GENERAL TERMS OF EXPORT SALES

1. - DEFINITIONS

Unless specifically agreed otherwise, these General Terms of Export Sales apply to tenders, agreements, orders or contracts (hereinafter referred to as the "**Order**" or "**Orders**") raised by you ("Buyer") pertaining to export sales of products or related services (hereinafter referred to as the "**Products**") by Novateur Electrical & Digital Systems Pvt. Ltd. (hereinafter referred to as the "**Seller**").

2 - VALIDITY OF THE AGREEMENT - ORDER OF PRECEDENCE

These General Terms constitute in addition to the existing agreement between the Seller and the Buyer relating to carrying out any Order issued by the Buyer and in absence of any existing agreement, this agreement supersede all prior undertakings, commitments, negotiations, statements, written or verbal communications, acceptances and agreements between the Seller and Buyer relating to the said Order.

No stipulation to the contrary stated on any document of the Buyer shall, in any way whatsoever, alter these General Terms, unless the Seller has expressly agreed thereto in writing.

To the extent that the specific conditions defined in each Order have been approved by the Seller and the Buyer and, in the case of any contradiction between the General Terms of Sale and the specific conditions and/or any other applicable document attached or pertaining thereto by reference, the following order of descending priority shall apply:

- the specific conditions; and
- the General Terms of Export Sale; and
- any other document attached thereto or incorporated therein by reference.

3 - PRICES - INTEREST, TAXES AND CHARGES

Prices are understood to be as per defined incoterms and exclusive of taxes unless stated otherwise. Prices are firm unless stated otherwise. The Buyer expressly agrees not to request any price revision, regardless of circumstances.

Interest @ 21% per annum will be charged if any invoice is not paid by its due date. Further, the Seller is entitled to take legal recourse to recover the dues.

All duties, taxes, levies and other charges arising because of or in relation to the Order shall be at the Buyer's expense and shall be paid directly by the Buyer, or if paid by the Seller, the Seller shall be reimbursed promptly by the Buyer on presentation of the documents pertaining thereto certifying that the said payments were made.

4 - DELIVERY - TRANSFER OF RISK AND OWNERSHIP

Delivery lead times are given as an indication only and the Seller shall not be bound to pay any penalty charge or compensation should delivery take place on a different date.
Products travel at the Buyer's risk and liability. It falls to the latter to check them on arrival and, where appropriate, to express any reservations to the delivery carriers.

Any discrepancy observed in the invoice must be brought to our attention within 15 days of receipt of material. No complaints in respect of material supplied vide this invoice will be entertained unless the same is lodged in writing within 15 days of receipt of material.

On special instructions from the Buyer, shipments may be made by the Seller who shall then invoice the Buyer for the additional costs involved.

The Buyer shall be liable for all damage and loss occurring after delivery of the Products. Failure by the Buyer to make any payment by its due date may result in the Seller reclaiming the Products delivered and the suspension of all deliveries of Products in progress.

5 - CONDITIONS OF ACCEPTANCE OF DELIVERIES BY THE BUYER

Unless different features are expressly agreed in writing between the Seller and Buyer, the features of the Products are those defined in the Seller's technical documentation/Policy/Agreement (hereinafter referred to as the "**Specifications**").
The Seller's Products are subject to checks and tests in its factories in accordance with its usual procedures. If the Buyer were to request a specific acceptance procedure for the Products, the corresponding costs shall be at its charge.

To be admissible and qualify for application of the provisions of this paragraph, all claims regarding compliance of the Products with the Specifications detailed must be lodged in accordance with the Seller's procedures within agreed working days from the date of delivery as specified in agreement/policy .

No claim shall be admissible once the Products have been modified or have deteriorated because of action or inaction by the Buyer, in particular during storage, inspection, installation, assembly and disassembly.

In as much as the merits of the Buyer's claims are established and acknowledged as such by the Seller, the latter undertakes to accept the return of the defective Products only, at its cost, subject to the returns being made in their original packaging, intact and in good condition.
No Product may be returned without the Seller's prior written agreement.

In the event a return is accepted, the Seller may choose either to replace or repair the Products as per the warranty terms of the product if it has acknowledged as being defective, or to credit the Buyer with the price of the said Products. In no event shall the Buyer be able to rely on such a return to cease making any payment for which it is liable towards the Seller, nor for cancelling all or part of any Order in progress.

6 - FORCE MAJEURE

The Seller shall not be deemed to be in default of its contractual obligations if such defaults are due to the occurrence of a case of Force Majeure. Force Majeure covers all unforeseeable and irresistible events of any nature whatsoever that are outside the Seller's control, such as natural disasters, bad weather, fire, strikes, sabotage, embargo, interruptions, pandemic, epidemic, delays in transport services or methods of communication, events or acts originating from civil or military public authorities (including all delays in securing any authorisations or permits of any kind whatsoever), declared or undeclared war, which have the effect of rendering the Order temporarily or permanently impossible to carry out.

7- WARRANTY

The Seller guarantees to the Buyer that the Products supplied pursuant to the Order shall be delivered with no material, design or manufacturing defect. This warranty shall take effect from the date of manufacture of the Products or at the latest, from the date of delivery of the Products, as per warranty policy applicable on products. If it transpires during the warranty period that any part of the Product is defective under this warranty and to the extent that the Buyer gives prompt notice thereof within a reasonable time as defined in Warranty Policy , the Seller shall correct the said defect at its sole discretion either by repairing the defective part or parts, or by delivering a repaired or replacement component in accordance with applicable laws.

If the product is not stored / used as per our Product / usage guidelines, any risks and hazards arising thereof are to be borne by the Buyer from date of delivery.

This warranty shall also apply to any part of the Product or Products or spare parts repaired or replaced under this warranty, for the remaining warranty period.

This warranty does not apply to non-reusable components or to defects originating from or connected with failings of the Buyer in regard to the use, installation or maintenance of the Products according to the Specifications and all related documentation and more generally according to accepted standards of use of the Products. This warranty shall also not apply to defects arising from or connected to (i) the combining of the Product with a product not designed or

manufactured by the Seller, or (ii) a modification of the Product carried out by third parties other than the Seller, or (iii) an accident involving the Product that is not due to the Seller, and (iv) normal wear and tear.

8 - INTELLECTUAL PROPERTY RIGHTS

The purchasing of Products by the Buyer in no way confers any right whatsoever upon the latter to reproduce all or part of the Products or to exploit any intellectual property rights relating to them. In the event a third party were to bring an action for infringement of its intellectual property rights relating to the Products delivered to the Buyer, the Seller shall either defend or settle the claim as it shall choose and at its expense.

The above undertaking shall apply only in as much as the Buyer shall have informed the Seller immediately in writing of any claim for infringement involving Products delivered by the Seller and so long as the latter shall have complete control as regards management of the action and proceedings.

Furthermore, the Seller shall not be liable for any cost or expenditure incurred without its authorisation by the Buyer, or for any direct or indirect losses that might arise from any loss of use whatsoever of the Products delivered. The above provisions form the whole of the Seller's commitments in regard to the Buyer in the event of any dispute arising over third-party intellectual property rights relating to the Products delivered by the Seller.

9– COMPLIANCE

Buyer shall ensure the compliances under various legislations that are enacted from time to time, rules framed thereunder and guidelines issued by the Government or any other concerned authority. Buyer further undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption and fair competition.

Seller is subsidiary of Legrand Group France ("Legrand"/ "Legrand Group") and has to adhere applicable policies, further Buyer acknowledges that he is acquainted with and adheres to Legrand's sustainable development and business ethics requirements, as set out in the 'Shared Code of Ethics', 'Guide to Good Business Practices' and in the 'Charter for Fair Competition', which is available on the Legrand Group's Website - https://www.legrand.com/en/group/business-ethics.

The Buyer undertakes to comply with the Legrand Group sustainable development policy especially regarding environmental protection, compliance with social and labour applicable rules and policies, occupational health and safety of its employees, ethical conduct in business relationship and more specifically prevention of corruption and compliance with competition rules.

In terms of prevention of corruption, Legrand expects the Buyer to reject corruption in all its forms, whether public and private, active or passive. To this end, the Buyer undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption of each country he is established in and/or he operates in.

In terms of competition law, it is expected from Buyer to reject every unfair or anti-competitive practice and to demonstrate a law-abiding behaviour towards its competitors, its customers and its Sellers. To this end, the Buyer undertakes to comply with all applicable national and international laws and regulations relating to fair competition of each country he is established in and/or he operates in.

The Buyer undertakes to observe and to implement within its group principles of good business practices equivalent to those described in the Fair competition Charter of the Legrand Group especially concerning prohibited vertical agreements, abuse of market power or exchanging of privileged information with competitors.

Seller and its group/associates/parent Companies and their internal and external auditors shall be entitled to audit the Buyer' compliance with obligations relating to such matters.

That in the event of any liability arising out of failure to observe or non- compliance of any such laws by the Buyer in discharge of its obligations under this agreement, the Buyer shall bear all the resultant liability (ies) whatsoever, if any arising out thereof and that the Seller and its management shall not be liable for any such liability (ies).

The Buyer undertakes to comply with all laws and regulations on embargoes, economic, commercial or financial sanctions or restrictive measures applied by France, the United States, the European Union or any other applicable national legislation ("**embargoes**") and to obtain all licences, shipping documents and authorisations required for the resale, export or re-export of Legrand Group products.

Accordingly, the Buyer agrees not to:
- export or re-export the Products to a country which is prohibited or subject to restrictions, without having obtained all necessary authorisations from the French, European or American authorities or those of any other country that imposes restrictions;
- supply the Products to persons, organisations or entities subject to restrictions by France, the European Union or any other country; or to persons, organisations or entities about which there are reasons to believe that they fail to comply fully with the national or international regulations in force;
- export or re-export the Products for the purpose of using them in sectors that are prohibited or subject to restrictions by the law and embargo regulations;
- issue or collect any financial flows without having previously notified and/or obtained the necessary authorisations from the competent authorities.

The Buyer is responsible for obtaining all authorisations or licences as required by the export regulations and guarantees to hold the Seller not liable in regard to any recourse pertaining thereto. The Seller may suspend its obligations and the Buyer's rights until such time as the authorisations and guarantees have been granted or for the period of such restrictions or prohibitions. In all events, the Seller shall be able to cancel the Order without thereby giving rise to any liability whatsoever with regard to the Buyer or end-user.

10 - CONFIDENTIALITY

Unless otherwise stipulated on the Order, all design study documents, data and information disclosed by the Seller to the Buyer or of which it becomes aware in the course of carrying out the Order, shall remain the Seller's property.
All the documents referred to above and those supplied by the Seller during the consultation or in the course of carrying out the Order must be treated as confidential and may not be disclosed to any persons other than those qualified to have knowledge thereof.
In addition, the Buyer undertakes not to disclose any confidential information issued by the Seller of which it might become aware in the course of carrying out the Order.

11 - LIABILITY

In no event shall the Seller be liable towards the Buyer, its employees, agents, heirs, assigns and successors in interest for any indirect losses, tangible or intangible damage of any nature whatsoever including, without limitation, all losses, costs, damage, loss of income or profit borne by the Buyer or any third party .

The Seller's total cumulative liability for any reason whatsoever, either based on the non-completion of any Order or on any other type of liability (negligence, strict liability or other) or in respect of any warranty whatsoever, shall in no case exceed the amount of the payments received in respect of the said Order.

12 - CONFLICT OF INTEREST

The Buyer declares that:

- Neither Buyer nor any of its employee(s) or subcontractor(s) has/have a conflict of interest in the context of this agreement. A conflict of interest may arise, in particular, from economic interests, political Affinities, family or emotional attachments or any other common shared relationships or interests;
- it and/or its employees and subcontractors will inform Seller promptly of any situation that might constitute a conflict of interest or that is likely to lead to a conflict of interest;
- it and/or its employees and subcontractors has/ have not made and undertake not to make any offer, of any kind whatsoever, from which an undue advantage may be derived in regard to this agreement;
- it and/or its employees and subcontractors has/ have not directly or indirectly consented, solicited, sought to obtain or accepted any financial or other advantage in favor of or from any person whomsoever, constituting an illegal practice or amounting to bribery and corruption, directly or indirectly, as an incentive or a reward connected to the award of the said agreement.

Seller may request any information or document enabling this statement to be verified.

13 – DATA PROTECTION AND SECURITY

Each Party hereby consents to processing of their personal data strictly in accordance with the purposes of this Agreement with an option of withdrawing its consent. Buyer undertakes to comply with Seller's data protection policy available on its website**:** https://www.legrand.co.in/assets/pdf/Act-of-consent-Binding-Corporate-Rules-GDPR.pdf

14 – WHISTLEBLOWING

If the Buyer discovers information which they believe shows serious malpractice, unacceptable practices or wrongdoing by Seller's employees or anyone associated with work provided under this Policy, with no fear of reprisal the Buyer has the right to report legitimate concerns of a whistleblowing nature to the Seller anonymously or with their name, which shall not be disclosed to anyone. This should be done by using the following email address: India.complianceCommittee@Legrand.com or https://legrand.signalement.net which is monitored by the senior management of the Seller.

15 - GOVERNING LAW - SETTLEMENT OF DISPUTES

Any disputes between the Seller and Buyer relating to the existence, validity, interpretation, performance or termination of any Order (or any one of its clauses) which the Seller and Buyer are unable to resolve amicably, shall be put to competent courts and tribunals of Delhi, India if there is no specific Contract . The Order shall be governed by the laws and regulations of India.