

## GENERAL TERMS AND CONDITIONS OF PURCHASE

**1. CONTRACT FORMATION.**

- 1.1 These general terms and conditions ("**Terms and Conditions**") shall form part and govern all purchase orders ("**Purchase Order**" or "**PO**") issued by Eriez Magnetics India Private Limited ("**Eriez**" or "**Buyer**"), agreements entered into by Buyer for Purchase of Products or Services.
- 1.2 A PO does not constitute an acceptance by Buyer of any offer, any quotation, or any proposal from Seller. Buyer shall not be bound by a PO until Seller executes and returns to Buyer the acknowledgment and duly signed copy of a PO and these Terms and Conditions which shall constitute acceptance of the offer set forth in a PO.
- 1.3 Seller shall be bound by a PO and these Terms and Conditions when: (1) Seller executes and returns the acknowledgment copy of a PO; (2) Seller otherwise communicates to Buyer in writing or electronic mail its acceptance of a PO; or (3) Seller delivers to Buyer any of the Products, or renders to Buyer any of the Services, identified in a given Purchase Order.
- 1.4 A Purchase Order expressly limits acceptance to these Terms and Conditions, and any additional or different terms proposed by the Seller are rejected unless expressly assented to in writing by Buyer. Buyer expressly objects and rejects any terms contained in any of Seller's documents which are different from, or additional to, these Terms and Conditions. Buyer's execution of any document issued by Seller shall constitute only an acknowledgment of the receipt thereof and shall not be construed as an acceptance of any of the terms therein. No contract shall exist between Buyer and Seller except as provided in these Terms and Conditions.
- 1.5 Any amendment or modification of the Contract shall not become binding unless agreed upon in writing in between the Parties governing the individual transactions covered by the Contract.

**2. DEFINITIONS.**

- 2.1 "**Acceptance**" shall mean the written acceptance of the Products and Services by the Buyer, subject to proper inspection or the Products and Services and satisfaction of Buyer that the Products and Services conform to the specifications provided in a PO.
- 2.2 "**Affiliates**" means, with reference to a party, any company or other legal entity which: (i) controls either directly or indirectly, a party; or (ii) is controlled, directly or indirectly, by a party; or (iii) is directly or indirectly controlled by a company or entity which directly or indirectly controls a party. For these purposes, "control" means the right to exercise more than fifty percent (50%) of the voting or similar right of ownership; but only for so long as such control shall continue to exist.
- 2.3 "**Buyer**" means Eriez Magnetics Private Limited and/or any of its Affiliates to which Seller is providing Products or Services under the Contract.
- 2.4 "**Contract**" means the Purchase Order issued by Buyer (including any ancillary documents provided by Buyer) and these Terms and Conditions. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.
- 2.5 "**Delivery**" shall mean the delivery of the Products and Services made to the Buyer by the Seller at such location or premises as specified in the PO and subject to the Buyer's Acceptance.
- 2.6 "**Parties**" means the Buyer and the Seller.
- 2.7 "**Products**" means the equipment, parts, materials, supplies, and other goods Buyer has requested under a PO and Seller has agreed to supply to Buyer under the Contract.
- 2.8 "**Purchaser Order**" or "**PO**" is an offer to purchase Products and/or Services by the Buyer.
- 2.9 "**Seller**" means the entity providing Products to or performing Services for Buyer under the Contract.
- 2.10 "**Services**" means the services Buyer has requested and Seller has agreed to perform for Buyer under the Contract.
- 2.11 "**Specification**" drawings, designs, patterns, computer software, programs, modules, flow charts, models, data, specifications, samples or other description or instructions furnished or agreed to by Buyer and as per which the Seller shall manufacture and supply Products and Services.
- 2.12 "**Terms and Conditions**" means these general terms and conditions for the Purchase of Products or Services, together with any modifications or additional provisions specifically stated in Buyer's Purchase Order or specifically agreed upon by Buyer in writing.

**3. ENTIRE AGREEMENT.**

This Purchase Order supersedes all prior understandings, agreements and negotiations between the Buyer and Seller with respect to the subject matter hereof.

**4. AMENDMENT AND MODIFICATION.**

The Contract may not be amended or otherwise modified except by a writing which is executed by Buyer. Any acknowledgment form or other document of Seller containing terms and conditions shall not have the effect of modifying the Contract (which includes these Terms and Conditions), even if signed by Buyer, and such documents are hereby specifically rejected. Buyer shall consider a request by Seller for an amendment only if such request is in writing and is directed to specific paragraphs in the PO. No such amendment shall be binding upon Buyer unless specifically accepted in writing by Buyer.

**5. CHANGE ORDERS.**

The Buyer reserves the right at any time to amend the terms of PO and issue written change orders with respect to any one or more of the following: (1) Specifications, drawings, and data incorporated into the Contract; (2) methods of shipment or packing; (3) place of Delivery; (4) time of Delivery; (5) manner of Delivery; and (6) quantities ("**Change Order**"), and Seller agrees to promptly proceed with all such changes so ordered. If any such Change Order causes an increase or decrease in the cost of, or the time required for, performance of the Contract, an equitable adjustment shall be made in the contract price or Delivery schedule, or both. Any claim by Seller for an adjustment under this Paragraph 5 must be approved by the Buyer in writing before the Seller proceeds in accordance with such change order. If Seller proceeds in accordance with the change order without having first obtained Buyer's written consent to an adjustment, Seller shall be deemed to have waived any claim for an adjustment and Buyer shall not be obligated to make or honor any adjustment relating to the change order in question.

**6. IDENTIFICATION.**

The PO number should appear on all packages, packing slips, invoices, bills of lading and other correspondence relating to such PO. Seller shall note and adhere to any and all instructions for labelling or identification of all parcels, packages, or goods. Failure to adhere to such instructions may incur rejection or penalties from the Buyer.

Deliveries shall be made as specified on the PO without charge for packaging or storage (as applicable) unless otherwise agreed in writing by Buyer. Seller shall use the carrier(s) / delivery services selected by Buyer if Buyer so requests. PO number must be plainly marked on all packages, bills of lading and shipping orders. Seller shall not ship or deliver the Products in advance of schedule or make partial shipment unless otherwise agreed in writing by Buyer.

**7. PAYMENT AND INVOICING.**

- 7.1 Prices stated in a PO shall apply to all deliveries to be made or Services to be rendered under a PO and the Buyer shall only be invoiced at the price(s) stated on the given PO. Buyer shall have no obligation to pay invoices for Products or Services at any increased price unless such increased price shall have been agreed upon by the Buyer in writing. The price set forth in a PO is the entire price for the Products and/or Services in question. Unless specifically otherwise set forth in the PO, such price includes all shipping, postage, handling, packaging, containers, drayage and any other materials or Services provided in connection with the performance of the Contract by Seller. Except as is otherwise provided in the PO, Buyer shall not be obligated to pay any fees or charges of any nature whatsoever which are in addition to the price provided in the PO unless otherwise agreed by Buyer in writing.
- 7.2 Except as is otherwise provided in a PO, the purchase price includes all applicable federal, state, and local taxes, including (without limitation) sales taxes. Seller shall be solely responsible for the payment of any such taxes. All bills or invoices shall have GST registration number of the Seller and should be marked to concerned Manager or as mentioned in PO (quadruplicate) duly endorsed with PO reference number and PO date. Seller will invoice the Buyer only for the amounts due and agreed under PO.
- 7.3 Except as otherwise set forth on the face of a PO, Buyer will pay Seller all undisputed amounts within 30 (thirty) calendar days from the Buyer's Acceptance of the Products and/or Services. Payments may be withheld by Buyer on account of (i) defective Products or Services not remedied, (ii) claims made or filed, (iii) unsatisfactory performance, (iv) failure of Seller to pay any sub-contractors (if any), or (v) any amounts owed by Seller to Buyer or its Affiliates.
- 7.4 Without prejudice to the other rights available to the Buyer, the Buyer shall have the right to set off any amounts owing to Seller against any payments due under any other PO or contract between the Parties. Buyer may withhold from payment to Seller any invoiced amount that is subject to a good faith dispute, and/or an amount sufficient to reimburse Buyer for any loss, damage, expense, cost, or liability relating to Seller's failure to comply with any requirement of the Contract.
- 7.5 Unless otherwise expressly agreed between the Parties, in no event shall Seller issue an invoice more than 2 months after the date upon which Seller provided the Products or Services to Buyer.
- 7.6 If a price discount is applicable for prompt payment, the discount period shall begin on the later of: (1) the date of Buyer's receipt of the Seller's invoice; or (2) the date of the Buyer's receipt of the Products and/ or Services which are the subject of the PO.

**8. DELIVERY.**

- 8.1 Unless any Liquidated Damages for late Delivery of the Products or Services are specified in a Purchase Order, **TIME WILL BE OF THE ESSENCE FOR SELLER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER.** The Products/Services shall be delivered/performed strictly as per the instructions in the Purchase Order. Seller shall pay all applicable transportation and insurance costs under the stated INCOTerms to the stated place of Delivery. If the Delivery of the Products is not made at the times specified in a PO, or the rendering of Services is not completed at the times specified in the PO, Buyer reserves the right, without liability, and in addition to its other rights and remedies, to take either or both of the following actions: (1) direct expedited routings of the Products (the difference in cost between the expedited routing and the PO routing shall be paid by Seller); and/or (2) terminate the Contract without any liability, including liability for return transportation costs which shall be solely borne by the Seller. If Buyer terminates the Contract, Buyer may, at its option, purchase substitute Products or Services elsewhere and charge the Seller with any losses and expenses incurred by Buyer in connection therewith.
- 8.2 Seller shall not ship in advance or make partial shipment unless otherwise agreed in writing by Buyer. Buyer reserves the right to retain any early Delivery and/or excess quantity of Products delivered and make payment as if Delivery was made per schedule or return the early or excess Products at Seller's expense. The foregoing remedies are in addition to, and not in lieu of or in limitation of, any other rights and/or remedies Buyer may have under applicable law or under the terms of the Contract.
- 8.3 Delay: If Liquidated Damages for late Delivery or performance are specified in the Purchase Order, the Seller shall be liable to pay or credit such penalty amounts to the Buyer as the sole remedy for the late Delivery or performance. If the maximum specified Liquidated Damages are reached, Buyer shall have the right (but not the obligation) to terminate the contract or purchase order for breach of the Seller. Otherwise, unless due to a Force Majeure Event, in case of a delay in Delivery of Products or Services by the Seller the Buyer may in its sole discretion:
  - a. refuse to accept Delivery of the Products and cancel the Purchase Order in part or in full and purchase such cancelled quantities from other vendor(s); and/or
  - b. to either purchase such Products and/or Services from other sources on Seller's account, in which case, the Seller shall be liable to pay to the Buyer any difference between the price at which such Products and/or Services have been purchased and the price calculated at the rate set-out in the Purchase Order or to hold the Seller liable to pay the Buyer direct damages for non-Delivery of Products and/or Services.

8.4 In case of a delay due to Force Majeure Event, Seller shall immediately give written notice of delay, including all relevant information regarding the delay, to Buyer. In addition, Seller shall take all reasonable steps to avoid or remove the cause of such delay and mitigate the harm of such delay to Buyer and will resume performance (if suspended) as soon as the cause of delay is removed. In the event the Seller's performance is delayed or is expected to be delayed by more than 20 business days, the Buyer upon written notice to Seller may terminate the Contract (which includes the PO) for its convenience in accordance with Section 15 of these Terms and Conditions.

#### 9. INSPECTION AND ACCEPTANCE OF GOODS.

- 9.1 Except as is otherwise provided in a Purchase Order, final inspection, and Acceptance of Products and/or Services shall be made as promptly as practical after Delivery. Notwithstanding the foregoing, the failure of Buyer to promptly inspect and accept or reject Products and/or Services, or to detect defects by inspection, shall not: (1) relieve Seller of any liability for the failure of the Products and/or Services to conform to the requirements of the Contract; and (2) result in the imposition of any liability whatsoever upon Buyer.
- 9.2 In the event that any Products and/or Services are defective in design, materials or workmanship, or otherwise not in conformity with the requirements of the PO, Buyer shall have the right to: (1) reject the Products and/or Services and, in accordance with Section 9.3, below, terminate the Contract for default as to the rejected goods; (2) reject the Products and/or Services and require correction by the Seller; (3) reject the Products and/or Services and return the Products to Seller at Seller's expense; (4) accept the Products and/or Services and deduct from the amount due Seller the cost of remedying the defects; and/or (5) accept the Products and/or Services and deduct from the amount due the Seller the greater of (i) any damages incurred by Buyer as a result of the defect or non-conformity in question, or (ii) the difference in value of the goods as delivered and the purchase price under the Contract.
- 9.3 If Buyer elects to reject the Products and/or Services and require their correction, Seller shall at no expense to Buyer promptly correct or replace them with Products and/or Services conforming to the requirements of the PO in accordance with Buyer's instructions. If Seller fails to do so promptly Buyer may either: (1) replace or correct such Products and/or Services and charge Seller the costs incurred to do so; or (2) terminate the Contract for default in accordance with Section 16 below. Buyer shall be entitled to recover reasonable direct costs for storage of rejected goods not removed from its premises within 15 working days.
- 9.4 Acceptance of all or part of the goods shall not be deemed to be a waiver of Buyer's right to revoke Acceptance, to reject the Products, and to return all or any portion of the goods because of a failure of the goods to conform to the requirements of the Contract (including, but not limited to, any breach of warranty).
- 9.5 Payment for any goods shall not constitute or be deemed as Acceptance of the Products and/or Services.
- 9.6 Acceptance of any part of the Purchase Order or any Products or Services shall not bind Buyer to accept future shipments of non-conforming Products/Services, nor deprive it of the right to return non-conforming Products.
- 9.7 The remedies of the Buyer which are set forth in this Section 9 are in addition to, and not in lieu of or in limitation of, any other rights and/or remedies which Buyer may have under applicable law or under the terms of the Contract.

#### 10. TITLE AND RISK OF LOSS.

Title and risk of loss shall pass to the Buyer according to the INCOTerms stated in the Purchase Order. If no INCOTerms are stated in the PO or the Contract, the Title and risk of loss shall be on the Seller until Delivery of the Products to Buyer at its premises or to the location as specified in the PO or at a job site alternatively designated by the Buyer and Acceptance of Products and/or Services by the Buyer. Upon delivery of the Products/Services to the Buyer subject to its Acceptance, the Buyer shall have all right to use, modify, further develop, and create derivative works or otherwise alter, sell, distribute, or otherwise transfer the Products and/or Services as part of products sold or services rendered by Buyer on a commercial basis. Seller shall execute any documentation required by Buyer to give effect to the foregoing.

Each Party shall retain ownership of its intellectual property rights existing prior to entering into this Contract.

#### 11. SELLER'S WARRANTIES.

- 11.1 Seller warrants that it shall have good and marketable title to all Products furnished pursuant to the Contract and that such goods shall be delivered to Buyer free and clear from all liens and encumbrances. By accepting the Purchase Order by acknowledgement, Delivery or otherwise, the Seller warrants that all goods delivered hereunder will be of good quality, material, and workmanship, merchantable, free from all defects and fit for their intended use and those particular purposes of which the Seller has been informed. Seller warrants that the Services provided will be performed (a) in a professional and workmanlike manner and (b) in compliance with all applicable laws, rules, regulations, codes, and ordinances, and all of Buyer's safety and other requirements communicated to the Seller.
- 11.2 Seller further warrants that the Products and all materials and work will conform to all applicable drawings, Specifications, samples or other oral or written descriptions or representations given in all respects with respect to the Products, materials, and work, notwithstanding any subsequent general disclaimer by the Seller. Buyer's approval of Seller's design shall not be construed to relieve Seller of this warranty. Seller further warrants and guarantees that the sale or use of its Products will not infringe any third-party intellectual property rights.
- 11.3 All warranties set forth in this section shall survive any inspection, Acceptance, or payment by Buyer of or for the goods or services. Any express warranty provisions contained in any of the Seller's contract documents shall be in addition to and not in lieu of the express and implied warranties herein set forth.
- 11.4 Seller agrees that the warranties set forth in this Section 11 shall survive Acceptance of the Products/Services. These warranties shall be in addition to, and not in limitation or replacement of: (1) any warranties of additional scope given by Seller to Buyer, which warranties of additional scope are incorporated by reference in the Contract; and (2) any warranties which may exist as a matter of law.
- 11.5 None of the warranties set forth in this Section 11 and no other implied or express warranties shall be deemed disclaimed, limited, or excluded unless evidenced by an amendment to the Contract executed by the Buyer in accordance with the provisions of Section 4, above. In the event of a breach of any of the foregoing warranties, Buyer shall have such remedies as are provided under this Contract and as are provided by law. Any remedies specified in the Contract for a breach of warranty shall be in addition to, and shall not be in lieu of or otherwise limit, any remedy which Buyer may have under applicable law, including (without limitation) claims for damages.

#### 12. CONFIDENTIALITY OF INFORMATION.

All non-public information disclosed by Buyer to Seller including terms of the Contract and information relating to or in connection with the negotiation, execution, and performance of the Contract (the "Confidential Information") shall be considered confidential to Buyer. Confidential Information includes, but is not limited to: (1) technical information (including, but not limited to, designs, drawings, models, Specifications, and engineering data); and (2) business information relating to Buyer (including, but not limited to, the existence, terms and conditions of the Contract, the intended use of the goods and services covered by the Contract, the business plans of the Buyer, information relating to customers of the Buyer, and so forth). Seller shall: (1) hold all Confidential Information in strict confidence; (2) take all necessary and appropriate precautions to maintain the confidentiality of the Confidential Information; and (3) use the Confidential Information solely for the purpose of fulfilling Seller's obligations under the Contract. Seller agrees that the Confidential Information should be accessed and disclosed only to its employees having a need to know who have been properly advised of the confidential nature of the Confidential Information, and who are under binding obligations of confidentiality, use and non-disclosure complying with the requirements hereunder. Seller shall require its employees, agents, representatives, and sub-contractors to maintain the confidentiality of the Confidential Information. Seller shall be liable to Buyer for any breach of such obligations by Seller's employees, agents, representatives, and sub-contractors. The obligations of confidentiality, use and non-disclosure referred to in this Section shall not apply to information which: (i) is or becomes publicly available through no fault of Seller; (ii) is independently developed by Seller without recourse to the Confidential Information provided hereunder; (iii) is obtained by Seller in good faith and on a non-confidential basis and without a use restriction from a third-party who lawfully obtained and disclosed such information; or (iv) is required to be disclosed by law following advance notice to Buyer to allow for protection of its rights.

#### 13. INDEMNIFICATIONS.

Seller agrees to defend, indemnify and save harmless Buyer, its officers, agents, successors, assigns and customers against all claims, demands, damages, costs, expenses, attorneys' fees or liability of any kind which arise from, or are related in any way to: (1) the actual or alleged infringement of any trade name, trademark, copyright or patent, or the misappropriation of any trade secrets or unauthorized disclosure of Confidential Information arising in connection with the possession, sale or use of the Products delivered, or Services rendered, to Buyer under the Contract; (2) injuries or damages to any person or property arising from the performance of Services for Buyer, if the Contract calls for the performance of such Services; (3) the performance of the Contract by Buyer or any agent or sub-contractor of Buyer; and/or (4) the claims of third parties relating to or arising in connection with Services performed and/or the goods delivered under the Contract. Seller further agrees, upon receipt of notification from Buyer, to promptly assume full responsibility for the defense of any and all such claims, suits, actions, or proceedings for which Seller is obligated to provide indemnification under this Section 13.

#### 14. INSURANCE.

Seller shall be responsible for maintaining, at Seller's expense, at all times during the term of this Contract, all insurance that a reasonable and prudent seller of Products would carry for the provision of Products or performance of the Services hereunder and shall provide Buyer with proof of such insurance upon request. Compliance by Seller with the insurance requirements shall not affect or limit Seller's obligations to indemnify Buyer under Section 13, above.

#### 15. TERMINATION BY BUYER FOR CONVENIENCE.

Notwithstanding any other provisions of the PO, Buyer may terminate the Contract or PO for convenience in whole or in part for any reason, at any time, by written notice to Seller. Upon receipt of such notice, Seller shall terminate, pursuant to the notice, the work started under the Contract. Seller will promptly advise Buyer of: (1) the quantities of work in process and material on hand or purchased specifically for the Contract prior to termination; and (2) the most favorable disposition that Seller can make thereof. Seller shall comply with Buyer's instructions regarding disposition of such work and material. Unless otherwise directed by Buyer, finished work shall be delivered to Buyer by Seller in accordance with the terms of the Contract. Within thirty (30) days after receipt of the notice of termination, Seller shall submit its claims, if any, relating to the termination. Buyer shall have the right to verify such claims at any reasonable time by inspecting and auditing the records, facilities, work, or materials of Seller relating to the Contract. In the event of a timely claim, Buyer shall pay Seller: (1) the purchase order price, pro rata, for finished work; and (2) the cost to Seller (excluding profit, overhead or losses) of work in process and raw material, based on any audit Buyer may conduct and generally accepted accounting principles. Such amount shall be reduced by the following: (1) the reasonable value or cost (whichever is higher) of any items used or sold by Seller without Buyer's consent; (2) the value of any defective, damaged or destroyed work or material; and (3) the amount received, or which may reasonably be expected to be received, by Seller for usable and/or saleable raw materials or work in process which can be used or disposed of by Seller in a commercially reasonable manner in mitigation of its claim. Buyer shall make no payment for finished work, work in process or raw material fabricated or procured by Seller in excess of Buyer's written releases. Payment as provided under this Section 15 shall constitute Buyer's only liability in the event the Contract is terminated under this Section 15. Seller's acceptance of such payment shall constitute acknowledgment that Buyer has fully discharged such liability. In no event shall Buyer be responsible for any lost profits, loss of use of capital, or any other form of direct, indirect, incidental, or consequential damages with respect to any termination of the Contract pursuant to this Section 15. Except as otherwise provided in Section 16, below, the provisions of this Section 15 shall not apply to any termination by Buyer for default by Seller or for any other cause allowed by law or under the Contract.

#### 16. TERMINATION FOR CAUSE.

- 16.1 Buyer may terminate for default all or any part of the undelivered portion of the Contract if Seller: (1) does not make timely Delivery of conforming Products as specified in the Contract; (2) materially breaches any of the terms and conditions of the Contract; or (3) so fails to make timely progress as to make it unlikely that Seller will be able to perform under the Contract. If the Buyer believes that such breach can be cured, the Buyer shall, prior to termination of the whole or part of this Contract or PO, give Seller notice of such default. The Seller shall have ten (10) calendar days (or more if authorized by Buyer) from the date of receipt of such notice in which to cure the default or satisfy Buyer that such default shall be cured within a period acceptable to Buyer. Upon failure to cure the default, Buyer may give Seller written notice of termination for default without prejudice to any of its other rights and recourses, and the Contract shall stand terminated with immediate effect effective from the date of receipt of notice of termination by the Seller.
- 16.2 In addition, Buyer shall have the right to terminate the Contract upon giving notice to the Seller, with immediate effect, if any of the following events occur: (1) initiation of insolvency proceedings against the Seller; (2) appointment of a receiver or trustee for Seller; (3) execution by Seller of an assignment for the benefit of creditors; (4) winding up of Seller, (5) Seller breaches any of its obligations hereunder, (6) violation of Buyer's "Ethics and Business Conduct Guidelines for Eriez Suppliers".

16.3 The exercise by Buyer of the right of termination hereunder shall not result in any liability to Buyer nor have the effect of waiving any remedies or damages to which Buyer might otherwise be entitled. The remedies set forth in this Section 16 are in addition to, and not in lieu of or in limitation of, any other rights and/or remedies Buyer may have under applicable law or under the terms of the Contract. In the event that a court of competent jurisdiction should determine that Buyer wrongfully terminated the Contract for default by the Seller, such termination shall be deemed to be a termination for convenience by Buyer pursuant to Section 15, above, and the liability of Buyer therefor shall be limited as provided in Section 15, above.

**17. SALES LIMITATION.**

Without the prior written consent of Buyer, Products manufactured wholly or in part from Buyer's proprietary Designs or Specifications provided in the PO may not be sold by Seller to third parties.

**18. NO WAIVER.**

No waiver of any right of the Buyer under the Contract or under any applicable law shall be effective unless executed in writing by Buyer. Buyer's failure or delay in enforcing strict compliance with any provision of the Contract shall not be construed as a waiver of such provision or right. The obligations of Seller with respect to any such provision or right shall continue in full force and effect, and may subsequently be enforced by Buyer at any time.

**19. PERFORMANCE BY SELLER.**

These Terms and Conditions are issued to Seller along with the PO and in reliance upon Seller's personal performance, and Seller agrees not to assign the Contract or to delegate the performance of its duties without the prior written consent of Buyer. Any such assignment or delegation which is attempted without the prior written consent of Buyer shall be void, and shall constitute a material breach of the Seller's obligations under the Contract.

**20. WORK ON BUYER'S PREMISES.**

If Seller's work under the Contract involves performance of work by Seller on the premises of Buyer, Seller shall take all necessary precautions to prevent: (1) the occurrence of any personal injury, including (without limitation) injury to employees of Buyer or Seller or to third parties; and (2) property damage. Seller shall adhere to any and all safety policies and requirements (whether written or unwritten). The Seller shall defend and indemnify Buyer against all claims which arise out of, or in any way relate to, any alleged act or omission of the Seller, its authorized agents, employees, or subcontractors (as approved by the Buyer under Section 24 below) in the performance of such work. Seller shall maintain such worker's compensation, public liability and property damage insurance and employers liability and comprehensive insurance as is reasonably necessary to protect Buyer from risk and from any claims. Upon the request of Buyer, Seller shall cause Buyer to be named as an additional insured under such insurance policies. The provisions of this Section 20 are in addition to, and not in lieu of, the provisions of Sections 13 and 14, above.

**21. BUYER'S PROPERTY.**

Unless otherwise agreed by the Buyer and the Seller in writing, the following items (collectively, the "Buyer's Property") shall be, and shall remain, the personal property of the Buyer and/or its Affiliates: (1) all tools, equipment, patterns, fixtures, drawings or materials of every description furnished to Seller by Buyer or specifically paid for by Buyer, and any replacements thereof; (2) all "Special Tooling" as defined below, and any replacements thereof; (3) all copyrights in all plans and/or drawings furnished to Seller by Buyer or its Affiliates; and (4) all trade secrets, intellectual property and other proprietary rights encompassed within the "Confidential Information," as defined in Section 12, above either provided directly by Buyer or its Affiliates. The Buyer's Property, and whenever practical each individual item of the Buyer's Property, shall be plainly marked and identified by Seller as property of Buyer and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's Property and shall not use Buyer's Property except in filling Buyer's orders. Buyer's Property, while in Seller's custody or control, shall: (1) be held at Seller's risk; (2) be kept insured by Seller at Seller's expense in an amount equal to the replacement cost thereof, with loss payable to Buyer, and (3) be subject to removal at Buyer's request. In the event of removal, Seller shall prepare Buyer's Property for shipment and redeliver it to Buyer in the same condition as originally received by Seller, reasonable wear and tear expected. Seller shall permit Buyer to enter Seller's facilities at any time during Seller's hours of operation to retrieve and remove any property of Buyer. The term "Special Tooling" as used in this Section 21 means all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauges, special test equipment, other special equipment and manufacturing aids, and drawings and any replacements of the foregoing, acquired or manufactured or used in the performance of the Contract, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the production of the goods to be produced under, or the performance of the services of the type required by, the Contract. The term does not include: (1) items of tooling or equipment heretofore acquired by Seller, or replacements thereof, whether or not altered or adapted for use in the performance of the Contract; (2) consumable small tools; or (3) general or special machine tools or similar capital items.

**22. FORCE MAJEURE.**

Each party may be excused from a failure to perform or a delay in performance, in whole or in part, in the event of, and to the extent that, acts of God, disease, war, riot, fire, explosion, accident, flood, sabotage, pandemic, epidemic, lockdown, compliance with governmental laws or regulations, change of governmental law or regulation, orders or action, national defense requirements, or any other event beyond the reasonable control of such party which prevents the manufacture, shipment, Acceptance or use of any Products or Services hereunder (each a "Force Majeure Event").

**23. INDEPENDENT CONTRACTORS.**

The Buyer and Seller are strictly independent contractors with respect to one another, and nothing in the Contract shall be construed as rendering a party the partner, joint ventures, agent and/or employee of the other party.

**24. ASSIGNMENT.**

This Contract shall not be assigned, subcontracted, or otherwise disposed of, in whole or in part, by the Seller without the prior written consent of Buyer and any such assignment or disposition without Buyer's written consent shall be considered null and void. Buyer may assign this Contract in whole or in part at its sole discretion.

**25. SEVERABILITY.**

If any term or provision of this Contract is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Contract shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or provision is invalid, illegal, or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify the PO so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner, in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. Headings are included for convenience only and shall not affect the interpretation of this Contract.

**26. SURVIVAL.**

All Specifications provided in the PO, Special Tools and Confidential Information must be returned to Buyer immediately upon termination of the Contract for any reason whatsoever, or otherwise destroyed. The obligations of Seller under Sections 10 (Title and Risk of Loss), 11 (Seller's Warranties), 12 (Confidential Information), 13 (Indemnifications), 15 (Termination by Buyer for Convenience), 16 (Termination for Cause) as well as any other obligations which by their nature and context are intended to survive, shall survive the termination or expiration of the Contract for any reason.

**27. GOVERNING LAW.**

The terms of the PO, Terms and Conditions and Contract shall be governed by and construed in accordance with the laws of India.

**28. JURISDICTION.**

The Parties agree to submit to the exclusive jurisdiction of the courts at Chennai, Tamil Nadu for any relief as regards to any injunctive relief, specific performance, losses or claims or matter arising in relation to this Contract, including any other relief under applicable laws available.

**29. ARBITRATION.**

- (i) The obligations of the Parties under this Contract shall not be affected in any manner by reason of inter-se disputes amongst the parties.
- (ii) All disputes shall be resolved by arbitration under the Arbitration and Conciliation Act, 1996.
- (iii) The arbitration tribunal shall consist of a sole arbitrator appointed mutually by the Parties.
- (iv) The place of arbitration shall be Chennai, Tamil Nadu and the language of the arbitration shall be English.
- (v) The arbitrator's award shall be substantiated in writing and the award shall be enforceable in any court having jurisdiction, subject to the applicable laws.
- (vi) Notwithstanding the existence of any dispute pending adjudication before the arbitration tribunal or any court, and save as the arbitration tribunal or court may otherwise direct by a final or interim order, the Parties shall continue to perform their respective obligations (which are not in dispute) under this Contract.

**30. ANTI-BRIBERY.**

Seller will not engage in any activity that exposes the Buyer and its affiliates to a risk of penalties under applicable anti-corruption and anti-bribery laws in India. The Seller shall not pay any fee, commission, rebate, bribe, or anything of value to or for the benefit of any employee of Buyer for the purpose of obtaining, retaining, or directing business, securing any improper advantage in the conduct of business/services, or inducing the improper performance of business-related function. The Seller shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Buyer's best interests. This obligation shall apply to the activities of the Seller, its sub-contractors as well as their employees and agents.

**31. NO THIRD-PARTY BENEFICIARIES.**

There are no third-party beneficiaries with respect to this Contract between the Buyer and Seller, including (but not limited to) any customers of the Buyer or any affiliates of the Buyer.

**32. RECOVERY OF EXPENSES.**

Buyer shall be entitled to recover from Seller all costs and expenses (including, but not limited to, reasonable attorney's fees) which are incurred by Buyer in enforcing its rights under this Contract, including, but not limited to, the recovery of any amounts owed by Seller to Buyer under this Contract.