

Terms and Conditions of Purchase of Witzenmann India

1. **General:** These terms and conditions ("General Terms and Conditions" / "GTC") stated on the face of this Purchase Order ("P.O.") constitute the entire agreement between the Company and the Vendor with respect to the subject matter hereof and supersede:
 - 1.1. All prior or contemporaneous agreements, whether written or oral, between the Company and the Vendor relating to the subject matter of this P.O., except where the parties have expressly entered into a separate written agreement, in which case the terms and conditions of that agreement shall prevail; and
 - 1.2. Any additional or conflicting terms contained in the Vendor's acknowledgment, confirmation, invoice, or any other similar document, which shall be deemed null and void unless expressly accepted in writing by the Company.
2. **Effective Date of P.O.:** These terms and conditions shall come into force and shall be binding on the Vendor, upon Acceptance of the P.O. by the Vendor or upon commencement of any performance under the P.O., whichever occurs first.
3. **Definitions:** The capitalised terms used in the P.O. terms and conditions shall have the following meanings:
 - 3.1. '**Company**' shall mean "Witzenmann (India) Private Limited", including its employee and/ or authorised representative.
 - 3.2. '**Vendor**' shall mean the person, firm or company or body corporate or any other form of entity with whom the Company has placed the P.O. for any goods and/ or services.
 - 3.3. "**Acceptance of P.O.**" shall mean acceptance of the Company's offer by the Vendor, whether by acknowledgment, written confirmation, or commencement of supply or such other action of the Vendor qualifying as deemed acceptance of the P.O. Any deviation or counteroffer including terms and conditions from the Vendor, shall require the Company's prior and express written consent to be applicable and shall not be deemed to be accepted by the Company, unless expressly agreed in writing.
 - 3.4. "**Confidential Information**" shall mean any and all scientific, technical, Drawings, processes, financial or business information, or trade secrets, that are delivered or otherwise disclosed by the Company (including by observation) by or on behalf of the Company and includes any information which, by its nature or the circumstances of its disclosure, would reasonably be understood to be confidential, whether or not it is marked or identified as confidential.
4. **Delivery:** The Products shall be delivered/ dispatched/ performed strictly as per the schedule agreed with the Company and within the business hours (09:00 AM to 06:00 PM on working days only), and in full conformity with the instructions in the P.O.. All goods/materials against P.O. will be accepted only at such location and at such time as instructed/ agreed by the Company. Unless agreed otherwise in writing between the Parties in the PO or any other agreement, the Vendor shall bear all risks of loss or damage and all costs, taxes, duties and/ or charges, including but not limited for transportation, loading/ unloading and insurance, until the Products are received, inspected, and formally accepted by the Company. The Vendor shall ensure that its transporter complies with all applicable legal requirements as per applicable laws of the country through which any goods are being transported.
5. **Price/Payment Terms:**
 - 5.1. Prices for Products are set in the P.O. are fixed and inclusive of all charges, duties, taxes (except GST as applicable in India), and insurance ("Price").
 - 5.2. Any variation in the Price or other charges upon acceptance of P.O. shall require a prior written approval from the Company.
 - 5.3. Invoices from the Vendor should comply with the specifications provided by the Company, as seen in the P.O. as well as provisions of any applicable law for the time being in force in India. The Company may reject any invoices that do not conform to such requirements and/ or set forth in Company's policies.

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5.4. In case, Goods and Services Tax ("GST") is applicable on the products supplied by the Vendor based on the provisions of the GST laws and regulations as on the date of supply of the said products, the said GST would be charged separately by the Vendor on the invoices raised.

5.5. The Company reserves the right to withhold, set off or adjust appropriate amounts from any outstanding dues payable to the Vendor, for any non-compliance, dispute, or non-conformity with this GTC. Also The Company reserves the right to set off or deduct any sums owed by the Vendor to the Company, against any outstanding dues payable to the Vendor.

5.6. The Company shall withhold Income Tax TDS on the invoice, wherever required under the applicable provisions of Income Tax Law, and pay the balance amount to the Vendor.

5.7. Payment, if any made hereunder does not constitute acceptance of the Products. Advances paid to the Vendor shall be returned in the event of the Vendor fails to perform its obligations under the P.O. or if the P.O. is cancelled by the Company due to Vendor's non-compliance of the P.O./ GTC terms & conditions ..

5.8. Payment terms will be as set forth in the P.O. in writing. If no payment term is specified, payment terms will be 60 (sixty) calendar days from the date invoice of acceptable format are received by the Company, or the date conforming Products are received by the Company at the location instructed in the P.O., whichever is later. Provided however that for Vendors registered under Micro, Small and Medium Enterprises Development Act, 2006 the payment term shall be 45 (forty-five) calendar days from of the acceptance of the goods/service are rendered with valid invoice issued to the Company.

6. **MSME vendor:** Vendors claiming MSME (Micro, Small and Medium Enterprises) status under laws of India shall submit a valid certificate of registration as an MSME at the time of acceptance of the P.O. Any delay, inaccuracy, or non-submission causing liability or loss to the Company shall be fully borne by the Vendor, and such liability may be recovered by debit to the Vendor's account.

7. **Delivery Date and Time:** Time is of the essence. The Vendor shall strictly adhere to the delivery date and time as mentioned in the P.O. or instructed or otherwise communicated by the Company.

8. **Validity of P.O.:** This P.O. shall be valid until the delivery date mentioned in the P.O., or its termination whichever is earlier. The Company may by providing written notice to the Vendor, citing reasons. Any such cancellation shall be effective upon receipt of such written notice by the Vendor, and all quantities undelivered till the date of receipt of notice shall be treated as cancelled.

9. **Delivery and Packaging:** Responsibility for the delivery of products remains with the Vendor until the products are properly delivered to the place of delivery and acknowledged by the Company. Vendor shall securely and properly pack all shipments and clearly label each package as per instruction provided by the Company or in case of no specific instructions in accordance with the best industry standards and/or in accordance with accepted commercial practices without extra charge for packing materials, cases, or other types of containers. Upon delivery, all packaging and containers shall become the property of the Company, unless expressly agreed otherwise by the Company. Delivered Products that do not conform to the specifications, quantity, or are not in good condition upon receipt or later found defective during production or use shall be replaced promptly by the Vendor at the Vendor's sole cost and risk.

9.1. The Company reserves the right to refuse acceptance of the Products which are not in accordance with the delivery instructions of the Company or the Purchase Order issued by the Company. Part / partial delivery shall only be permitted with the prior consent of the Company. Partial or advance deliveries shall be made only with the prior written consent of the Company.

9.2. All scrap, rejected, or excess material generated during manufacture for the Company shall remain the property of the Company. The Company shall be entitled to recover the entire loss arising from such rejection, including but not limited to production downtime, material wastage, rework, and quality failure, by raising a debit note on the Vendor.

10. **Ownership of tools, designs and data :** it is mutually understood and agreed that all patents, tools, dies, moulds, jigs, fixtures, drawings, specifications, designs, patterns, or any other equipment or intellectual property

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supplied, funded, developed, or paid for by the Company for or in connection with the manufacture or supply of any parts or products to the Company shall be and remain the exclusive property of the Company. Such items are provided to the Vendor solely for the execution of this Purchase Order and shall not be copied, modified, transferred, pledged, or used for any purpose other than fulfilling this P.O. The same shall be safely maintained by the Vendor at its cost and risk and shall be returned to the Company immediately upon completion, cancellation, or upon demand by the Company.

- 10.1. The design, drawings, data and other technical information furnished or disclosed to the Vendor whether developed by the Company or by any third party on behalf of the Company are the sole property of the company & the Vendor on no account shall part with such drawing to any third party without the written consent of the company. The Vendor shall treat such information as strictly confidential and shall not disclose, reproduce, or use it for any purpose other than the performance of this P.O., without the Company's prior written consent.
- 10.2. Any tooling, design, or intellectual property developed or created by the Vendor specifically for the Company under this P.O. shall automatically vest in and be deemed to be owned by the Company from the time of creation, irrespective of whether it is patented or registered. The Vendor hereby assigns all rights, title, and interest in such intellectual property to the Company without any additional consideration.
- 10.3. In case any tooling or equipment is supplied by the Vendor for the manufacture of parts for the Company, the Vendor shall ensure that such tooling conforms to the Company's specifications and quality standards, and any scrap or waste generated from such tooling shall be disposed of only with or in accordance to, the prior written consent of the Company.
11. **Quality Assurance:** The Vendor acknowledges the underlying principles of the Company's Quality Management System, which seeks to ensure that all products supplied to the Company meet or exceed the Company's specifications, applicable statutory requirements, and customer expectations in a manner which best conforms to the requirements. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with the customer's specific requirements. The Vendor shall implement and maintain a robust quality management system equivalent to or compliant with the Company's Quality Assurance standards and ensure that all materials, components, and processes used for manufacture or supply strictly conform to the technical, safety, and performance specifications set out in the Purchase Order, drawings, and quality documents issued by the Company. Vendor assures that the Products supplied under this P.O. shall conform to the quality specifications and Quality assurance manuals of the Company (Refer Quality manual & Link : <https://media.witzenmann.com/mediapool/documents/terms-and-conditions/quality-assurance-agreement.pdf>). where necessary, required declarations, certifications or other documentation shall be provided by the Vendor to this effect.
12. **Invoicing:** Invoice, GST e-way Bill (as applicable in India) or any other statutory documents as may be required under GST Law or any other law for the time being in force (if applicable to the Vendor's supply of Products), should be sent along with the Products at the time of delivery to the Company. The Invoice should contain this P.O. number and the Description of the Products shall be as mentioned in the P.O.. The Quantity and Price of the Products supplied shall not exceed the quantity and price mentioned in the P.O.. The payment of the invoices shall be made within the period mentioned under clause 5.8 of this GTC. Material shall be dispatched only along the original bill/invoice along with the P.O. Vendor shall issue a separate Invoice against each P.O. issued by the Company and no clubbing of products under different P.O. in single Invoice shall be accepted by the Company.

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13. Compliance under GST Act/Rules:

- 13.1. Vendors located in India and registered under GST Law, must immediately after delivery of the Products/Services upload the details of the tax invoice, debit note, credit note etc., which are raised on the Company, on the GST Portal, in such format and within the due dates as prescribed under the GST Law.
- 13.2. In case of any failures on the said compliance under GST Act/Rules by the Vendor, the Company shall be entitled to recover the losses or damages including but not limited to loss of GST Input Tax Credit, interest and penalties payable to the Government.
- 13.3. Vendor shall be responsible for complying with all applicable GST laws and provisions, including issuance of correct and compliant Tax invoices (E-invoices), as applicable to the Vendor.
- 13.4. In an event of denial of GST Input Tax Credit to the Company arising on account of any non-payment of taxes or non-compliance with the GST laws by the Vendor (if such GST law is applicable to such Vendor), the Company can either withhold such amounts (input tax credit along with interest and penalty arising from denial of credits) from the subsequent payments to the Vendor or independently recover the same from the Vendor till the input tax credit so denied is made available by necessary compliance under GST by the Vendor.
- 13.5. The Vendor shall be responsible for raising invoices as per the agreed schedule and such invoices should be free from errors. The submission of all desired Documents/Guarantee/Warranty Certificates/Material Test Certificates/ MSDS (Material Safety Data Sheet) / Installation Manual / Maintenance Manual / Indian Boilers Regulation (IBR) Test Certificates/Third Party Inspection Reports / Pressure Equipment Directive (PED) Certificates as applicable for the material supplied as per P.O. within time. Any delay in submission of documents shall be considered as delay in delivery. Liquidity damage shall be applicable as per P.O..
14. **Liquidated Damages:** If Vendor fails to supply the ordered items in the stipulated time then same may be procured from other sources for which if any differential cost incurred by the Company, then same will be recovered from Vendor. In addition, in the case of

delayed delivery by the Vendor, the Company shall be entitled to recover liquidated damages along with the applicable GST (if any) at the rate of 1% of the total P.O. value per week (7 (seven) calendar days) of delay, subject to a maximum of 10% of the total P.O. value, without prejudice to other remedies. The Vendor acknowledges and agrees that the amount stipulated as liquidated damages under this GTC/ PO represents a genuine and reasonable pre-estimate of the loss/damages likely to be suffered by the Company in the event of a breach. The parties confirm that such amount is fair and not by way of penalty, and shall be payable as reasonable compensation, without prejudice to the Company's other rights and remedies available under applicable laws.

15. **Warranty:** Unless agreed otherwise by the Company in writing, the Vendor warrants that all Products supplied shall be new, free from defects in design, material, and workmanship, and shall conform to the Company's specifications for a period of not less than 36 (thirty six) months from the date of acceptance by Company or commissioning at Company designated site, whichever is later ("Warranty Period"). In case of any defect arising during the warranty period, the Vendor shall, at its sole cost, repair, replace, or re-perform the Products within such time as stipulated by the Company. If the Vendor fails to do so, the Company may rectify or replace the same at the Vendor's cost and recover all related expenses along with the applicable GST (if any). The warranty shall extend to any repaired or replaced items for a fresh period of [36 (thirty six) months].

16. **Right to inspect:** The Company or its designated representative can inspect Products upon delivery, and/or at the Vendor Premises, before accepting them, at reasonable times. Acceptance by the Company does not preclude subsequent rejection if defects or non-conformities are later discovered. The Products may be inspected and/or tested by the Company at any time, place and stage of production or distribution, and if at Vendor's premises, Vendor, without additional charge, shall provide all reasonable facilities and assistance required for safe and convenient inspection and testing. The foregoing shall not relieve Vendor of its obligation to permit the Company full and adequate inspection and testing away from Vendor's premises.

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Defects identified during production, assembly, or field operation shall be treated as Vendor's failure, and valid cause for rejection of the Products by the Company, irrespective of prior quality control clearance. The Vendor shall bear all costs associated with rejection, including transportation, rework, line stoppage, and loss of production. The Company shall issue a debit note for rejected quantities. Where rejections exceed 2% of total quantity supplied under any P.O., the Company may impose additional penalties or recover all consequential losses in addition to product cost along with the applicable GST(if any).

17. Hazardous Materials:

- 17.1. A Vendor must provide necessary documentation upon request to verify the material composition and quantity of any hazardous substances in the products or any process related to the products.
- 17.2. Alternatively, the Vendor must provide necessary documentation upon request to verify that the products and/or any process related to the products do not contain any hazardous substances specified by the Company.
- 17.3. The supplier must observe the GADSL (Global Automotive Declarable Substance List). Deliveries of raw materials / parts made of stainless steel / stainless steel products must be free of radioactivity. Certificates of proof must be provided upon request.
- 17.4. Risks pertaining to transportation of hazardous materials as per applicable laws of the relevant territory it is being transported through shall be the Vendor's responsibility.

18. **Insurance:** The Vendor must maintain insurance policies in coverage amounts maintained by a prudent Vendor of Products similar to those provided hereunder, including professional errors and omissions liability insurance and comprehensive commercial general liability insurance. Upon request, the Vendor must provide the Company with proof of such insurance.

19. **Bank Guarantees:** At the option and sole discretion of the Company, the Vendor shall be required to provide an appropriate bank guarantee and/or performance guarantee to ensure the proper execution of its obligations as may be requested by the Company.

20. **Indemnities:** The Vendor shall indemnify, defend, and hold harmless the Company, its employees, directors and officers from and against any claims, losses, damages, expenses, legal fees, and all other liabilities brought against or incurred by the Company, its employees, directors and officers arising out of certain circumstances, including any actual or alleged defect in the Products, any claim that the Products infringe or violate the intellectual property rights of any person and any intentional, wrongful or negligent act or omission of the Vendor or subcontractors. Vendor's liability under this clause shall include full recovery of losses sustained by the Company due to supply of defective Products, downtime, rework, loss of production, or customer claims. Recovery shall not be limited to Product cost but shall extend to the entire economic loss suffered.

21. **Relationship of Parties:** The Company and Vendor are independent contractors. Nothing in this P.O. shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party.

22. **Change Orders:** The Company shall have the right by written notice to change the terms of this P.O., the drawings, specifications or other descriptions, the time, method or place of delivery or the method of shipment or packaging or to suspend delivery of the Products. Upon receipt of such notice, Vendor shall proceed promptly to make such changes. If any such change causes a change in the price or in the time required for performance, Vendor shall provide prompt notice to the Company of any such change and an equitable adjustment shall be negotiated promptly and this P.O. shall be modified in writing accordingly.

23. **Assignment and Subcontract:** Neither this P.O. nor any duty or right under this P.O. shall be delegated, assigned or subcontracted without the prior written consent of the Company. Any assignment not made in accordance with the terms and conditions of this P.O. is void and of no effect and the Company shall be within its right to reject the products so produced and delivered and/ or withhold payments.

24. **Notices & Communication:** All notices or other communications under the P.O. must be in English language only and in writing, and delivered in one of

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these four ways: (i) in person at the office of the Company/ Vendor during business hours (ii) sent by prepaid courier (iii) sent by registered post (iv) sent by email to the correct email address of the Authorized Person of the Company/ Vendor with a request for confirmation of receipt. Notices and communications are effective when actually delivered at the registered office address of the Company/ Vendor or the Company's/ Vendor's authorized Person(s)'s email.

25. **Confidentiality:** Vendor shall safeguard and keep confidential any and all Confidential Information including all scientific, technical, financial or business information, or trade secrets relating to the Company obtained by it or provided to it by the Company in connection with this P.O. and shall use such information only for the purposes of carrying out its obligations under this P.O. The Vendor shall not, without the Company's prior written consent, disclose, reproduce, copy, publish, or otherwise make available such information to any third party. The Vendor shall ensure that its employees, agents, and subcontractors are bound by confidentiality obligations no less stringent than those set out herein. All Confidential Information, including all copies thereof, shall remain the exclusive property of the Company and shall be returned or permanently deleted immediately upon completion, cancellation, or termination of this P.O. The Vendor's obligations under this Clause shall survive the expiry, cancellation, or termination of this P.O. for an indefinite period.

26. **Data Privacy:** If the Vendor receives personal data pursuant to this terms and condition, the Vendor shall only use it as strictly necessary for the performance of its obligations hereunder and in accordance with this terms and condition, along with all instructions of the Company in relation to any such personal data. The Vendor shall comply with the applicable laws governing data protection and privacy. The Vendor shall also promptly notify the Company in writing of any actual or suspected data breach or unauthorized disclosure. The Vendor shall not transfer or disclose such personal data to any third party, including any subcontractor or affiliate, without the Company's prior written approval. The Vendor shall indemnify and hold harmless the Company against any loss, damage, penalty, or claim arising from its breach of this Clause.

27. **Waiver:** No waiver of any provision of this GTC/P.O. shall be enforceable unless it is in writing and signed by the Company.

28. **Notice of Termination:** In case of cancellation by one party, notice must be given in writing with a notice period of 60 (sixty) days before the termination date. Notwithstanding the foregoing, the Company may terminate the P.O. forthwith upon issuance of written notice for breach of terms and conditions in a P.O. or this GTC and fails to remedy such breach within a reasonable cure period specified by the Company.

29. **Force majeure:** The Company shall not be, in any way, liable for non-performance either in whole or in part of the contract or for any delay in performance thereof in consequence of acts of God or acts of Government or lockout, break down or accidents or natural calamities or epidemic / pandemic situation or other accident of whatever nature at its end and for any other causes beyond company's control.

30. **Compliance with Law:** Each party shall comply with all applicable laws, including without limitation, government export control, privacy and data protection laws, environmental laws, labour laws and anti-bribery laws.

31. **Recovery of Charges:** The Vendor shall be held liable for any non-performance, non-supply of products, non-conformity with specific quality requirements or instructions, improper or inadequate packing, and non-compliance with applicable laws and regulations. In the event that the Company incurs any economic damages, losses, interest, or penalties due to such failures, the Vendor shall be responsible for reimbursing these amounts. The Vendor shall also be liable to compensate for any damages incurred by the Company as a result of disclosure of confidential information by the Vendor.

32. **Severability:** If any provision of this terms and condition is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

33. **Arbitration:** Any dispute arising out of or in connection with the P.O. shall be settled by a sole arbitrator mutually

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appointed by the Company and the Vendor in accordance with the Arbitration and Conciliation Act, 1996 of India. The arbitration proceedings shall be conducted in English and the seat of arbitration shall be Chennai, Tamil Nadu, India. The cost of arbitration shall be shared equally between the Company and Vendor unless decided otherwise by the arbitrator.

34. Governing Law & Jurisdiction: All disputes shall be governed as per the laws of India and subject to the exclusive jurisdiction of the court in Chennai, Tamil Nadu, India only.

35. Special Terms for International Supply: The following provisions shall apply in addition to, and not in substitution of, the other terms and conditions of this GTC and PO. In the event of any inconsistency between these provisions under clause 35 and the other terms of this GTC, these provisions shall prevail to the extent necessary to comply with applicable international laws, trade regulations, or cross-border requirements:

35.1. Export and Import Compliance:

The Vendor shall comply with all applicable export, import, customs, and foreign trade control laws and regulations of the country of origin, transit, and destination. The Vendor shall be solely responsible for obtaining, at its own cost and risk, any export or import licences, permits, or authorizations required for the supply of Products to the Company. The Vendor shall indemnify and hold harmless the Company against any penalties, delays, or losses arising from non-compliance with such laws.

35.2. Taxes and Duties:

Unless otherwise expressly agreed in writing, all prices shall be inclusive of all taxes, duties, levies, and charges payable in the Vendor's country. Any Indian taxes, including customs duties, GST, or withholding taxes, shall be borne as per Indian law. The Company shall be entitled to withhold tax (TDS) under applicable Indian law, and proof of such deduction shall constitute full discharge of the Company's payment obligation.

In case of International Vendors, the Company could require Vendors to provide certain documentation like the Form 10F, Tax Residency Certificate, No PE declaration and any other documents to determine if withholding tax was

applicable and the if applicable, the correct rate of withholding tax.

35.3. Currency and Payment:

All payments to international Vendors shall be made in the currency specified in the Purchase Order. The Vendor shall bear all bank charges, remittance fees, or exchange rate fluctuations arising from or in connection with payments made by the Company (if any).

35.4. Governing Language:

This P.O. and all related documents shall be executed and interpreted in the English language. In case of any conflict between translated versions, the English version shall prevail.

35.5. Compliance with Anti-Bribery and Sanctions Laws:

The Vendor shall comply with all applicable anti-corruption, anti-bribery, and sanctions laws of the respective parties. The Vendor shall not offer, give, or promise any payment, gift, or benefit to any person for the purpose of obtaining or retaining business with the Company. Any breach of this clause shall entitle the Company to terminate the P.O. immediately without any liability.

35.6. Compliance with International Standards:

The Vendor shall ensure that all Products, materials, and packaging supplied under this P.O. conform to internationally recognized quality, safety, and environmental standards.

35.7. Delivery Terms:

Unless otherwise agreed in writing, all international deliveries shall be on a Delivered at Place (DAP) basis as per INCOTERMS 2020 to the destination specified by the Company. Risk and title shall transfer to the Company only upon physical receipt, inspection, and written acceptance at the designated place of delivery.

35.8. Exchange Control Compliance:

All cross-border payments shall be subject to compliance with the Foreign Exchange Management Act, 1999 (FEMA), and the applicable rules and regulations prescribed by the Reserve Bank of India. The Vendor shall cooperate with the Company in providing such documents or

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declarations as may be required for remittance approval and reporting under Indian law.

- 35.9. The Vendor shall obtain and maintain, at its own cost and responsibility, all applicable licences, permits, consents, authorisations, and approvals required under the laws of the country of origin, transit, or destination for the manufacture, export, and supply of the Products to the Company. All costs and expenses associated with such licences or approvals shall be borne solely by the Vendor and shall not be charged to or recovered from the Company. The Vendor shall provide copies of such licences or approvals to the Company upon request.
- 35.10. The Vendor shall ensure accuracy and consistency of all shipping and export documentation, including commercial invoices, packing lists, airway bills, bills of lading, and certificates. Any delay, demurrage, penalty, or loss arising due to inaccurate, incomplete, or delayed documentation shall be to the Vendor's account.