in contract, tort or otherwise from the use of the Analysis or its contents, or from any acts or omissions arising as a result of use of the Analysis or for any failure of performance, error, omission, interruption, defect or delay in the activities undertaken by the Users as a result of reliance on the contents of the Analysis. If notwithstanding the foregoing, liability can be lawfully imposed and enforced on D&B, then the Users agree that D&B's aggregate liability for any and all losses or injuries to the User arising out of any proven negligent or other acts or omissions of D&B in connection with anything furnished as information, regardless of the cause of the loss or injury and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the amount paid by the User for the Report as specified in the Proposal or Rupees Two Lakh only, whichever is lesser, and the User covenant not to sue D&B for a greater amount. D&B provides no advice or endorsement of any kind through the Report. The availability of data in the Analysis does not constitute a recommendation by D&B to enter into any transaction or follow any course of action. D&B, in the process of preparing the Report also engages third-party consultants or experts duly identified in the Report. D&B assumes the accuracy and authenticity of the information provided by third-party consultants or experts and does not independently verify the contents thereof. D&B is not liable for any consequence arising from reliance placed upon such inaccurate or incorrect information provided by such third-party consultants.

D&B or its associates in any capacity, viz. directors, employees, advisers, or other, do not make any further express or implied representation or warranty, or assume any responsibility or liability in respect thereof or arising in connection with or as a consequence of, any decision made or action taken, by the User or any other party, unless it could be directly attributed to D&B or associates for their act or omission.

All decisions made by the User must be based solely on the User's evaluation of the circumstances and objectives. D&B recommends that the User independently verify the current accuracy of any data made available in the Analysis upon which the User intend to rely.

D&B does not examine or comment on any legal, tax (direct or indirect), accounting, regulatory, secretarial compliance and corporate governance, general compliance of applicable laws or environment issues in relation to the User. It does not assess or comment on adequacy of insurance obtained or social contributions made by the User under the applicable laws. Further, D&B does not examine the implication of business issues that may arise out of commercial transactions. In particular, D&B does not express any view on commercial matters for and whether performance of any of the terms of the documents are feasible from a commercial perspective.

D&B assumes the capacity of all natural persons, genuineness of all signatures, the conformity and the authenticity of all documents submitted as original and the conformity of the copies or extracts submitted to D&B with that of the original documents.

D&B assumes that the documents submitted to it by the User in connection with any particular issue are the only documents relating to such issue.

D&B assumes that the User are in compliance with all relevant statutory regulations, including enactment relating to fire regulations, safety and environmental considerations and stipulation of respective statutory provisions.

Analysis provided in the Report is also based on assumptions as to the prevailing rules and regulations of statutory authorities, prevailing site conditions on the date of inspection and best judgment of the persons engaged in the preparation of the Report.

D&B does not normally review and comment on leases or documents of title. D&B assumes, unless informed to the contrary, that each property and structure has good and marketable title, that all documentation are satisfactorily drawn and that there are no encumbrances, restrictions, easements or other outgoing of an onerous nature which would have a material effect on the value of interest under consideration, nor material litigation pending.

Where D&B has been provided with documentation, D&B recommends that reliance should not be placed on its interpretation without verification by legal advisors.

D&B does not in any manner advise relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio, whether written, oral or through any other means of communication for the benefit of the User and no part of the Report shall be construed as an investment advice within the meaning of such applicable regulations.

IV. INDEMNITY: D&B has taken due care for preparation of the Report, however, it shall not be responsible, or in any way held liable, in the event of any loss and/or damage suffered by the User on account of this Report as a result of any fraud, negligence, misrepresentation(s) or mistake made by the User or otherwise. The User agree to hold harmless and indemnify D&B and its officers, agents, employees or partners, from and against any third party claim that is settled or compromised, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees of every kind and nature, arising from or in any way related to the User's use of the Analysis or from any breach of these T&Cs by the User, its employees and its agents, or due to any acts or omissions attributable to the User. The documents or information provided by the User is believed to have been provided in full and nothing is deemed to be concealed from D&B for the purpose of preparing the Report. The User shall defend and indemnify D&B and its directors, officers, employees, agents and affiliates, from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses which arise out of, or relate to or result from such concealment of information, or due to false documents or information provided by the User, or any misrepresentation, fraud or mistake on part of the User.

V. TERMS OF USER'S OBLIGATIONS: The Analysis in the Report and all content provided therein is licensed for the fair and internal use by the User. The User are prohibited to use the Analysis and its contents to engage in any unfair or deceptive practices. The User are expressly prohibited from using the Analysis as a factor in establishing an individual's eligibility for credit or insurance to be used primarily for personal, family or household purpose or employment.

The User shall neither request the Analysis for the use of others nor permit requests to be made under these T&Cs by others. Neither may the Analysis be used by the User in connection with providing advice or recommendations to others, it being understood that the Analysis is only for the User's internal use.

Except as otherwise agreed or required by law, neither D&B nor any of its logos, trade names, trademarks, or service marks may be used for any purpose as the identification of the User's source of reference. D&B may be required to divulge either its sources of or the procedures for obtaining the data used for purpose of preparing the Report.

In addition to the restrictions specified hereinabove, the User shall NOT use the Information for, (a) advertising in any form of media, since the Analysis is designed exclusively for business-to-business purposes; (b) inducing the prospective investors to subscribe to the securities offered by the User in the capital market since the ratings given as part of the Analysis reflects the overall performance of the User's organization / business and is not meant for mass consumption.

Notwithstanding anything contained hereinabove, User desiring to make reference to the Report in the public documents, must obtain a prior written consent from D&B. Pursuant to such consent obtained, the following disclaimer must be under the reference so made in the public documents:

"D&B-India is an independent firm of consultants and has advised that while it has taken due care and caution in preparing the Report based on the information as provided by us and as obtained by D&B-India from sources which it considers reliable, it does not guarantee the accuracy, adequacy or completeness of the Report or the data therein and is not responsible for any errors or omissions or for the results obtained from the use of the Report or the data therein. D&B-India's Report are not a recommendation to be followed to invest/disinvest. No reliance should be placed on the Report while making decisions."

However, the User may use the Analysis also for, stating in any communication, the fact that the User's operations have been evaluated by D&B and that the related information is available on D&B's global database, bearing the unique Dun & Bradstreet D-U-N-S® Number. Dun & Bradstreet D-U-N-S® Number is proprietary to and controlled by D&B. D&B grants the User a non-exclusive, perpetual, limited license to use D-U-N-S® Number solely for identification purposes and only for User's internal business use. Where practicable, User will state D-U-N-S® Number as registered mark and proprietary to D&B. The services under this Proposal may only be used by User in India to support its India business. User may also make services under this Proposal available to entities in the licensed territory (i.e., India) that are subsidiaries, divisions or affiliates, controlled by, controlling, or under common control with, User ("Affiliates") but only to Affiliates which are identified on a "Schedule of Affiliates" attached to this Proposal and that are not currently eligible to receive any Services included herein under an existing agreement with D&B or a D&B partner.

The User shall share with D&B any and all information required for the purpose of the compiling the Report on timely basis. Any delay on part of the User to share the required information, document, data for compiling the Report shall not be construed as delay on part of D&B and the User shall be solely responsible for the same.

VI. PAYMENT: The User agree to pay D&B immediately upon signing this T&Cs, in Indian Rupees, in accordance with the payment terms specified in the Proposal and it shall not make any set-off against D&B. If any payment is not made when due, the entire amount, irrespective of whether due and payable under the Proposal shall immediately become due and payable upon notice. Each Party shall be responsible for its own tax liabilities and duties under the arrangement contemplated herein. A late payment fee of 2% (two percent) per month or the highest lawful rate, whichever is higher, may be applied to the outstanding balance when paid. Apart from the charging of late payment fee, D&B may at its sole discretion suspend the services contemplated under the Proposal, or the delivery of the Report, if any payment is not made when due. Any instances of non-payment may adversely affect the User's credit standing in D&B's database and the global database maintained by D&B along with its global affiliates. The User understand that D&B is not obligated to give any refunds for any reasons whatsoever except as provided in the clause on Termination hereinbelow. Any request by the User to update the information and consequently the Report at an additional charge, shall be done by D&B, provided all the previous dues and any & all outstanding payments are cleared by the User. Owing to the changes in the tax laws, any increase in goods and services taxes, on accounts of GST legislation(s) shall be to account of the User. The User shall always comply with the extant GST legislation(s). In case D&B is subjected to any loss arising out of non-compliance by the User with the extant GST legislation(s) or non-furnishing or furnishing of incorrect or incomplete documents by the User, the User shall reimburse D&B the losses, including but not limited, to the interest and/or penalty, if any, due to the failure by the User as aforementioned. The User shall clearly mention the 'BILL TO' and 'SHIP TO' addresses in the Purchase Order(s), if any, to be issued by the User under these T&Cs, if not provided hereinabove. The User shall provide correct GST registration details to D&B. D&B shall not be responsible to verify the same and shall rely on the details provided by the User, while raising the invoice(s) under this T&Cs.

Any failure on part of the User to provide correct GST registration details and/or aforementioned required addresses/information shall not render D&B liable in any manner whatsoever and consequently, the User shall be liable for any and all tax liabilities arising out of its failure. D&B hereby expressly disclaims all such liabilities. In case of failure on part of the User to provide the GST registration details, the User shall be treated by D&B as unregistered under the GST legislation(s) and the User shall be required to provide a declaration in this behalf to D&B. For the purpose of these T&Cs, the term 'GST' shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), the Union Territory

Goods and Services Tax ('UTGST'), Integrated Goods and Services Tax ('IGST') and any other taxes levied under the GST legislations in India as may be applicable. The term 'GST legislation(s)' should be accordingly interpreted.

VII. RELATED PARTY TRANSACTIONS: The User hereby confirm that the mandate to prepare the Report has been obtained by D&B from the User at an arms-length basis. D&B and its directors, officers, employees, agents and affiliates are in no way related to the User and have no vested interest, whatsoever, in the transaction, in outcome of the Report or in the decisions taken by the User in relation to the transaction.

VIII. TIME BOUND APPLICABILITY: The Analysis will be prepared considering a specific set of facts existing at a specific period of time and may not be applicable for situations beyond such period of time. Any change in market circumstances, laws or regulatory structure might render the Analysis inapplicable and any reliance on the Analysis under such circumstances shall be at the sole risk of the User.

IX. TERMINATION: D&B will provide the Offering to the User for the period or project specified in the Proposal. The User shall provide any and all information required for the purpose of the compiling the Report on timely basis, and any delay on part of the User to divulge the required information, document, data for compiling the Report, within the stipulated timeframe shall not be construed as delay on part of D&B. If the User fails to provide the required information during the term of the arrangement contemplated herein, or keeps the mandate on hold for more than one year, D&B shall retain any and all advance payments received by it and shall not be required to refund any amount whatsoever to the User. Provisions which by their very nature survive termination shall be deemed to survive any termination. An order once placed by the User with D&B for the Offering is non-cancellable. The User agrees to pay D&B a non-refundable advance, wherever applicable, towards the cost of the Offering, immediately upon signing the Proposal and / or agreeing to avail of D&B's Offering. The said advance paid shall not be refunded by D&B under any circumstances, whatsoever. On the User cancelling the order for the Offering, The User agrees to pay D&B a non-refundable advance, wherever applicable, towards the cost of the Offering, immediately upon signing the Proposal and / or agreeing to avail of D&B's Offering. The said advance paid shall not be refunded by D&B under any circumstances, whatsoever. On the User cancelling the order for the Offering, no request for refund of the advance and / or waiver of the balance payment of the order value shall be entertained by D&B and the advance paid, if any, shall be forfeited by D&B. Where no advance is paid by the User, it shall be liable to pay to D&B the entire agreed order value of the Offering, which the User shall pay without any demur or protest. D&B may terminate this arrangement at any time and without prior notice in the event of a breach of these T&Cs by the User and otherwise upon 30 (thirty) day's written notice. Upon termination of the Proposal by D&B, the User shall immediately return to D&B (if requested by D&B), all Analysis (including copies thereof), if D&B has not so requested within 30 (thirty) days of termination, destroy all information (including copies).

X. GOVERNING LAW: The laws of the Republic of India shall govern these T&Cs and the parties agree that the appropriate Courts of Mumbai shall have exclusive jurisdiction for resolving any disputes arising under these T&Cs.

XI. MISCELLANEOUS: These T&Cs and the Report contain the entire and only agreement between D&B and the User in relation to the subject matter hereof and all other representations, warranties, promises and conditions made by D&B have been merged herein. The User shall inform D&B, from time to time about any changes in its internal policies which may affect the transaction(s) contemplated herein and in even of any inconsistency between the terms and conditions herein and the change of User's policy the terms & conditions herein shall prevail.

No representation, warranty, promise or condition not incorporated herein shall be binding upon either party.

The User agrees to Dun & Bradstreet's use of the User's information for Dun & Bradstreet's internal analysis purposes, which may subsequently form part of its business information services. The User grants Dun & Bradstreet a non-exclusive royalty-free license to use the User's information for the said purpose and Dun & Bradstreet agrees that it will not disclose the origin of the User's information unless required by law. These T&Cs bind and inure to the benefit of the parties hereto and their successors and permitted assigns, except that neither party may assign this Proposal without the prior written consent of the other party; however, either party may assign the Proposal and the T&Cs herein to any of its affiliated companies or in connection with a merger or consolidation (so long as the assignment is to the newly merged or consolidated entity) or the sale of substantially all of its assets (so long as the assignment is to the acquirer of such assets). Notwithstanding the foregoing, no assignment to a competitor of Dun & Bradstreet is valid unless agreed in writing between the parties. These T&Cs shall prevail over any other forms or orders, by whatsoever name called, issued by the User and are subject to changes only if agreed in writing by the parties hereto. In the event that any court of competent jurisdiction holds any provision of these T&Cs invalid or unenforceable, it will not invalidate or render unenforceable any other provisions hereof and the same will continue to be valid. No waiver or amendment of these T&Cs shall be binding on either party, unless it is in writing and signed by the authorised officials of both the parties. The parties to this Proposal shall be excused for failure or delays in performing any contractual obligation, if such failure or delay is caused by force majeure, including any act which is beyond reasonable control of a party. The party so affected shall give prompt written notice to the other party stating the reasons for any loss, damage, delay, or failure of performance due to such causes and shall use its best efforts to avoid or remove the same. The affected party shall continue its performance whenever such causes are removed. If the causes of non-performance on account of force majeure continues for more than 90 (ninety) days, the non-affected party may, by written notice to the other, terminate the Proposal under a 30 (thirty) days' notice.

By signing the Proposal and / or agreeing to avail of D&B's Offering, the User becomes bound by these Standard Terms & Conditions.