

SALES ORDER

GENERAL TERMS & CONDITIONS

GOVERNING TERMS: By accepting this instrument Customer agrees to these terms and conditions of sale and agrees they shall supersede those of Customer, if any, annually instances where conflict exists. Any additional, inconsistent or different terms and conditions contained in Customer's Purchases Order or other documents submitted by Customer to ELEPL at any time, whether before or after the date hereof, are hereby expressly rejected by ELEPL. Customer acknowledges that, notwithstanding anything to the contrary contained in its Purchase Order or other documents, receipt and acceptance by Customer of ELEPL's products shall constitute acceptance by Customer of these terms and conditions.

PURCHASE ORDER: Unless otherwise specified, no ELEPL products will be shipped until Purchaser has submitted a confirmed written purchase order. Purchase orders shall state and include: the ELEPL products ordered, including model numbers, if applicable; quantity; requested delivery dates; billing address; shipping address; and shipping instructions. Customer may, by prior written notice to ELEPL, amend or cancel any purchase order, only on the condition that Customer undertakes immediate liability and makes payment of all costs reasonably incurred by the ELEPL in fulfilling the purchase order until the date of receipt of notice of amendment or cancellation of purchase order, as the case may be. All the money due is required to be paid by the Customer within 15 (fifteen) days of receipt of the invoice/debit note from ELEPL. All Cancellation Charges will be determined at the time of cancellation or amendment of the purchase order.

QUOTATIONS: Unless otherwise stated, all ELEPL quotations are valid for a period of 3 month (Three) from the date of quotation.

PAYMENT TERMS: Payment terms shall be as per the quotation submitted by ELEPL or as mutually agreed between the Customer and ELEPL. All payments shall be made in the currency specified on ELEPL's invoice and may normally be made by cheque or electronic payment. Any dispute in the Invoices to be communicated by Customer to ELEPL within 7 (seven) days from the date of receipt of the invoice, failure to which the invoices so submitted shall be deemed to be final and binding on Customer. Customer shall be responsible for all costs and expenses incurred by ELEPL in collection, including reasonable attorneys' fees. Failure to make payment when due shall entitle ELEPL to charge interest @ of 24 % P.A. plus taxes from the date on which payment is due till it is fully paid.

SHIPMENT: The applicable incoterms shall be "Ex works" unless otherwise agreed in writing by the Parties. The deliveries of the Product shall be made in accordance with Customer's shipping instructions set forth in the applicable Customer's Purchase order. Notwithstanding anything to the contrary contained in any of the documents, unless otherwise agreed in writing by the Parties, ELEPL shall only be responsible for the orderly and proper hand over of the Products or any other delivery to the designated Courier/Transport agencies. In no event, ELEPL shall bear any responsibility, in whole or in part, directly or Indirectly with respect to any compensation, claims/ charges whatsoever etc. in relation to the damages, losses, deficiency caused due to fraud occurred during transit, negligence of the designated Courier/Transport agencies, its employees/ or any representative, fire, theft, accident, or whatever reasons to the Products or any other delivery during transit

RETURNS: No product(s) may be returned to ELEPL without the prior written consent of ELEPL and are subject to a return charge.

TAXES: All payments under this Agreement shall be made without any withholding or deduction for or on account of any tax unless such withholding or deduction is required by law. If the Customer is under a statutory obligation to withhold or deduct tax from a payment to be made by the Customer, then it shall notify the ELEPL of such requirements immediately and pay the amounts withheld or deducted to the appropriate authorities. Customer to provide receipt or other evidence evidencing the payment of such withholding amount to such appropriate authority to ELEPL within the statutory Due dates. Each of the

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Parties shall be responsible for payment of Products and Services Tax (GST) and such other taxes as applicable on each of them in accordance with Applicable Law.

INTELLECTUAL PROPERTY RIGHTS: All Intellectual Property Rights in the Product(s) are and shall continue to be owned by ELEPL. Notwithstanding anything to the contrary contained in this instrument or otherwise, nothingshall affect ELEPL's ownership to the Intellectual Property Rights in the Product. The Parties acknowledge and agree that this instrument shall not be construed as a transfer, sale or granting of any rights whatsoever, by one Party to the other Party, either by way of assignment, license or otherwise, and no assignment, licence or rights under any patent, copyright, trademark, tradedress, designs or trade secret are granted or implied or are to be implied by this instrument except those specifically agreed to herein.

WARRANTIES: unless otherwise specifically agreed in writing, Product warranties shall be from the date of dispatch against any manufacturing defect, if any and subject to operations and maintenance as per manufacturers guideline/ user manual/ ELEPL's Li-ion Battery Safety Do's & Don't policy. Warranty claims & other procedures shall be governed by ELEPL standard warranty policies. ELEPL shall assumes no liability and it shall always be the Customer's responsibility to make itself acquainted with the ELEPL standard warranty policies. ELEPL only offers ELEPL MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR COVENANTS, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT(S) AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES, REPRESENTATIONS OR COVENANTS AS TO THE WORKMANSHIP, QUALITY, CONDITION, OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF PRODUCTS

LIMIT OF ELEPL'S LIABILITY CUSTOMER'S REMEDY: IN NO EVENT SHALL ELEPL BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES FOR INJURY TO PERSON OR PROPERTY, LOST PROFITS OR REVENUE, LOST SALES OR LOSS OF USE OF ANY PRODUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS INSTRUMENT OR ANY DOCUMENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST ELEPL SHALL BE THE REPLACEMENT OF NONCONFORMING PRODUCTS AS PROVIDED HEREIN. ELEPL'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, REFLUENCE, STRICT LIABILITY OR OTHERWISE, OR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH PURCHASE ORDER, SHALL IN NO CASE EXCEED THE INVOICE VALUE PAID BY Customer FOR THE PRODUCTS OR SERVICE(S) FURNISHED, WHICH IS THE SUBJECT OF A CLAIM OR DISPUTE. FURTHER, ELEPL SHALL NOT BE LIABLE IN RESPECT OF ANY CLAIM(S) TO THE EXTENT SUCH CLAIM(S) ARE COVERED BY A POLICY OF INSURANCE, THE PURCHASER HAS OBTAINED OR CAN BE RECOVERABLE FROM A THIRD PERSON.

FORCE MAJEURE: If any Party ("Affected Party") is precluded from discharging its obligations due to any act and/or circumstances which are beyond the control of the Affected Party, which includes but it not limited to acts of God such as fire, storm, flood, earthquake, explosion or accident; acts of the public enemy; acts of war or terrorism; blockade; revolution; insurrection; mobilisation; civil commotions; strikes; sabotage; epidemic; pandemic, quarantine restrictions; transportation embargoes or failures or delays in transportation; breakdown of vehicles, road and other equipment; acts of any government, whether national, municipal or otherwise, or any agency thereof ("Force Majeure Event"), the Affected Party's obligations shall remain suspended for the duration of the force majeure period. The Affected Party shall notify the other party, in writing, as soon as reasonably possible, of the occurrence of the Force Majeure Event, which hinders or prevents the Affected Party from performing its obligations. The Affected Party shall use all reasonable endeavours to circumvent or overcome any Force Majeure Event as expeditiously as possible, and to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. A Force Majeure Event does not relieve a Party from the obligation of such Party to pay money or discharge any obligation in a timely manner as has accrued prior to commencement of the Force Majeure Event.

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Non-native: No covenant or condition herein can be waived except by the written consent of ELEPL. Forbearance, waiver or indulgence by ELEPL in any regard whatsoever will not constitute a waiver of the covenant or condition to be performed by Customer to which the same may apply. Waiver by ELEPL of any breach of these provisions shall not be construed as a waiver of any future breach. Until complete performance by Customer of said covenant or condition, ELEPL shall be entitled to invoke any remedy available to ELEPL as provided herein or by law in equity despite said forbearance or indulgence.

SERVICEABILITY: No provision of these terms and conditions which may be deemed invalid or enforceable against the parties or their successors or assigns, will in any way invalidate or make enforceable any other provisions of these terms and conditions, all of which will remain in full force and effect

ASSIGNMENT: These terms and conditions shall not be assigned, subcontracted or delegated, in whole or in part, without ELEPL's prior written consent. The provisions of these terms and conditions shall be binding upon and inure to the benefit of the parties and their successors and assigns.

GOVERNING LAW: The terms and conditions shall be governed by and interpreted in accordance with the substantive law of the 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.