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Purchase order terms and conditions

Policy title	Purchase order terms and conditions
Policy number	-
Policy status	New
Version number	1
Policy effective date	November 1, 2021
Last reviewed on	-
Next review date	April 01, 2025
Initiated by	Commercial Unit
Reviewed by	Legal Finance
Approved by	Executive Vice President – Commercial
Annexure(s)	-

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1. General

- 1.1. Except as otherwise agreed in writing by the parties, these general terms and conditions for purchase shall apply to and form part of any and all purchasing contracts, agreements, purchase orders or any other purchasing relationships no matter orally or in writing (collectively referred to as the 'Contract') between Buyer and | or its Affiliates and Seller of the goods, services, annual maintenance contract (AMC), and construction contract or works (collectively referred to as the 'Goods').
- 1.2. The Contract and these general terms and conditions for purchase constitute the entire Contract between the Seller and Buyer with respect to the delivery of the Goods and exclude and supersede any general sales terms and conditions of the Seller or any other general or standard trading terms, which may be written on or referred to in any quotation, offer, order confirmation, invoice or other documentation used or made available via website owned or operated by the Seller (regardless whether such terms and conditions are in oral, written, electronic or any other form), and the Seller hereby expressly waives any right which it otherwise might have to rely on its terms and conditions.
- 1.3. No variation of these general terms and conditions shall be effective unless expressly provided and agreed to in writing.
- 1.4. All capitalised terms used in these general terms and conditions for purchase shall have the meaning specified for such terms in the Contract or Clause 2 ('Definitions') of these terms and conditions.

2. Definitions

The capitalised terms used in the purchase order terms and conditions shall have the following meanings:

- 2.1. 'Buyer' shall mean Atul Ltd and its subsidiaries, associates and Joint venture entities, etc. It shall also encompass terms such as purchaser, buyer or as used in the purchase order.
- 2.2. 'Supplier' | 'Seller' shall mean the person, firm or company or body corporate with whom the Buyer has placed purchase order.
- 2.3. 'Acceptance' shall mean a written confirmation by the Buyer that the Seller has in whole or in part performed the obligations under the Contract.
- 2.4. 'Affiliate' shall mean any entity controlling, controlled by or under the common control with a Party, where the term 'control' shall mean the power to directly or indirectly cause the direction of the management of such legal entity whether through ownership of voting securities or otherwise.
- 2.5. 'Contract' shall mean the written purchase contract | order (including Appendices | Annexures | Amendments thereof) for the delivery of the Goods placed by the Buyer and the purchase order terms and conditions.
- 2.6. 'Goods' shall mean the goods, services, annual maintenance contract (AMC) and construction contracts or works to be delivered by the Seller to the Buyer as specified in the Contract | purchase order.
- 2.7. 'Site' shall mean the premises of Buyer at which delivery of the Goods will take place, including any other places designated by the Buyer for the purposes of the Contract.

3. Conclusion of contract

- 3.1. A purchase order shall be construed as binding on the Seller upon being placed on the Seller.
- 3.2. Buyer shall only be bound by a purchase order if such purchase order is in writing and not revoked within a reasonable time at the discretion of the Buyer.

4. Pricing and payments

- 4.1. Except otherwise agreed in writing, the prices specified in the Contract and | or purchase order of the Buyer shall be inclusive of any and all cost, expenses and charges in relation to the delivery of the Goods, including but not limited to packaging, transportation and insurance, etc. and any taxes.
- 4.2. Unless otherwise agreed in writing, the prices for Goods shall be firm and fixed.
- 4.3. In case the Goods have not been delivered in compliance with the terms of the Contract or the Seller is otherwise in breach of its obligations under the Contract, the Buyer shall be entitled to withhold payment of any invoices until the aforesaid non-compliance and breach are rectified. Payment by the Buyer shall not constitute the recognition of fulfilment of the Seller's obligations under the Contract. The Buyer is also entitled to set-off the amounts payable to the Seller with any and all amounts (including liquidated damages) accrued by the Seller to the Buyer for any reason whatsoever.

5. Taxation

- 5.1. The Seller should pass on the tax benefit | savings, if any, on account of tax credits or lowering of tax rates to the Buyer by way of adjustment in the contract price.
- 5.2. The Seller shall comply with all the compliance requirements under GST law and the Seller agrees things that may be necessary to enable the Buyer to claim input tax credit in relation to any GST payable under this Contract.
- 5.3. The Seller shall issue applicable Invoices | Debit Notes | Credit Notes as per the prescribed format, containing all the information as required for the Buyer to avail Input Tax Credit.
- 5.4. If any amount of credit, refund or any other benefit is denied or delayed to the Buyer or any penal charge or interest is imposed on the Buyer due to any non-compliance by the Seller (including but not limited to the failure to upload correct particulars or incorrect disclosure of details on the GSTIN portal or delay | failure to deposit tax within due dates or due to non-furnishing of correct documents | returns or furnishing of incorrect | incomplete documents by the Seller, wrong determination of nature of supply, the Seller shall be liable to reimburse the loss which accrues to the Buyer. At the option of the Buyer, the Buyer shall also be entitled to withhold the payment of all the bills issued by the Seller and recover such loss from any outstanding payment.

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5.5. GST details:

5.5.1. Atul Ltd, Gujarat: 24AABCA2390M1ZP

5.5.2. Atul Ltd, Maharashtra: 27AABCA2390M1ZJ

5.6. Please inform the harmonised system of nomenclature code (HSN Code) | service accounting code (SAC) for goods and services under which the above items and services fall. The name and address of consignee must be mentioned in invoice along with the GST No.

6. Packaging and shipment

The Seller undertakes to pack, package, mark and | or otherwise prepare the Goods in accordance with the normally accepted commercial practices | regulatory requirements and instructions of the Buyer at no additional cost to the Buyer. If the Seller fails to pack, package, mark or prepare the Goods as aforesaid, it shall be liable to compensate the Buyer for all claims, losses, damages, costs and expenses suffered as a result thereof and shall also indemnify the Buyer against any and all claims for losses, damages, costs and expenses suffered by third parties as a result thereof.

6.1. For returnable containers or packaging, the Seller must clearly make endorsement to that effect on the transport documents or invoices, and the return shall be at the Seller's risk and expense.

6.2. The Seller shall deliver all documents required by law and any documents required by the Buyer according to the Buyer's instructions and at the latest upon delivery of the Goods. If the Seller fails to deliver the required documents with the Goods, the Buyer has the right to refuse to accept the delivery of such Goods. In such case, for the purposes of these terms and conditions, the Goods shall be deemed to be undelivered.

7. Quality

7.1. The supplier must supply the Goods as per the quality requirements of the Purchaser and must meet the purpose of use by the Purchaser. The rejection, if any, by the Purchaser shall be at the risks and costs of the Seller.

7.2. Unless otherwise specified, the Supplier has to ensure at least six months of remaining shelf life of the Goods when the material is delivered to the Buyer excluding transit time.

8. Delivery

8.1. Deliveries of Goods are to be made both in quantities and at the time and place specified by the Buyer. The Buyer will have no obligation to accept nor liability to pay for partial, excessive, early or late deliveries. Non-conforming Goods shall, if so requested by the Buyer, be returned at the Seller's sole risk and expense. Any revisions in the delivery schedule shall be as per mutual Contract between the Buyer and the Seller.

8.2. The Buyer will be provided with an option to purchase the Goods either on 'ex-works' or 'FOR' basis for domestic shipment(s). Unless otherwise specified on face on purchase order, for import shipment(s), Incoterms will be CIF Nhava-Sheva | Hazira as per Incoterm 2020. In case of air shipment(s), delivery terms will be as per mentioned in the purchase order.

8.3. If the Seller fails to deliver the Goods at the time specified by the Buyer, it shall be deemed to be in default without further notice. Furthermore, in such a case, the Seller undertakes to compensate the Buyer for all losses, damages and expenses reasonably incurred, suffered as a result of the delay and | or the annulment of the Contract.

8.4. In the event of delay in delivery (ies) of the Goods, the Buyer reserves the right to cancel the purchase order or release without any liability (including compensation, penalty (ies) or charge(s), etc.) payable to the Seller. The Seller may obtain substitute Goods from other supplier without any notice to the Seller and reject any late delivery of Goods, even if such Goods meet Buyer's specifications. The delayed deliveries maybe accepted at the sole discretion of the Buyer.

8.5. For delays in delivery, penalty will be applicable as 1% of the purchase order price for each week or part thereof, subject to maximum of 10% of purchase order price.

8.6. The Penalty amount shall not exclude or limit the Buyer's right to compensation from the Seller for the damages, losses, costs and expenses resulting from the delay, if such damages, losses, costs and expenses exceed the amount of liquidated damages payable by the Seller to the Buyer.

8.7. The Seller must adhere to the procedures involving logistics and warehousing instructions, including instructions provided in the supply chain contract or transportation routing letters.

9. Documents

9.1. The Supplier has to furnish all relevant documents including but not restricted to the following:

- Duplicate copy of the invoice for transporter
- Valid e-waybill, bill of lading
- Certificate of analysis
- Material Safety Data Sheet
- Submit Police Verification Certificate (PVC) along with dully filled declaration form within 30 days from the day of service engagement at respective site at its own cost and expenses. During the process of engagement, in case any of the workers of the Seller is found employed on invalid or false PVC's, the Seller will be held responsible for the misconduct and all expenses arising out from legal or any other proceeding by law enforcing agencies will be taken care by the Seller in addition to black listing of the Seller.
- Others as required by governing law
- As requested by the Buyer



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9.2. In case of import by the Buyer :

- The Supplier shall provide all necessary information | documents which may be required to prove country of origin, regional value content and Goods specific criteria.
- The Supplier shall fully cooperate with the Buyer and the investigation authorities and provide the information | explanation which may be sought by competent government authorities.
- The Supplier shall indemnify the Buyer in the event of denial of FTA benefits and reimburse all claims that may arise in the process.
- The Supplier shall provide any other document required to comply under Section 28DA of the Customs Act, 1962 whenever requested by the Buyer.

9.3. The Supplier, where applicable, shall comply with obligations of the European council concerning Registration, Evaluation, Authorisation and Restrictions of Chemicals (REACH).

10. Ownership, Risk and Title

10.1. Title to the Goods shall transfer from the Seller to the Buyer at the time when the delivery is completed in accordance with Clause 8. The risk for loss and damage to the Goods or any part thereof shall pass to the Buyer upon acceptance.

11. Inspection and Rejection

- 11.1. The Buyer and its authorised representatives have the option to inspect the premises of the Seller where goods are being manufactured during usual business hours and on reasonable prior notice, to better assure the quality of the goods to be supplied under the contract.
- 11.2. The Buyer's inspection of any part of the goods, or failure to inspect, shall in no way affect the Seller's obligation to deliver the goods in accordance with all the terms of the contract, neither will such inspection, or failure thereof, constitute a waiver of any contractual or legal right of the Buyer.
- 11.3. Use or acceptance of the goods, or payment therefor, or failure to notify the Contractor | Supplier promptly, shall not waive or affect the Buyer's rights hereunder. An acceptance certificate issued by the Buyer shall be conclusive proof of discharge of obligations of the Seller in this regard.

12. Excess supplies | Shortages

- 12.1. Goods supplied in excess of the quantity ordered and not accepted will not be paid off and will remain at the Buyer's premises at the Seller's cost and risk. Shortages greater than mutually agreed limit in excess of acceptable norms would not be accepted or paid.
- 12.2. The Seller's warranty shall also cover Goods manufactured by subcontractors.
- 12.3. Goods, which are subject to complaint under the warranty, shall remain at the Buyer's disposal until replacements have been supplied. If the Seller is not able to remedy a defect, the Buyer may remedy the defect himself at the Seller's expense.

13. Arbitration

13.1. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Contract or the breach thereof shall be settled amicably. If, however, the parties are unable to resolve them amicably within a period of 30 days or any longer period as agreed upon by the parties from the date of commencement of such negotiation, the same would be resolved by arbitration. The dispute may be referred to the arbitration by either party after issuance of thirty days' notice in writing to other, clearly mentioning the nature of the dispute | differences. Such arbitration shall be conducted by a sole arbitrator to be appointed by the parties hereto by mutual consent. The Arbitration and Conciliation Act, 1996 or any statutory modification thereof shall apply to the arbitration proceedings. The seat of the arbitration shall be Valsad. All the arbitration proceedings shall be carried out in English language. The decision of the sole arbitrator shall be final and binding on the Parties.

14. Transportation

14.1. In order to ensure personal safety and site security for the vehicles entering inside the Buyer's premises, following are the mandatory requirements to be followed while sending vehicles to the Buyer.

Mandatory requirements for vehicle(s):	In case of non-compliance, following penalties will be imposed:
Valid PUC certificate	PUC expired: ₹ 1,000
Valid insurance	Insurance expired: ₹ 1,000
Vehicle fitness certificate	Vehicle fitness expired: ₹ 1,000
Valid driving license	Not having valid driving license: ₹ 1,000 In possession of fake driving license: ₹ 3,000
Vehicle age should not be > 15 years	Not allowed in the Company premises
Fire arrestor installed on exhaust (silencer) of vehicle	Not having exhaust (silence) of vehicle: ₹ 1,000
Safety helmet (blue color) safety shoes	Using wrong color helmet slippers in plant area: ₹ 200
Reflectors rear view mirror and rear lights	Non-compliance penalty: ₹ 200
Mandatory requirements for personnel	Over speeding in plant area: ₹ 1,000 Other non-compliance penalty: ₹ 200

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15. Governing laws and Jurisdiction

15.1. This contract shall be governed by the laws of Republic of India. All disputes arising in respect of this contract shall be subject to jurisdiction of courts at Valsad only.

16. Indemnity

16.1. Supplier shall indemnify, defend and hold harmless the Buyer, its affiliates, and their respective officers, Directors, employees, consultants and agents (the 'Buyer indemnified parties') from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer indemnified parties or any of them arising out of:

- death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the goods or services, or from the failure of the goods or services to comply with the warranties hereunder;
- any claim that the goods or services infringe or violate the intellectual property rights or other rights of any person;
- any intentional, wrongful or negligent act or omission of the Supplier or any of its Affiliates or subcontractors;
- Supplier's breach of any of its obligations under the contract; or
- any liens or encumbrances relating to any Goods or Services

17. Infringement of intellectual property rights

17.1. The Seller hereby agrees that upon delivery of the goods, the Buyer acquires the right to a non-exclusive, world-wide, royalty free, perpetual use of such intellectual property as they relate to the Buyer's use, possession, sale or distribution of the goods.

17.2. The Seller represents and warrants to the Buyer that the goods shall not infringe on any third party intellectual property rights such as patents, trademarks, copyrights, designs and models.

18. Warranty

18.1. The seller represents and warrants that all goods: a) are in full conformity with the specifications as laid down in the purchase order or as described in the Seller's Goods data sheet or in specifications provided in writing to the Buyer; b) are free from contamination or defects as far as materials manufactured and designs are concerned; c) are merchantable and suitable for their intended purpose of use; d) satisfy mandatory regulations regarding, *inter alia*, health, safety and the environment; e) are functional, operational and fulfil the performance requirements; f) are free of liens and encumbrances; and g) conform with any statements made on the samples, containers, labels, pamphlets or advertisements for the Goods; g) are suitable for intended use and that they conform both to generally accepted technical practice and to applicable regulations. The aforesaid is in addition to all other express warranties given by the seller and any and all implied warranties under applicable laws.

18.2. The Supplier shall comply with all applicable laws, rules, regulations, orders or standards which relate to the manufacture, labelling, transportation, importation, exportation, use, operation, packaging, licensing, approval or certification of the Goods, including, but not limited to, those relating to environmental matters, Goods safety, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health | safety and motor vehicle safety.

18.3. In the event that the Seller has guaranteed the properties or durability of the goods supplied, the Buyer may also assert a claim under the terms of such a guarantee. This shall not apply to defects or damage to the object of delivery caused by:

- normal wear and tear
- normal evaporation

The Buyer shall notify the Seller of any defect of the Goods delivered as soon as these are discovered in the regular course of business.

18.4. The Seller's warranty shall also cover any items sourced from third parties.

18.5. The Goods, which are subject to complaint under the warranty, shall remain at the Buyer's disposal until replacements have been supplied, whereupon they shall become the property of the Seller. If the Seller is not able to remedy a defect, the Buyer may remedy the defect himself at the Seller's expense.

18.6. The Seller represents and warrants that the Seller, a) shall not, directly or through any third party, give, promise or offer any bribe, or request, agree to receive or accept any bribe, in connection with the Contract or its dealings with the Buyer; b) confirms that it is not a government official and is not affiliated with any such official; c) shall have in place adequate procedures to prevent those performing the Contract on the Seller's behalf from committing bribery; and d) shall keep accurate and true records that are not misleading of all payments made under the Contract or its dealings with the Buyer.

19. Force Majeure

19.1. Force Majeure means any event beyond the reasonable control of that party, including but without limitation:

- an act of war (whether declared or not), hostilities, invasion, act of foreign enemies and terrorism or civil disorder;
- ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- pressure waves from devices travelling at supersonic speeds or damage caused by any aircraft or similar device;
- a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected services and which is not attributable to any unreasonable action or inaction on the part of the Buyer or any of its sub-contractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;



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- specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in the contract which are materially worse than those encountered in the relevant places at the relevant time;
- tempest, earthquake or any other natural disaster of overwhelming proportions; any epidemic or pandemic beyond the control of the parties; or
- discontinuation of electricity | water supply, not covered by the Contract concluded with the (utility company); or
- other unforeseeable circumstances beyond the control of the parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, which in each case directly causes either party to be unable to comply with all or a material part of its obligations under the contract.

19.2. Neither party shall be in breach of its obligations under this Contract (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by other party (otherwise than under any express indemnity in this contract if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a force majeure.

19.3. In the event of force majeure, the affected party shall within a period of seven days notify the other party about force majeure conditions, reasonable proof of the nature of the force majeure event and of its effect upon the performance of the party's obligations under the contract and the likely time for removing those conditions.

19.4. If the relevant force majeure prevails for a continuous period of more than three (3) months, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements (including termination of this Contract) as may be fair and reasonable in the circumstances.

20. Confidentiality and data protection

20.1. The Seller undertakes to maintain complete confidentiality regarding the materials and all information and knowledge provided by the Buyer or its affiliated entities or any information otherwise known to him in connection with the entering into and performance of the contract (the confidential information) and undertakes to only use the confidential information for the performance of the contract. The Seller undertakes to impose the same obligations on any employees and third parties which obtain confidential information as required for the performance of the Contract and warrants that such employees and third parties will comply with such obligations. The Seller shall continue to be liable for the breaches by employees | third parties. Additional terms contained in any applicable confidentiality or non-disclosure Contract entered into between the Seller and the Buyer shall also be applied to the exchange of information under the contract.

20.2. The Seller shall not be entitled to use the Buyer or its trade mark | logo as a reference for marketing or commercial purposes without the prior written consent of the Buyer.

20.3. Each party shall comply with applicable Data Protection Legislation when Processing Personal Data in the course of performing its obligations under the Contract.

21. Cancellation

21.1. The Buyer may cancel this contract or any part thereof at any time upon written notice to the supplier without liability except for payment to the Seller of the reasonable cost of work in process within the time specified on the face hereof .

22. Insurance

22.1. The Seller shall take at his own expense adequate insurance to cover any damage resulting from services rendered or any goods delivered by the Seller.

22.2. In addition, the Seller shall take insurance for the supplies | transportation as per the pricing terms of the contract.

22.3. The Seller shall provide insurance policies or appropriate documents in lieu thereof required by the Buyer.

23. Applicable to MSME vendor

23.1. Subsequent to the order from Atul Ltd, if MSME certificate is given by the vendor, consequential MSME liability on Atul Ltd due to delay in declaration of MSME certificate will be passed on to the vendor and that they have no objection to such debits by Atul Ltd.

24. Miscellaneous

24.1. The invalidity or unenforceability for any reason of any part of these terms and conditions shall not prejudice or affect the validity or enforceability of the remainder.

24.2. The Seller shall not assign any Contract for the sale of Goods or any rights hereunder in whole or in part to any third party without the prior written consent of the Buyer. Even if the Buyer has given written consent to the Seller to use subcontractors, the Seller shall remain fully liable for the performance or non-performance by the subcontractors of the Seller's obligations under the Contract.

24.3. The Buyer shall be entitled to use affiliates of the buyer for the performance of its obligations under the Contract. Any obligation of the Buyer under the Contract which has been performed by the affiliate of the buyer shall be considered duly fulfilled as if the obligation had been performed by the Buyer itself. Any rights granted to the Buyer under the Contract shall also apply and extend to the Buyer's Affiliates.

24.4. The Appendices to the Contract and these General Purchasing Terms and Conditions shall form an integral part of the Contract.

The headings used herein are for convenience purposes only and shall not affect the substantive part of the contract.

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25. Sustainability and Code of Conduct

25.1. Code of Conduct sets out the principles for ethical and responsible business conduct that underpin the Buyer's values. Compliance with this Code of Conduct is an integral part of the obligations of the Seller.

25.2. Seller shall:

- conduct business in an honest and ethical manner
- comply with the applicable employment laws and support the protection of human rights in their operations
- comply with Atul's Supplier Code of Conduct (<https://www.atul.co.in/wp-content/uploads/2021/07/Supplier-Code-of-Conduct.pdf>) and Responsible Procurement Policy (<https://www.atul.co.in/wp-content/uploads/2021/07/Responsible-Procurement-Policy.pdf>)
- prohibit employment of child labour and forced labour practices
- meet social responsibilities and act with integrity
- comply with all the applicable laws and regulations by ensuring systematic management systems
- follow the basic principles laid down by the Buyer
- provide a healthy and safe working environment for their employees, contractors, partners and others who may be affected by their activities
- respect the rights of workers in relation to freedom of association. Where the right of freedom of association and collective bargaining is restricted under law, the Seller will not hinder the development of alternative means for informing | consulting with employees
- integrate ISO 9001:2015 quality management standards and ensure high quality Goods to Buyer and its customers
- encourage the use of environment friendly technologies and practices and the reduction of negative environmental impacts throughout their supply chain
- use optimal | sustainable resources over the life-cycle of the Goods from design to disposal and ensure that everyone across the value chain including designers, producers, customers and recyclers are aware of their responsibilities
- collaborate with Buyer in environmental and social goals

Policy change(s) history

Version no.	Review date	Description of changes made