

General Terms of Sale



1 GENERAL

1.1 Definitions

Seller / Voith: ELINWG India Private Limited (a member of the Voith group) with registered office in India and includes its successors and assigns.

Purchaser: shall mean the company, firm or persons for whom the Equipment is supplied/proposed to be supplied under this Contract is performed and shall include executors, administrators, successors, and permitted assigns.

Equipment: shall mean such equipment forming part of the work to be supplied by Voith.

1.2 Contract

The Contract consists of these documents:

- a. the written special conditions (as agreed in Clause 1.4) (if applicable); and
- b. these General Terms of Sale; and
- c. the written quotation.
- d. the terms of credit (if applicable); and
- e. the purchase orders.

1.3 Precedence

If there is any inconsistency between the provisions of the Contract, the order of precedence shall be as ranked in Clause 1.2.

1.4 Special Conditions

- a. Any special conditions to the Contract must be in writing and must be signed by two authorized Seller employees. Signature also can be made via electronic signature using electronic signature programs such as AdobeSign and DocuSign.
- b. If during enforcement of the Contract, or production of the Contract before any judicial or quasi-judicial authority, any additional or deficit stamp duty is required to be paid, the same shall be payable by all parties to the Contract, in equal proportions.

1.5 No Additional Variations

No documentation, correspondence, verbal agreement, or conversation shall form part of or modify the Contract. These General Terms of Sale shall prevail and supersede any other Purchaser's terms and conditions. Any differing or contrary terms and conditions otherwise provided by Purchaser, either directly or by reference are hereby rejected by Seller and will not apply to any of the transactions set out in the Contract.

1.6 Partial Invalidity

Each and every obligation under this Contract shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. In the event of one or more clauses of the Contract being held by a court of law to be legally invalid the remainder of the Contract shall remain in full force and effect.

Where a provision is prohibited or unenforceable, the parties will negotiate in good faith to replace the invalid provision with a provision that is in accordance with the applicable law, and which must be as close as possible to the parties' original intent and appropriate consequential amendments (if any) will be made to this Contract. In the event that Seller is prevented from performing its obligations, i.e., from supplying the Equipment under this Contract due to a change in any applicable law, such an act and/or omission shall not be regarded as a breach of its obligations.

1.7 Separable Portions

The provisions of the Contract shall apply to any separable portion or portions of the Equipment.

1.8 Good Faith

All dealings between the parties shall take place in good faith.

1.9 Waiver

A failure to exercise, or any delay in exercising any right, power, or remedy by a party does not operate as a waiver. A single or partial exercise of any right, power, or remedy does not preclude any other right, power, or remedy. A waiver is not valid or binding on the party granting that waiver unless it is made in writing.

1.10 Application to Future Purchases

These General Terms of Sale shall also apply to all future business relations between the parties, even if they are not expressly agreed upon in advance. These General Terms of Sale shall apply exclusively; any provisions to the contrary of or deviating from these General Terms of Sale are not accepted unless Seller has expressly agreed to them in writing. These General Terms of Sale shall also apply if the deliveries of the Equipment to the Purchaser are performed in the knowledge of any such deviating or contravening conditions. They are also deemed accepted by the Purchaser if the latter accepts deliveries of the Equipment from the Seller.

In the event these General Terms of Sale executed between parties is terminated, all operational purchase orders issued pursuant to these General Terms of Sale will be deemed terminated. However, termination of a specific purchase order will not result in the automatic termination of these General Terms of Sale or any other purchaser order issued under it.

2 OFFER AND ORDER

2.1 Acceptance and order

Seller's written quotation remains valid for the period as stated in the offer or, where no such period is stated for thirty (30) days from the date of the quotation.

2.2 Variation in quantity

The price offered is based upon the quantity stated in the quotation. Should there be any variation in the quantity of equipment ordered, Voith reserves the right to amend the price offered.

2.3 Order

The Purchaser shall place its order / purchaser order (PO) on the Seller strictly in accordance with the final quotation issued by the Seller. Seller shall not be required to accept any PO which is in any manner contradictory to the final quotation of the Seller, or which is placed subsequent to the expiry of the validity of the Seller quotation.

2.4 Acceptance

Seller shall convey its acceptance of the PO within [10] days of receipt of the PO. In the event that the PO is not accepted in writing by the Seller within [10] days from its receipt, the PO shall be deemed to have been rejected by the Seller.

2.5 Cancellation, Variation, or Suspension

- a. Unless expressly stated otherwise in these General Terms of Sale, a Contract may be cancelled, varied or suspended only by notice in writing and only if such notice is accepted in writing by the other party.
- b. In the event that the Purchaser cancels, varies or suspends the Contract, the Purchaser shall compensate the Seller for costs as required below:

- In the event of variation or suspension, the Purchaser shall compensate Seller for any applicable direct costs, such as, but not limited to, minimum order quantities, long lead times of raw material, storage, preservation (including anti-corrosion measures) and transport costs, (excluding any claim for damages or profits) arising from such variation or suspension which will be advised by the Seller to the Purchaser after notification of the variation or suspension.
- In the event of cancellation, the Purchaser of customized Equipments or parts shall compensate Voith for the cumulative cancellation costs incurred depending upon the milestone reached in the table below:

Elapsed contract lead time	Cancellation cost (as % of contract value)
0%-9%	10%
10%-19%	18%
20%-29%	30%
30%-39%	48%
40%-49%	62%
50%-59%	72%
60%-69%	80%
70%-79%	88%
80%-89%	95%
90%-100%	100%

- In the event of cancellation, the Purchaser of non-customised Equipments or parts shall compensate Voith fair and reasonable costs as quantified by the Seller for work-in-progress at the time of termination.
- c. The Seller shall submit its claim arising under this Clause 2.5 no later than [30] days from the date on which such variation / suspension / cancellation is issued by the Seller, or, in case of variation / suspension / cancellation issued by the Purchaser, within [30] days of receipt of the notice from the Purchaser. If the Purchaser disagrees with the calculation of the claim hereunder by the Seller, Purchaser shall raise its objections in writing no later than [30] days from receipt of the claim from the Seller. Purchaser shall provide adequate reasoning for its objections. If reasoned objections to the Seller claim is not received by the Seller within [30] days of issuance of its claim, the Seller's claim will be deemed to have been accepted by the Purchaser.
- d. Payment of Seller claims hereunder shall be required in accordance with Clause 4.

3 SPECIFICATIONS AND DRAWINGS

3.1 Not part of Contract

Unless expressly incorporated in the quotation, all descriptive and shipping specifications, drawings, dimensions submitted with the quotation are approximate only. In any event descriptions, illustrations and data contained in catalogues, price lists and other advertisement matter are intended only to present a general idea of the work described therein and none of these shall form part of the Contract.

3.2 Certified Drawings

After acceptance of a valid purchase order, Seller shall provide, on request, such certified drawings as in Seller's opinion are reasonable and necessary for installation, commissioning and operation of the Equipment.

3.3 Confidential Information

All drawings, specifications and other written information, samples and the like provided by Seller, shall be regarded as confidential and shall not be disclosed by the Purchaser to a third party except with prior written consent of Seller. Seller reserves ownership of and copyrights to samples, cost estimates, drawings and the like, and to information embodied in a tangible or intangible manner, including in electronic form. This information shall be used only for contractual purposes and shall not be edited, reproduced or made available to a third party without the consent of Seller. Seller shall make documents designated

as confidential by the Purchaser available to a third party only with the consent of the Purchaser. The obligations set forth in this Clause 3.3 shall survive the termination or expiration of the Contract. The Purchaser acknowledges and agrees that:

- any breach of this Clause 3.3 would likely cause irreparable harm to Voith that could not be fully remedied by monetary damages;
- Seller will have the right, in addition to any other remedy, to seek injunctive or equitable relief from a court of competent jurisdiction, without proof of actual damage, as may be necessary to prevent any breach or threatened breach of this Clause 3.3.

3.4 Information to be provided

Unless otherwise agreed, the Purchaser shall, within seven (7) days from the date of the purchase order, provide to Seller sufficient information which in the reasonable estimation of Seller, will enable work to proceed immediately and without interruption.

3.5 Approval of Drawings

Drawings or other information requiring the Purchaser's approval shall be approved, amended or rejected and returned to Voith within fourteen (14) days of the date of receipt or such other period as may be agreed in writing. Any delay beyond this period shall constitute grounds for extension of the Contract period under Clause 5.3 (Extension of Time).

3.6 Incorrect Information

The Purchaser shall be responsible for, and bear the cost of, any alteration to the Equipment arising from any discrepancy, error or omission in any drawings, specification or other information supplied or approved by him.

3.7 Responsibility of Approvals

In the absence of agreement to the contrary and subject to Clause 10 (Patents and Design Rights), it shall be the Purchaser's responsibility to obtain and provide any approvals, licenses or permits, as necessary for performance of the Contract.

4 PRICES AND PAYMENT

4.1 Unless otherwise agreed, the prices shall not be deemed to be fixed prices. For services ordered by the Purchaser, which are not covered by the original order, there is a right to additional, appropriate remuneration. Unless agreed separately, the prices shall be ex works of the Seller and shall include loading at the works, but not include insurance costs, packaging, unloading and all other auxiliary costs. Value-added tax shall be added to the prices at the respective statutory rate.

4.2 The Seller shall be entitled to adjust the contractually agreed price if changes in the amount of at least 1.5 % have occurred with regard to (a) the wage costs by law, regulation, collective agreement, company agreements or (b) other cost factors necessary for the performance of the service such as procurement costs of the materials used, i.e. due to changes in the national or world market prices for raw materials, exchange rates since the conclusion of the contract. The adjustment shall be made to the extent that the actual production costs at the time of conclusion of the contract change compared to those at the time of the actual performance of the service. A price adjustment for the period in which the Seller is in default through his own fault is excluded.

4.3 Costs for travel, daily and overnight allowances are charged separately. Travel times are considered working hours.

4.4 Costs incurred for registration or validation of a Contract including but not limited to stamp duty payable at the time of execution of the Contract, shall be payable by all parties to the Contract in equal proportions.

4.5 Unless separately agreed, payments shall be made without deduction to the Seller's account, namely:

- a down-payment of one-third of the price when the order is placed,

- one third of the price payable when half the delivery period expires,
 - the remainder payable upon delivery or upon notification of readiness for shipment if delivery is not possible immediately after completion for reasons for which the Seller is not responsible.
- 4.6 Unless otherwise specified in the acknowledgment of order, payments shall be due net (without deduction) within 30 days of the invoice date.
- 4.7 The Purchaser shall be entitled to offset his counterclaims only if they have been ruled on finally or have been acknowledged by the Seller.
- 4.8 Should the Purchaser delay in respect of any payment due to Seller, then Seller shall have the right, in addition to all other rights to which Seller is entitled at contract or law, to charge interest on the overdue amount at the rate of twelve (12) % per annum calculated from the date of invoice to the actual date of full and final payment. Any payment by the Purchaser shall be credited first against any interest so accrued and the balance of payment, if any, shall be applied in reduction of the outstanding balance of the Contract price. In the event of delay in any payment due to Seller, Seller may defer manufacture or delivery or cancel any outstanding balance of the Contract. If any payment delay remains uncured to the Seller's satisfaction for more than [10] days, the Seller may, at its discretion, either suspend, till such time that the payment delay is cured to the Seller's satisfaction, or terminate, by giving written notice thereof to the Purchaser, the Contract or the particular purchaser order under which the default has occurred.

5 DELIVERY, DELAY IN DELIVERY, FORCE MAJEURE

- 5.1 The delivery period shall be as agreed by the parties. If no agreement is made in the Contract, the Equipment is supplied FCA Chakan/Pune, India as defined in the INCOTERMS 2020. Notwithstanding anything contained in the PO, the delivery period shall commence only upon [the Seller confirming in writing that] the Purchaser has completed all such obligations as are required to be completed prior to commencement of the delivery period. These obligations include, without limitation, the Purchaser providing, all commercial and technical information and clarification as required by the Seller in relation to the Equipment, Purchaser having furnished copies of all necessary official certificates or approvals, Purchaser having made the necessary down-payment. This shall not apply if the Seller is responsible for the delay.
- 5.2 The delivery period shall be deemed to have been observed if the Equipment is ready for loading or the services are indicated ready for acceptance by the Seller by the time the delivery period expires.
- 5.3 If shipment or acceptance of the Equipment is delayed for reasons for which the Seller is not responsible, the Seller shall be authorised to demand from the Purchaser compensation for all costs, expenses and losses he has incurred in this regard, including, without limitation, any expenses incurred by the Seller in storing, maintaining, delivering or disposing (including by way of sale to third parties) the Equipment. All risk in the Equipment so stored by the Seller shall pass to the Purchaser upon issuance of notice of readiness for shipment being issued by the Seller to the Purchaser. Without prejudice to any other rights or entitlements of the Seller pursuant to this Contract or under law or equity, the Seller may otherwise dispose of the Equipment if the Purchaser fails to take delivery of the Equipment within such period of time after issuance of the notice of readiness as the Seller may reasonably specify. The Seller shall apply the proceeds, if any, of the disposal of the Equipment towards the Purchaser's liability under this Clause 5.3. However, the Purchaser shall continue to remain liable for any shortfall in the amounts recovered by the Seller pursuant to disposal of Equipment to third parties under this Clause 5.3.

- 5.4 If a failure to observe the delivery period is due to any event that is beyond the control of the Seller, such as (but not limited to) natural disasters, epidemics, pandemics, war, armed conflicts, civil war, revolution, terrorism, sabotage, nuclear/reactor accidents, embargo/sanctions or similar restrictions, labour disputes, shortage of raw materials, materials, components and means of transport (each an event of "force majeure"), the Seller shall be discharged from his performance obligations for the duration of the event and the delivery period shall be extended appropriately. Effects and/or restrictions arising from or in connection with an event of force majeure (e.g. travel restrictions, border closures, transport restrictions or delays, plant closures, shortage of raw materials, materials, components and transport resources, embargo restrictions, etc.) which make it impossible or unreasonably difficult to comply with the delivery or performance time, shall be deemed to be a force majeure event within the meaning of Clause 5.4. The Seller shall inform the Purchaser of when such circumstances start and end within a reasonable time after becoming aware of them. If the event lasts for more than 6 months, the Seller shall also be recognized to terminate the Contract. The Seller shall not be liable for any loss, cost or expense incurred by the Purchaser due to delay in delivery of Equipment due to force majeure.
- 5.5 If the Seller is in delay due to its default and the Purchaser incurs losses as a result, the latter shall be authorised to demand liquidated damages for the losses due to such delay. This shall be 0.5% of the value of that part of the overall delivery that cannot be used on time or in accordance with the Contract as a result of the delay, for each full week of the delay but subject to a maximum total amount of 5% of said value.

If the Seller is in delay and the Purchaser grants him a reasonable period of time to perform his obligation and if this period of time is not observed for reasons for which the Seller is responsible, the Purchaser shall be authorised to terminate the Contract upon giving prior written advance reasonable notice of not less than [30] days.

Parties agree that the liquidated damages set out in this Clause 5.5 are (i) a genuine pre-estimate of the loss that the Purchaser may incur due a delay in supply of Equipment due to the Seller's default and (ii) represent the Purchaser's sole and exclusive remedies towards the Seller in the event of late delivery attributable to the Seller. In particular, Seller is not liable for loss of profit, loss of production, facility downtime, loss of interest, loss of reputation, penalty or liquidated damages claims of third parties or consequential damages.

6 TRANSFER OF RISK, ACCEPTANCE, PACKAGING

- 6.1 Unless otherwise agreed individually, risk shall pass to the Purchaser upon the start of loading of the Equipment at the Seller's works, even if partial deliveries are made or the Seller has assumed other services, such as shipping cost or delivery and installation. Subject to any different agreements, the obligation to load, stow and secure the Equipment safely during transport and unload it, is the responsibility of the Purchaser and his freight forwarding agent, freight carrier or agent making the collection; he shall also have an obligation to provide and make available at his own expense appropriate securing devices.
- 6.2 If acceptance has been agreed, this must be conducted immediately at the agreed time, or if there is no specific agreed time specified in the PO or the special conditions, acceptance shall be deemed to have occurred immediately upon the Seller having given notification to the Purchaser that the Equipment is ready for acceptance. All acceptance shall be in accordance with parameters agreed in the special conditions or PO and the Purchaser cannot refuse acceptance due to an insignificant defect, provided the Seller acknowledges his obligation to remedy such insignificant defect. If the Purchaser does not convey its acceptance or rejection of an Equipment within the agreed timeline, the Equipment shall be deemed to have been accepted by the Purchaser on the last date of such agreed timeline. A rejection shall be valid only if conveyed to the Seller

in a written document, setting out the specific non-conformities with specifications agreed in the Contract.

- 6.3 Any performance figures given by Seller are based on Seller's experience and are such as Seller expects to obtain on test. Seller shall be under no liability for damages for failure to attain such figures unless Seller has specifically guaranteed them in writing, subject to recognised tolerances applicable to such figures.

Where Seller has agreed to performance figures, but fails to achieve such figures, Seller shall make good such failure as provided for in Clause 8 hereof and Seller's liability shall be subject to Clause 9 hereof.

- 6.4 When inspection and tests are performed, they will be in accordance with Seller's standard practice and will be carried out at the place of manufacture or at some other place at Seller's option. The costs of these tests and any other tests specified in the offer are to be borne by Seller. Any further test or witnessed test required by the Purchaser will be carried out at the Purchaser's expense subject to Seller consent(s) to perform these further tests.

After seven (7) days from date of notification that Seller is ready to carry out any witnessed tests required, such tests may proceed in the absence of the Purchaser or his representative and shall be deemed to have been made in his presence.

Seller shall not be responsible for expenses incurred by the Purchaser in respect of his presence or that of his representative at witnessed tests.

If on any such tests or inspection, Equipment shall be found defective due to faulty design, material or workmanship or found not to be in accordance with the Contract, Seller shall make good such defect or failure as provided for in Clause 8 hereof.

- 6.5 If shipment or acceptance is delayed or not performed due to circumstances not attributable to the Seller, the risk of accidental loss or accidental deterioration of the Equipment shall pass to the Purchaser from the day on which notice is given of its readiness for shipment or acceptance. The Seller undertakes to take out insurance requested by the Purchaser, such as transport insurance, at the expense of the Purchaser.
- 6.6 Partial deliveries shall be permitted as long as this is agreed upon in advance in writing with the Seller.
- 6.7 Transport and other packaging shall be taken back at the cost and expense of the Purchaser. The place of return of packaging is the Seller's factory gate.

7 RESERVATION OF TITLE

Notwithstanding that the Equipment may in whole or in part be at the risk of the Purchaser, the property in the Equipment shall be deemed to remain with Seller until all payments due to Seller have been paid by the Purchaser. Prior to this the Purchaser shall hold the Equipment as a fiduciary and bailee for Seller and the Equipment may not be resold, pledged or given in security. Seller may enter upon the Purchaser's premises or elsewhere at any reasonable time to take possession of and remove any Equipment supplied under the Contract for which payment has not been received. If delivery is required pursuant to such INCOTERMS 2020 as specified in the purchase order that require the title of the Equipment to be passed on to the Purchaser prior to the payment of all the payments due to Seller, Seller shall continue to have an unpaid seller's lien over such Equipment till the time all such monies due to Seller have been paid in full by the Purchaser.

8 LIABILITY FOR DEFECTS

8.1 Material defects

Unless otherwise stated in the Contract, the defects liability period (including any liability on account of any latent defects) ("Defect Liability Period") terminates on the earlier of:

- a. twelve (12) months after the risk has been transferred to the Purchaser; or
- b. fifteen (15) months from date of notification of readiness for Delivery ex works or if Delivery is delayed by circumstances beyond Seller's reasonable control, notification of readiness has been advised.

8.2 Purchaser Obligations

Seller shall, at its own discretion, make good by repair or by replacement within a reasonable time after notification by the Purchaser within the Defects Liability Period, defects caused by Seller's failure to comply with the Contract, or which appear in the Equipment, arising from faulty design, material or workmanship provided always that:

- a. such Equipment has been properly handled, stored, used, operated and maintained in accordance with instructions issued by Seller; and,
- b. such defects are not caused by incorrect use of operating material or lubricants, faulty civil or mechanical work, unsuitable soil conditions and all other chemical, electro-chemical and/or electrical influences which have not been provided for in the Contract; and,
- c. Seller is notified in writing within seven (7) days of the alleged defect first coming to the Purchaser's notice; and,
- d. the Purchaser has fulfilled his obligations under this Contract; and
- e. the Purchaser has proved that the defect was already present at the time of transfer of risk.

8.3 Repair or Replacement

Where in accordance with Clause 8.2, the Purchaser has notified Seller of an alleged defect, he shall if Voith so requires, promptly and at his own expense return the defective part(s) to the factory (as specified by Seller) free-of-charge for repair. The removal of the defective part and the installation of any repaired or replacement part shall be performed by the Purchaser at its own expense. If the Seller has obligations to install the Equipment under the Contract, Voith will bear the reasonable costs of installing the replacement for the defective Equipment. Where any defective part(s) has been replaced, such replaced defective part(s) shall become the property of Seller and Purchaser has to return the defective part(s) at its cost and expense to the Seller at the request of the Seller.

8.4 Limitation of Liability for Defects

- a. Seller shall not be liable for goods of a consumable nature, or where any unauthorised repair or alteration to the Equipment has been performed by the Purchaser, for faulty construction work, unsuitable subsoil, failure to back up or inadequate backing up of data by the Purchaser; failure to check or inadequate checking of programs and data for computer viruses (as defined in Clause 10.3) by the Purchaser, unusual effects of any kind (e.g. vibrations from other assemblies, ingress of foreign matter), chemical, electrochemical or electrical influences.
- b. For non-Seller products, warranty conditions of the manufacturer of the non-Seller Equipment will apply and prevail.
- c. Except as otherwise specifically provided in this Contract, Seller makes no other representations or warranties of any kind, whether express, implied, statutory, at law, in equity or otherwise including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose and Seller disclaims all liability in this regard, to the maximum extent permitted by applicable law. The parties hereby agree that Seller's liability for any latent defects shall be limited to the Defect Liability Period as set out in this Clause 8 and any such liability will be limited to the repair or replacement of the impugned Equipment (i.e., specifically those Equipment that has been proven to suffer from a latent defect) as per Clause 8.3 and this

shall be the sole and exclusive remedy available to the Purchaser under this Contract or otherwise.

8.5 Export control

If the Purchaser intends to export or transfer the Equipment or any part thereof to a country or territory against which the Republic of India, United Kingdom, United Nations, the European Union or the United States of America has imposed or implemented an embargo or any other export or re-export restrictions or intends to use the Equipment in such country or territory, the Purchaser shall notify the Seller of the same in writing before the Contract is entered into. If the Purchaser adopts such an intention after the Contract is entered into, such export, transfer or use shall be subject to the Seller's prior written approval. Notwithstanding anything to the foregoing, the Purchaser represents and warrants that it will comply (i) with all Indian, UK, EU, US and UN export control regulations including embargoes and other sanctions and (ii) with all other foreign export control regulations including embargos and other sanctions provided that India, UK, the EU, USA or the UN have enacted similar regulations, embargos or other sanctions targeting the same countries. If the Equipment is resold by the Purchaser, the latter shall enter into agreements to ensure that the obligations set forth in this clause are transferred through to the entire delivery chain and to the final customer ultimately holding the Equipment. In the event of a violation of the obligations set forth in this clause 8.5, the Seller shall be entitled to terminate the Contract with immediate effect.

9 LIMITATION OF LIABILITY

- 9.1 Notwithstanding anything to the contrary in the Contract or otherwise, express or implied, in no case whatsoever and regardless of legal grounds, shall Seller be liable to the Purchaser for any special, incidental, or punitive damages, loss of business, business interruption, loss of interest, costs involved in downtime, loss of profit, standstill, loss of production, loss of use, liquidated damages (except for delay by Seller as specified in Clause 5.5 above), third party claims for contractual losses (except as specified below in Clause 9.3 of this Limitation of Liability Clause), and other, direct or indirect or consequential losses and damages including damages to other machine parts, irrespective of whether such damages arise in contract, at law, tort (including without limitation negligence), strict liability, indemnification or otherwise before or after acceptance of the Equipment and whether or not such damages are foreseeable. This exclusion does not apply as far as it is contrary to compulsory law.
- 9.2 In addition to the above exclusion of liability, if Seller is held liable for damages/costs (including liquidated damages) or any other liability by application of compulsory law, Seller's total liability towards the Purchaser, irrespective of legal grounds, shall not exceed 100% of the net product price of the Equipment giving rise to the liability, but in no case more than 30% of the net Contract price. This limitation of liability does not, however, apply as far as it is contrary to compulsory law.
- 9.3 The limitation of liability mentioned in Clauses 9.1 and 9.2 of this Limitation of Liability Clause above does not apply in the event of third party claims based on tort or mandatory product liability law, as far as Seller is liable towards the third party according to compulsory law. Seller's liability towards the Purchaser based on such third party claims is limited to 1 million EUR per damaging event, up to a maximum amount of 2 million EUR per calendar year. This limitation of liability does not apply, however, as far as it is contrary to compulsory law.
- 9.4 Notwithstanding anything to the contrary stated above in this Limitation of Liability Clause or in the Contract, to the maximum extent allowed under applicable law, the Purchaser agrees to indemnify and hold harmless Seller, its subsidiaries and affiliates including their respective directors, officers and employees and Sellers' Sellers from and against any claim, liabilities, demands, suits, expenses, injuries and damages which arise out of or, in direct and indirect connection with, or resulting from: (i) ionizing rays of high energy (e.g. emitting alpha, beta and gamma rays of radioactive substances as well as neutrons or rays generated in

electronuclear accelerators) or (ii) with laser and maser rays or (iii) use of the Equipment by the Purchaser; or (iv) any claim from the central, state or local Indian government, regarding fee or penalty imposed by such authority as a result of use of the Equipment supplied by Seller to the Purchaser, regardless of whether the liability arises on or off a nuclear power plant, or whether caused by the contributory or sole and exclusive negligence of Seller and/or Sellers' Sellers or under any doctrine of strict liability and irrespective of the legal basis.

10 INFRINGEMENTS, PATENTS AND DESIGN RIGHTS

- 10.1 In the event of any claim or claims in respect of any infringement of a registered design, trademark or copyright or patents, the specification of which is published prior to the date of the offer relating to any part of the Equipment supplied by Seller (other than a part based on a design specified by the Purchaser) Seller will at its expense either replace or modify such part with a non-infringing part or procure for the Purchaser the right to use such part provided. Seller must first be given full opportunity to conduct all negotiations in respect of such claim and such claim shall not be accepted by the Purchaser without prior written consent of Seller. In no event shall Seller incur any liability for losses arising from the use or non-use of any infringing part. If it is not economically feasible or possible to negotiate such a claim within a reasonable period of time, Seller shall, at its discretion, be able to terminate the Contract. The Purchaser warrants that any design or instructions furnished or given by him shall not be such as to cause Seller to infringe any patents, registered design, trademark or copyright in the execution of the Contract.

The Seller's obligations specified in this Clause 10.1 shall be final in relation to the infringement of proprietary rights or copyrights.

- 10.2 Seller shall not assign any intellectual property rights to the Purchaser with the sale of the Equipment. The patent and design rights held by Seller and relating to Equipment offered or supplied by Seller shall remain the absolute property of Seller and Seller designs and drawings shall not be reproduced or disclosed without Voith's written consent. The Purchaser will not, without Seller's previous written consent, copy or allow others to copy any drawings, Equipment or part thereof supplied by Seller. The obligations set forth in this Clause 10.2 shall survive the termination or expiration of the Contract. The Purchaser acknowledges and agrees that:
- any breach of this Clause 10.2 would likely cause irreparable harm to Seller that could not be fully remedied by monetary damages;
 - Seller will have the right, in addition to any other remedy, to seek injunctive or equitable relief from a court of competent jurisdiction, without proof of actual damage, as may be necessary to prevent any breach of this Clause 10.2.

11 USE OF SOFTWARE

- 11.1 If any software is supplied as part of the Equipment, the Purchaser shall be granted a non-exclusive right to use it and its documentation only for use on the intended object supplied. The software shall not be used on more than one system.
- 11.2 The Purchaser shall reproduce, revise, compile or translate the software or convert it from object code to source code only to the extent permitted by law and to the extent necessary for the performance of the Equipment.
- 11.3 The Purchaser undertakes not to remove manufacturer's data (in particular copyright notices) or to change them without Voith's prior written consent. All other rights to the software and documentation, including copies thereof, shall remain with Seller or the software Seller. Sublicensing of it shall not be permitted.
- 11.4 Before providing the software to the Purchaser, Seller shall use state-of-the-art, up-to-date protection measures to check it for computer viruses, Trojan horses, virus hoaxes and similar programs, program parts and malicious functions that may result in loss or falsification of data or programs or impairment of

systems or parts of them (hereinafter referred to as “computer malware”). Nevertheless, it is not possible to rule out the risk that the software contains unknown or mutated computer malware or that such malware may enter an (operating or control) system of the Purchaser at a later time and possibly change or delete program data of the software or other data or programs or impair systems.

11.5 Consequently, the Purchaser himself shall likewise take measures to protect against computer malware and other destructive data. The Purchaser shall be obliged to test whether the supplied software or files are infected with computer malware before executing the software or opening the files. This shall also apply to software the Purchaser wishes to use as part of his (operating or control) systems, where the functionality of his software may be affected thereby.

11.6 The Purchaser shall be obliged to back up data himself on a regular basis in order to prevent loss of it as a result of computer malware. If data is lost or manipulated, Seller shall be liable only for the cost involved in restoring the correct data if the Purchaser has backed it up properly.

12 RETURNED EQUIPMENT

Returned Equipment will not be accepted by Seller and credited to the Purchaser unless Seller agrees thereto in writing prior to such re-delivery and unless such re-delivery takes place prior to the expiration of fourteen (14) days from the date upon which the Equipment left Seller’s place of business. All transport charges in connection with any re-delivery will be prepaid by the Purchaser and Equipment shall remain at the risk of the Purchaser until returned to Seller’s store. Any credit given will be based on the condition of the Equipment on arrival at Voith’s store. All returned Equipment, if accepted by Seller, will be credited less a fifteen (15) % restocking fee.

13 PRIVACY

Seller agrees to adhere to the privacy rules under the Information Technology Act, 2000 as amended from time to time and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules 2011 (“2011 Rules”). If the Purchaser is providing any Sensitive Personal Data and Information (SPDI) as defined under the 2011 Rules, The Purchaser agrees to inform Voith of the same, thereby enabling Voith to comply with the requirements specified under the 2011 Rules.

14 ASSIGNMENT

Purchaser’s obligations or rights under the Contract cannot be assigned, novated or transferred without Seller’s prior explicit written approval. Seller shall be entitled to assign all rights and obligations under the Contract to any company within the Voith Group without prior authorization.

15 BANKRUPTCY, LIQUIDATION

If the Purchaser,

- I. being a person, dies or commits an act of bankruptcy,
- II. being a company, takes or shall have taken against it any action for the winding up of the company or the placing of the company under official management, administration or receivership other than for purposes of reconstruction,

then Seller, at its option, and without prejudice to any other rights Seller may have under the Contract or at law;

- a. may by notice in writing to the Purchaser forthwith terminate the Contract or suspend manufacture or delivery of any Equipment then outstanding; and
- b. retain any security given or monies paid by the Purchaser and apply this against the assessed loss and damages incurred by Seller in the performance of the Contract.

16 SERVICE OF NOTICES, WRITTEN FORM

16.1 For the purpose of service of any document or notice in connection with the Contract it shall be sufficient for either party

to forward such document or notice by ordinary mail if within India or air mail beyond India, with appropriate postage prepaid, or by facsimile, email, telegram or cable to the last known address of the other party.

16.2 Declarations serving to establish, safeguard or exercise rights shall not be valid unless given in writing. Written form shall also include declarations sent in textform by data transfer (e.g. e-mail), electronic signature via signature programs such as DocuSign, Adobe Sign or fax, unless the written form is mandatory according to applicable law.

17 APPLICABLE LAW, JURISDICTION AND ARBITRATION

17.1 For all legal relationships between Seller and the Purchaser, the laws of India shall apply and courts in New Delhi, India shall have exclusive jurisdiction.

17.2 Any dispute or claim, value of which is below INR 5,00,00,000/- arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to Delhi International Arbitration Centre (“DIAC”) and the rules of DIAC shall apply, read along with the provisions of the Arbitration and Conciliation Act, 1996 (“Arbitration Act, 1996”). Arbitral tribunal shall consist of a ‘Sole Arbitrator’, appointed by the Registrar of the DIAC. The language of the arbitration shall be English, and the seat of arbitration shall be New Delhi.

17.3 With reference to disputes and claims arising out of the Contract, the value of which is ascertained to be above INR 5,00,00,000/-, not including interest (if any), parties expressly agree that these shall be referred to DIAC and the rules of DIAC shall apply, read along with the provisions of the Arbitration Act, 1996. The arbitral tribunal shall consist of three arbitrators. The Registrar of DIAC shall appoint the first two arbitrators, and both arbitrators together shall appoint the third arbitrator. The language of the arbitration shall be English, and the seat of arbitration shall be New Delhi.

17.4 Each party shall bear its own internal expenses with respect to such arbitration. The cost of arbitration court proceedings shall be borne in such manner as may be specified in the award of the arbitrators.

17.5 Performance of the Contract shall continue during Arbitration proceedings unless the suspension is ordered by the Purchaser. If any such suspension is ordered, all reasonable costs incurred by the Seller as on date of such suspension occasioned thereby shall be added to the Contract price. No payments due or payable by the Purchaser shall be withheld on account of pending reference to arbitration.

17.6 Further, notwithstanding any dispute between the parties, the Seller as well as the Purchaser, and their assignees, representatives, past or present employees, directors or anyone action for and on behalf of them, are bound by confidentiality and non-disparagement obligations towards parties to this Contract, and any breach of such obligations shall be considered a material breach of the terms of this Contract.