

REXEL INDIA

GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER

The Purchase Order (hereinafter referred to as "**Purchase Order**" or "**PO**") along with the terms and conditions listed below and any attachments including but not limited to BOQ, specifications, drawings, notes, and instructions whether provided with the PO or incorporated by reference in PO, collectively form the Purchase Order. These terms and conditions are applicable for all Purchase Orders issued by Rexel India Pvt. Ltd., hereinafter referred as "**Buyer**" to any party in India, hereinafter referred as "**Supplier**". The buyer confirms that all particulars mentioned in the Purchase Order are based on the discussions and mutually agreed terms and conditions. However, in case of any inconsistencies, this PO supersedes all discussions and negotiations had during the order finalization. This Purchase Order is binding upon both the parties, post its acceptance, and are governed by following terms and conditions.

1. General

- 1.1. This PO is for the purchase of goods or services ("Goods"). Orders and acceptance of orders, as well as any alteration or amendments thereof, must be made in writing in order to be effective.

2. Purchase Order Acceptance:

- 2.1. Supplier should send his acceptance within three (3) working days from the date of PO issuance.
- 2.2. Buyer reserves the right to consider the PO "deemed accepted" if no acceptance is received within three (3) working days of PO issuance date along with its terms and conditions, provided that the payment payable under the PO will be deferred accordingly.
- 2.3. Supplier shall abide by all the terms and conditions of this PO without any prejudices.

3. Purchase Order Amendments:

- 3.1. Goods supplied shall conform to the specifications mentioned on the PO and as discussed during PO finalization. No deviation is allowed until and unless a prior written confirmation is obtained from the Buyer.
- 3.2. Amendment recommended by Supplier, if any, needs to be in line with the discussions and would be considered accepted only if it is incorporated in the PO accordingly.
- 3.3. The Buyer shall have the right at any time to make changes in the specifications of any or all of the Goods or part thereof, delivery terms, scope or other provisions of the PO, by means of written notice to the Supplier.

4. Supply Scope and Pricing Validity:

- 4.1. Supplier shall arrange for the Goods till the place of delivery in proper packing and suitably labelled for ease of identification. All incidental charges not explicitly mentioned in the PO, shall be in Supplier's account.
- 4.2. Supplier agrees that prices will remain valid and firm till the entire quantities mentioned in PO are delivered. Any escalation/ price corrections during the supply of Goods to be borne by the Supplier only.
- 4.3. Increase in Government levies or taxes needs to be borne by the Buyer. Benefit of reduced Government levies/ taxes and reduction in Goods prices needs to be passed on to the Buyer.

5. Delivery Conditions:

- 5.1. Delivery time is of essence of this Purchase Order and all deliveries shall be done as per the delivery schedule mentioned on the PO. If the Supplier fails to deliver the Goods in time, the Buyer may, at its sole discretion, immediately terminate the PO without any costs and obligations. In addition to the foregoing, the Buyer reserves the right to procure the Goods from any third- party vendor, at the costs of the Supplier and recover any advances, losses, or damages from the Supplier including any liquidated damages per clause 5.2.
- 5.2. In the event the Supplier fails to meet the timelines in supplying the Goods as stated in the PO, the Supplier will be liable to pay a liquidated damages which shall amount to 0.5% (of the PO value) per week of delay or default.
- 5.3. The Goods shall be delivered with all instructions, warnings, and other data necessary for safe and proper use. Delivery shall not be deemed to have occurred if it is not fully compliant with all the terms and conditions of the PO, unless the Buyer expressly agrees otherwise in writing.
- 5.4. Buyer reserves the right to defer delivery of full/ part Goods, Supplier shall hold the Goods at his end in good condition and at no additional cost to the Buyer and without any change of PO terms and conditions.
- 5.5. Prior dispatch, notification/ advance shipping note shall be sent to the concerned persons of Buyer before sending the Goods.
- 5.6. Delivery shall be effected on any working day between 10 am to 5.30 pm only.
- 5.7. Delivery delays anticipated by Supplier shall be notified immediately in writing to Buyer. Buyer at his discretion can either give extension in delivery timelines
or terminate the PO and make alternative arrangements, depending upon the requirement.

6. Packing and Forwarding:

- 6.1. Supplier shall pack the Goods properly so as to reach site free of any damage, loss due to pilferage. Packing shall be proper to sustain rough handling during transit and extreme weather conditions including open storage, in the mode of transport best suited, or as may be specifically provided for in the PO.
- 6.2. Packaging and forwarding shall be in accordance with the Buyer's specifications, in the absence of which, the recommendations of the Supplier shall apply.
- 6.3. All packaging and forwarding charges are to Supplier account and are included in the basic cost, until and unless it has been specifically mentioned in the PO.
- 6.4. No transit loss/ damages/ pilferage are accepted. Damaged Goods need to be replaced by Supplier free of cost within such time as agreed by Buyer. Delay in replacement will be considered as delayed delivery of Goods under the PO.

7. Transportation:

- 7.1. Transportation charges, if not separately shown in the PO is a part of basic cost. Supplier can either show transportation separately or include it in the basic cost on the invoice. Separate debit notes shall be submitted along with the invoice only.

8. Insurance:

- 8.1. Supplier shall suitably insure the Goods supplied to the Buyer. Supplier further undertakes to keep Goods insured till fulfilment of the obligations under this PO. Claim settlement by insurance company aside, the damaged Goods shall be either replaced by the Supplier or equivalent amount will be recovered from the Supplier invoices. Insurance amount, if not separately shown is part of basic material cost.
- 8.2. Insurance policy shall be shared with Buyer along with the challan as and when required by the Buyer.

6. Short Supply/ Excess Supply:

- 6.1. Short supply/ excess supply will not be accepted in general, except if the same has been communicated to Buyer beforehand and prior approval in writing has been taken for it.
- 6.2. Buyer shall neither bear the costs for the storage and maintenance of excess Goods nor bear the risk of the excess Goods.

10. Quality Acceptance:

- 10.1. All Goods supplied will undergo internal quality check and third-party testing, as the case may be. Test results so received will be final and binding on both the parties and quality issues, if any, shall be reported by the Buyer within seven (7) working days.
- 10.2. Repeat testing, if required by Supplier, needs to be done by Supplier at his own expense, delay due to it and losses incurred will have to be borne by the Supplier.
- 10.3. Manufacturers Test Certificate is mandatory for all the Goods. Supplier can attach internal test certificates wherever available, or as per requirement of Buyer.
- 10.4. Without prejudice to clause 10.1 above, Supplier agrees to replace Goods and/ or compensate Buyer of any rectification cost over and above the Goods cost which is incurred, if Goods are found of poor quality or are supplied with any manufacturing defect, even if it is discovered at a later stage.

11. Documentation Requirement:

- 11.1. All delivery challans and tax invoices shall clearly mention the PO number and PO date. Goods will not be unloaded at site, if PO number and date is not mentioned on the documents.
- 11.2. Additional documents required along with the delivery challan/ tax invoice, as applicable:
 - 11.2.1. Manufacturer Test Certificate (Internal Test Certificates/ Third Party Test Certificates)
 - 11.2.2. Drawings/ Installation Manual/ Storage and Handling Instructions
 - 11.2.3. Guarantee/ Warranty Certificates
 - 11.2.4. Any other documents specifically mentioned anywhere else in the PO.
- 11.3. Original Tax Invoice and/or Delivery challan shall be submitted at site to the store-in-charge.
- 11.4. In case of service POs, duly signed MoM (minutes of meeting) by the end user/customer along with Supplier.
- 11.5. Final acceptance of quantity and quality of Goods received will be subject to the final quality check. Invoices/ Challans will be approved accordingly. Acknowledgement of Goods received will not guarantee payment, if Goods supplied is found to be of inferior quality or short supply is discovered during thorough counting process, payment can be denied by the Buyer to the tune of rejected quantities or short quantities, as the case may be.
- 11.6. The Supplier shall keep all the PO related data and document at least for Five (5) years after delivery or any such longer time period required by applicable law. The Supplier warrants that all records to trace and evidence compliance with the PO requirements, including Manufacturer Test Certificates or any other quality certificate, shall at all times be available to the Buyer.

12. Risk Of Loss or Damage:

- 12.1. The risk of loss of or damage to the Goods shall pass from the Supplier to the Buyer upon delivery of the Goods at the named destination and/or the confirmation/ acknowledgment by the Buyer of the quality and quantity of the Goods after due testing, quality checks etc.
- 12.2. Title to the Goods or any part thereof shall pass to the Buyer as per the applicable INCO terms.
- 12.3. The Supplier will be responsible for maintaining all the required documents, permissions, licenses etc. in place according to the applicable laws, during the transit of the Goods and shall bear all the costs, penalties, fine etc. in case of any non-compliances thereof.

13. Applicable Taxes:

- 13.1. All applicable taxes shall be separately shown on the tax invoices. Correctness of tax figure, HSN code, and calculation is responsibility of Supplier. No claims will be entertained once the tax invoice is submitted. Revised invoices will not be accepted by the Buyer.
- 13.2. Buyer will be not responsible for any levies/ penalties by any Government agencies due to non-payment, wrong HSN code, or difference in tax payment. Any such penalty levied will be recovered from the Supplier.
- 13.3. Supplier agrees to indemnify the Buyer for any losses arising out of any lapses on aforesaid accounts.
- 13.4. GST, if applicable on packing G Forwarding/ Loading G Unloading/ Freight/ Insurance amount is payable by Supplier.

14. Payments:

- 14.1. To ensure timely payment of invoices, it is imperative for Supplier to follow the invoicing instruction and documentation requirements properly. Buyer takes no responsibility of delay in payment on account of incorrect invoices or non-submission of required documents.
- 14.2. All payments will be made strictly in accordance to the amount mentioned on the PO. No escalation/ price correction would be allowed except changes in government taxes or levies. In such cases, a revised PO will be issued to the Supplier for undelivered quantities.
- 14.3. Payment against the Goods to the Buyer shall be made as per the agreed payment terms as specified in the PO.
- 14.4. Buyer expressly reserves the right to automatically deduct from any payments to be made to Supplier any amounts which Supplier may owe Buyer for any reason. Alternatively, Supplier shall issue a credit note for such amounts to Buyer.

15. Warranty:

- 15.1. Supplier warrants that Goods supply under this PO is as per the specifications, drawings, samples, or other description furnished by the Supplier. Supplier confirms that the Goods supplied are manufactured as per their internal quality standards, are free of defects, and are best suited for the intended application.
- 15.2. If deficiency is identified after transfer of title of the Goods, Supplier agrees to rectify/ repair/ replace the defective Goods free of cost and its own expense, within fifteen (15) days, failing which Supplier shall immediately reimburse to the Buyer the price paid by Buyer therefor. Supplier shall be responsible for all costs, including freight and insurance and shall reimburse to Buyer on request any such costs incurred by the latter.
- 15.3. Supplier shall not change any of the designs, specifications, and instructions given by the Buyer without obtaining its prior written consent. Supplier shall be liable for every claim, damages, and injury arising due to breach of any of the warranties.
- 15.4. Warranty of 12 months from the date of installation or 18 months from the date of invoicing will be applicable, until and unless specified otherwise in the PO.

16. Force Majeure:

- 16.1. In event of force majeure conditions, the Buyer after the required due diligence might extend the delivery timeline or mutually agree with Supplier to cancel the Purchase Order, depending upon project requirement. No damages/ cost will be payable to Supplier on such account. Advances, if paid, shall be refunded to Buyer within 15 days of Purchase Order cancellation.
- 16.2. Force majeure conditions will be applicable, if the Supplier's obligations hereunder is prevented or delayed by causes, circumstances or events beyond the control of the parties including delays due to act of war, act of God, policy changes, riots, violence, lockouts, transport strikes, natural calamities etc. Buyer shall not be responsible for any losses sustained under any events of force majeure. Except where the nature of the event shall prevent it from doing so, Supplier shall notify

the Buyer in writing forthwith after the occurrence of such force majeure event and shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy such cause.

17. Confidentiality Clause:

- 17.1. The Supplier shall maintain any confidential information in strict confidence and shall not disclose the same to any third party or use confidential information except for the Proper Purpose, where "Proper Purpose" shall mean the performance of obligation under the PO and the use by the Buyer (or an affiliate of the Buyer) of the Goods for tenders, sale, manufacture, erection, commissioning and/or servicing of power systems and equipment.
- 17.2. Supplier agrees to keep all information, including but not limited to price, costs, margins, drawings, designs, data, specification, models, patterns shared during discussion confidential and refrain from sharing this information without written permission from the Buyer. Supplier will use and maintain all of this information in such a manner that it is ensured the same is not used for any purpose detrimental to the interests of Buyer.
- 17.3. Nothing contained herein shall preclude the Buyer from (i) sharing any or all of the confidential information with any of its affiliates or (ii) disclosing confidential information received from the Supplier as part of any Goods to the affiliates or to consortium partners or their respective employees, directors, agents and/or advisors, to the extent necessary for the PO and provided that they are similarly bound by undertakings of confidence, restricted use and non-disclosure. Further, nothing contained herein shall prevent disclosure of confidential information (i) with a view to complying with the requirements of any applicable law and/or an order of the court or arbitral tribunal or (ii) to the extent necessary to resolve a claim or dispute pursuant to Clause 21 (Dispute Resolution), or to the extent necessary for the Buyer to resolve a claim or dispute with third parties and/or insurance claims.
- 17.4. Except where provided otherwise in the PO, upon expiry or termination of the PO, Supplier shall, if so requested in writing by the Buyer, immediately return to the Buyer or destroy all confidential information.
- 17.5. In case of breach, Buyer is entitled to take suitable punitive action against the Supplier, all charges of which needs to be borne by the Supplier.

18. Liability

Supplier shall be liable to the Buyer, whether in contract, tort, strict liability, or otherwise, for loss of use, loss of goodwill or reputation, loss of savings or profit, loss of revenue, loss of contract, or for any indirect loss or damage suffered by the Buyer. For the avoidance of doubt, the foregoing is without prejudice to the Supplier's liability to pay pre-agreed liquidated damages and the foregoing exclusion of liability shall not apply to and shall therefore not serve as an exclusion or limitation of liability (i) in relation to any indemnity obligations of the Supplier or (ii) in the event of gross negligence or willful misconduct.

NOTWITHSTANDING THE FOREGOING, THE SUPPLIER AGREES THAT THE BUYER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE)) HEREUNDER FOR ALL DAMAGES, UNDER OR IN CONNECTION WITH APPLICABLE PO, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR GOODS UNDER THIS PO SHALL NOT EXCEED THE FIFTY PERCENT (50%) OF THE TOTAL PRICE STATED IN THE PO UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, NO CLAIM AGAINST THE BUYER MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE FACTS GIVING RISE TO SUCH CLAIM HAVE ARISEN. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSIONS OF DAMAGES IN THIS CLAUSE FORM AN ESSENTIAL BASIS OF THIS PO BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

16. Indemnity

- 16.1. The Supplier shall defend, indemnify and hold harmless Buyer, from and against any and all direct or any indirect, special or consequential loss, damage, loss of profit, cost, expenses or other claims (whether caused by the negligence of the Supplier, its agents or employees or otherwise) which arise out of or in connection with the breach of PO terms and conditions including delayed supply of Goods, lien on Goods, quality of Goods or breach of any applicable law.

16.2. Supplier shall indemnify and hold harmless Buyer and its directors, officers, employees, agents and end users, against any and all losses, liabilities, judgements, awards and costs and expenses arising out of or related to any claim that the use or possession of the Goods infringes the patent, copyright, trade secret or other proprietary right of any third party. Supplier shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that the Buyer gives Supplier prompt notice of any such

claim. If the Goods are held to be or is believed by Supplier to infringe a third party intellectual property right, then Supplier shall at its sole discretion: (a) obtain for Buyer the right to continue to use the Goods, or (b) replace or modify the Goods so as to made them non-infringing or if neither of the above are feasible, terminate the PO for the infringing items of the Goods and reimburse the Buyer for the fees paid for those items.

20. Communication and Notices:

20.1. All communication and notices to either party can be sent at address mentioned on the PO. All correspondences shall be done in English Language only. Correspondences exchanged over registered email ID, registered post will be part of this PO and would be considered sufficient and valid. Any change of address or contact details shall be informed to the Buyer on receipt of PO or as soon as there is any change.

20.2. All correspondences shall be replied within 7 days from the date of receipt of such communication.

21. Dispute Resolution

21.1. The PO shall be governed by the law of India. All disputes arising out of or in connection with the PO shall be settled by litigation and the courts in Pune shall have the exclusive jurisdiction without regard to any conflict of laws.

22. Intellectual Property Rights

22.1. The Supplier agrees that all Goods supplied, documents, and information, including drawings, specifications, and other data provided by the Buyer in connection with the PO, shall remain at all times the property of the Buyer or its affiliate(s). The Supplier may only utilize them for the purpose of fulfilling the delivery of Goods under this PO.

22.2. Furthermore, Supplier acknowledges that Supplier shall not claim any right, title or interest on the Goods supplied to the Buyer. Supplier shall not be entitled to make use of or refer to any trademark, trade name, patent, design, copyright or other intellectual property right of the Buyer or its affiliates.

23. Environment

23.1. Supplier shall achieve exemplary environmental performance in all areas of operations and thereby meet all statutory requirements. Supplier undertakes to comply with the applicable requirements in ISO 14001 Environmental Management Systems standards, or such equivalent standards as are specified by Supplier and agreed with Buyer. The vehicle carrying the Goods

ordered by the Buyer must have valid PUC certificate, RT/TC book and the driver should have valid driving license.

- 23.2. The Buyer reserves the right to deny entry in its premises, if above conditions are not met. Supplier shall ensure that all conditions, standards, process etc., prescribed are followed to meet the energy requirements. The Supplier shall ensure that all safety norms, environmental regulations and energy regulations are duly fulfilled when they perform the services at the Buyer's premises. They shall also ensure that all policies, rules and regulations relating to the environment, energy and safety of the Buyer are adhered to at the respective Buyer's premises. In case of any clarifications from the Supplier on applicable safety norms, environmental regulations, energy regulations, the Supplier is required to contact Buyer's technical contact.
- 23.3. The Goods supplied by Supplier to the Buyer shall not include any arsenic, asbestos, lead or any other hazardous and/or contaminated substances, elements or waste of any kind that are restricted by law or regulation at the place of origin and/or any temporary and/or final destination of the Goods or any part thereof pursuant to the PO, or by good international power engineering practice.
- 23.4. The Goods are in strict compliance with all applicable EHS requirements, and in case of conflict between different EHS requirements, the most stringent standard shall apply.
- 23.5. In addition to the above terms and conditions, the Supplier shall adhere to the standards and requirements regarding sustainability and environmental protection as specified under the applicable laws.

24. Termination

- 24.1. The Buyer shall have the right to cancel the PO if Supplier commits a material breach of any or all of its obligations thereunder:
 - Any breach and fails to cure such breach within seven (7) working days following receipt of written notice specifying the breach. Termination shall be effective upon expiration of the seven (7) working days period;
 - breach of applicable by law, including supply of any hazardous and/or contaminated substances;
 - the Supplier does not begin performance in a timely manner, fails to make progress as per the PO, or is otherwise in delay and fails to provide adequate assurances that delivery of the Goods in accordance with the PO will occur in a timely manner as per the PO;
 - the Supplier becomes bankrupt or insolvent, makes an arrangement with its creditors, has a receiver or administrator appointed, commences winding up or similar proceedings or ceases or threatens to cease to carry on business or becomes unable to pay its debts as they fall due.
- 24.2. The Buyer may terminate or cancel the PO with immediate effect for convenience with written notice to the Supplier.
- 24.3. Upon termination, the Buyer is entitled to a prompt refund of any advance payment made to the Supplier, including all costs, expenses, damages and loss incurred by the Buyer as a result of or in connection with the termination and/or the Supplier's default.
- 24.4. Both parties shall have no further obligations post-termination, except as expressly stated herein or as agreed otherwise.

25. Suspension

The Buyer may at any time instruct the Supplier to suspend the performance of the PO or portion thereof by giving notice to the Supplier. In such case, the Supplier shall (i) discontinue performance under the PO to the extent specified in the suspension notice, (ii) other than to the extent required in the suspension notice, place no further orders or subcontracts with respect to the suspended part of the PO, (iii) take all other reasonable steps to minimise costs associated with the suspension. Except where the Buyer has suspended for the Supplier's breach and/or Force Majeure, if and to the extent that the suspension exceeds three (3) months, the Buyer shall reimburse the Supplier for the direct costs (excluding any profit element) attributable to the suspension which are incurred during the suspension period, provided that the same are reasonable and properly evidenced in writing by the Supplier. The Supplier shall be entitled to no other payment or compensation during the period of the suspension or as a consequence of the suspension. Except as expressly provided in Clause 16 (Force Majeure) and this Clause 24, any suspension of the PO by the Supplier shall be deemed a wilful breach of PO.

26. Miscellaneous

- 26.1. This arrangement is on a non-exclusive basis and does not prevent the Buyer from availing similar goods/services from any other person or party.
- 26.2. The Supplier shall comply with, and ensure that its employees, agents, contractors and subcontractors comply with the Buyer's "Supplier Code of Conduct" published by Buyer from time to time and all applicable laws, regulations and ordinances at all times. The Supplier shall oblige all its sub-suppliers to recognize and respect the requirements of this Code of Conduct.
- 26.3. Supplier shall ensure full compliance with all applicable anti-bribery and anti-corruption laws. Supplier shall not offer or pay any bribes (including any offer to provide improper gifts or entertainment or facilitation payments) to secure or retain a business advantage (for the benefit of Suppliers or for the benefit of Buyer). Supplier further agree that it shall not offer or pay any bribe to any person (including to any government official or any employee of Buyer or relative of the Buyer officials) in connection with any aspect of the performance of services or supply of goods to the Buyer.
- 26.4. Buyer expects Supplier not to directly or indirectly engage in money laundering, terrorist financing activities, tax evasion or fraud, or conduct that violates anti-money laundering laws by accepting, transferring, converting or concealing money obtained from criminal activities or related to terrorist financing.
- 26.5. Supplier shall comply with all applicable International Trade Control and export and import laws and regulations of all countries in which it operates.
- 26.6. In no event shall the Supplier's general terms and conditions or other terms of whatever kind apply (whether the same are in addition to or in lieu of any provision set forth in the PO) unless the Buyer has expressly agreed thereto in writing. Should a conflict arise between the terms and conditions contained in this PO and any agreement executed by the Buyer in effect, the terms and conditions of such agreement shall prevail.
- 26.7. The obligation under the applicable PO shall not be subcontracted in whole or part without the Buyer's written approval. Supplier remains primary liable for the subcontractor work or actions. Supplier shall not have the right to assign its rights and/or obligations hereunder absent Buyer's prior written consent.
- 26.8. The invalidity in whole or in part, of any of the provisions of the PO shall not affect the remainder of such provision or any other provision of the PO. To the extent allowable under the law applicable to the PO, the parties agree in good faith to replace any such invalid provision by a lawful provision having proximate economic effect.
- 26.6. Except where the PO expressly states otherwise, any amendments, alterations or variations to the PO shall be binding only if in writing and signing by duly authorised representative(s) of the parties.