

Eickhoff Wind Asia Private Limited

General Terms and Conditions of Purchase

1. Conclusion of contract

November 2021

- 1.1 Eickhoff Wind Asia Private Limited (hereinafter referred to as “**Eickhoff**”) places orders exclusively on the basis of its General Terms and Conditions of Purchase. These Terms and Conditions of Purchase shall also apply if Eickhoff accepts the delivery and/or makes payments although it is aware of terms and conditions of the supplier to the contrary or diverging from its Terms and Conditions of Purchase. They shall also be applicable to all future business transactions with the supplier.
- 1.2 Any deviations from these Terms and Conditions of Purchase shall only be effective if confirmed in writing by Eickhoff. Confirmed deviations shall only apply to the respective individual case without effect on any future dealings.
- 1.3 Our purchase orders can only be accepted within ten (10) working days after receipt.
- 1.4 Purchase orders shall only be binding if submitted in writing. This shall also be valid for any other agreements made before or after the conclusion of the contract. Purchase orders placed orally or by telephone require the subsequent written confirmation by Eickhoff to become legally valid. The same shall apply to oral supplements and amendments to the contract. Any performances rendered or deliveries made without written order will not be accepted. Orders, call-offs as well as their modifications, amendments and additions can after prior written agreement also be effected by remote data transmission or via machine readable data carriers. Eickhoff retains right to cancel any Purchase orders within 15 (fifteen) days from the date of placing the order. Vendor shall not be entitled to make any claim for any cost or charges for such cancellation as per this clause 1.4. The Vendor, before accepting the order must ensure that the terms of the Order and any applicable specifications are complete, accurate & has understood the scope of supplies.
- 1.5 Any remunerations for visits or the preparation of quotations, projects, etc. shall have to be agreed separately.
- 1.6 The supplier has to treat the conclusion of the contract confidential and shall only be allowed to indicate business relations with Eickhoff after Eickhoff has given its approval in writing.
- 1.7 The parties to the contract undertake to treat as business secret any and all commercial or technical details of which they learn in the course of the business relations and which are not a matter of common knowledge. Sub-suppliers shall be bound accordingly.
- 1.8 Eickhoff shall have the right to demand technical changes and changes to delivery time to the delivery item even after the contract has been concluded. The impacts in connection with these changes of contract shall be suitably taken into consideration by both parties, particularly with respect to additional or lower costs incurred and the delivery times.
- 1.9 Any terms and conditions mentioned in the quotation or invoice of the supplier or otherwise which are conflicting with these terms and conditions or terms of the order shall supersede only if agreed by Eickhoff in writing. The supplier shall not accept the order unless it agrees with this clause.

2. Prices, shipment, packaging

- 2.1 The prices agreed are fixed and exclude additional claims of any kind. These prices are inclusive of costs for packaging and transport to the shipping address and/or point of use specified by Eickhoff as well as for customs formalities and customs duties. Unless agreed otherwise in writing, the price is inclusive of packaging. If an “ex works”, “ex warehouse” price or the like is agreed the forwarder of choice specified by Eickhoff shall be employed. Any additional costs incurred by non-compliance shall be borne by the supplier. The supplier shall bear all costs incurred including loading up to the point of transfer to the carrier.
- 2.2 A dispatch note must accompany each shipment. Dispatch notes, consignment notes, parcel labels, invoices, and all correspondence must show number and date of the purchase order as well as drawing number or material code number, if any. The delivery note shall also give the gross, tara and net weights. For all shipments where Eickhoff has to bear the freight costs partially or in whole it is imperative to observe the routing order.
- 2.3 Eickhoff shall only accept the quantities or numbers of items ordered. Higher or lower quantities shall only be allowed after prior written agreement with Eickhoff.
- 2.4 Shipment shall be made at the supplier's risk. The risk of any deterioration including that of accidental loss shall thus remain with the supplier until the goods are delivered to the shipping address or place of use as requested by Eickhoff.
- 2.5 The obligation of the supplier to take back packaging is subject to the legal provisions. The goods shall be packed such that transport damage is prevented. Packaging materials shall only be used to the extent as required to achieve this purpose. Only environmentally friendly packaging materials are allowed to be used. If, after prior consultation, packaging is invoiced separately to Eickhoff by way of exception Eickhoff shall be entitled to return to the supplier freight paid those packages which are in a good condition against payment of 2/3rd of the value resulting from the invoice. It is clarified that supplier shall be responsible to pack the goods in compliance with the applicable laws.
- 2.6 Unless otherwise specified in the Order, the prices shall be effective for a period of Thirty (30) days from the date of issue of the quotation.

3. Invoicing and payment

- 3.1 The invoices shall be sent to Eickhoff in one copy immediately after delivery. All invoices must show number and date of the purchase order as well as references, supplier number and material code number. On no account shall invoices accompany the shipments. If the supplier fails to comply with this clause Eickhoff shall not be responsible for any delays in processing based on such non-compliance.
- 3.2 To the extent as required to understand them invoices shall be submitted including all pertinent documents and data like acceptance reports and test certificates. Eickhoff shall have the right to refuse performance until a due invoice has been submitted. Payment shall be made according to the actual quantities, weights or any other units on which the delivery is based as well as the agreed prices.
- 3.3 Unless otherwise agreed in writing, Eickhoff will pay the purchase price within 90 (ninety) days after delivery and receipt of the invoice without deduction or with 3% discount within eight (8) days or 2% discount within fourteen (14) days after delivery and receipt of the

invoice. Provided that Eickhoff shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of contract nor shall any interest be charged on such amounts.

- 3.4 To the extent that certificates on material tests have been agreed they constitute an integral part of the shipment and have to be sent to Eickhoff together with the shipment.
- 3.5 Payment shall neither include a statement regarding the quality of the shipment nor does it limit the rights of Eickhoff. If the shipment is faulty Eickhoff shall be entitled to withhold the payment proportionately to the value until the contract has been duly performed.
- 3.6 Rights of offset or retention are due to us to the extent as defined by law.

4. GST and Other Law Compliances

The supplier shall be having a valid GST registration. The supplier shall file all the necessary documents and returns with the GST authorities and make payment of GST periodically for enabling Eickhoff to receive the GST benefit. In any case if it is found that the supplier has not complied with any of the GST laws and for which Eickhoff is denied the GST benefit or is denied any other benefit for the mistake of the supplier, Eickhoff shall have all the right to recover the loss incurred by it directly from the supplier or adjust the same against any outstanding payables to the supplier. Eickhoff reserves the right to immediately terminate the purchase order without any notice to the supplier, if it is at any point of time found that the supplier is not in compliance with GST or any other laws for that time being in force.

5. Delivery dates, default in delivery, force majeure

- 5.1 The supplier acknowledges and agrees that time is of the essence with respect to the supplier's performance.
- 5.2 The delivery dates agreed are binding; the supplier will be in default as the delivery date expires, without the need to send a reminder. If the obligation is to be performed at the creditor's domicile, receipt of the goods at the place of receipt or use specified by Eickhoff shall be relevant for observance of the delivery date or the delivery time. If an acceptance is required, the supplier shall be in default without reminder when he does not offer Eickhoff the performance ready for acceptance at the agreed date. Eickhoff shall not have the right to refuse acceptance due to immaterial defects.
- 5.3 If the supplier realizes that an agreed deadline cannot be met for any reasons whatsoever the supplier shall have to inform Eickhoff immediately in writing stating the reasons and the expected duration of the delay. However, such intimation in no manner shall release the supplier from the consequences of delayed delivery.
- 5.4 If the supplier is in default by exceeding the delivery date Eickhoff shall be entitled to demand a damage of 0.1% of the total order value per workday, however, 5% of the order value as a maximum. The right reserved to claim damages mentioned in the Contract or the purchase order, can be asserted until the invoice is paid. The amounts claim in this clause are by way of liquidated damages and not penalty.
- 5.5 If no delivery date has been agreed the deliveries shall be made on workdays during normal business hours. By signing the delivery note and/or taking delivery of the goods supplied no statement is made as to whether the delivery meets specifications.

- 5.6 Force majeure shall relieve and discharge the parties to the contract from their obligations of contractual performance for the duration of the disturbance and to the extent of its impact. The parties to the contract shall be committed to make every reasonable effort to immediately provide the necessary information and to adapt their obligations to the changed circumstances in good faith.
- 5.7 In the event the goods arrive earlier than agreed Eickhoff shall reserve the right to return the goods at the supplier's cost and risk. In such a case Eickhoff shall be entitled to make the payment not earlier than at the due date agreed.
- 5.8 Eickhoff shall accept partial deliveries only after they have been expressly agreed.
- 5.9 If the supplier fails to deliver the goods within the stipulated time as per the purchase order, Eickhoff may, at its absolute discretion, have the following cumulative rights:
- i) divert the ordered goods;
 - ii) recover from the supplier the amount of loss that Eickhoff had to bear due to the delay in the delivery as well as recover the differential amount that will be required for procurement of material from other supplier(s).
 - iii) repudiate the contract in part or full.

6. Reservation of Title

The supplier has to transfer the ownership/title of the goods unconditionally and irrespective of the payment of the purchase price. In any case all kinds of extended or overall reservations of title shall be excluded, so that a potential validly declared reservation of title shall only apply until payment of the purchase price for the respective delivered goods and only for those goods.

It is clarified that the risk in goods shall not stand transferred in favour of Eickhoff, unless (i) Eickhoff inspects the Goods (or waive such inspection) and confirm in writing the same; and (ii) the supplier fulfils all conditions as may be required by Eickhoff under the order or otherwise in writing, before accepting delivery of the goods. All the risk of loss, damages, destruction or confiscation by regulatory bodies to the goods shall be on account of Eickhoff only after passage of risk in favor of Eickhoff.

7. Liability

The supplier shall be liable for any form of contract violation according to legal provisions unless stipulated otherwise in these Terms and Conditions.

8. Warranties

- 8.1 The major specification agreed is part of the order and can only be changed by mutual consent. Specification shall also mean every description of the scope of supply to be regarded as binding or a drawing.
- 8.2 The supplier undertakes to use environmentally friendly products and processes in his supplies/services and also for supplies or additional services of third parties within the scope of the economic and technical capabilities. Upon request of Eickhoff the supplier will provide a certificate of inspection for the goods supplied.
- 8.3 Eickhoff will inspect the goods supplied for any defects immediately after their arrival. Obvious defects will be notified by Eickhoff immediately, latent defects will be notified by

Eickhoff as soon as they have been detected. If the notification is sent within reasonable period of time the deadline is deemed to be met.

- 8.4 On principle, Eickhoff shall have the right to choose the type of supplementary performance, also in connection with the contract for work and services, except where the contract partner has a right to refuse the selected type of supplementary performance or Eickhoff chooses a right to supplementary performance unreasonable to accept for the contracting party.
- 8.5 With respect to defects of title, the supplier shall indemnify Eickhoff against any claims of third parties which may exist.
- 8.6 If a claim is filed against Eickhoff due to the violation of official safety regulations or based on domestic or foreign product liability regulations or laws for a product defect that is attributable to goods of the supplier Eickhoff shall be entitled to request from the supplier compensation for the damage to the extent that such damage has been caused by the products supplied. This damage also includes the cost of any recall action which may be required. The supplier shall implement a quality assurance system of an adequate type and scope complying with the latest state of the art and provide evidence of the same to Eickhoff upon request.
- 8.7 The supplier shall get himself insured against any and all risks arising from product liability including the recall risk to an adequate amount and make the insurance policy available for inspection if requested by Eickhoff.
- 8.8 The supplier warrants that: (i) it has the full power and legal authority to enter into and to perform its obligations under the contract and performance of contract shall not violate any applicable laws; (ii) all goods will conform to applicable specifications, descriptions and samples and will be and free from defect, claim, encumbrance or lien; (iii) all goods will comply with all applicable laws, rules, regulations; and (iv) it shall comply with relevant industry standards & regulations regarding environmental, health and safety.
- 8.9 It is further clarified that the Eickhoff's receipt of delivery, payment, acceptance of good, inspection, or failure to inspect will not relieve the supplier of any obligations, representations or warranties hereunder.

9. Property rights

- 9.1 The supplier represents that all deliveries are free of property rights of any third party, and particularly, that the delivery and use of the delivery items does not violate any patents, licenses, or any other property rights within India or the European Union. To the extent that the supplier knows of Eickhoff also selling his products to or in certain other countries this shall also apply to such countries.
- 9.2 In the event that claims are made against Eickhoff by any third party on the grounds of the violation of property rights supplier shall indemnify Eickhoff upon the first request. This indemnification shall also apply to customers of Eickhoff. It is not applicable where the supplier manufactured the delivery items according to our drawings, patterns, or descriptions which are equivalent. If the supplier fears that properties rights may be infringed in such a case, the supplier will inform Eickhoff without delay.
- 9.3 Eickhoff shall be entitled, due care and diligence of a prudent businessman taken into consideration, to obtain from the person having the title at supplier 's expense the consent to use the respective delivery items and services.

10. Force Majeur

Neither Party shall be deemed to be in breach of the Contract or otherwise liable to the party for any failure or delay in performing its obligations under the Contract due to Force Majeure, provided that they have complied and continues to comply with its obligations set out in these conditions. Force Majeure includes any unforeseen circumstances beyond such Party's reasonable control and which could not have been avoided by due care including, war, whether declared or undeclared, national emergency, fire, flood, windstorm or other act of God, order or act of any government, national or local, epidemics or quarantine restrictions, natural calamity, riot, commotion, disorder, strike or lockout or any other cause of like or different kind beyond the reasonable control of such Party (herein, a "Force Majeure"). The obligations of the supplier affected by Force Majeure shall be suspended for the duration of such Force Majeure provided that the Supplier (a) has immediately intimated to Eickhoff of existence of such Force Majeure in writing, after becoming aware of the Force Majeure Event; and (b) will use all reasonable efforts to mitigate its effects and resume performance of the Order as soon as possible. It is clarified that economic hardship, unavailability of resources shall not be counted as a Force Majeure event.

11. Indemnification

Supplier shall at all times defend, indemnify, and hold harmless Eickhoff, its officers, employees, and agents from and against all losses, costs, damages and expenses (including reasonable legal fees and costs), claims, suits, proceedings, demands and liabilities of any kind or nature to the extent arising out of or resulting from (a) the acts, breach or omissions of the supplier or its employees, officers, agents or subcontractors, in the performance of the contract; (b) the goods or any defects therein including failure to service goods warranty; (c) any allegation that a good infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property right of a third party; (d) any violations by the supplier of applicable laws or regulations, (e) any customer claims against Eickhoff which may have resulted owing to any delay or deficiency or default attributable to supplier. This indemnity shall survive the expiration or termination of the contract.

12. Final provisions

- 12.1 All questions, disputes or differences whatsoever which may at any time arise between the parties hereto relating to any purchase order and whether as to construction or otherwise shall be governed by the Indian laws. Any dispute arising out of or in connection with the purchase order shall be settled, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or as amended from time to time, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be in Chennai. The arbitral tribunal shall consist of one arbitrator mutually appointed by both the parties. The language of the arbitration shall be English. The cost of arbitration shall be shared equally between the parties unless decided otherwise by the arbitrator.
- 12.2 The supplier acknowledges and agrees that any breach or violation of these conditions may cause irreparable harm to Eickhoff the amount of which may be difficult to ascertain therefore the supplier agrees that in the event of its breach or threatened breach of any of the covenants herein Eickhoff shall have the right to apply to the court of competent jurisdiction for an injunctive order restraining any such breach of threatened breach, without

any proof of actual damage, as may be appropriate to ensure compliance with the provisions of the terms and conditions, such right of Eickhoff shall be in addition to the remedies otherwise available at law or in equity.

- 12.3 Should individual parts of these General Terms and Conditions of Purchase be or become invalid the validity of the remaining provisions shall not be affected.
- 12.4 The supplier shall not be entitled to subcontract the order or any essential parts thereof to any third party without the prior written consent of Eickhoff.
- 12.5 The supplier shall not be entitled to assign claims he has against Eickhoff without the prior written consent of Eickhoff which may not be unreasonably withheld.
- 12.6 Unless otherwise expressly agreed, the place of performance for the delivery commitment shall be the shipping address or point of use requested by Eickhoff; for all other commitments of both parties it shall be Uthukadu "B", Kancheepuram Taluk, Kancheepuram District, Tamil Nadu, India.
- 12.7 Exclusive place of jurisdiction for all disputes arising from the supply relationship shall be Chennai, Tamil Nadu. This shall also apply if the supplier has no domestic place of general jurisdiction.
- 12.8 In case supplier's personnel are entering Eickhoff's premises or its clients' premises for delivery of the goods and/or performance of any services in relation to the contract, they should use all necessary PPE's (Personal Protective Equipment's). PPE's should be provided by supplier at its own cost.
- 12.9 The supplier shall not assign any of its rights, and/or obligations hereunder without the prior written consent of Eickhoff, and any attempted assignment without consent shall be null and void.
- 12.10 All information provided by Eickhoff to the supplier in any form in connection with the goods shall be deemed as confidential information. Supplier agrees to keep all such confidential Information as secret and not to disclose to any third party. Supplier shall disclose such confidential information to its employees on need to know basis. All confidential information disclosed under in connection with order and/or execution of order to the Vendor shall remain, at all times the exclusive property of Eickhoff.