

## **GENERAL TERMS AND CONDITIONS**

The following General Terms and Conditions (the "**Terms**") govern the use and sale of all Products and Services (*as defined hereinbelow*), set forth in the applicable sales quote that references these Terms. These Terms are binding upon the buyer identified below ("**Customer**") and Rexel India Private Limited ("**Rexel**"). Customer and Rexel are referred to herein individually as a "**Party**" and jointly as the "**Parties**".

### **1. DEFINITIONS:**

- 1.1 "**Affiliate(s)**" means an affiliated entity controlling, controlled by, or under common control with a Party. As used in this definition, the terms "control," "controlled," or "controlling" mean the direct or indirect possession of more than 50% of the voting securities, or equity in such a business entity.
- 1.2 "**Confidential Information**" means any and all written financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, and customer information) of Rexel. Customer acknowledges and agrees that Rexel's Confidential Information is the proprietary property of Rexel, its Affiliates, business partners or customers, as applicable, and constitutes valuable trade secrets. Nothing herein shall be construed as granting the Customer any right of use, title or interest in Rexel's Confidential Information.
- 1.3 "**Supplier**" shall mean original equipment manufacturer with respect to the Products (as defined herein) under these Terms.
- 1.4 "**Pre-existing Intellectual Property**" means all work product created, conceived, developed or first reduced to practice by Rexel prior to Rexel's commencement of the Services provided pursuant to these Terms, including, without limitation, designs, inventions, improvements, processes, computer programs, software, source code, object code, graphics, pictorial representations, user interfaces, functional specifications, reports, spreadsheets, presentations and analyses.
- 1.5 "**Product(s)**" means all products that are specifically identified in the applicable Purchase Order and Sales Quote (*as defined hereinbelow*) along with all Documentation relating to such products.
- 1.6 "**Purchase Order**" means either a (i) purchase order; or (ii) if previously agreed to in writing by Rexel and Customer, a signed copy of the sales quote executed by a duly authorised Customer representative.
- 1.7 "**Sales Quote**" is a proposal containing the description of and pricing related to (i) Product(s) to be resold by Rexel and/or (ii) Services (*as defined hereinbelow*) to be provided to the Customer as per the terms and conditions set forth under these Terms.
- 1.8 "**Service(s)**" means on-site trial support, commissioning support services, consultancy services, professional services provided by Rexel pursuant to these Terms as requested by Customer and described in a SOW (*as defined below*) to be mutually agreed upon in writing and signed by both Parties.
- 1.9 "**Statement of Work**" ("**SOW**") means a document executed by both Parties which sets forth the description and scope of the Services to be performed by Rexel under these Terms. The pricing applicable to SOW will be addressed in a Sales Quote.

### **2. PURCHASE OF PRODUCTS:**

The Customer shall raise a Purchase Order, the same will be binding and irrevocable once issued by the Customer and accepted by Rexel in writing. Each Purchase Order submitted by Customer is subject to acceptance by Rexel. Rexel may at its sole discretion, accept or reject any Purchase Order placed by Customer and no Purchase Order will be binding upon Rexel unless accepted by an authorised Rexel representative. Acceptance may be evidenced by way of electronic or paper-based Purchase Order acknowledgement or by such other means as may be specified by Rexel from time to time. In case of any change in scope of Products or Services shall be documented and mutually agreed upon by the Parties in a change order ("Change Order"). Change in scope will also cause increase in pricing structure of Products and/or Services.

### **3. DELIVERY TIMES AND DELAY:**

- 3.1 Rexel shall ship and deliver the Products to the Customer's specified place of delivery using a carrier selected by Rexel; provided, however, that Customer shall be responsible for clearing any necessary customs with respect to the Products, shipping, handling, custom, insurance and similar other charges incurred by Rexel or as otherwise agreed to as evidenced by Rexel's acknowledgment. In all cases title transfers to Customer upon the earlier of Rexel's delivery to Customer or receipt of first carrier for transport to Customer, except that title to all intellectual property rights associated with the Products remains with Rexel. The Customer shall bear the risk of loss, damage, and destruction from every cause once the Products have been delivered to the carrier. Delivery shall be effected on any working day between 10 am to 5:30 pm only. The Customer shall unload and inspect the Products upon delivery and shall notify Rexel of any defect or damage to the Products or of any claim arising hereunder within three (3) days of the delivery of the Products to Customer. The Customer's failure to advise Rexel of any defect, damage, or claim within this three (3) day period shall release Rexel and the carrier from any liability for damages related thereto.

- 3.2 Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from the Customer. Rexel disclaims all liability for late delivery. Where applicable, prepaid shipping and handling charges will be billed as a separate invoice item.

#### **4. RETURNS AND CANCELLATION**

All requests for returns or cancellations must be made in writing. Orders once placed by the Customer will not be cancelled except in the case of exceptional circumstances which are to be determined by the Customer at its sole discretion. In such a scenario cancellation charge will be applicable as communicated by Rexel on case-to-case basis. No claim in relation to damaged goods or shortage of volume, length, quantity or weight may be made unless such claim is made by the Customer in writing to Rexel within seven (7) days of receipt of the product by the Customer. Rexel's only liability for any such loss or damage shall be in its sole discretion, to replace or repair Products lost or damaged or pay for such Products to be replaced or repaired. Products may be returned for credit only after the written consent by Rexel and within sixty (60) days from the date of original invoice. In all cases the original invoice must be quoted and return freight must be prepaid by the Customer. Rexel reserves the right to charge a restocking fee on Products accepted by credit. All goods returned for credit must be in their original pack and in re-saleable condition. Products specifically ordered by Rexel for the purchase will not be accepted for credit. Rexel reserves the right to impose special conditions on the return of cable.

#### **5. SERVICES:**

- 5.1 Each SOW shall define the specific Services to be provided, work schedule, location of Services and other particulars that shall govern the Services under such SOW. Each SOW shall be deemed to incorporate all the provisions of these Terms and may contain such additional terms and conditions as the Parties may mutually agree.

#### **6. SUPPLEMENTAL TERMS AND CONDITIONS:**

To the extent Supplier (or Supplier related party, sub-contractor, or other entity designated by Supplier) is involved in the on-site performance, delivery or installation of a Product sold by Rexel, these Terms shall be read directly or by reference any supplemental terms and conditions associated with any such on-site performance, delivery or installation as may be required or otherwise specified by Supplier. In connection with any sale of non-standard products by Rexel, these Terms must incorporate the entire statement of work issued and approved by the Supplier.

#### **7. PRICING AND FEES:**

- 7.1 The prices shall be subject to revisions basis the change in pricing by the Supplier. Prices quoted by Supplier shall be binding on Rexel and Customers.
- 7.2 To ensure timely payment of invoices, it is imperative for the Customer to follow the invoicing instruction and documentation requirements properly. The payment shall be due as per the terms of the Purchase Order. The Product(s) purchase price shall be specified in a Sales Quote. Any Sales Quote from Rexel shall be valid for thirty (30) days from the date of the quotation, unless otherwise specified. Rexel cannot guarantee Product pricing beyond the expiration date of any Sales Quote. The Customer is responsible for all shipping and handling fees unless otherwise stated. Additional charges for special maintenance services may apply.
- 7.3 All prices are exclusive of any tax, fee, duty or governmental charge, however designated, levied or based on Products and Services. The Customer agrees to pay all taxes or provide to Rexel a certificate of exemption acceptable to the appropriate taxing authority.
- 7.4 In case of a default of any outstanding amount, Rexel reserves the right to charge interest at the rate of 24% per annum and/or take any appropriate legal action and terminate all business with the concerned Customer (including these Terms) if the issue is not settled amicably.
- 7.5 In addition to the above, Rexel shall be entitled to withhold all payments due and payable as per these Terms by Rexel to Customer.
- 7.6 The Customer will not be entitled to set off any unpaid amounts from the fees which it deems are owed by Rexel under these Terms.
- 7.7 Any Purchase Order issued pursuant to a Sales Quote with payment to be made in installments (including orders for multiple year terms paid annually) is a binding commitment by Customer to make timely payments according to the payment schedule indicated on the Sales Quote.

#### **8. WARRANTIES:**

- 8.1 Rexel warrants that material supply under the Purchase Order will be as per the specifications, drawings, samples, or other description furnished by Rexel.
- 8.2 Rexel confirms that the materials supplied are manufactured as per their internal quality standards, are free of defects, and are best suited for the intended application.
- 8.3 Warranty period on the Products supplied will be twelve (12) months from the date of installation or eighteen (18) months from the date of invoicing, unless and until specified otherwise in the Purchase Order.
- 8.4 The warranty satisfaction is available only if –
- i. Rexel is provided prompt written notice of the warranty claim and

- ii. Rexel's examination discloses that any alleged defect has not been caused by mistake, neglect, improper installation, operations, maintenance, repair, alteration, modification other than Rexel, accident or unusual deterioration or degradation of Product or parts thereof due to physical environment or electrical or electronic noise environment
- 8.5 Rexel acts as a distributor of the Products and cannot under any circumstances be held responsible for the accuracy of the characteristics of shape, dimensions, weight, performance, function specifications and, more generally, for any technical characteristics of the Products indicated in catalogs, prospectuses, price lists, advertising material issued by Rexel, irrespective of the medium used in the same. This information is provided for guidance only and may be modified at any time without notice. In addition, Customers are advised that Rexel may use automated approaches, including the use of AI capabilities, to improve the quality and completeness of technical product data. The Customer shall in any event always refer to the Supplier's instructions and any other information attached to or displayed on the Product or its packaging.
- 8.6 EXCEPT AS OTHERWISE STATED IN THESE TERMS, REXEL MAKES NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR WARRANTIES OF ANY PRODUCTS OR SERVICES, OR THE APPROPRIATENESS OF THE CUSTOMER OR ANY THIRD-PARTY SPECIFICATIONS. IN ADDITION, REXEL EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO DESIGN OR LATENT DEFECTS, SECURITY OF DATA, OR COMPLIANCE WITH LAWS, REGULATIONS, OR OTHER OFFICIAL GOVERNMENT RELEASES APPLICABLE TO THE CLIENT, WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER.

**G. CONFIDENTIALITY:**

- 9.1 Confidential Information provided under these Terms by Rexel to the Customer shall be used only for the purpose for which it was provided and shall be disclosed only to those employees and Affiliate(s) of the Customer with a "need to know" such Confidential Information who are bound by a written agreement. The Customer shall be responsible for any disclosure of Confidential Information by any employee or Affiliate of the Customer. Any use or disclosure that is not expressly provided for in these Terms is prohibited. The Customer shall use the same degree of care to avoid disclosure or use of Confidential Information as it employs with respect to its own proprietary information, and in any event shall take all precautions that are reasonably necessary to protect the security of its own Confidential Information.
- 9.2 Each Party further agrees that within thirty (30) days of the completion of the discussion or work associated with any particular Confidential Information or upon request of Rexel, the Customer and its Affiliates will return or securely destroy (at the Customer's election) all electronic or tangible items in their possession containing any of the Customer's Confidential Information without retaining copies of the items required to be returned. The confidentiality obligations under this clause shall survive during the Term of these Terms.

**10. INTELLECTUAL PROPERTY:**

- 10.1 Nothing contained in these Terms shall be deemed to be a grant of any right, title or interest in respect of any Pre-existing Intellectual Property rights of Rexel to the Customer.
- 10.2 Rexel shall grant the Customer a limited license to use required and relevant Pre-Existing Intellectual Property owned by or licensed to the Customer in accordance with Supplier's standard license terms only for the purpose of these Terms. Such shall get terminated upon termination or expiry of these Terms.
- 10.3 Rexel will not be liable for any Intellectual Property claims where such Intellectual Property claims arises from:
  - (a) compliance with the Customer's specifications, directions, information, designs or requirements; or (b) use of the Products in a Customer or any third party process; or (c) combinations with other equipment, hardware, software or materials not supplied by Rexel; or (d) the Customer's failure to comply with Rexel's instructions related to usage of Products.

**11. INDEMNIFICATION/LIABILITY:**

The Customer unconditionally and irrevocably agrees to indemnify, defend and hold harmless Rexel, its Affiliates and officers, agents, employees, successors, assigns and authorised representative from and against any and all suits, charges, liabilities, losses, liabilities, claims, demands (including, without limitation, reasonable attorney's fees and the expenses of other professionals) (collectively the "Claims") as incurred by the Company, directly or indirectly arising out of or in connection with:

- a) breach of any of the conditions of these Terms or any SOW by the Customer, including, but not limited to breach of any obligations including without limitation to confidentiality obligations;
- b) the Customer's failure to comply with applicable laws, rules, regulations, guidelines, or policies, including policies of Rexel or of Supplier's or breach or violation of third-party rights including Intellectual Property Rights;
- c) negligence or misconduct by the Customer resulting in personal injury or damage to property;

This indemnity will survive termination of these Terms.

## **12. LIMITATION OF LIABILITY:**

IN NO EVENT, SHALL REXEL BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF REVENUE OR BUSINESS PROFITS, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE CUSTOMER AGREES THAT REXEL'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE)) HEREUNDER FOR ALL DAMAGES, UNDER OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE PRODUCTS AND SERVICES FOR PRECEDING SIX (6) MONTHS UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, NO CLAIM AGAINST REXEL WILL 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 12 FORM AN ESSENTIAL BASIS OF THESE TERMS BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

## **13. TERM AND TERMINATION:**

These Terms shall commence on the Effective Date and remain in force unless terminated as provided herein. Rexel shall have the right to terminate these Terms or any SOW upon thirty (30) days prior written notice to Customer. Either Party may terminate these Terms in case of any material breach of these Terms and the same remains uncured for thirty (30) days after notice of the breach has been provided. The Customer shall remit to Rexel any unpaid fees and expenses for any Products and/or Services delivered through the effective date of termination of these Terms and/or SOW.

## **14. MISCELLANEOUS:**

**14.1 Compliance With Laws:** The Customer, its employees and any party acting on its behalf shall ensure full compliance with all applicable anti-bribery and anti-corruption laws. The Customer 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 Customer or for the benefit of Rexel). The Customer further agrees that it shall not offer or pay any bribe to any person (including to any government official or any employee of Rexel or relative of Rexel's officials) in connection with any aspect of the provision of Products or Services to Rexel. Rexel expects Customer 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.

**14.2** In the event of transfer or assignment to a third party of Products supplied by Rexel, the Customer undertakes to comply with and to ensure compliance with the applicable national and international regulations relating to export controls. The Customer also undertakes to comply with - and to ensure that its own customers comply with - the financial/economic sanctions applicable in the context of their commercial relationship, imposed by the United Nations, the United States of America, the United Kingdom, the European Union and its Member States or any national governmental authority. The Customer undertakes not to supply, transfer or resell any Product obtained from Rexel to countries under financial/economic sanctions imposed by the aforementioned authorities or by any other competent governmental authority, where this Product is subject to trade restrictions. For Products subject to trade restrictions under applicable national and international regulations, the Customer undertakes not to directly or indirectly re-export or facilitate the re-export of such Products to countries or areas under trade embargo, in particular Russia and Belarus. The Customer also undertakes to obtain the required authorisations himself, to justify having obtained them, where applicable, and to provide Rexel with all the necessary information to enable it to carry out its obligations. The Customer shall, at Rexel's request, provide it as soon as possible with all information relating to the end customer, the final destination and the end use of the Products supplied by Rexel, as well as any existing export restrictions to enable the authorities or Rexel to carry out export control checks.

Rexel shall be entitled not to fulfill its contractual obligations if national or international regulations or any other mandatory constraints relating to national or international trade, import or export, customs obligations, embargo measures or any other sanctions, export control rules, prevent or contravene the validity or performance of its contractual obligations. The Customer shall indemnify Rexel against all claims, proceedings, actions, fines, losses, and expenses resulting from the Customer's failure to comply with and/or breach of the obligations described above. The Customer shall compensate Rexel for all damages related thereto

**14.3 Force Majeure:** Neither Party will be in default nor be liable for any delay or failure to comply with these Terms (other than any payment of Fees by Customer) due to any act beyond the control of the affected Party, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above or the consequences thereof, which is not reasonably within the control of the affected Party, provided such Party immediately notifies the other. If the event of force majeure continues for a period of more than thirty (30) consecutive days, then either Party may have the option to terminate any affected SOW or these Terms upon written notice of such termination to the other Party.

14.4 **Governing Law:** These Terms shall be construed in accordance with the laws of India. Any dispute/s between the Parties under these Terms shall be subject to the exclusive jurisdiction of Pune courts.

14.5 **Order Of Precedence:** In the event of an inconsistency in these Terms, Sales Quote, SOW, Purchase Order and/or exhibits (if any), the terms set forth in these Terms shall prevail. In no event shall any preprinted terms or conditions found on any Customer Purchasing Order be considered an amendment to or modification of these Terms. Such preprinted terms or conditions, to the extent in conflict with these Terms, shall be considered null and of no effect.