

Tender for Export Ocean Freight for Haldia & JNPT

Dated: 17th October, 2019

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Last date of Submission: 21st October'2019

Pre-Bid Meeting: 22nd October'2019

Auction Date for Ex-Haldia:23rd October'2019 at 11:30 AM

Auction Date for Ex-JNPT:24th October'2019 at 11:30 AM

Notice Inviting Tender:

Date: 17th October, 2019

Sub: Tender for Export Ocean Freight for Haldia & JNPT

M/s Exide Industries Limited, invites eligible Freight Forwarder to submit their bids for the above captioned WORK (mentioned in sub), in accordance with tender documents enclosed, and as per the following guidelines:

1. Bidding Process:

Reverse Auction through Ariba (As per Bidding Rule)

2. Submission Process:

The Bids have to be submitted as per the below instructions.

Documents to be submitted (necessary format to be downloaded from Tender Link):

- a) Filled Tender Form- **Price-Bid**
- b) Signed & stamped copy **of the entire Term Sheet with all the annexures**
- c) Signed & stamped copy of the **E-bidding Terms & Conditions**
- d) **EMD for EIL**

All documents/bids/formats to be sent in hard copy through Registered / Speed Post / Courier / Hand Delivery.

In addition, soft copy of the same to be mandatorily sent in secured E-mail Id supplychain.offers@exide.co.in only, without sending any copy to any individual. **Price-Bid to be sent in excel format only.** Any Tender submitted through Fax / Telex / Telegram will not be accepted. EIL will not assume any responsibility for any delay, loss or non-receipt of Tender documents

For clarifications, if any, please contact :

Mail Id: supplychain.offers@exide.co.in

Telephone No. 9830574293

All the Offers submitted in response to this Notice Inviting Tender should be in accordance with the **Term Sheet**, attached herewith.

EIL reserves the right to accept or reject any or all of the bids received, at its absolute discretion, without assigning any reason whatsoever.

The above mentioned documents to be submitted in sealed envelope along with the EMD.

The above sealed envelope is to be super-scribed as **“Tender for Export Ocean Freight for Haldia & JNPT “ & to be addressed to : “General Manager - SCM” and at the following address:**

Exide Industries Limited

6A, Hatibagan Road

Entally, Padmapukur

Kolkata 700014

Telephone No. 03323023-724/728

i. Price-Bid

The soft copy of the Price Bid (in excel file only) to be sent through e-mail at [“supplychain.offers@exide.co.in”](mailto:supplychain.offers@exide.co.in) without sending any copy to any individual.

- a. All commercial proceedings shall be carried out w.r.t soft copy of the Price Bid. In case of non-receipt of soft copy for whatsoever reason, hard copy shall be used.
- b. Depending on the Commercial Response w.r.t EIL’s estimate, EIL shall decide whether to conduct Reverse Auction.
- c. In the event the bids received found unsatisfactory, EIL will have the discretion to pursue any other process deemed fit to finalise the contract

3. Last Date and Time of submission of Bid & EMD, along with all supporting documents: All the documents should reach us by **21st October,2019 by 3:00 PM**. Soft copy of price bid needs to be submitted by **21st October,2019 by 3.00PM** to the designated secured mail-Id [“supplychain.offers@exide.co.in”](mailto:supplychain.offers@exide.co.in) without sending any copy to any individual.

EIL FREIGHT FORWARDING / CHA (EXPORT) E-BIDDING **& CONTRACT SIGN OFF TERMS**

1. EIL **Monthly / Quarterly** bid is an elaborate process comprised of three main stages a) RFQ b) Reverse auction (e-bidding) c) face to face discussion. Vendors may be invited for either all the three stages or selected few.
2. EIL keeps the right reserved to select the vendors irrespective of their rank at any of the above mentioned stages keeping in view available competitive rate.
3. All other terms and conditions being met, EIL will award the business to the selected L-1 vendor. However, it is expressly stated that only being L1 will not guarantee business and award of the entire business or part thereof shall be solely under the discretion of Exide Industries Ltd and the decision taken by Exide Industries Ltd would be final and binding on all Suppliers.
4. EIL keeps the right to award the job to any of the participating vendors irrespective of their rank during bidding. Any vendor who has submitted a rate during the bidding process will be bound to honour the rate quoted even he is not found to be L1.
5. Vendors once quoting the rate at any of the above mentioned bidding stages and being approached for contract signing on any of the lanes where they have participated are bound to accept the proposal.
6. The volumes mentioned on the lanes are tentative and they are likely to change based on the actual requirement during contract period. EIL expects vendor to honour the contract and continue supplying the container throughout contract period.
7. All the vendors who provide the rate through RFQ need to participate for reverse auction mandatorily. If the vendor fails to participate in E-bidding event, then their RFQ rates will be considered as final rates quoted by them. These rates will be considered for probable contract finalization.
8. Accepting and implementing E-bidding result will be solely decided by EIL team. Vendors can be invited for discussion across the table irrespective of the rank.
9. The lanes are being offered to the Freight Forwarder / CHA on a non-exclusive basis and EIL has the right to appoint other Freight Forwarder / CHA in the same route at their discretion and cover business risk.

Exide Industries Limited

EXPORT FREIGHT EMD CLAUSE

Earnest Money Deposit: -

To participate in the online negotiations, interested and short-listed Freight Forwarder / CHA are requested to submit this RFQ along with **Earnest Money Deposit (EMD) (in NEFT format only) of INR 5.00 LACS.**

NEFT (Details stated below) :-

- 1. Beneficiary - Exide Industries Limited**
- 2. Bank Name – HDFC Bank Limited**
- 3. Bank Branch – Stephen House, Kolkata – 700001**
- 4. IFSC Code – HDFC0000008**
- 5. Account No – 00080110000028**

Job orders to selected Forwarders will be initiated on the basis of EMD deposit amount. This amount will also suffice the requirement of security deposit for the entire contract tenure. Further the amount can be refunded to the Forwarder if they want to discontinue with their service after completion of contract tenure subject to nil dispute.

The entire EMD amount will be forfeited, if any transporter resorts to the following activities during the entire event /activity.

- A) Inordinate delay in starting service and not providing Containers.
- B) Failing to honour the BID / RFQ rate provided during E-Auction event.
- C) Failing to adhere to the RFQ terms & conditions duly signed and accepted.

MULTI-MODAL TRANSPORT SERVICES AGREEMENT¹

This Transport Services Agreement (“**Agreement**”) is made on this [●] day of [●] 2019. The terms & conditions along with bidding rule and EMD clauses will be valid for complete one-year tenure from effective implementation date. However, the rates will be finalized through comprehensive bidding process which will be conducted quarterly / monthly specific to EIL units.

BETWEEN

1. **EXIDE INDUSTRIES LIMITED**, a company incorporated under the laws of India and having its registered office at Exide House 59E, Chowringhee Road, Kolkata 700020 (hereinafter referred to as “**EXIDE**” which, expression unless it is repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, representatives and permitted assigns);
2. [●], a [company] incorporated under the laws of [India], having its registered office at [●] (hereinafter referred to as the “**Service Provider**” which expression, unless it is repugnant to the context or meaning thereof, shall be deemed to mean and include its successors, representatives and permitted assigns);

Exide and the Service Provider are individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- A. Exide is *inter-alia* engaged in manufacture and sale of batteries in India and globally;
- B. The Service Provider is engaged in [providing multi-modal transportation services for goods and cargo to various entities]; and
- C. The Service Provider has represented that it has the required skills, resources, manpower and expertise to provide the Freight Forwarding / CHA Services (*defined below*) and is interested in providing such services to Exide, and Exide solely based and relying on the representations made by the Service Provider, is interested to avail the Freight Forwarding / CHA Services subject to the terms and conditions stipulated herein.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS AND MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

- 1.1. The Service Provider shall transport Exide's finished products/ batteries ("**Goods**") from Exide's factory situated at [●], Haldia / Chinchwad / Taloja to different international locations defined under specific INCOTERMS and SLA as mentioned in RFQ, as may be directed or requisitioned by Exide from time to time, in the manner detailed below ("**Freight Forwarding / CHA Services**"). The Freight Forwarding / CHA Services to be provided by the Service Provider shall comprise of multiple modes of transportation, specifically in-land road carriage and carriage by sea.

Stage	Activity Timeline
1	Container placement confirmation should be given within 72 Hours from the date of requisition / intimation by EIL (Exide)
2	Collection of Pre-shipment documents from EIL office and factory on the same day of placement
3	Forwarder should ensure that containers are properly labeled as per DG Cargo requirement before move out of factory
4	Provide Shipment Documents to EIL within 48 Hrs of Vessel Sailing
5	Pre-intimation for Cargo arrival to be provided to EIL & Consignee before arrival of Vessel
6	Clearance of consignment at destination port as per INCOTERMS within 2 days from vessel arrival.
7	Providing MIS as per standard format on weekly basis
8	Providing necessary Information on each stage

Documentation requirement:

Europe

GSP (Preferential COO issued by EIC wherever applicable)

Shipping bill

BOL

Packing List/Customs Signed Invoice/FORM-SDF

Other than Europe

COO (Non preferential COO-AFTA/SAFTA/ISFTA/IJCEA)

Shipping bill

BOL

Packing List/ Customs Signed Invoice/FORM-SDF

- 1.2. The Service Provider shall either directly or indirectly by engaging a contractor, load each consignment of Goods provided by Exide at its Haldia / Chinchwad / Taloja factory into Containers (either operated by the Service Provider or its contractor) and thereafter transport such consignment by road, from Exide's Haldia / Chinchwad / Taloja factory to the loading point at Haldia / Kolkata / JNPT port for dispatch by ship ("**Port of Loading**") or to CFS at Haldia / Kolkata / JNPT port for temporary storage, as may be instructed by Exide.
- 1.3. The Service Provider shall be responsible for the shipment of the Goods by sea **as per incoterms mentioned in RFQ** from the Port of Loading to the "**Port of Discharge**". The Service Provider may carry out such shipment using a ship/ vessel operated by it directly or procure the performance of the same by appointing a third-party carrier ("**Shipping Line**"). At the Port of Loading, the Service Provider shall load the Goods onto a ship, barge or any other seafaring vessel ("**Vessel**") operated by the Service Provider or a Shipping Line engaged by the Service Provider (as the case may be), for the purpose of carriage of the Goods by sea to the Port of Discharge. Each such contract of carriage between Exide and the Service Provider (if the Service Provider is a Vessel operating multi-modal transport operator) or between the Service Provider and the Shipping Line engaged by it, is to be evidenced by a bill of lading which shall *inter-alia* indicate the place of receipt of the Goods, the port of loading, port of discharge, name of consignor, name of consignee, name of the seafaring Vessel and particulars of the Goods (type, quantity and condition), to be issued by either the Service Provider or the Shipping Line, as the case may be.
- 1.4. Upon delivery of the Goods to the Port of Discharge, the Service Provider shall be responsible either directly or through an agent appointed by it ("**Consignee**"), for clearing the goods through customs, handing over the material to customer appointed agency, unloading the Goods onto its vehicles and transporting such Goods by road, from the Port of Discharge **to Exide's customer location as guided by INCOTERMS**.
- 1.5. Immediately on delivery of the Goods to the Consignee, the Service Provider must procure a signed receipt from the Consignee evidencing full receipt of the Goods in good order and condition, which must be provided to Exide along with the payment invoice. Payment will be made after 45 days of bill submission. Service providers are also liable to submit all necessary documents to export team as per requirement.
- 1.6. The Shipping and Transportation Services must be rendered by the Service Provider diligently, carefully and with all reasonable precautions to protect the Goods from rain, storm, dust, quality, deterioration, and damage.

- 1.7. In the event that the Container is not placed within the stipulated placement date, Exide shall have the right to take container from other Freight Forwarder/CHA and charge the Freight Forwarder/CHA with the differential freight charges. The Freight Forwarder/CHA shall be liable for such differential freight charges.

2. RATES AND PAYMENT

- 2.1. The rates payable by Exide to the Service Provider for the Freight Forwarding / CHA Services rendered by it will be as per agreed terms.
- 2.2. There will be no CFS dumping Charges over and above the quoted rates subject to prior approval taken from Exide.
- 2.3. Exide is entitled to raise queries on the invoices received from the Service Provider within thirty (30) calendar days from the date of receipt of such invoice. If Exide does not receive a satisfactory response to such query raised by it, Exide shall have the right to dispute the amount stated in the invoice. In such event, Exide must within thirty (30) working days after receipt of the Service Providers' response to its query, notify the Service Provider of the dispute and the reason for the dispute. Any invoices not disputed within this period shall be deemed to be accepted by Exide and payable by it to the Service Provider.
- 2.4. Payments of any disputed amount of an invoice will be withheld until settlement of the dispute but the undisputed amount of such invoice shall be paid by Exide to the Service Provider in accordance with Clause 2.2 of this Agreement.
- 2.5. The Service Provider's invoices will be addressed to the [registered office address] of Exide.

3. DETENTION & DAMURRAGE

- 3.1. Trailer detention charges will only be applicable if container is placed at Factory by 1st half of the day of reporting. Bills to show date & time of Entry and Exit from Factory.
- 3.2. Trailer detention within Factory only will be paid as per rate defined in the pricing annexure.
- 3.3. No Trailer Detention charges will be applicable at CFS in the event of container dumping due to any unforeseen reason.
- 3.4. Prior Approval to be taken from EIL for CFS/Buffer Area movement
- 3.5. Container Detention Free Period at Origin CFS/Buffer Area will be considered as per defined terms in pricing annexure. Detention Charges pertaining to containers at origin CFS/Buffer Area after Free Period will be as per actual against receipted documents.
- 3.6. Container Detention Charges at Port of Discharge will be considered after Free Period as defined in the pricing annexure sheet and it will be as per actual against receipted

documents.

- 3.7. Detention and Demurrage at destination will be guided by defined INCOTERM. Detention and Demurrage will not be considered for DAP shipments till the Cargo is delivered at Consignees Warehouse.

4. TERM AND TERMINATION

- 4.1. The term of the Agreement shall commence from [●] (“Effective Date”) and be valid till [●], unless terminated earlier as stated hereunder.
- 4.2. Exide may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the Service Provider.
- 4.3. Exide may terminate this Agreement by giving fifteen (15) days’ notice if Exide is not satisfied with the quality of Transportation Services rendered by the Service Provider, as per the sole discretion of Exide.
- 4.4. Exide may terminate this Agreement with immediate effect by giving written notice to the Service Provider if:
 - 4.4.1. The Service Provider materially breaches any provision of this Agreement, which is incapable of being remedied;
 - 4.4.2. The Service Provider materially breaches any provision of this Agreement, which is capable of being remedied and fails to remedy the breach within thirty (30) days of it receiving a notice requiring it to do so;
 - 4.4.3. The Service Provider is wound up or proceedings for its dissolution have been initiated whether voluntarily or due to an order of a tribunal or if it declared insolvent under the Insolvency and Bankruptcy Code, 2016;
 - 4.4.4. An insolvency professional has been appointed or an order of attachment before or after judgment has been passed against the Service Provider or a substantial portion of its assets have eroded or proceedings under Insolvency and Bankruptcy Code, 2016 have instituted against the Service Provider; or
 - 4.4.5. A Force Majeure Event (as defined in Clause 16.1 of this Agreement) continues for at least fifteen (15) calendar days.
- 4.5. Upon the expiration or termination of this Agreement for any reason, the Service Provider shall be entitled only to the consideration accrued to it for provision of the Transportation Services under the terms of this Agreement.

5. SERVICE PROVIDER'S OBLIGATIONS

- 5.1. The Service Provider shall collect and deliver each consignment of Goods within the transit time as communicated by Exide and immediately inform Exide of any delay in such collection and delivery or of any circumstances that may reasonably give rise to such delay.
- 5.2. The Service Provider shall be responsible for loading or unloading of the Goods from the place of receipt of the Goods at Exide's Haldia / Chinchwad / Talaja factory to their final delivery to Exide's customer location (As per Incoterms mention in RFQ), as the case may be. In this regard, the Service Provider shall ensure that its authorized representative is present at all loading points at the time of loading/ unloading of each consignment of Exide's Goods for verification of the condition of such Goods at each such instance of loading/ unloading. Upon release of the vehicle/ Vessel, the Service Provider will be fully responsible for the Goods lying in its own custody/ control or within the custody/ control of its contractors.
- 5.3. The Service Provider shall in the event of loss, damage, or mis-delivery of the Goods, immediately inform Exide of such occurrence and thereafter supply a detailed statement of its cause and circumstances, together with any further information that Exide may require. If any loss is or is suspected to be due to theft or pilferage, then in addition to the aforesaid, the Service Provider shall immediately inform the police and provide all the assistance required in tracing or recovering the consignment and apprehending the guilty persons.
- 5.4. In the event of an accident, the Service Provider shall immediately or at the earliest practicable, obtain and deliver to Exide, a detailed statement from the persons involved (employees of the Service Provider or employees of the contractor engaged by the Service Provider) along with a police report in respect of the accident along and accompanying documents relating to the consignment of the Goods involved in the accident.
- 5.5. The Service Provider shall ensure that the Service Provider shall not transport either goods or persons for or from any other person/ company/ body under any arrangement whatsoever, while transporting Exide's Goods.
- 5.6. The Service Provider shall make all provisions, and bear all costs, charges, etc., to ensure that the vehicles and Vessels required by and utilized by the Service Provider or its contractors for the purpose of the Transportation Services, are constantly maintained in an efficient, and satisfactory road-worthy/ sea-worthy condition, in good repair, including the payment of any statutory levies on the ownership, possession or usage of such vehicles/ Vessels. In this regard, the Service Provider further undertakes that all the maintenance and repair costs of the vehicles/ Vessels shall be borne by the Service Provider alone and no liability in this regard shall fall upon Exide. It is being fully

understood by the Service Provider that Exide shall not, in any manner whatsoever, be liable for any damage caused to or by the vehicles/ Vessels deployed hereunder, whether by way of usage or for any other reason.

- 5.7. The Service Provider shall ensure that all deployed vehicles/ Vessels are owned or registered or directly attached to the Service Provider or to the contractors engaged by it. The Service Provider shall not deploy vehicles/ Vessels which are outsourced from a third party provider. However, nothing contained in this Clause shall affect the right of the Service Provider to engage contractors for procuring the fulfilment of the Transportation Services as contemplated under this Agreement.
- 5.8. The Service Provider agrees that it shall have a designated team to handle or manage the situation in case of any accident. Such team shall report any such incident or accident to Exide immediately without any delay.
- 5.9. The Service Provider shall provide the Transportation Services to Exide on a best efforts basis in the event of any crisis such as bandh, strikes, etc.
- 5.10. The Service Provider hereby covenants that the vehicles and Vessels to be used for transportation of the Goods shall arrive at the exact times specified by Exide and further undertakes that any delay in the arrival/ availability of the such vehicles/ Vessels at their respective stops, or in the course of completion of the journey itself, shall be the sole and absolute responsibility of the Service Provider, and the Service Provider shall indemnify Exide against all loss or damage that may become incident upon Exide by virtue of such delay.
- 5.11. In the event of the occurrence of accident or death, whether or not covered under an insurance policy or any accident taking place when the vehicle(s)/ Vessel(s) have been deployed for provision of the Transportation Services, resulting in any loss of property or life, the Service Provider hereby assumes the entire responsibility and liability for the same, including the medical bills and compensation payable, if any, and hereby covenants to indemnify Exide fully for any claims, losses, damages or any proceedings including court proceedings resulting therefrom.
- 5.12. The Service Provider shall be liable for the safe and timely transportation of each consignment of Goods provided by Exide.
- 5.13. In the event of the vehicles/ Vessels being provided by the Service Provider or its contractors breaking down, or is not in a good condition as a result of which the vehicle/ Vessel cannot be used for a particular day/week etc., then the Service Provider shall ensure that such vehicle/ Vessel is replaced by an alternate vehicle/ Vessel with immediate effect and in such a manner that it does not affect the performance of the Transportation Services. It is hereby clarified that such alternate arrangement shall be made immediately without any loss of time or work for Exide and in case Exide suffers any losses due to the

fact that the Service Provider has not made immediate and suitable alternate transportation arrangements for uninterrupted provision of the Transportation Services, the Service Provider shall be liable to pay compensation to Exide, which in the reasonable opinion of Exide compensates for the losses sustained by it.

- 5.14. The Service Provider hereby covenants to keep all the vehicles and Vessels, whether operated by it directly or through its contractors, adequately staffed with competent and efficient drivers / crew members at all times.
- 5.15. The Service Provider hereby further covenants to allow Exide or any of its representatives or employees to inspect the vehicles or Vessels at any time to ensure their roadworthiness, seaworthiness and good condition.
- 5.16. The Service Provider hereby covenants that it and all its employees, officers, representatives, contractors etc. shall comply with all the covenants, representations, warranties made hereunder including all relevant laws, rules, procedures, etc. in regard to the possession, ownership and operating of motor vehicles and sea-faring Vessels at any given time during the subsistence of this Agreement. The Service Provider further agrees and undertakes to comply with all statutory obligations related to its employees including but not limited to social security benefits arising from legislations such as Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Employees' Compensation Act, 1923, Weekly Holidays Act, 1942, National Holidays Act, Child Labour (Prohibition and Regulation) Act, 1986, etc. The Service Provider further assumes hereby, complete responsibility and liability for any breach of any of the relevant provisions of laws/ rules/ regulations etc. by its employees, agents, representatives, etc. and undertakes to keep Exide fully indemnified from all costs and consequences of such breach.
- 5.17. The Service Provider on its own free will and accord agrees that a violation of any of the sub-clauses herein, shall cause loss and damage to Exide and shall entitle Exide to claim damages from the Service Provider for every single instance of such violation. This right shall be in addition to any other right that may accrue to Exide under any law, rule, guideline or practice in force.
- 5.18. The Service Provider shall conduct comprehensive background verification of the personnel engaged by it for provision of the Transportation Services. The Service Provider shall provide photocopies of such background verification (including police verification) report to Exide for its records within seven (7) days from the date of deployment of any such person for providing the Transportation Services.
- 5.19. The Service Provider further agrees and undertakes that all the drivers of the vehicles and the crew members of the Vessels shall be provided with mobile phones and the said mobile

numbers shall be notified to Exide to enable Exide to contact them whenever it is necessary.

- 5.20. The Service Provider further agrees and undertakes to provide Exide with a single point contact for all the communications between the Service Provider (including the contractor(s) appointed by it) and Exide.
- 5.21. The Service Provider further agrees and undertakes that it shall ensure that the vehicles or Vessels being deployed by the Service Provider or any of its contractors are in good working order and condition and are capable of transporting Exide's Goods.
- 5.22. The Service Provider further agrees and undertakes to provide additional vehicles or Vessels on need basis in event of a disaster/ Force Majeure Event for fulfilling its obligations relating to provision of the Transportation Services.
- 5.23. The Service Provider is required to share MIS on weekly basis as per standard format with Exide's Export & logistics team.
- 5.24. The Service Provider and its contractors shall act as a bailee of Exide's Goods and have no lien, general or particular on such Goods.
- 5.25. The Service Provider shall, at its sole cost and expense, procure and maintain all licenses and permits required by local, state or central authorities with respect to provision of the Transportation Services and shall comply with all applicable laws and regulations pertaining to the same.

6. EXIDE'S OBLIGATIONS

- 6.1. Exide shall be responsible for ensuring that each consignment of Goods is safe for transport and handling provided the same is dealt with by the Service Provider in accordance with all instructions given by Exide.
- 6.2. Exide is to ensure that the packaging of each consignment of Goods is in compliance with applicable law.

7. LIABILITY AND DAMAGES

- 6.1. The Service Provider shall be responsible and liable for any and all damage to Exide's Goods arising whilst in its custody and/or control (including when such Goods are in the custody and/or control of any contractors engaged by the Service Provider) where the same arises from either the Service Provider's or its contractor's negligent act or omission.
- 6.2. The Goods shall be deemed to have been entrusted to the Service Provider from the time

the Goods are loaded onto its own vehicle(s)/ Vessel(s) or that of its contractor(s), at the point of loading until such time as unloading of the Goods is commenced at the point of final delivery to the Consignee. For the avoidance of doubt, the Service Provider shall be responsible for all Goods after such Goods have been loaded into either its own vehicle(s)/ Vessel or that of its contractor(s).

- 6.3. During the transport of the Goods, the Service Provider and its contractor(s) will take proper care and precautions for the protection of such Goods, so that they may be delivered to Consignee in good condition.

7. WARRANTIES AND REPRESENTATIONS

- 7.1. The Service Provider hereby represents and warrants to Exide that:

7.1.1. The Service Provider is a validly incorporated company and has carried out the formalities required under the applicable laws;

7.1.2. The Service Provider has all powers and authority needed to enter into this Agreement and to perform its obligations under this Agreement;

7.1.3. The execution, delivery and performance by the Service Provider of this Agreement and the acts and transmission contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:

- i) any law to which it is subject;
- ii) any order, judgment or decree applicable to it;
- iii) any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound; or
- iv) its memorandum and articles of association.

7.1.4. The Service Provider is authorised to perform the Freight Forwarding / CHA Services covered by this Agreement and to carry out any formalities needed for each of the jurisdictions in which a formality is required;

7.1.5. The Service Provider holds all intellectual property rights needed to perform their obligations under this Agreement;

7.1.6. The Service Provider has obtained all permissions, licenses, authorizations and consents required under the Agreement to perform the Transportation Services

and shall maintain the same during the term of the Agreement, at its own expense;

7.1.7. The Service Provider is in compliance with all applicable laws; and

7.1.8. The Service Provider will inform Exide of any dispute that might have an adverse effect on the Service Provider's right to fulfil its obligations under this Agreement.

7.2. The Service Provider acknowledges and confirms to Exide that it has not and will not provide, promise or offer any illegitimate benefit to any person including any employee or officer of Exide in connection with the performance of obligations under this Agreement, or in order to have business from Exide pursuant to this Agreement. For avoidance of any doubt, illegitimate benefit means any benefit or advantage (whether in cash or kind) which is not legitimately due to the recipient, and includes any bribe or kickback.

7.3. In the case of any default or breach of the terms of this Agreement by the Service Provider, then without prejudice to other rights and remedies that Exide may have under this Agreement, the security amount shall be invoked and adjusted against Exide's claims, without recourse to the Service Provider. After the completion of a 3-month period from the date of expiry of this Agreement or upon its premature determination, without defaults or breach thereunder, the EMD amount shall be refunded/returned in full.

8. TAXES

8.1. Unless otherwise specified, the monthly charges/ fees payable by Exide to the Service Provider for the Transportation Services provided herein are exclusive of applicable Goods and Services Tax ("GST"), as required under the relevant legislation. Exide shall bear such taxes and cesses payable thereon upon receipt of the relevant invoice from the Service Provider.

8.2. The Service Provider shall issue a valid tax invoice in the format prescribed under the relevant legislation and annex such invoice to the invoice to be raised by the Service Provider for the Transportation Services rendered by it.

8.3. In the event of any mismatch in the data uploaded by the Service Provider on the GSTN portal or error in the invoice, the Service Provider shall rectify the same within two (2) days from the date of notification by Exide by accepting corrections and if required by issuing invoices as per the prescribed format, containing all the information as is required for Exide to avail refund or input tax credit.

8.4. If any amount of credit, refund or any other benefit is denied or delayed by the Government to Exide or any penalty or interest is imposed on Exide due to any non-

compliance by the Service Provider, including but not limited to failure to correctly upload details of supply on GSTN portal, failure to issue invoice within the specified timeline, failure to pay GST to the appropriate authority etc., the Service Provider shall be liable to reimburse the loss, penalty or interest which may be incurred by Exide on the aforesaid account. Exide is also entitled to withhold the subsequent payments to the Service Provider and adjust the amount against the amount payable to the Service Provider.

- 8.5. All payments shall be made to the Service Provider after withholding applicable taxes under the Income Tax Act, 1961, GST Act and/or any other statutory deductions as per applicable laws in force.
- 8.6. The Service Provider shall continuously maintain a high GST compliance rating score as per the GST Act.

9. CONFIDENTIALITY

- 9.1. **“Confidential Information”** shall mean and include, but is not restricted to all non-public information of either Party that is technical and commercial concerning business, books of record and account, data systems, software, services, any materials, trade secrets, know-how, formulae, processes, algorithms, ideas, strategies, inventions, data, network configurations, system architecture designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations, wages related information provided by the disclosing party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**) pursuant to this Agreement, or any other information which may come to the knowledge of the Receiving Party and is marked as Confidential Information. Confidential Information shall not include information which: (i) is or becomes a part of the public domain through no act or omission of the Receiving Party; (ii) was in the Receiving Party’s lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; (iii) is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) is independently developed by the Receiving Party without reference to the Confidential Information.
- 9.2. Each Party agrees to: (i) use the Confidential Information solely for the purpose of performing its obligations under this Agreement; (ii) not to disclose any Confidential Information of the Disclosing Party to any third party without prior written consent of the Disclosing Party; (iii) limit the dissemination of the Disclosing Party's Confidential Information to only those of the Receiving Party's officers, directors, agents, and employees who require access to such information to perform their functions in connection with the purpose for which the Confidential Information is disclosed and to the Receiving Party's group companies, attorneys and financial advisors on a strict ‘need to know’ basis; (iv) to ensure that each person or entity who is permitted to receive or

have access to the Confidential Information is bound by a confidentiality obligation consistent with this Agreement; (v) to exercise the same degree of care with respect to the Disclosing Party's Confidential Information as it uses for its own confidential information of like importance, but no less than reasonable care; and (vi) to return to the Disclosing Party, or destroy, Confidential Information of the Disclosing Party upon receipt of a written request therefor from the Disclosing Party without retaining any copy thereof.

- 9.3. Either Party shall have a right to disclose the Confidential Information to the legal / regulatory authorities pursuant to a binding court order or government regulation, provided that the Receiving Party delivers a copy of such order or action to the Disclosing Party prior to disclosing the Confidential Information to the legal/ regulatory authorities, except if the same is prohibited by law.
- 9.4. Either Party is not permitted to discuss the other Party's affairs with any member of the press and other news media without written authorization from the appropriate authorized representative of such other Party.
- 9.5. Each Party acknowledges and agrees that any breach of the confidentiality obligations set forth in this Clause shall cause the other party irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a breach, the Disclosing Party may seek injunctive or other equitable relief to enforce this Agreement in addition to any available legal remedies.
- 9.6. All Confidential Information disclosed by the Disclosing Party hereunder is provided "AS IS" and without warranty of any kind. All Confidential Information shall remain the property of the Disclosing Party. Nothing contained in this Clause or any disclosure pursuant to this Agreement shall be construed as granting any license or right under any intellectual property right, whether present or future.
- 9.7. This obligation to keep information confidential by both Parties shall survive for a period of five (5) years from the date of the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1. The Service Provider ("**Indemnifying Party**") shall defend, indemnify and hold harmless Exide and its officers, directors and employees ("**Indemnified Party**"), from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs and expenses of every nature (including attorney's fees and expenses) resulting from: (i) acts or omissions of the Service Provider, its officers, directors and employees in connection with the performance of the Service Provider's obligations under this Agreement; (ii) bodily injury, death of any person, or damage to property caused by Indemnifying Party;

(iii) infringement or violation of intellectual property rights of any third party by the Indemnifying Party; and (iv) fraud or fraudulent misrepresentation by the Indemnifying Party.

- 10.2. In the event of a third party claim, the Indemnified Party shall: (i) provide prompt written notice of any claim, demand or action for which such party is seeking or may seek indemnification hereunder and gives the Indemnifying Party the right to control the defense; (ii) reasonably cooperate with the Indemnifying Party and assist in the defense of the claim and in the negotiations or settlements of any such claim, demand or action; and (iii) allow the Indemnifying Party, at its own expense, to participate in such litigation, negotiations and settlements with counsel of its own choosing. However, the Indemnifying Party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing (whether in tort or otherwise) on the part of the Indemnified Party. Notwithstanding the foregoing, Indemnified Party's failure to so notify Indemnifying Party will not diminish Indemnifying Party's indemnity obligations hereunder except to the extent such delay prejudices Indemnifying Party's defense of such matter.

11. INSURANCE

- 11.1. EIL shall obtain an appropriate marine insurance policy for short delivery, non-delivery, theft, pilferage, transit damage, damage & breakage due to accident and hijack of EIL goods for an amount exceeding Rs. 10,000/- (Rupees Ten thousand only) or 0.5% of the consignment value whichever is higher. EIL shall alone be entitled to receive the value of all insurance claims.
- 11.2. In the event of short delivery, non-delivery, theft, pilferage, transit damage, damage and breakage due to accident and hijack of the vehicle/ Vessel carrying Exide's Goods, on account of which Exide will raise an insurance claim, the Service Provider shall issue a damage/short/non-delivery certificate, copy of F.I.R./ complaint to police, photographs and such other documents as may be required by Exide or the insurer/underwriter for filing a claim by Exide with the insurer/ underwriter within 15 days from the date of such event. All other documentation shall be completed by the Service Provider without any delay in order to ensure that insurance claims by Exide are not jeopardized in any manner.
- 11.3. Exide shall be entitled to deduct from the Service Provider's invoices, the amounts set out in Annexure B to this Agreement, in the event of insurance claims by Exide.
- 11.4. You shall be responsible for the following documentation in the event of insurance claims

Sl	Cause of Claim	Documents to be Furnished by the Transporters
1.	Short Delivery / Non Delivery / Theft / Pilferage for reasons other than accident	Shortage Certificate/Non Delivery Certificate, FIR / Police Report and Final Police Report in the event of major/total loss as instructed by the insurer. Report should be lodged within 24 hours of such event.
2.	Hijack	Non Delivery Certificate, FIR and Final Police Report
3.	Shortage/Theft/Pilferage/Total loss due to accident	Spot Survey to be conducted at spot, Shortage Certificate/Non Delivery Certificate, FIR and Final Police Report in the event of major/total loss as instructed by the insurer.
4.	Damage due to Accident	Spot Survey, Damage Certificate and General Diary

- 11.5. The Service Provider shall procure adequate insurance policies to cover any legal liability that may arise during the performance of its obligations under this Agreement.
- 11.6. The Service Provider shall and shall cause its contractor(s) to maintain the necessary comprehensive insurance coverage for all the vehicles and Vessels used for provision of the Transportation Services at all times during the subsistence of this Agreement, at its own cost, and shall provide documentary evidence of the same to Exide.

12. SUBCONTRACTING

- 12.1. The Service Provider may assign, transfer, or sub-contract its obligations under this Agreement and its performance or any benefit hereunder whether wholly or partly, to any person, firm, company, or otherwise, for ensuring the fulfilment of the Transportation Services, subject to providing 15 days' prior notification of such sub-contracting to Exide.
- 12.2. Notwithstanding the subcontracting or transfer made by the Service Provider in this regard, the Service Provider will remain wholly liable to Exide for all acts and omissions of any such contractor engaged by it, in accordance with the terms of this Agreement.

13. GOVERNING LAW AND ARBITRATION

- 13.1. This Agreement shall be governed and construed in accordance with the laws of India.
- 13.2. In the event any dispute or difference arises, in connection with the interpretation or implementation or validity or otherwise arising out of or in relation to the Agreement between the Parties, the Parties shall attempt in the first instance to resolve such dispute through friendly consultations. If the dispute is not resolved through friendly consultations within thirty (30) days from the date of commencement of discussions or such longer period as the Parties agree in writing, then either Party shall refer the dispute to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Such arbitration shall be conducted by a sole arbitrator to be appointed by Exide. The exclusive venue and seat for arbitration shall be Kolkata. The arbitration proceedings shall be conducted in the English language. The award of the arbitrators shall be final and conclusive and binding upon the Parties.
- 13.3. The courts of Kolkata shall have the exclusive jurisdiction for any litigation that may arise during the course of arbitration proceedings.

14. MISCELLANEOUS

- 14.1. **Force Majeure:** If the performance of any part of this Agreement by either Party, or of any obligation under this Agreement, is prevented, restricted, interfered with or delayed by reason of any cause beyond the reasonable control of the respective Party liable to perform and without the fault or negligence of such respective Party, unless conclusive evidence to the contrary is provided, the Party so affected shall, on giving written notice to the other party, be excused from such performance to the extent of such prevention, restriction, interference or delay, provided that the affected party shall use its reasonable best efforts to avoid or remove such causes of non-performance and shall continue performance with the utmost dispatch whenever such causes are removed. When such circumstances arise, the parties shall discuss what, if any, modification of the terms of this Agreement may be required in order to arrive at an equitable solution. “**Force Majeure Event**” includes but not limited to acts of God, acts of Government, fire, flood, war, riot, civil commotions, strikes, lockouts, epidemics, quarantine restrictions, freight embargoes, unusually severe weather and difficulties in the procurement of materials, parts and equipment from manufacturers.
- 14.2. **Entire Agreement:** This Agreement supersedes all prior representations, negotiations, and agreements concerning the subject matter hereof. Once signed, all exhibits between the parties shall be incorporated into this Agreement and shall be subject to the terms of this Agreement.
- 14.3. **Amendment:** This Agreement may not be amended except by a document in writing signed by both Parties.

- 14.4. **Severability:** Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision herein.
- 14.5. **Non-Exclusivity:** This arrangement is based on non-exclusivity; Exide is free to engage any service provider or consultant for similar services.
- 14.6. **No Waiver:** The failure of a party to insist upon the performance of any provision of this Agreement or to exercise any right or privilege granted hereunder shall not be construed as waiving such provision, and the provision shall continue in force.
- 14.7. **Survival:** The provisions of Clauses 10, 11 and 14 shall survive expiration or termination of this Agreement for any reason.
- 14.8. **Publicity:** Neither the Service Provider nor any of its agents / representatives shall use the name and/or trademark/logo of Exide in any sales or marketing publication or advertisement or in any manner, without prior written approval of Exide.
- 14.9. **Notices:** Any notice or notification in connection under this Agreement shall be in writing, delivered either by registered post acknowledgement due or speed post and any notice or other written communication pursuant hereto shall be addressed to Exide or the Service Provider at their respective addresses mentioned herein above or to such address as may be notified by the concerned party to the other party in accordance with the provisions of this clause.
- 14.10. **Independent Contractors:** The relationship between Exide and the Service Provider is solely that of an independent contractor and the relationship is on a principal-to-principal basis. Neither the Service Provider nor the Personnel(s) shall be deemed to be an employee, agent, and servant of One Identity and vice-versa.

IN WITNESS whereof the Parties hereto have set their hands at the place and on the day and year first above written.

For EXIDE INDUSTRIES LIMITED

Signature:

Name:

Designation:

Mr. [●]

For [●]

Signature:

Name:

Designation:

Mr. [●]

ANNEXURE – B
DEDUCTIONS FOR INSURANCE CLAIMS

Cause of Claim	Amount to be deducted from outstanding amount owed to the Service Provider (Rs.)
Hijack/Non delivery/Total loss	Entire value of the consignment
For all other cases	If the carrier (Service Provider or its contractor) furnishes all necessary documents and the same are verified by the insurer and surveyor to be correct and proper, only value of the affected Goods, less the value of salvage. However, if the carrier fails to furnish any or all necessary documents, then the entire value of the consignment is to be deducted.

Number	Customer	Name	Quantity	Cost should be included in Inland Haulage / Ocean Freight			Rate to be Quoted					Free Detention period at destination	Remarks, if Any
				IMO label fees	Lashing / Chocking Charges	Air bags	Inland Haulage Per Container (In USD)	Ocean Freight Per Container (In USD)	Lashing / Chocking Charges Per Container (In INR)	Air bags Per Container (In INR)	Detention charges, if applicable (Rate Per Day / Trailer in INR)		
1	ESPEX	EX HALDIA/KOLKATA TO SOUTHAMPTON,UK, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 32 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	18									7 Days	Please note that the shipment is upto Southampton. You have to quote for CFR Southampton only including all charges. There will be two separate Tab in auction 1) Considering Shipping line Maerskline & 2) Considering Shipping line without Maerskline
1.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
1.2		OCEAN FREIGHT											
2	ACL	EX HALDIA/KOLKATA TO BARCELONA,SPAIN, 20 FT- DDU INCLUDING CHA CHARGES AT DESTINATION - EXPRESS MODE, TRANSIT TIME PORT TO PORT 32 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	12									Free Detention Till the Cargo is delivered at Consignees Warehouse	As it is DDU shipment hence all charges should be included in the quoted rate. No extra charges will be given either by customer or by EIL. There will be two separate Tab in auction 1) Considering Shipping line Maerskline & 2) Considering Shipping line without Maerskline
2.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
2.2		OCEAN FREIGHT											
3	SMART SUPPLY	EX HALDIA/KOLKATA TO BANGKOK,THAILAND, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 15 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	10									14 Days	There will be two separate Tab in auction 1) Considering Shipping line Maerskline & 2) Considering Shipping line without Maerskline
3.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
3.2		OCEAN FREIGHT											
4	PT BATTERY & PT PRIMADAYA	EX HALDIA/KOLKATA TO JAKARTA, INDONESIA, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 15 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	8									14 Days	There will be two separate Tab in auction 1) Considering Shipping line Maerskline & 2) Considering Shipping line without Maerskline
4.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
4.2		OCEAN FREIGHT											
5	R & P	EX HALDIA/KOLKATA TO OSAKA, JAPAN, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 15 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	2									14 Days	
5.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
5.2		OCEAN FREIGHT											
6	CEBALOG	EX HALDIA/KOLKATA TO HAMBURG/GERMANY (CEBALOG), 20 FT- DDU INCLUDING CHA CHARGES AT DESTINATION - EXPRESS MODE, TRANSIT TIME PORT TO PORT 35 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	60									Free Detention Till the Cargo is delivered at Consignees Warehouse	There will be two separate Tab in auction 1) Considering Shipping line Maerskline & 2) Considering Shipping line without Maerskline
6.1		INLAND HAULAGE		Included	Included	Included			Not Required	Not Required			
6.2		OCEAN FREIGHT											
7	TRIATHLON	EX HALDIA/KOLKATA TO HAMBURG/GERMANY (TRIATHLON), 20 FT- DDU INCLUDING CHA CHARGES AT DESTINATION - EXPRESS MODE, TRANSIT TIME PORT TO PORT 35 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	60									Free Detention Till the Cargo is delivered at Consignees Warehouse	There will be two separate Tab in auction 1) Considering Shipping line Maerskline & 2) Considering Shipping line without Maerskline
7.1		INLAND HAULAGE		Included	Included	Included			Not Required	Not Required			
7.2		OCEAN FREIGHT											
8	BPS	EX HALDIA/KOLKATA TO JOHANNESBURG,SOUTH AFRICA, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 30 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	15									7 Days	Please note that the shipment is upto Johannesburg. You have to quote for CFR Johannesburg only including all charges.
8.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
8.2		OCEAN FREIGHT											
9	BPS	EX HALDIA/KOLKATA TO JOHANNESBURG,SOUTH AFRICA, 40 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 30 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	Please note that the shipment is upto Johannesburg. You have to quote for CFR Johannesburg only including all charges.
9.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
9.2		OCEAN FREIGHT											
10	UNIBAT	EX HALDIA/KOLKATA TO STAVENGER,NORWAY, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 30 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	4									7 Days	There will be two separate Tab in auction 1) Considering Shipping line Maerskline & 2) Considering Shipping line without Maerskline
10.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
10.2		OCEAN FREIGHT											
11	MOROOJ ALRAWIBI	EX HALDIA/KOLKATA TO UMM QSR/IRAQ, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 20 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	2									7 Days	
11.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
11.2		OCEAN FREIGHT											
12	INDUSTRIAL BATTERY	EX HALDIA/KOLKATA TO TORONTO/CANADA, 20 FT-DDP-EXPRESS MODE, TRANSIT TIME PORT TO PORT 45 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	6									7 Days	
12.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
12.2		OCEAN FREIGHT											
13	CPS	EX HALDIA/KOLKATA TO SYDNEY, AUSTRALIA, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 22 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	6									7 Days	
13.1		INLAND HAULAGE		Included	Included	Not Applicable			Not Required				
13.2		OCEAN FREIGHT											
14	CPS	EX HALDIA/KOLKATA TO MELBOURNE, AUSTRALIA, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 22 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	6									7 Days	
14.1		INLAND HAULAGE		Included	Included	Not Applicable			Not Required				
14.2		OCEAN FREIGHT											
15	CPS	EX HALDIA/KOLKATA TO PERTH, AUSTRALIA, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 22 DAYS,(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
15.1		INLAND HAULAGE		Included	Included	Not Applicable			Not Required				
15.2		OCEAN FREIGHT											

Number	Customer	Name	Quantity	Cost should be included in Inland Haulage / Ocean Freight			Rate to be Quoted					Free Detention period at destination	Remarks, if Any
				IMO label fees	Lashing / Chocking Charges	Air bags	Inland Haulage Per Container (In USD)	Ocean Freight Per Container (In USD)	Lashing / Chocking Charges Per Container (In INR)	Air bags Per Container (In INR)	Detention charges, if applicable (Rate Per Day / Trailer in INR)		
16	CPS	EX HALDIA/KOLKATA TO BRISBANE, AUSTRALIA, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 22 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
16.1		INLAND HAULAGE		Included	Included	Not Applicable			Not Required				
16.2		OCEAN FREIGHT											
17	UNIBAT	EX HALDIA/KOLKATA TO THESSALONIKI, GREECE, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 20 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	9									7 Days	There will be two separate Tab in auction 1) Considering Shipping line Maerskline & 2) Considering Shipping line without Maerskline
17.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
17.2		OCEAN FREIGHT											
18	DHABASHI ENGINEERING	EX HALDIA/KOLKATA TO JEBEL ALI, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 20 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	3									7 Days	
18.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
18.2		OCEAN FREIGHT											
19	DIRECT ENERGY	EX HALDIA/KOLKATA TO ABDUL AZIZ PORT/DAMMAM, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 21 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
19.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
19.2		OCEAN FREIGHT											
20	ABDUL HADI	EX HALDIA/KOLKATA TO SHUWAIKH,KUWAIT, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 30 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
20.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
20.2		OCEAN FREIGHT											
21	Alcat	EX HALDIA/KOLKATA TO HAMAD/DOHA, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 30 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
21.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
21.2		OCEAN FREIGHT											
22	Data Plex	EX HALDIA/KOLKATA TO BUENOS AIRES, ARGENTINA, 40 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 50 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
22.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
22.2		OCEAN FREIGHT											
23	Abdo	EX HALDIA/KOLKATA TO ADEN PORT, YEMEN, 20 FT NON HAZ -CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 55 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	Non Haz Cargo
23.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
23.2		OCEAN FREIGHT											
24	ZUBAIR ELECTRIC	EX HALDIA/KOLKATA TO SOHAR PORT/OMAN, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 23 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
24.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
24.2		OCEAN FREIGHT											
25	IBN ZAID/SKY INTERNATIONAL / REDHA SHAMMAKH	EX HALDIA/KOLKATA TO SALALAH/OMAN, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 23 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
25.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
25.2		OCEAN FREIGHT											
26	TECHNOPOWER / SHANSAB / HADAD	EX HALDIA/KOLKATA TO BEIRUT/LEBANON, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 20 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	3									7 Days	
26.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
26.2		OCEAN FREIGHT											
27	HITECH ROYAL	EX HALDIA/KOLKATA TO KEELANG/TAIWAN, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 15 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	2									7 Days	
27.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
27.2		OCEAN FREIGHT											
28	CHADHA POWER	EX HALDIA/KOLKATA TO DURBAN, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 20 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
28.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
28.2		OCEAN FREIGHT											
29	MULTICHEM	EX HALDIA/KOLKATA TO APAPA PORT / NIGERIA, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 20 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	2									7 Days	
29.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
29.2		OCEAN FREIGHT											
30	BATAKAR GENERAL TRADING	EX HALDIA/KOLKATA TO KHALID PORT / SHARJAH - UAE, 20 FT-CFR-EXPRESS MODE, TRANSIT TIME PORT TO PORT 20 DAYS.(MAXIMUM 1 TRANSSHIPMENT ALLOWED)	1									7 Days	
30.1		INLAND HAULAGE		Included	Not Applicable	Not Applicable							
30.2		OCEAN FREIGHT											

Destination Port Details for Haldia							
Customer	Origin Port	Destination Port	INCO Terms	Delivery Address	Expected Transit Days	Container Size	Remarks
ESPEX	HALDIA/KOLKATA	SOUTHAMPTON,UK	CFR	NA	32	20FT	Maerskline Not Allowed
ACL	HALDIA/KOLKATA	BARCELONA,SPAIN	DDU	POD. IND. VACAMORTA, COLUNGO, 5, 22300 BARBASTRO, HUESCA, SPAIN,PH- +34 974 60 90 01	32	20FT	Maerskline Not Allowed
SMART SUPPLY	HALDIA/KOLKATA	BANGKOK,THAILAND	CFR	NA	15	20FT	
PT BATTERY / PT PRIMADAYA	HALDIA/KOLKATA	JAKARTA, INDONESIA	CFR	NA	15	20FT	
R & P	HALDIA/KOLKATA	OSAKA, JAPAN	CFR	NA	15	20FT	
CEBALOG	HALDIA/KOLKATA	HAMBURG/GERMANY	DDU	DinkelDAS LAGERHAUSGEWERBEGEBIET Ost 15 DD-92353 Postbauer-HenG	35	20FT	Maerskline Not Allowed
TRIATHLON	HALDIA/KOLKATA	HAMBURG/GERMANY	DDU	GmbH, SIEMENSSTRABE 108371 ,GLAUCHAU ,GERMANY	35	20FT	Maerskline Not Allowed
INDUSTRIAL BATTERY	HALDIA/KOLKATA	TORENTA/CANADA	DDP	Industrial Batteries & Accessories 7171 Torbram Road Unit # 29 Mississauga Ontario L6T3W4 Phone : 905-965-4288	45	20FT	
BPS	HALDIA/KOLKATA	JOHANNESBURG,SOUTH AFRICA	CFR	NA	30	20FT	
BPS	HALDIA/KOLKATA	JOHANNESBURG,SOUTH AFRICA	CFR	NA	30	40FT	
UNIBAT	HALDIA/KOLKATA	STAVENGER,NORWAY	CFR	NA	30	20FT	Maerskline Not Allowed
MOROOJ ALRAWIBI	HALDIA/KOLKATA	UMM QSR/IRAQ	CFR	NA	20	20FT	
CPS	HALDIA/KOLKATA	Sydney, Australia	CFR	NA	22	20FT	
CPS	HALDIA/KOLKATA	Melbourne , Australia	CFR	NA	22	20FT	
CPS	HALDIA/KOLKATA	Perth , Australia	CFR	NA	22	20FT	
UNIBAT	HALDIA/KOLKATA	THESSALONIKI, GREECE	CFR	NA	20	20FT	Maerskline Not Allowed
DHABASHI ENGINEERING	HALDIA/KOLKATA	JEBEL ALI	CFR	NA	20	20FT	
DIRECT ENERGY	HALDIA/KOLKATA	ABDUL AZIZ PORT/DAMMAM	CFR	NA	21	20FT	
ABDUL HADI	HALDIA/KOLKATA	SHUWAIKH,KUWAIT	CFR	NA	30	20FT	
Alcat	HALDIA/KOLKATA	HAMAD/DOHA	CFR	NA	30	20FT	
Data Plex	HALDIA/KOLKATA	BUENOS AIRES, Argentina	CFR	NA	50	40FT	
Abdo	HALDIA/KOLKATA	Aden Port , Yemen	CFR	NA	55	20FT	Non Haz Cargo
ZUBAIR ELECTRIC	HALDIA/KOLKATA	SOHAR PORT/Oman	CFR	NA	23	20FT	
IBN ZAID/SKY INTERNATIONAL / REDHA SHAMMAKH	HALDIA/KOLKATA	Salalah/Oman	CFR	NA	23	20FT	
TECHNOPOWER/SHANSAB/HADAD	HALDIA/KOLKATA	BERUIT/LEBANON	CFR	NA	20	20FT	
CHADHA POWER	HALDIA/KOLKATA	DURBAN	CFR	NA	20	20FT	
HITECH ROYAL	HALDIA/KOLKATA	KEELANG/TAIWAN	CFR	NA	15	20FT	



MATERIAL SAFETY DATA SHEET

I. PRODUCT IDENTIFICATION				
Chemical Trade Name (as used on label): Lead Acid Battery		Chemical Family/Classification: Electric Storage Battery		
Manufacturer's Name/Address: Exide Industries Limited, Exide House, 59E, Chowringhee Road, Kolkata: 700 020				
II. HAZARDOUS INGREDIENTS/IDENTIFY INFORMATION				
		Air Exposure Limits (ug/m ³)		
Components	Approximate % by Wt. Or Vol.	OSHA	ACGIH	NIOSH
Inorganic Lead Compound: Lead Antimony Arsenic Calcium Tin	60 2 0.2 0.2 0.2	50 500 10 -- 2000	150 500 200 -- 2000	100 -- -- -- --
Electrolyte (Sulfuric Acid)	10-30	1000	1000	1000
Case Material: Polypropylene Polystyrene Styrene Acrylonitrile Acrylonitrile Butadiene Styrene Styrene Butadiene Polyvinylchloride Polycarbonate, Hard Rubber, Polyethylene	5-10	N/A	N/A	N/A
Other: Silicon Dioxide (Gel batteries only) Sheet Molding Compound (Glass reinforced polyester)	20-40	N/A N/A	N/A N/A	N/A N/A
Inorganic lead and electrolyte (sulfuric acid) are the primary components of every battery manufactured by Exide Industries Limited. Other ingredients may be present dependent upon battery type. Contact your Exide representative for additional information.				
III. PHYSICAL DATA				
Electrolyte:				
Boiling Point:	203 -240° F	Specific Gravity (H₂O = 1):	1.215 to 1.350	
Melting Point:	N/A	Vapor Pressure (mm Hg):	10	
Solubility in Water:	100%	Vapor Density (AIR = 1):	Greater than 1	
Evaporation Rate: (Butyl Acetate = 1)	Less than 1	% Volatile by Weight:	N/A	
Appearance and Odor:	Manufactured article; no apparent odor. Electrolyte is a clear liquid with a sharp, penetrating, pungent odor.			
IV. FIRE AND EXPLOSION HAZARD DATA				
Flash Point: N/A	Flammable Limits: LEL = 4.1% (Hydrogen Gas) UEL = 74.2%			
Extinguishing Media: CO ₂ ; foam; dry chemical				
Special Fire Fighting Procedures: If batteries are on charge, shut off power. Use positive pressure, self-contained breathing apparatus. Water applied to electrolyte generates heat and causes it to spatter. Wear acid-resistant clothing.				
Unusual Fire and Explosion Hazards: Highly flammable hydrogen gas is generated during charging and operation of batteries. To avoid risk of fire or explosion, keep sparks or other sources of ignition away from batteries. Do not allow metallic materials to simultaneously contact negative and positive terminals of cells and batteries. Follow manufacturer's instructions for installation and service.				
V. REACTIVITY DATA				
Stability: Stable				
Conditions To Avoid: Prolonged overcharge; sources of ignition				
Incompatibility: (Materials to avoid) <u>Sulfuric Acid:</u> Contact with combustibles and organic materials may cause fire and explosion. Also reacts violently with strong reducing agents, metals, sulfur trioxide gas, strong oxidizers and water. Contact with metals may produce toxic sulfur dioxide fumes and may release flammable hydrogen gas. <u>Lead Compounds:</u> Avoid contact with strong acids, bases, halides, halogenates, potassium nitrate, permanganate, peroxides, nascent hydrogen and reducing agents.				
Hazardous Decomposition Products: Sulfuric Acid: Sulfur trioxide, carbon monoxide, sulfuric acid mist, sulfur dioxide, and hydrogen. Lead Compounds: High temperatures likely to produce toxic metal fume, vapor, or dust; contact with strong acid or base or presence of nascent hydrogen may generate highly toxic arsine gas.				



MATERIAL SAFETY DATA SHEET

VI. HEALTH HAZARD DATA	
Routes of Entry:	<p><u>Sulfuric Acid:</u> Harmful by all routes of entry.</p> <p><u>Lead Compounds:</u> Hazardous exposure can occur only when product is heated, oxidized or otherwise processed or damaged to create dust, vapor or fume.</p>
Inhalation:	<p><u>Sulfuric Acid:</u> Breathing of sulfuric acid vapors or mists may cause severe respiratory irritation.</p> <p><u>Lead Compounds:</u> Inhalation of lead dust or fumes may cause irritation of upper respiratory tract and lungs.</p>
Ingestion:	<p><u>Sulfuric Acid:</u> May cause severe irritation of mouth, throat, esophagus and stomach.</p> <p><u>Lead Compounds:</u> Acute ingestion may cause abdominal pain, nausea, vomiting, diarrhea and severe cramping. This may lead rapidly to systemic toxicity and must be treated by a physician.</p>
Skin Contact:	<p><u>Sulfuric Acid:</u> Severe irritation, burns and ulceration.</p> <p><u>Lead Compounds:</u> Not absorbed through the skin.</p>
Eye Contact:	<p><u>Sulfuric Acid:</u> Severe irritation, burns, cornea damage, and blindness.</p> <p><u>Lead Compounds:</u> May cause eye irritation.</p>
Effects of Overexposure -Acute:	<p><u>Sulfuric Acid:</u> Severe skin irritation, damage to cornea, upper respiratory irritation.</p> <p><u>Lead Compounds:</u> Symptoms of toxicity include headache, fatigue, abdominal pain, loss of appetite, muscular aches and weakness, sleep disturbances and irritability.</p>
Effects of Overexposure -Chronic:	<p><u>Sulfuric Acid:</u> Possible erosion of tooth enamel, inflammation of nose, throat and bronchial tubes.</p> <p><u>Lead Compounds:</u> Anemia; neuropathy, particularly of the motor nerves, with wrist drop; kidney damage; reproductive changes in males and females.</p>
Carcinogenicity:	<p><u>Sulfuric Acid:</u> The International Agency for Research on Cancer (IARC) has classified "strong inorganic acid mist containing sulfuric acid" as a Category I carcinogen, a substance that is carcinogenic to humans. This classification does not apply to liquid forms of sulfuric acid or sulfuric acid solutions contained within a battery. Inorganic acid mist (sulfuric acid mist) is not generated under normal use of this product. Misuse of the product, such as overcharging, may result in the generation of sulfuric acid mist.</p> <p><u>Lead Compounds:</u> Lead is listed as a 2B carcinogen, likely in animals at extreme doses. Proof of carcinogenicity in humans is lacking at present.</p> <p><u>Arsenic:</u> Listed by National Toxicology Program (NTP), International Agency for Research on Cancer (IARC), OSHA and NIOSH as a carcinogen only after prolonged exposure at high levels.</p>
Medical Conditions Generally Aggravated by Exposure:	<p>Overexposure to sulfuric acid mist may cause lung damage and aggravate pulmonary conditions. Contact of sulfuric acid with skin may aggravate diseases such as eczema and contact dermatitis. Lead and its compounds can aggravate some forms of kidney, liver and neurologic diseases.</p>
EMERGENCY AND FIRST AID PROCEDURES:	
Inhalation:	<p><u>Sulfuric Acid:</u> Remove to fresh air immediately. If breathing is difficult, give oxygen.</p> <p><u>Lead:</u> Remove from exposure, gargle, wash nose and lips; consult physician.</p>
Ingestion:	<p><u>Sulfuric Acid:</u> Give large quantities of water; do not induce vomiting; consult physician.</p> <p><u>Lead:</u> Consult physician immediately.</p>
Skin:	<p><u>Sulfuric Acid:</u> Flush with large amounts of water for at least 15 minutes; remove contaminated clothing completely, including shoes.</p> <p><u>Lead:</u> Wash immediately with soap and water.</p>
Eyes:	<p><u>Sulfuric Acid and Lead:</u> Flush immediately with large amounts of water for at least 15 minutes; consult physician.</p>
Proposition 65:	<p>Warning: Battery posts, terminals and related accessories contain lead and lead compounds, chemicals known to the State of California to cause cancer and reproductive harm. Batteries also contain other chemicals known to the State of California to cause cancer. Wash hands after handling.</p>
VII. PRECAUTIONS FOR SAFE HANDLING AND USE	
Spill or Leak Procedures:	<p>Stop flow of material, contain/absorb small spills with dry sand, earth, and vermiculite. Do not use combustible materials. If possible, carefully neutralize spilled electrolyte with soda ash, sodium bicarbonate, lime, etc. Wear acid-resistant clothing, boots, gloves, and face shield. Do not allow discharge of unneutralized acid to sewer.</p>
Waste Disposal Methods:	<p><u>Spent batteries:</u> Send to secondary lead smelter for recycling. Place neutralized slurry into sealed containers and handle as applicable with state and federal regulations. Large water-diluted spills, after neutralization and testing, should be managed in accordance with approved local, state and federal requirements. Consult state environmental agency and/or federal EPA.</p>



MATERIAL SAFETY DATA SHEET

VII. PRECAUTIONS FOR SAFE HANDLING AND USE (Cont.)

Handling and Storage:

Store batteries in cool, dry, well-ventilated areas with impervious surfaces and adequate containment in the event of spills. Batteries should also be stored under roof for protection against adverse weather conditions. Separate from incompatible materials. Store and handle only in areas with adequate water supply and spill control. Avoid damage to containers. Keep away from fire, sparks and heat.

Precautionary Labeling:

POISON -CAUSES SEVERE BURNS

DANGER -CONTAINS SULFURIC ACID

VIII. CONTROL MEASURES

Engineering Controls:

Store and handle in well-ventilated area. If mechanical ventilation is used, components must be acid-resistant.

Work Practices:

Handle batteries cautiously to avoid spills. Make certain vent caps are on securely. Avoid contact with internal components. Wear protective clothing when filling or handling batteries.

Respiratory Protection:

None required under normal conditions. When concentrations of sulfuric acid mist are known to exceed the PEL, use NIOSH or MSHA-approved respiratory protection.

Protective Gloves:

Rubber or plastic acid-resistant gloves with elbow-length gauntlet.

Eye Protection:

Chemical goggles or face shield.

Other Protection:

Acid-resistant apron. Under severe exposure emergency conditions, wear acid-resistant clothing and boots.

Emergency Flushing:

In areas where sulfuric acid is handled in concentrations greater than 1%, emergency eyewash stations and showers should be provided, with unlimited water supply.

IX. OTHER REGULATORY INFORMATION

NFPA Hazard Rating for Sulfuric Acid:

Flammability (Red) = 0

Health (Blue) = 3

Reactivity (Yellow) = 2

Sulfuric acid is water-reactive if concentrated.

IATA:

The international transportation of wet and moist charged (moist active) batteries is regulated by the International Air Transport Association (IATA). These regulations also classify these types of batteries as a hazardous material. The batteries must be packed according to IATA Packing Instruction 800.

The shipping information is as follows:

Proper Shipping Name: Batteries, wet, filled with acid

Hazardous Class: 8

UN Identification: UN2794

Packing Group: III

Label/Placard Required: Corrosive

Some Exide batteries have been tested and meet the non-spillable criteria listed in IATA Packing Instruction 806. Non-spillable batteries must be packed according to IATA Packing Instruction 806.

The shipping information for non-spillable batteries is as follows:

Proper Shipping Name: Batteries, wet, non-spillable

Hazardous Class: 8

UN Identification: UN2800

Packing Group: III

Label/Placard Required: Corrosive

In addition, some Exide non-spillable batteries have been tested and meet the non-regulated criteria listed in IATA special provision A67. These batteries are exempted from all IATA regulations provided that the batteries' terminals are protected against short circuits. Contact your Exide representative for additional information regarding the classification of batteries.



MATERIAL SAFETY DATA SHEET

IX. OTHER REGULATORY INFORMATION (Cont.)

IMDG:

The international transportation of wet and moist charged (moist active) batteries is regulated by the International Maritime Dangerous Goods code (IMDG). These regulations also classify these types of batteries as hazardous material. The batteries must be packed according to IMDG code pages 8120 and 8121.

The shipping information is as follows:

Proper Shipping Name: Batteries, wet, filled with acid
Hazardous Class: 8
UN Identification: UN2794

Packing Group: III
Label/Placard Required: Corrosive

Some Exide batteries have been tested and meet the non-spillable criteria listed on page 8121. Non-spillable batteries must be packed according to IMDG page 8121.

The shipping information for non-spillable batteries is as follows:

Proper Shipping Name: Batteries, wet, non-spillable
Hazardous Class: 8
UN Identification: UN2800

Packing Group: III
Label/Placard Required: Corrosive

In addition, some Exide non-spillable batteries have been tested and meet the non-regulated criteria listed in the IMDG code page, 8121. These batteries are excepted from all IMDG code provided that the batteries' terminals are protected against short circuits. Contact your Exide representative for additional information regarding the classification of batteries.

RCRA:

Spent lead-acid batteries are not regulated as hazardous waste by the EPA when recycled, however state and international regulations may vary.

CERCLA (Superfund) and EPCRA:

(a) Reportable Quantity (RQ) for spilled 100% sulfuric acid under CERCLA (Superfund) and EPCRA (Emergency Planning Community Right to Know Act) is 1,000 lbs. State and local reportable quantities for spilled sulfuric acid may vary.

(b) Sulfuric acid is a listed "Extremely Hazardous Substance" under EPCRA, with a Threshold Planning Quantity (TPQ) of 1,000 lbs.

(c) EPCRA Section 302 notification is required if 1,000 lbs. or more of sulfuric acid is present at one site. The quantity of sulfuric acid will vary by battery type. Contact your Exide representative for additional information.

(d) EPCRA Section 312 Tier 2 reporting is required for batteries if sulfuric acid is present in quantities of 500 lbs. or more and/or if lead is present in quantities of 10,000 lbs. or more.

(e) Supplier Notification: This product contains toxic chemicals, which may be reportable under EPCRA Section 313 Toxic Chemical Release Inventory (Form R) requirements.

If you are a manufacturing facility under SIC codes 20 through 39, the following information is provided to enable you to complete the required reports:

Toxic Chemical	Approximate % by Wt.
Lead	60
Sulfuric Acid	10 -30
* Antimony	2
* Arsenic	0.2

If you distribute this product to other manufacturers in SIC Codes 20 through 39, this information must be provided with the first shipment of each calendar year.

The Section 313 supplier notification requirement does not apply to batteries, which are "consumer products".

* Not present in all battery types. Contact your Exide representative for additional information.

TSCA:

Ingredients in Exide' batteries are listed in the TSCA Registry as follows:

Components	TSCA Status Listed
Electrolyte: Sulfuric Acid (H ₂ SO ₄)	Listed
<u>Inorganic Lead Compound:</u>	
Lead (Pb)	Listed
Lead Oxide (PbO)	Listed
Lead Sulfate (PbSO ₄)	Listed
Antimony (Sb)	Listed
Arsenic (As)	Listed
Calcium (Ca)	Listed
Tin (Sn)	Listed

CAA:

Exide supports preventative actions concerning ozone depletion in the atmosphere due to emissions of CFC's and other ozone depleting chemicals (ODC's), defined by the USEPA as Class I substances. Pursuant to Section 611 of the Clean Air Act Amendments (CAAA) of 1990, finalized on January 19, 1993, Exide established a policy to eliminate the use of Class I ODC's prior to the May 15, 1993 deadline.

Origin	Destination	No of Containers	Containers Size	Incoterms	Inland Haulage (In USD) - Components as per Annexure 1	Ocean Freight (In USD)	Demurrage free period at destination port	Lead Time (Ocean-Port to Port)	Carrier Name	Vessel Frequency
JNPT	Jebel Ali	15	20 FT	CFR / CIF						
JNPT	Jabel Ali	-	40 FT	CFR / CIF						
JNPT	Oman	1	20 FT	CFR / CIF						
JNPT	Bahrain	5	20 FT	CFR / CIF						
JNPT	Saudi Arabia, Riyadh	-	20 FT	CFR / CIF						
JNPT	Saudi Arabia, Dammam	-	20 FT	CFR / CIF						
JNPT	Kuwait	9	20 FT	CFR / CIF						
JNPT	Tanjung Pelepas	-	20 FT	CFR / CIF						
JNPT	Pasir Gaudang, Malaysia	3	20 FT	CFR / CIF						
JNPT	Singapore	-	20 FT	CFR / CIF						
JNPT	Phillipines, Manila	1	20 FT	CFR / CIF						
JNPT	Mauritius	1	20 FT	CFR / CIF						
JNPT	Port Kalang, Malaysia	2	20 FT	CFR / CIF						
JNPT	Phnon Penh, Cambodia	-	20 FT	CFR / CIF						
JNPT	Indonesia, Semarang	-	20 FT	CFR / CIF						
JNPT	Ghana	-	20 FT	CFR / CIF						
JNPT	Myanmar (yangon)	2	20 FT	CFR / CIF						
JNPT	Vietnam, (Ho chin M city)	1	20 FT	CFR / CIF						
JNPT	Maldives, Malea	-	20 FT	CFR / CIF						
JNPT	Thailand , Lat Krabang	2	20 FT	CFR / CIF						
JNPT	Thailand , Laem Chabang	1	20 FT	CFR / CIF						
JNPT	Tanzania	1	20 FT	CFR / CIF						
JNPT	Port Louis	-	20 FT	CFR / CIF						
JNPT	Hamad, Qatar	2	20 FT	CFR / CIF						
JNPT	Liberia	-	20 FT	CFR / CIF						
JNPT	Taiwan	-	20 FT	CFR / CIF						
JNPT	Matadi (Congo)	-	20 FT	CFR / CIF						
JNPT	Doha, Qatar	-	20 FT	CFR / CIF						
JNPT	Nigeria, Lagos	-	20 FT	CFR / CIF						
JNPT	Rep. Of Congo, Mozambique	1	20 FT	CFR / CIF						

Annexure 1 for JNPT Port				
Item	UOM	Charged By	Nature	Rate (In INR)
Terminal Handling Charge	Per Container	Shipping Line	Fixed Cost	To be consider in Inland Haulage
CHA Charge	Per Container	FF / CHA	Fixed Cost	
Documentation Charges for Certificate of Origin from Chamber of Commerce	Per Container	FF / CHA	Fixed Cost	
ENS/AMS	Per Container	Shipping Line	Fixed Cost	
VGM Filling	Per Container	FF / CHA	Fixed Cost	
Shipping Line Toll Tax	Per Container	Shipping Line	Fixed Cost	
Port Terminal Parking Charges	Per Container	FF / CHA	Fixed Cost	
Hazardous documentation charges	Per Container	Shipping Line	Fixed Cost	
Transportation of 20' Container from Taloja Factory to Port _15MT to 18MT (Including Toll Tax)	Per Container	FF / CHA	Variable	
Transportation of 20' Container from Taloja Factory to Port _Above 18MT upto 22MT (Including Toll Tax)	Per Container	FF / CHA	Variable	
Transportation of 20' Container from Taloja Factory to Port _Above 22MT upto 24.5MT (Including Toll Tax)	Per Container	FF / CHA	Variable	
Transportation of 20' Container from Taloja Factory to Port _Above 24.5MT upto 27.5MT (Including Toll Tax)	Per Container	FF / CHA	Variable	
Transportation of 20' Container from Chinchwad Factory to Port _15MT to 18MT (Including Toll Tax)	Per Container	FF / CHA	Variable	
Transportation of 20' Container from Chinchwad Factory to Port _Above 18MT upto 22MT (Including Toll Tax)	Per Container	FF / CHA	Variable	
Transportation of 20' Container from Chinchwad Factory to Port _Above 22MT upto 24.5MT (Including Toll Tax)	Per Container	FF / CHA	Variable	
Transportation of 20' Container from Chinchwad Factory to Port _Above 24.5MT upto 27.5MT (Including Toll Tax)	Per Container	FF / CHA	Variable	
Trailer Detention Charges (For First 2 Days)	Per Trailer / Per Day	FF / CHA	Variable	
Trailer Detention Charges (For 3rd & 4th Days)	Per Trailer / Per Day	FF / CHA	Variable	
Trailer Detention Charges (Above 4 Days)	Per Trailer / Per Day	FF / CHA	Variable	
CFS Export Handling (Including Empty Container Movement, Export Stuffing, Container Lift Off / On, Container Sealing, Stuff Container movement to Port)	Per Container	FF / CHA	At Actual against Receipt	
Carting Charges for CFS	Per Kg	FF / CHA	At Actual against Receipt	
Storage Charges for CFS (After Free Period of 2 Days)	Per Pallet Per Day	FF / CHA	At Actual against Receipt	
Shipping Bill Amendment charges for CFS	Per Shipping Bill	FF / CHA	At Actual against Receipt	
Buffer Yard Charges for Customs Cleared Storing Containers	Per Container	FF / CHA	At Actual against Receipt	
Lashing & Choking (If Required)	Per Container	FF / CHA	Variable	
Air Bags (If Required)	Per Container	FF / CHA	Variable	
Container Weighing Charges (If Required)	Per Container	FF / CHA	At Actual against Receipt	
Open Inspection Charges	Per Container	FF / CHA	Variable	
Fumigation (If Required)	Per Container	FF / CHA	At Actual against Receipt	
Pallet Repairing at CFS (If Required subject to approval)	Per Pallet	FF / CHA	Variable	



ANALYTICAL REPORT OF LEAD ACID STORAGE BATTERIES

I. PRODUCT IDENTIFICATION				
Chemical Trade Name (as used on label): Lead-Acid Battery		Chemical Family/Classification: Electric Storage Battery		
Manufacturer's Name/Address: Exide Industries Limited, Exide House, 59E, Chowringhee Road, Kolkata: 700 020				
II. HAZARDOUS INGREDIENTS/IDENTIFY INFORMATION				
		Air Exposure Limits (ug/m ³)		
Components	Approximate % by Wt. Or Vol.	OSHA	ACGIH	NIOSH
Inorganic Lead Compound: Lead	60	50	150	100
❖ Antimony	2	500	500	--
❖ Arsenic	0.2	10	200	--
❖ Calcium	0.2	--	--	--
❖ Tin	0.2	2000	2000	--
Electrolyte (Sulfuric Acid)	10-30	1000	1000	1000
Case Material: Polypropylene Polystyrene Styrene Acrylonitrile Acrylonitrile Butadiene Styrene Styrene Butadiene Polyvinylchloride Polycarbonate, Hard Rubber, Polyethylene	5-10	N/A	N/A	N/A
Other: Silicon Dioxide (Gel batteries only) Sheet Molding Compound (Glass reinforced polyester)	20-40	N/A N/A	N/A N/A	N/A N/A
Inorganic lead and electrolyte (sulfuric acid) are the primary components of every battery manufactured by Exide Industries Limited. Other ingredients may be present dependent upon battery type. Contact your Exide representative for additional information.				
III. PHYSICAL DATA				
Electrolyte:				
Boiling Point:	203 -240° F	Specific Gravity (H₂O = 1):	1.215 to 1.350	
Melting Point:	N/A	Vapor Pressure (mm Hg):	10	
Solubility in Water:	100%	Vapor Density (AIR = 1):	Greater than 1	
Evaporation Rate: (Butyl Acetate = 1)	Less than 1	% Volatile by Weight:	N/A	
Appearance and Odor:	Manufactured article; no apparent odor. Electrolyte is a clear liquid with a sharp, penetrating, pungent odor.			
IV. FIRE AND EXPLOSION HAZARD DATA				
Flash Point: N/A	Flammable Limits: LEL = 4.1% (Hydrogen Gas) UEL = 74.2%			
Extinguishing Media: CO ₂ ; foam; dry chemical				
Special Fire Fighting Procedures: If batteries are on charge, shut off power. Use positive pressure, self-contained breathing apparatus. Water applied to electrolyte generates heat and causes it to spatter. Wear acid-resistant clothing.				
Unusual Fire and Explosion Hazards: Highly flammable hydrogen gas is generated during charging and operation of batteries. To avoid risk of fire or explosion, keep sparks or other sources of ignition away from batteries. Do not allow metallic materials to simultaneously contact negative and positive terminals of cells and batteries. Follow manufacturer's instructions for installation and service.				
V. REACTIVITY DATA				
Stability: Stable				
Conditions To Avoid: Prolonged overcharge; sources of ignition				
Incompatibility: (Materials to avoid) Sulfuric Acid: Contact with combustibles and organic materials may cause fire and explosion. Also reacts violently with strong reducing agents, metals, sulfur trioxide gas, strong oxidizers and water. Contact with metals may produce toxic sulfur dioxide fumes and may release flammable hydrogen gas. Lead Compounds: Avoid contact with strong acids, bases, halides, halogenates, potassium nitrate, permanganate, peroxides, nascent hydrogen and reducing agents.				
Hazardous Decomposition Products: Sulfuric Acid: Sulfur trioxide, carbon monoxide, sulfuric acid mist, sulfur dioxide, and hydrogen. Lead Compounds: High temperatures likely to produce toxic metal fume, vapor, or dust; contact with strong acid or base or presence of nascent hydrogen may generate highly toxic arsine gas.				



MATERIAL SAFETY DATA SHEET

VI. HEALTH HAZARD DATA**Routes of Entry:**

Sulfuric Acid: Harmful by all routes of entry.

Lead Compounds: Hazardous exposure can occur only when product is heated, oxidized or otherwise processed or damaged to create dust, vapor or fume.

Inhalation:

Sulfuric Acid: Breathing of sulfuric acid vapors or mists may cause severe respiratory irritation.

Lead Compounds: Inhalation of lead dust or fumes may cause irritation of upper respiratory tract and lungs.

Ingestion:

Sulfuric Acid: May cause severe irritation of mouth, throat, esophagus and stomach.

Lead Compounds: Acute ingestion may cause abdominal pain, nausea, vomiting, diarrhea and severe cramping. This may lead rapidly to systemic toxicity and must be treated by a physician.

Skin Contact:

Sulfuric Acid: Severe irritation, burns and ulceration.

Lead Compounds: Not absorbed through the skin.

Eye Contact:

Sulfuric Acid: Severe irritation, burns, cornea damage, and blindness.

Lead Components: May cause eye irritation.

Effects of Overexposure -Acute:

Sulfuric Acid: Severe skin irritation, damage to cornea, upper respiratory irritation.

Lead Compounds: Symptoms of toxicity include headache, fatigue, abdominal pain, loss of appetite, muscular aches and weakness, sleep disturbances and irritability.

Effects of Overexposure -Chronic:

Sulfuric Acid: Possible erosion of tooth enamel, inflammation of nose, throat and bronchial tubes.

Lead Compounds: Anemia; neuropathy, particularly of the motor nerves, with wrist drop; kidney damage; reproductive changes in males and females.

Carcinogenicity:

Sulfuric Acid: The International Agency for Research on Cancer (IARC) has classified "strong inorganic acid mist containing sulfuric acid" as a Category I carcinogen, a substance that is carcinogenic to humans. This classification does not apply to liquid forms of sulfuric acid or sulfuric acid solutions contained within a battery. Inorganic acid mist (sulfuric acid mist) is not generated under normal use of this product. Misuse of the product, such as overcharging, may result in the generation of sulfuric acid mist.

Lead Compounds: Lead is listed as a 2B carcinogen, likely in animals at extreme doses. Proof of carcinogenicity in humans is lacking at present.

Arsenic: Listed by National Toxicology Program (NTP), International Agency for Research on Cancer (IARC), OSHA and NIOSH as a carcinogen only after prolonged exposure at high levels.

Medical Coniditions Generally Aggravated by Exposure:

Overexposure to sulfuric acid mist may cause lung damage and aggravate pulmonary conditions. Contact of sulfuric acid with skin may aggravate diseases such as eczema and contact dermatitis. Lead and its compounds can aggravate some forms of kidney, liver and neurologic diseases.

EMERGENCY AND FIRST AID PROCEDURES:**Inhalation:**

Sulfuric Acid: Remove to fresh air immediately. If breathing is difficult, give oxygen.

Lead: Remove from exposure, gargle, wash nose and lips; consult physician.

Ingestion:

Sulfuric Acid: Give large quantities of water; do not induce vomiting; consult physician.

Lead: Consult physician immediately.

Skin:

Sulfuric Acid: Flush with large amounts of water for at least 15 minutes; remove contaminated clothing completely, including shoes.

Lead: Wash immediately with soap and water.

Eyes:

Sulfuric Acid and Lead: Flush immediately with large amounts of water for a least 15 minutes; consult physician.

Proposition 65:

Warning: Battery posts, terminals and related accessories contain lead and lead compounds, chemicals known to the State of California to cause cancer and reproductive harm. Batteries also contain other chemicals known to the State of California to cause cancer. Wash hands after handling.

VII. PRECAUTIONS FOR SAFE HANDLING AND USE**Spill or Leak Procedures:**

Stop flow of material, contain/absorb small spills with dry sand, earth, and vermiculite. Do not use combustible materials. If possible, carefully neutralize spilled electrolyte with soda ash, sodium bicarbonate, lime, etc. Wear acid-resistant clothing, boots, gloves, and face shield. Do not allow discharge of unneutralized acid to sewer.

Waste Disposal Methods:

Spent batteries: Send to secondary lead smelter for recycling. Place neutralized slurry into sealed containers and handle as applicable with state and federal regulations. Large water-diluted spills, after neutralization and testing, should be managed in accordance with approved local, state and federal requirements. Consult state environmental agency and/or federal EPA.



MATERIAL SAFETY DATA SHEET

VII. PRECAUTIONS FOR SAFE HANDLING AND USE (Cont.)**Handling and Storage:**

Store batteries in cool, dry, well-ventilated areas with impervious surfaces and adequate containment in the event of spills. Batteries should also be stored under roof for protection against adverse weather conditions. Separate from incompatible materials. Store and handle only in areas with adequate water supply and spill control. Avoid damage to containers. Keep away from fire, sparks and heat.

Precautionary Labeling:

POISON -CAUSES SEVERE BURNS

DANGER -CONTAINS SULFURIC ACID

VIII. CONTROL MEASURES**Engineering Controls:**

Store and handle in well-ventilated area. If mechanical ventilation is used, components must be acid-resistant.

Work Practices:

Handle batteries cautiously to avoid spills. Make certain vent caps are on securely. Avoid contact with internal components. Wear protective clothing when filling or handling batteries.

Respiratory Protection:

None required under normal conditions. When concentrations of sulfuric acid mist are known to exceed the PEL, use NIOSH or MSHA-approved respiratory protection.

Protective Gloves:

Rubber or plastic acid-resistant gloves with elbow-length gauntlet.

Eye Protection:

Chemical goggles or face shield.

Other Protection:

Acid-resistant apron. Under severe exposure emergency conditions, wear acid-resistant clothing and boots.

Emergency Flushing:

In areas where sulfuric acid is handled in concentrations greater than 1%, emergency eyewash stations and showers should be provided, with unlimited water supply.

IX. OTHER REGULATORY INFORMATION**NFPA Hazard Rating for Sulfuric Acid:**

Flammability (Red) = 0

Health (Blue) = 3

Reactivity (Yellow) = 2

Sulfuric acid is water-reactive if concentrated.

IATA:

The international transportation of wet and moist charged (moist active) batteries is regulated by the International Air Transport Association (IATA). These regulations also classify these types of batteries as a hazardous material. The batteries must be packed according to IATA Packing Instruction 800.

The shipping information is as follows:

Proper Shipping Name: Lead Acid Batteries, wet, filled with acid

Hazardous Class: 8

UN Identification: UN2794

Packing Group: III

Label/Placard Required: Corrosive

Some Exide batteries have been tested and meet the non-spillable criteria listed in IATA Packing Instruction 806. Non-spillable batteries must be packed according to IATA Packing Instruction 806.

The shipping information for non-spillable batteries is as follows:

Proper Shipping Name: Lead Acid Batteries, non-spillable, Dry, Non Hazardous

Hazardous Class: 8

UN Identification: UN2800

Packing Group: III

Label/Placard Required: Corrosive

In addition, some Exide non-spillable batteries have been tested and meet the non-regulated criteria listed in IATA special provision A67. These batteries are exempted from all IATA regulations provided that the batteries' terminals are protected against short circuits. Contact your Exide representative for additional information regarding the classification of batteries.



MATERIAL SAFETY DATA SHEET

IX. OTHER REGULATORY INFORMATION (Cont.)**IMDG:**

The international transportation of wet and moist charged (moist active) batteries is regulated by the International Maritime Dangerous Goods code (IMDG). These regulations also classify these types of batteries as hazardous material. The batteries must be packed according to IMDG code pages 8120 and 8121.

The shipping information is as follows:

Proper Shipping Name: Lead Acid Batteries, wet, filled with acid

Hazardous Class: 8

UN Identification: UN2794

Packing Group: III

Label/Placard Required: Corrosive

Some Exide batteries have been tested and meet the non-spillable criteria listed on page 8121. Non-spillable batteries must be packed according to IMDG page 8121.

The shipping information for non-spillable batteries is as follows:

Proper Shipping Name: Lead Acid Batteries, non-spillable, Dry, Non Hazardous

Hazardous Class: 8

UN Identification: UN2800

Packing Group: III

Label/Placard Required: Corrosive

In addition, some Exide non-spillable batteries have been tested and meet the non-regulated criteria listed in the IMDG code page. 8121. These batteries are excepted from all IMDG code provided that the batteries' terminals are protected against short circuits. Contact your Exide representative for additional information regarding the classification of batteries.

RCRA:

Spent lead-acid batteries are not regulated as hazardous waste by the EPA when recycled, however state and international regulations may vary.

CERCLA (Superfund) and EPCRA:

(a) Reportable Quantity (RQ) for spilled 100% sulfuric acid under CERCLA (Superfund) and EPCRA (Emergency Planning Community Right to Know Act) is 1,000 lbs. State and local reportable quantities for spilled sulfuric acid may vary.

(b) Sulfuric acid is a listed "Extremely Hazardous Substance" under EPCRA, with a Threshold Planning Quantity (TPQ) of 1,000 lbs.

(c) EPCRA Section 302 notification is required if 1,000 lbs. or more of sulfuric acid is present at one site. The quantity of sulfuric acid will vary by battery type. Contact your Exide representative for additional information.

(d) EPCRA Section 312 Tier 2 reporting is required for batteries if sulfuric acid is present in quantities of 500 lbs. or more and/or if lead is present in quantities of 10,000 lbs. or more.

(e) Supplier Notification: This product contains toxic chemicals, which may be reportable under EPCRA Section 313 Toxic Chemical Release Inventory (Form R) requirements.

If you are a manufacturing facility under SIC codes 20 through 39, the following information is provided to enable you to complete the required reports:

Toxic Chemical	Approximate % by Wt.
Lead	60
Sulfuric Acid	10 -30
* Antimony	2
* Arsenic	0.2

CAS No.

INGREDIENTS (Chemical/Common Names): CAS No.: % by Wt: EC No.:

Lead, inorganic 7439-92-1 43-70 (average: 65) 231-100-4

Sulfuric acid 7664-93-9 20-44 (average: 25) 231-639-5

If you distribute this product to other manufacturers in SIC Codes 20 through 39, this information must be provided with the first shipment of each calendar year.

The Section 313 supplier notification requirement does not apply to batteries, which are "consumer products".

* Not present in all battery types. Contact your Exide representative for additional information.

TSCA:

Ingredients in Exide' batteries are listed in the TSCA Registry as follows:

Components	TSCA Status Listed
Electrolyte: Sulfuric Acid (H ₂ SO ₄)	Listed
Inorganic Lead Compound:	
Lead (Pb)	Listed
Lead Oxide (PbO)	Listed
Lead Sulfate (PbSO ₄)	Listed
Antimony (Sb)	Listed
Arsenic (As)	Listed
Calcium (Ca)	Listed
Tin (Sn)	Listed

CAA:

Exide supports preventative actions concerning ozone depletion in the atmosphere due to emissions of CFC's and other ozone depleting chemicals (ODC's), defined by the USEPA as Class I substances. Pursuant to Section 611 of the Clean Air Act Amendments (CAAA) of 1990, finalized on January 19, 1993, Exide established a policy to eliminate the use of Class I ODC's prior to the May 15, 1993 deadline.