

General Terms and Conditions of Sales and Supply

1. General

- 1.1 These general conditions of sales and supply ("Conditions") are applicable to all deliveries, services, quotations and offers of HUBER+SUHNER ELECTRONICS PRIVATE LIMITED ("H+S"). These Conditions (which shall only be waived in writing signed by H+S) shall prevail over all conditions of customers' orders to which H+S has not given express written approval or to the extent of any inconsistency.
- 1.2 All agreements and legally relevant declarations of the parties to the contract ("Contract") must be in writing to be valid.
- 1.3 Offers which do not stipulate a validity period are not binding upon H+S.
- 1.4 The Contract between the parties is deemed concluded when H+S confirms its acceptance to an order in writing. For sake of clarity a quotation is not an obligation or offer to sell and supply, but it is an invitation to submit an order and no contractual relationship arises therefrom.
- 1.5 The use of an electronic signature corresponding to the current level of technology and in accordance with the legally required rulings is permissible for a conclusion of Contract or an alteration to the Contract to be effective and replaces the requirement of such in writing.
- 1.6 Should a provision of these Conditions prove to be wholly or partly invalid or unworkable, the parties shall jointly seek an arrangement having a legal and economic effect which will be as similar as possible to the invalid provision. For the avoidance of doubt, any provision herein which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of these Conditions.

2. Scope of supplies and services

- 2.1 The supplies and services of H+S are exhaustively specified in the order acknowledgements issued by H+S and in appendices thereto. H+S shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.
- 2.2 With regard to deliveries concerning cable, H+S reserves the right to over or under supply up to 10% of the ordered volume. If a specific (minimum) order quantity is required additional cost and a special comment is to be made when the order is placed.

3. Drawings, technical documents and tools

- 3.1 Unless otherwise agreed upon, information provided in brochures, catalogues or the Internet are not binding. Data provided for in technical documents are only binding in so far as having been expressly stipulated as such by H+S.
- 3.2 Each party to the Contract retains all rights to technical documents provided to the other. The party receiving such documents recognises these rights and shall not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over without the prior written consent of the other party.
- 3.3 Where any design or specification has been supplied by the customer for manufacture by or to the order of H+S then the customer warrants that the use of those designs or specifications by H+S do not infringe the rights of any third party and the customer will indemnify H+S against all claims and actions arising out of the use by H+S of those designs or specifications.
- 3.4 Tools and moulding tools of all kinds remain in all cases the property of H+S with exception of those provided by the customer.
- 3.5 Special conditions are to be agreed for tools and moulding tools provided by the customer to H+S. The cost for servicing and maintaining these tools are to be borne in all cases by the

customer. The cost for storing these tools is the responsibility of H+S, for a maximum period of five years only after the last delivery was executed.

4. Regulations in force in the country of destination and safety devices

- 4.1 The customer shall, on or before placing the order, draw the attention of H+S to the standards and regulations applicable to the execution of the supplies and services, to their operation as well as to the health and safety of personnel.
- 4.2 Unless otherwise agreed upon, the supplies and services shall comply with those standards and regulations at the place of business of the customer of which H+S has been informed under clause 4.1. Additional or other safety devices shall be supplied to the extent that having been expressly agreed upon.

5. Prices

- 5.1 Unless otherwise agreed upon all prices shall be net ex-works H+S (Incoterms, latest issue), excluding packing, payable (a) in Indian Rupees for sales within India and (b) in freely available Swiss Francs or such other currency as H+S shall notify to the customer in case of exports, without any deductions or withholdings whatsoever.
- Any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer.
- Likewise, the customer shall bear any and all taxes (including, but not limited to any value added tax (VAT)/sales tax, tax on works contracts, entry tax, octroi and service tax), fees, levies, cess, customs duties, excise duties and the like which are levied out of or in connection with the Contract, or shall refund them to H+S against adequate evidence in case H+S is liable for them.
- 5.2 H+S reserves the right to adjust the prices to reflect any increase in the cost to H+S (including, without limitation, due to any change in law or new law, foreign exchange fluctuations, taxes and duties and the costs of labour, raw materials and other manufacturing costs) between the submission of the tender or quotation and the contractually agreed performance. In such case the adjustment shall be made according to the applicable rate as conclusively determined by H+S to the customer.

In addition, an appropriate price adjustment shall apply if

- the delivery time has been subsequently extended due to any reason stated in Clauses 6.3, 8.1 and 8.3, or
- the nature or the scope of the agreed supplies or services has changed, or
- the design, the material or the execution has undergone changes because any documents furnished by the customer were not in conformity with the actual circumstances, or were incomplete, and the customer did not draw or were late in drawing the attention to standards and regulations according to Clause 4.1.

6. Terms of payment

- 6.1 Unless otherwise agreed upon, payments shall be made by the customer not later than 30 days after the date of invoice, net, without any withholding, set-off or deduction for cash discount, expenses, taxes, levies, fees, duties, and the like.
- 6.2 The dates of payment shall also be observed notwithstanding that transport, delivery, erection, commissioning or taking over of the supplies or services is delayed or prevented due to reasons or factors beyond H+S's control, or if unimportant parts are missing, or if post-delivery work is to be carried out without the supplies or services being prevented from use.
- 6.3 If the advance payments, if agreed upon, are not provided in accordance with the terms of the Contract, H+S shall be entitled to, without prejudice to H+S's rights under the Contract or under general law, adhere to or to terminate the Contract, and shall in both cases be entitled to claim damages.
- 6.4 If the customer delays in the agreed terms of payment, he shall be liable, without reminder, for interest at the rate not less than 8% p.a. (or such other higher rate as H+S shall determine to be the rate charged by leading banks in India for the relevant period) with effect from the agreed date on which the payment was due. Payment of the interest does not release

the customer from his obligation to make payments on the agreed dates or from the obligation to pay damages which might exceed the interest rate mentioned.

- 6.5 An offset of claims from either party arising out of these Conditions, or in conjunction with the Contract is only allowed with an accepted or legally confirmed counterclaim.

7. Reservation of title

- 7.1 H+S shall remain the owner of all supplies until having received the full and final payments in accordance with the Contract. The customer shall, at the request of H+S, do or procure the doing of all such acts and will execute or procure the execution of such documents as H+S may consider necessary or desirable, or useful for the protection of the H+S's title.

- 7.2 Until property in or title to the supplies pass to the customer in accordance with clause 7.1, the customer shall hold the supplies and each of them on a fiduciary basis as bailee for H+S. The customer shall store the supplies (at no cost to H+S) separately from all other goods in its possession and marked in such a way that they are clearly identified as H+S's property. The customer shall not charge or encumber such supplies in any manner whatsoever.

8. Delivery time

- 8.1 The delivery time shall start as soon as the Contract is entered into, all official formalities such as, but not limited to, import or payment permits have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled. The delivery time shall be deemed to be complied if by that time H+S has sent a notice to the customer informing that the supplies are ready for dispatch and in the case of services that H+S is ready to fulfil its obligations.

- 8.2 Compliance with the delivery time is conditional upon customer's fulfilling of its contractual obligations, especially its payments and co-operation responsibilities.

- 8.3 The delivery time is extended to such time as H+S deems necessary:

- a) if the information required by H+S for performance of the Contract is not received in time, or if the customer subsequently changes the specifications of the supplies or the services thereby causing a delay in the delivery of the supplies or services;
- b) if hindrances or a force majeure occur which H+S cannot prevent despite using the required care, regardless of whether they affect the customer or a third party. Such hindrances include, but shall not be limited to, epidemics, mobilisation, war, revolution, serious breakdown in the works, accidents, labour conflicts, late or deficient delivery by subcontractors of raw materials, semi-finished or finished products, the need to scrap important work pieces, official actions or omissions by any state authorities or public bodies, natural catastrophes, acts of God;
- c) if the customer or a third party is behind schedule with the performance of its contractual obligations, in particular if the customer fails to observe the terms of payment for the current or for previous orders.

- 8.4 In case a specific date instead of a delivery period is fixed, such date shall correspond to the last day of a delivery period; Clauses 8.1 to 8.3 shall apply mutatis mutandis.

- 8.5 Any delay of the supplies or services does not entitle the customer to any rights to terminate the Contract or any entitlements for damages or claims. This limitation does, however, not apply to unlawful intent or gross negligence on the part of H+S, but does apply to unlawful intent or gross negligence of persons employed or appointed by H+S to perform any of its obligations.

- 8.6 Notwithstanding that H+S may have delayed or failed to deliver the supplies and services (or any part of them) promptly, the customer shall be bound to accept delivery and to pay for the supplies and services in full provided that the delivery shall be tendered at any time within three (3) months of the original scheduled date of delivery.

9. Passing of risk

- 9.1 The risk of the supplies shall pass to the customer by the date of their leaving the works of H+S or the works of suppliers/manufacturers designated by H+S. As regards on-site Contracts, the risk of the supplies and services shall pass to the customer, by the beginning of use of supplies or services.

- 9.2 If dispatch is delayed at the request of the customer or due to reasons or factors beyond H+S's control, the risk of the supplies shall pass to the customer at the time originally scheduled for their leaving the works of H+S or the works of suppliers/manufacturers designated by H+S. From this moment on, the supplies shall be stored and insured on the account and at the risk of the customer and payment for the supplies shall become due and payable in accordance with clause 6.1.

10. Forwarding, transport and insurance

- 10.1 The customer shall, before or at the time it places an order with H+S, notify H+S of special requirements regarding forwarding, transport and insurance. The transport shall be ex works H+S (Incoterms, latest issue) at customer's expense and risk.

Objections regarding forwarding or transport shall upon receipt of the supplies or of the shipping documents be immediately submitted by the customer to the last carrier.

- 10.2 The customer shall be responsible for taking insurance against risks of any kind.

11. Inspection and taking-over of the supplies and services

- 11.1 According to its own practices, H+S shall inspect the supplies before dispatch, as regards services, after fulfilling its services. If the customer requests further testing, this has to be specially agreed upon and paid for by the customer.

- 11.2 The customer shall inspect the supplies and services including partial supplies and partial services within a reasonable period upon (a) arrival/receipt of the supplies; and (b) completion of the services; and shall immediately notify H+S in writing of any deficiencies. If the customer fails to notify H+S of any deficiencies within 7 days after the delivery of supplies to the customer and/or completion of the services, the supplies and services including partial supplies and partial services shall be deemed to have been taken over or accepted by the customer.

- 11.3 Having been notified of deficiencies according to Clause 11.2, H+S shall as soon as possible remedy them, and the customer shall provide such cooperation and assistance to enable H+S to remedy the deficiencies. After remedy of such deficiencies, a taking-over test may be carried out at the request of the customer or of H+S.

- 11.4 After acceptance or deemed acceptance of the supplies and services, the customer shall not be entitled to reject the supplies and services which are not in accordance with the Contract.

- 11.5 Deficiencies of any kind in supplies or services including partial supplies and partial services shall not entitle the customer to any rights or claims other than those expressly stipulated in these Conditions.

12. Guarantee, liability for defects

- 12.1 Guarantee period

The guarantee period is 12 months. It starts when the supplies leave H+S's works or the works of suppliers/manufacturers designated by H+S. If dispatch is delayed due to reasons or factors beyond H+S's control, the guarantee period shall end not later than 18 months after H+S's notification that the supplies are ready for dispatch. In case of services, the guarantee starts after completion of the execution of said service and lasts for 12 months.

The guarantee period for replaced or repaired parts made during a guarantee period (the "original guarantee period") shall expire on the date of the expiry of the original guarantee period according to above Clause.

The guarantee expires immediately if the customer or a third party performs inappropriate modifications or repairs or if the customer, in case of a defect, does not immediately take all appropriate steps to mitigate the damage and to notify H+S in writing of the defect and to allow H+S to remedy such defect.

- 12.2 Liability for defects in material, design and workmanship

Upon written request of the customer, H+S undertakes, unless it has, at its sole option, accepted the customer's claims, to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proved to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become H+S's property. H+S shall bear the costs of remedying the defective parts in its works. The repair and the replacement costs outside the works of H+S are to be borne by the customer.

Upon written request of the customer, H+S undertakes, unless it has, at its sole option, accepted the customer's claims, to repair or redo as quickly as possible any services which, before the expiry of the guarantee period, are proved to be defective.

12.3 Liability for express warranties

Express warranties are only those which have been expressly specified as such in the order acknowledgements issued by H+S. An express warranty is valid until the expiry of the guarantee period at the latest, unless an extended period has been agreed upon.

If the express warranties are not or only partially achieved, H+S has the right to carry out improvements. The customer shall give H+S sufficient time and shall extend its assistance and cooperation to enable H+S to carry out such improvements.

If such improvements fail completely or in part, the customer may claim a reasonable reduction of price.

12.4 Exclusions from the liability for defects

Excluded from H+S's guarantee and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear and tear (like tear and general wear as well as causes, but not limited to, electric overload, environmental pollution, electromagnetic disturbances), improper maintenance or repair, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, interference with other products, systems or services or resulting from other reasons or factors beyond H+S's control.

12.5 Supplies and services of sub-suppliers

For supplies and services of sub-suppliers prescribed by the customer, H+S assumes liability only to the extent of such sub-suppliers' liability obligations towards H+S which has been fulfilled.

12.6 Exclusivity of liability claims

With respect to any defective material, bad design or poor workmanship as well as to any failure to fulfil express warranties, the customer shall not be entitled to any claims of cancellation or damages or to any rights or claims other than those expressly stipulated in Clauses 12.1 to 12.5.

12.7 Liability for additional obligations

H+S is only liable to the extent of unlawful intent or gross negligence as far as claims arising out of faulty advice and the like or out of breach of any additional obligations are concerned.

12.8 The warranty rights and remedies cannot be assigned to any third party without the prior written approval of H+S.

12.9 The customer shall comply with H+S procedures concerning the return of goods under warranty or for repair (Repair and Replacement Procedure).

13. Software

13.1 Any software delivered by H+S shall remain the property of H+S or its licensors. The customer is granted a personal, non-exclusive, non-transferable license to use the software in direct connection with the goods delivered with it. The customer recognizes the confidential and propriety nature of the software.

13.2 The software warranty is limited to software errors or defects which result in unacceptable errors in the functioning of the goods delivered with the software. H+S shall do its best efforts to replace software with such errors or defects.

13.3 Article 12 shall be applicable mutatis mutandis.

14. Erection/Installation and commissioning

If H+S undertakes the erection/installation, the supervision of the erection/installation or the commissioning, the General Conditions of Erection/Installation of H+S shall apply.

15. Non-performance, bad performance and their consequences

15.1 In all cases of bad performance or non-performance not expressly covered by these Conditions, in particular if H+S, without any valid reasons, starts execution of the supplies and services so late that punctual completion is unlikely to be foreseen, or if an execution con-

trary to the terms of the Contract can be clearly foreseen due to H+S's fault, or if the supplies and services have been executed contrary to the terms of the Contract due to H+S's fault, then the customer shall grant a reasonable period for H+S to remedy the bad performance or non-performance. If such additional period lapses due to H+S's fault, the customer shall be entitled to terminate the Contract with respect to the supplies or services executed or to be executed, contrary to the terms of the Contract, and to claim a refund of the payments already made.

15.2 In such case Clause 16 shall apply with regard to any claims for damages on the part of the customer and with exclusion of any further liability, and any claim for damages shall be limited to 10 % of the Contract price for the supplies and services affected by the termination.

16. Exclusion of further liabilities

All rights and claims on the part of the customer with the exception of those mentioned in these Conditions, irrespective on what ground they are based, are exhaustively covered in these Conditions and especially those not expressly mentioned for damages, reduction of price, termination or withdrawal from the Contract are excluded. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs of remedying defects in supplies or services. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages. This exclusion of liability, however, does not apply to unlawful intent or gross negligence on the part of H+S, but does apply to unlawful intent or gross negligence of persons employed or appointed by H+S.

17. Partial supplies and partial services

17.1 The conditions concerning acceptance and guarantee are to be enforced individually if partial supplies are to be executed. The same is valid, if services are performed which are, or can be of use to the customer partially.

18. Return of packaging material and recycling

18.1 The customer shall not be entitled to any rights regarding the return of packaging material or the recycling of product delivered by H+S.

18.2 H+S shall credit reels and drums charged for, if such are returned to H+S freight paid and in proper condition.

19. Right of recourse of H+S

19.1 If, through actions or omissions of the customer or of persons employed or appointed by it to perform any of its obligations, personal injury, damage to the property of third parties or other damages occur and if a claim is made against H+S, then H+S shall be entitled to take recourse against the customer. The customer shall hold harmless H+S against all claims and costs and actions arising due to such acts or omissions of the customer or of persons employed or appointed by it to perform any of its obligations.

20. Jurisdiction and applicable law

20.1 These Conditions are governed by and shall be construed in accordance with the laws of India.

20.2 The customer irrevocably submits to the exclusive jurisdiction of the courts of Delhi, India