

EXIDE LECLANCHE ENERGY PRIVATE LIMITED

GENERAL TERMS & CONDITIONS OF PURCHASE

1. **SCOPE:** This Purchase Order shall constitute the contract ("Order"). In the event of any terms and conditions given by the Supplier are at variance with these terms and conditions, then these terms and condition shall prevail. However, if there is any valid contract subsisting between the parties then the agreed contractual terms and conditions will supersede the general terms of the order, in event of any conflict or otherwise
2. **ACCEPTANCE:** Supplier shall be bound by the Statement of Work ("SOW") or Purchase Order ("PO") and all of the terms and conditions hereof upon its acknowledgement or acceptance within a period of 1 week from the date of the SOW or PO. ELEPL may cancel the PO if the Supplier has not confirmed acceptance of the order (confirmation) in writing within 1 weeks of receipt. In case, if Supplier without giving written acceptance started supply or supplied the Goods)/services, and ELEPL has opt not to cancel the PO, it shall be treated as the deemed acceptance of these general terms and condition by the Supplier. If the terms of the confirmation vary from the terms of the PO, ELEPL is only bound thereby if it agrees to such variation in writing Any waiver, alteration or modification of the terms and conditions of the SOW or PO, to be valid, must be in writing and signed by the ELEPL or its authorized representative. These Terms and Conditions (hereinafter referred as "Agreement") are non-exclusive in nature and any forecasts, commitments, projections, representation about quantities to be purchased/services to be availed or other estimates provided to the Supplier are for planning purposes only and shall not be binding upon the ELEPL, and ELEPL shall not be liable for any amounts incurred by the Supplier in reliance on such estimates. In case of any conflict between the terms and conditions of the SOW and PO, the terms and conditions of the SOW shall override.
3. **TERM AND TERMINATION**
 - a) Term. This Agreement shall be effective from the effective date of SOW or PO and shall remain in effect unless Supplier receives written notice of termination from the ELEPL.
 - b) Termination for Cause. Notwithstanding any other provision, this Agreement may be terminated by ELEPL, upon written notice to the Supplier, either for ELEPL's convenience and without cause or if the Supplier fails to perform any material obligation contained in this Agreement or there is any breach of representations and warranties or guarantees after giving 15 days' time to remedy such breach. In addition, this Agreement shall be terminated, without notice, if the Supplier becomes the subject of any voluntary or involuntary arrangement, composition, bankruptcy or other insolvency proceeding.
 - c) Effect of Termination. Upon termination of this Agreement for cause, Supplier shall immediately cease any work on behalf of the ELEPL unless otherwise specified by the ELEPL. Notwithstanding the forgoing termination of this Agreement (howsoever occasioned) it shall not affect any accrued rights or liabilities of either Party till the date of termination or such other rights which have been agreed to survive termination.
4. **SPECIFICATIONS.** All goods and services furnished shall be pursuant to a SOW or PO or any written specifications provided by ELEPL to Supplier in writing. No change in SOW or PO shall be made except 1) upon written confirmation by ELEPL, or 2) upon receipt of a modified/amended order or revised specification from ELEPL in writing.
5. **PACKING:**
 - a) Goods processed and supplied against this order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport by road/rail/air/water to the specified destination. In case of dangerous goods, the Supplier shall submit details of packing and transportation plan to Purchaser for confirmation prior to shipment.
 - b) For deliveries involving installation, commissioning or services, the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning or services, the transfer of risk shall be upon receipt by ELEPL at the designated place of receipt.
6. **DELIVERY:** The delivery dates indicated to Supplier for the Goods to be supplied/ Services to be rendered under a Purchase Order are of the essence. Failure by Supplier to meet delivery dates may result in substantial damages to ELEPL due to commitments to its customers and will constitute a material breach of this Order. ELEPL may, at its option take one or more of the following actions: (a) extend the time for delivery; (b) cancel the Order in whole or in part; (c) require Supplier to ship all or part of the Order by prepaid air freight at Supplier's expense until Supplier's deliveries are in accordance with the requirements of the Order (d) to procure similar Goods/ similar Services from any third party or have any third party manufacture the Goods for ELEPL. Supplier shall pay all the costs or damages arising from ELEPL's efforts in seeking similar Goods/ Services from third parties which shall be due and payable within 30 days upon receipt of the ELEPL's notice. ELEPL will not be liable to Supplier for any cost, expenses or loss whatsoever occasioned by a cancellation of the Order. Without prejudice to above, ELEPL may accept late delivery, subject to deduction in payment of 1% of Purchase Order value for every week or part thereof of the delay, towards liquidated damages, subject to 10% of the order value. For establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.
7. **PERFORMANCE BANK GUARANTEE:** Supplier to Submit a performance Bank Guarantee @ 10 % of the total PO value for warranty period of the Goods.

8. **AUDIT, INSPECTION AND TESTING RIGHTS:** Goods ordered here under should be new, merchantable quality, fit for their intended purpose and must conform to ELEPL's specifications or description as mentioned in SOW or PO or any other technical document, if any which has to be approved in advance by the ELEPL. All Goods purchased hereunder are subject to final inspection and approval by ELEPL either at the Supplier's premises or at the place of delivery indicated by the ELEPL, no prior approvals shall be binding upon ELEPL. Goods not accepted will be destroyed in case the Supplier fails to take back the same within a schedule timeline as mentioned in the written communication or returned to Supplier, both at Supplier's expense. Supplier is obligated to replace rejected Goods, except when specifically notified to the contrary by ELEPL. Supplier is also liable to reimburse the Production Price of the End Product failed during the in-manufacturing process due to the actual or alleged defects in the Goods supplied by the Supplier. Whereas (a) "End Product" means battery module/ battery packs manufactured from the Goods supplied by the Supplier (b) "Production Price" shall mean the cost of the (i) supplied Good, or (ii) Non-Disassemble Fabrication increased by the direct cost of assembly. Payment for any Goods/Services hereunder shall not be deemed an acceptance thereof. Payments made to the Supplier for Goods/ Services rejected by ELEPL shall be immediately refunded to the ELEPL or a credit memo shall be issued by the Supplier in favour of ELEPL. All rejected Goods shall be destroyed with appropriate documentation provided to ELEPL as ELEPL may require. Under no circumstances shall Goods rejected by ELEPL, or any portion thereof, be resold to any third party. During the term of any supply arrangements between ELEPL and Supplier, ELEPL, or its designated representative, shall have the right, at periodic intervals and during reasonable business hours, to (1) examine all records of Supplier insofar as they relate to the supply arrangements between Supplier and ELEPL; and (2) inspect, analyze and test (including, but not limited to, cut and open analysis) Supplier's goods and means and methods of production of goods. Such audit, inspection and testing rights of ELEPL shall include rights of access to fields, packing houses, manufacturing facilities and any other facilities owned or operated by Supplier or by third parties who handle or otherwise manage Supplier's goods.
9. **QUALITY ATTRIBUTES TESTS:** At any time and from time to time, at ELEPL's request, the Supplier shall, at Supplier's expense, conduct quality attributes tests in accordance with ELEPL standards and methodology. The Supplier shall report the results of such tests to ELEPL in writing.
10. **SUPPLIER REPRESENTATION AND WARRANTIES:** Supplier represents and warrants that:
- Supplier and Supplier's employees are fully licensed and certified as customary or required by law or industry practice.
 - Supplier has already done and shall continue to do pre-employment screening and background verification of all its employees to check for any criminal antecedents, activities, criminal convictions before they are deployed at ELEPL's locations. Supplier shall not engage any such person with criminal background for rendering the services at ELEPL premises. Further the Supplier shall also ensure that its employees if deployed at ELEPL's premises shall maintain the confidentiality of the information, data, records etc. shared by ELEPL to such employee, in this regard the employee of the Supplier shall sign a separate Non-Disclosure Agreement with ELEPL and adhere to the same to maintain the Confidential Information of ELEPL
- Supplier expressly warrants that all Goods covered by this order will be in strict accordance with all of ELEPL's specifications or descriptions, and will be of good material and workmanship, and free from all defects whatsoever. This warranty shall be in addition to any other warranty given to ELEPL by Supplier or provided for by law including implied conditions as to quality or fitness.
- No Goods sold hereunder shall infringe upon the intellectual property rights or interests of any third party. Any attempt by Supplier to limit liability or to restrict, exclude or modify the application of warranties provided for by law shall be of no effect.
 - The said goods/services delivered by the Supplier shall be identical to the sample specification given by the Supplier.
 - ELEPL reserves the right to inspect the Goods or Services at any time prior to acceptance. However, ELEPL's inspection or failure to make inspection, acceptance or payment of purchase price, or both, shall not limit, waive or terminate any warranties, express or implied.
 - If Goods / Service do not conform to the above warranties, ELEPL may, at its option and in addition to other remedies, require re-performance of Services or re-supply of Goods, as the case may be, credit or refund, as ELEPL will direct.
 - Supplier will reimburse the ELEPL for all costs and expenses in connection with the defective or otherwise nonconforming Services
11. **NO EMPLOYEE SOLICITATION:** During the Term of this agreement and for one (1) year after expiry/termination of this agreement, Supplier shall not directly or indirectly, in any capacity induce or attempt to induce any officer, director, employee, consultant or contractor to terminate his/her relationship with the ELEPL.
12. **CONFIDENTIALITY**
- The Supplier shall cause its employees, agents and representatives (collectively, "Supplier Parties") to treat as confidential all information and data, of whatever nature, relating to ELEPL, including (but not limited to) Specifications, ELEPL's operations, policies, procedures, techniques, accounts, personnel, other contractors and customers, disclosed by ELEPL or used by ELEPL in carrying on its business, as well as all proprietary information of ELEPL (collectively, "Confidential Information").
 - Non-disclosure. The Supplier and shall cause Supplier Parties not to disclose any Confidential Information to any third party. The Supplier and Supplier Parties shall disclose Confidential Information to Supplier Parties only to the extent that such Supplier Parties have a need to know such information in connection with the performance of Supplier's obligations under its supply arrangements with ELEPL.
 - Return of Materials. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by ELEPL to the Supplier, and all copies thereof which are in the possession of Supplier or

Supplier Parties, shall be and remain the property of ELEPL and shall be promptly returned or destroyed as and when directed by ELEPL. If requested by ELEPL, upon such return or destruction, Supplier shall certify in writing that all Confidential Information and any copies thereof have been returned or destroyed.

13. PAYMENT:

- a) **Payment:** ELEPL shall pay the undisputed invoice only upon receipt of the Goods) as per the specification as set forth in the SOW or PO. Prices set forth in a SOW or PO are complete and include, unless otherwise specifically provided in the Contract, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. No additional charges of any type shall be added without the ELEPL's express written consent. No interest or other charges shall be owed by ELEPL with respect to any SOW or PO or invoice, whether claimed by reason of late payment or otherwise. Payment of any invoice by the ELEPL does not affect ELEPL's right to exercise any remedy for breach of the Contract. The due date for any payment shall be 60 days after receipt of a correct and undisputed invoice unless agreed otherwise in (i) Purchase Order payment term or (ii) as per any law in force.
- b) **Statutory Compliance:** The invoices should be in compliance with all applicable law in force at all times.
- c) **Deductions.** ELEPL may deduct from any payments to the Supplier any amounts owed by the Supplier to the ELEPL under the Contract including, without limitation, any damages for breach to which the ELEPL is entitled, any charges or penalties for non-compliance with the ELEPL's requirements, and any amounts otherwise owed to the ELEPL under the present PO/SOW or earlier PO/SOW.
- d) **Balances Owed by the Supplier.** In the event that the Supplier owes ELEPL any amounts, the Supplier agrees to pay such amounts to ELEPL as mentioned in the written communication from ELEPL.

14. **INDEMNIFICATION:** Supplier agrees to defend, indemnify, and hold harmless ELEPL, and its directors key managerial personnel, employees officers and customers from and against any and all proceedings, demands, losses, liability, damages, costs, attorneys' fees or other expenses incidental thereto of any kind and nature whatsoever arising out of or relating to (i) any claims or suits for violation of intellectual property rights, (ii) non-compliance with statute, (iii) bodily injury or death to any person (iv) any loss or damage to or destruction of property, (iv) breach or nonfulfillment of any of the terms and conditions of this document, or SOW including any express or implied warranties or obligations of Supplier including any Claim, brought by a third party asserting matters which, if true, would result in such a breach or non-fulfilment (vi) any fraud, negligence, willful misconduct, intentional acts or omissions of the Supplier or Supplier's personnel as finally adjudicated by the court of competent jurisdiction, , (In the event of any claim, demand, action or proceeding being commenced against ELEPL by reason of any of the above matters, ELEPL agrees to give Supplier prompt written notice thereof, Supplier agrees to assume the defense of any and all such claims and suits and will pay all costs and expenses, including attorneys' fee incidental thereto. The indemnity in this clause is a continuing indemnity and survives termination or expiration of this order.

INSURANCE:

- a) Supplier shall obtain and maintain in effect at its own cost and expenses following Insurance(s)
 - i. Employees' Compensation Act Insurance or the Employees' State Insurance.
 - ii. Commercial General Liability Insurance (CGL) including Product liability insurance as applicable to accidents or occurrences resulting in total or in part from the use, storage or condition of Supplier's products, either by means of a broad form Supplier's endorsement with ELEPL named as additional insured, or by directly naming ELEPL on the policy itself.
 - iii. Public Liability Insurance if CGL does not cover this statutory insurance.
 - iv. Marine/Transit Insurance covering transit of all goods from the Supplier's factory/warehouse to ELEPL's factory.
- b) Above Insurance coverage shall be in an amount and with an insurer satisfactory to ELEPL.
- c) Supplier shall furnish to EIL, copies of all insurance policies and shall always keep the same valid and subsisting.
- d) The Supplier shall obtain such insurance before signing off this Agreement. The insurance obligations of Supplier herein shall survive the completion or termination of any Purchase Order under the Contract. The purchase of insurance and furnishing of any certificates shall not limit Supplier's obligations hereunder.
- e) In the event of recall or other condition requiring indemnification of ELEPL, Supplier shall comply completely will all requirements of ELEPL and provide such information and assistance as ELEPL may require without additional payment.

16. OWNERSHIP:

- a) Unless otherwise agreed in writing, All rights, title, and interest in and to the Services described in the SOW ("Work Product"), including all the tangible copies thereof, shall belong exclusively to the ELEPL and the ELEPL will be the exclusive owner of all intellectual property rights which may be applicable to the Work Product, including without limitation all designs, copyrights, patents, source code, object code, trade secrets, trademarks, service marks, trade dress and other similar rights and all present and future rights of any kind pertaining to all such Work Product whether or not such rights are now known, recognized or contemplated, together with any related goodwill (collectively, "Intellectual Property Rights"). Supplier hereby assigns all work product and its underlying intellectual to the ELEPL. During and after the term of this Agreement, Supplier will provide the ELEPL with all assistance reasonably required to perfect any such rights, title, and interest the ELEPL 's ownership of the Work Product. Supplier shall not (a) file any application for registration of such Intellectual Property Rights; and (2) supply any product manufactured with such

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Intellectual Property Rights to any third party.

penalty as per the applicable laws, without prejudice to any other remedies available to the ELEPL. Furthermore, the payments will be released to you only after all the relevant documents as required by ELEPL and the statutory authorities to receive the tax input credit has been duly submitted by Supplier to the ELEPL.

- b) The Supplier shall assign to the ELEPL all rights to use and exploit (make, sell or offer for sale), as ELEPL sees fit, any intellectual property rights (e.g., patents, designs) belonging to the Supplier or its affiliates, if any, in relation to the processed goods/products supplied by the Supplier against this PO.

REMEDIES AVAILABLE FOR BREACH: The ELEPL Remedies for Breach.

- c) If the Goods, Work Good or Services, in whole or in part, is held to be constitute an infringement of any rights of the Intellectual Property Rights of a third party, and their provision or use by ELEPL as permitted under this document or SOW is enjoined or prevented, in whole or in part, by a court order whether interim or otherwise, judgment or decree, then the Supplier shall, at its own and sole expense, use all best efforts to achieve one of the following alternatives within a period of 30 (Thirty) days from such court order:

- a) In the event of any breach of the Agreement by the Supplier and subject to the other terms of the Agreement, the ELEPL may at any time, as to any or all Goods, without authorization from Supplier and in addition to any other remedies ELEPL may have:

- Procure for Licensee the right to continue using the affected Goods, Work Product or Services as per the terms of the SOW; or

- i. Accept Goods.
- ii. Cancel any Purchase Order.
- iii. Reject and return Goods to the Supplier at Supplier's expense.
- iv. Refuse to receive Goods.
- v. Revoke a prior acceptance of Goods and return Goods to Supplier' at Supplier's expense; and/or
- vi. Rectify the defect in the Goods on its own at Supplier's expenses.
- vii. In the event the breach is an early shipment of Goods, reject and return the Goods to Supplier' at Supplier's expense to be held by Supplier' for the ELEPL until the original date specified.

- Modify, replace, or amend the affected Goods, Work Product or Services so that it/they no longer constitute an infringement without affecting the technological efficacy of the said Goods, Work Product or Services

- b) The remedies herein reserved shall be cumulative and in addition to remedies provided by law or in equity.

- d) If the Supplier is unable to secure either options under clause 14(c) then the Supplier shall indemnify and hold harmless ELEPL and its successors, assignees, agents, contractors and customers against any and all damages, loss, cause of action, attorney fees, arising from a third party's claim, administrative fine, cost expenses or any other damages based on any actual or alleged infringement of intellectual property rights in connection with the said Good, Work Product & Services.

- c) In no instance will the ELEPL be liable to the Supplier more than the actual Purchase Order cost, less applicable discounts, and other deductions. Furthermore, the ELEPL will not be liable to Supplier for any punitive, special, incidental, or consequential damage of any kind.

20. CHOICE OF LAW. This Agreement will be governed by and construed in accordance with the substantive laws of India without reference to any conflicts of law principles thereof. Exclusive jurisdiction and venue of all disputes arising out of or relating to this Agreement shall be in any court of Prantij/Ahmedabad.

17. COMPLIANCE WITH LAWS: The Supplier shall comply with all applicable federal, state and local laws, rules and regulations with respect to the products to be furnished hereunder. Suppliers of materials identified as "hazardous" by any Indian government agency and which may be part of this order must provide ELEPL's Material Safety Data Sheet or equivalent. Labeling requirements for materials must include a minimum of: Product identity, Name and Address or Manufacturer and/or Distributor, required Hazard information and warnings. Supplier shall assure that all Goods or Services conform to legal and regulatory requirements at point of ultimate sale upon advice by ELEPL of the location of such sale.

21. DISPUTE RESOLUTION: Each party shall appoint one or more responsible persons to administer this Agreement. In the event of a dispute, those persons shall work in good faith in to resolve the dispute during the course of thirty (30) days. If a resolution cannot yet be concluded during that 30-day period, it shall be settled by binding arbitration through a sole arbitrator mutually appointed between the Parties and shall be governed by Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be in Gandhinagar in case of Domestic Supplier or Mumbai Center for international Arbitration ("MICA") in case of International Supplier. The proceedings shall be conducted in English.

18. TAXES: It is to be noted that Supplier are required to discharge all the taxes, cess and duties including but not limited to GST which are charged on an invoice/claimed from ELEPL and payable to the Government on their respective due dates. Supplier are also required to ensure complete compliance in this regard as per the applicable law in force in India. In the event of any default, noticed by ELEPL in adhering to the aforementioned obligations, either from its own enquiry or from an enquiry from any statutory authority or on account of any disallowance of any input tax credit to ELEPL, ELEPL reserves its right to recover or deduct the tax amount so defaulted along with interest and

22. FORCE MAJEURE

- a) ELEPL shall be under no liability for failure to accept the deliveries of goods, if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or pandemic, epidemic, or transportation embargoes, civil commotion, riots, violence, acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the Purchaser.

- b) Such occurrences shall be informed in writing by the

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Supplier.

compensate ELEPL for the loss suffered by ELEPL due to any environmental violation, and pay liquidated damages suffered by the ELEPL

23. CODE OF CONDUCT:

- a) The Supplier is obliged to comply with the applicable legal systems in force. In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health & safety of its employees. The Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers. The supplier should practice national and international competition laws and not to participate in price fixing, bid rigging with competitors. The supplier shall avoid conflict of interest that can influence business relationship and use of raw materials which directly or indirectly finance armed groups who violate human rights
- b) The Supplier shall provide the necessary organizational instructions and take measures, particularly with regard to the following security: premises security, packaging and transport, business partner, personnel and information - in order to guarantee the security in the supply chain according to the requirements of respective internationally recognized initiatives. The Supplier shall protect the goods and services provided to the Purchaser's customer or provided to third parties designated by the customer against unauthorized access and manipulation. The Supplier shall only deploy reliable personnel for those goods and services and shall obligate any sub-suppliers to take equivalent security measures
- c) In addition to other rights and remedies the ELEPL may have, ELEPL may terminate the purchase order issued thereunder in case of breach of these obligations by the Supplier. However, if Supplier's breach of contract is capable of remedy, ELEPL's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by ELEPL.

24. ENVIRONMENTAL PROTECTION HEALTH AND SAFETY:

- a) Supplier shall comply with the latest and valid environmental protection laws and regulations and technical standards, including but not limited to, RoHS, REACH, laws and regulations governing pollution prevention and disposal of waste, and others. Supplier shall present the certificate of compliance with said laws and regulations per ELEPL's request
- b) Where any competent government authority reports a violation of environmental protection laws, Supplier shall be responsible for settling the dispute by itself or for ELEPL within the specific time designated by ELEPL and shall

25. Conflict Metals:

- a) The Goods provided by Supplier to ELEPL, directly or indirectly through a third party, shall be free from such conflict minerals such as tantalum, tin, tungsten, Cobalt and gold exploited in eastern Democratic Republic of Congo (DRC) and its neighboring countries (as defined in Section 1502 of Dodd-Frank Wall Street Reform and Consumer Protection Act, and laws and regulations enacted based on that Act).

- b) Supplier undertakes to carry out its business in various fields with an attitude of responsibility for the society and the environment, and to work with ELEPL proactively for ongoing investigation and regularly monitor Supplier's supply chain to prevent it from purchasing conflict metal directly or indirectly.
- c) Supplier to give declaration, in case Goods provided by the Supplier contains any Conflict metal.

26. GENERAL PROVISIONS:

- a) ELEPL's waiver of any default of Supplier hereunder shall not constitute a waiver of any remedy given by law or provided for hereunder for any subsequent default.
- b) Supplier shall not assign/sub-contract any of its rights or obligations hereunder without ELEPL's prior written consent which ELEPL in its complete discretion will determine. If ELEPL permits the Supplier to assign or subcontract the whole or part of the Agreement, the Supplier shall remain liable for the performance of the obligations under this Agreement and shall require the subcontractor to enter into and agree to provision no less onerous than those contained in this Agreement
- c) ELEPL may assign this agreement to any party without notice to Supplier.
- d) ELEPL reserves the right to place in Supplier's plant, at ELEPL's expense, an inspector(s) who shall be permitted to inspect before shipment or during manufacture any material on this order.
- e) Supplier must ensure that purchase order number appears on all Bills of Lading, Packing Slips, Invoices, Packages and Correspondence.
- f) The Supplier shall act as an independent service provider and nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the ELEPL and the Supplier.