

ENORISE INDIA PRIVATE LIMITED

General Terms & Conditions

1. **Acceptance of Purchase Order** - This Purchase Order constitutes ENORISE India Private Limited (ENORISE) offer to Supplier for parts, materials or systems, (hereinafter referred to as Parts) and/or services described in the Purchase Order and will become a binding contract upon the terms and conditions set forth herein upon Supplier's acceptance either by its signing and returning the acknowledgment form hereof, commencement of effort, by shipment of conforming Parts and/or services, invoice submission, or acceptance of payment, whichever occurs first. Any terms and conditions that Supplier proposes when accepting this Purchase Order that are inconsistent with or in addition to the terms set forth in this Purchase Order will not be binding on ENORISE and will be void and of no effect, unless and to the extent expressly accepted in writing by an officer of ENORISE authorized to do so.
2. **Quality and Inspection** – Supplier warrants that all goods delivered hereunder will conform to applicable specifications, drawings, samples, or other descriptions and that the same will be free of defects under normal expected use. If the goods are of Supplier's design or its standard commercial item, Supplier warrants they will be fit and sufficient for the purposes intended. Supplier shall indemnify and hold ENORISE harmless against all liabilities for damages and injuries which may be incurred by ENORISE in its own use, or by its customer's use, on account of defective material or workmanship in the goods supplied hereunder. Parts may be inspected by ENORISE and/or ENORISE's Client at all times and places and at any stage of production, and if inspected at Supplier's premises, Supplier without additional charge must provide all reasonable facilities and assistance required for safe and convenient testing and inspection. The foregoing does not relieve Supplier of its obligation to make full and adequate test and inspection. ENORISE may base acceptance or rejection of any or all Parts on inspection by sampling. From the time of notice of rejection of defective Parts upon inspection, or for a breach of any warranty, the risk of loss thereof will be upon Supplier until redelivery, if any, to ENORISE. All rejected Parts may be returned to Supplier at Supplier's risk and expense or be held by ENORISE at Supplier's risk and expense, subject to Supplier's disposal.
3. **Indemnification** - Supplier agrees to protect, defend, indemnify and hold ENORISE harmless from any and all claims, including attorney's fees, damages and losses that ENORISE or any third party may incur connected in any way with this Purchase Order transaction, including claims of infringement of intellectual property rights. Supplier shall be liable and indemnify ENORISE for any and all additional cost, expenses, and damages caused by Supplier's failure to deliver Parts or perform work or services as specified on the Purchase Order, including these Terms and Conditions, and/or change notice, applicable specifications, or upon reasonable request of ENORISE.
4. **Advertising** – Supplier will not in any manner advertise or publish the fact that Supplier contracted to furnish ENORISE the Parts and/or services without first obtaining written consent of ENORISE to do so.
5. **Default** - ENORISE may, by written notice to Supplier, cancel this Purchase Order for default: **[a]** if the Supplier fails to deliver the Parts or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time, **[b]** if the Parts delivered do not conform to contractual requirements or if Supplier fails to perform any of the other Purchase Order provisions, or so fails to make progress as to endanger performance of the contract in accordance with its terms, or **[c]** if Supplier's financial condition becomes unsatisfactory to ENORISE at any time. Upon such cancellation Supplier must deliver to ENORISE any of the Parts and/or complete any of the services for which ENORISE makes written request at or after cancellation, and ENORISE will pay Supplier the fair value of any such Parts and/or services so requested and delivered.
6. **Changes** - ENORISE will have the right, by written notice from authorized ENORISE procurement personnel, to change the extent of the work covered by the Purchase Order, the drawings, specifications, or other description herein, the time, method or place of delivery or the method of shipment or packaging, or to suspend work. Upon receipt of any such notice, Supplier must promptly notify ENORISE in writing if any such change causes an increase or decrease in the cost of performance or in the time required for performance. Equitable adjustment will be negotiated promptly, and the Purchase Order modified in writing accordingly. No change will be granted in the cost of performance or in the time required for performance should Supplier fail to give prompt notice to ENORISE, the Purchase Order is not modified in writing by authorized ENORISE procurement personnel, or to the extent Supplier performs such work without such modification.

7. **Tools and Materials** –ENORISE will retain the title to and the right of immediate possession of all tooling, equipment, and/or materials furnished by ENORISE or paid for by ENORISE , directly or indirectly, for use hereunder. ENORISE does not guarantee or warrant the accuracy of any tooling design or the efficacy of any tooling it furnishes. Supplier will: **[a]** be responsible for all losses or damages to such tooling, equipment or materials while in its possession and insure its risk in this respect with adequate fire and extended coverage insurance; **[b]** clearly mark the same as belonging to ENORISE , keep it segregated in Supplier's plant and treat it confidentially, **[c]** keep the same in good operating condition, and **[d]** use the same exclusively for the performance of work for ENORISE and not for production of larger quantities than specified or in advance of normal production schedules, except with ENORISE 's written consent. Upon termination of this Purchase Order for any reason, all such items will be disposed of as ENORISE directs.
8. **Patents, Copyrights, Trademarks, Trade Secrets and Other Intellectual Property Claims** - The Supplier must defend at its expense and hold harmless ENORISE and its subsidiaries, agents, customers and users, from any and all losses, damages, or liability (including legal expenses) for or on account of, or resulting from, any claim of infringement of any existing or future patents, copyrights, trademarks or violation of any trade secrets or other intellectual property claim, with respect to any of the Parts or services furnished under this Purchase Order. The fact that ENORISE furnishes specifications to Supplier with respect to any of the Parts will neither relieve the Supplier from its obligations hereunder nor limit the Supplier's liability therefore, nor will the same be deemed to constitute ENORISE 's undertaking to hold Supplier harmless against any such claim arising out of Supplier's compliance with the specifications.
9. **Confidential Information** – Supplier will not disclose to any third party or use any Confidential Information concerning this Purchase Order or other material intended for use with it without first obtaining ENORISE 's written consent. ENORISE will retain title at all times to such Confidential Information, including but not limited to drawings, specifications, samples, layouts, illustrations and other material, all of which (including copies thereof) will be promptly returned to ENORISE upon request or upon termination of this agreement. Any knowledge or information that Supplier may disclose to ENORISE in connection with the Parts and/or services will not be deemed to be Confidential Information and will be acquired free from any restriction as part of the consideration for this Purchase Order, unless ENORISE otherwise specifically agrees in writing.
10. **Termination** - ENORISE may, at any time with or without reason, terminate this Purchase Order for convenience in whole or in part by written or electronic notice. Any Supplier's claim, if any, will be settled based upon its reasonable costs and expenses incurred to the date of termination of this Purchase Order.
11. **Notice of Delay** - Whenever an actual or potential labor dispute or other event is delaying or threatens to delay the timely performance of this Purchase Order, Supplier will immediately give ENORISE written notice of such event, including all relevant information regarding the event.
12. **Delivery** - Time is of the essence with respect to delivery of any Part and/or service to be provided hereunder. Failure to satisfy the schedule under this Purchase Order is grounds for immediate termination.
13. **Limitation of Liability** - ENORISE will not be liable to Supplier, the Supplier's agents, representatives, assigns or successors, for any incidental, punitive, indirect, special, exemplary, reliance or consequential damages or for lost profits. The liability, if any, of ENORISE under any Purchase Order for any claims, costs , damages, losses, and expenses for which ENORISE may be legally liable, whether arising in negligence or other tort, contract, or otherwise, and whether or not foreseeable, will not exceed the aggregate agreed-on price under the pertinent Purchase Order.
14. **Insurance** – During the term of this agreement, Supplier shall procure and maintain, at its own cost and expense, appropriate insurance acceptable to ENORISE . This includes but is not limited to Worker Compensation, General Liability, Automotive Liability, and coverage for the transport, handling, and manufacturing of Hazardous Materials and associated handling systems at ENORISE . Any variance to these requirements must be approved by ENORISE in writing prior to the providing of any service or Parts by Supplier. Supplier must provide evidence of appropriate insurance coverage upon ENORISE request. Supplier shall be solely responsible for any deductibles or retentions required in connection with the above-referenced insurance, and Supplier shall defend, indemnify, and hold harmless ENORISE for any cost or liability associated with deductibles or retentions, including but not limited to any payment thereof.

Additional Insurance Requirements

- a. Supplier will keep all required insurance coverage in force for the duration of the contract and warranty period.
- b. ENORISE shall be named as Additional Insured under such policy(ies), with evidence of such insurance provided to ENORISE within 30 days from the contract execution.
- c. The Supplier's insurance carrier shall agree in writing to provide ENORISE with 30 days advance notice of cancellation or material change coverage.

- d. The insurance afforded to ENORISE as an Additional Insured shall be primary. If ENORISE has other insurance which is applicable to the loss on the excess or contingent basis, the amount of Supplier's liability under this policy shall not be reduced by the existence of such other insurance.
- e. Supplier will keep Commercial General Liability (CGL) insurance with minimum INR limit of Rs. 100,000.00.
- 15. Environmental** – The Supplier shall comply with all applicable environmental laws, rules, and regulations in force in India, including but not limited to the Environment (Protection) Act, 1986, the Air (Prevention and Control of Pollution) Act, 1981, the Water (Prevention and Control of Pollution) Act, 1974, the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, and any other applicable legislation or amendments thereto. The Supplier shall not cause or permit any discharge, emission, leakage, or release of any hazardous substance, waste, pollutant, contaminant, or any other restricted material in violation of any environmental requirement or in any manner that may cause environmental damage or necessitate remediation under applicable laws. For the purpose of this clause, "Hazardous Substance" shall mean any substance defined as hazardous, toxic, radioactive, or dangerous under the Environment (Protection) Act, 1986 and related rules, and shall include petroleum and petroleum products in any form. The Supplier shall also ensure that all waste generated from its operations is handled, stored, transported, and disposed of in accordance with the prescribed pollution control norms and that all necessary statutory clearances, consents, and authorizations are obtained and maintained.
- 16. Taxes, Fees and Permits** – The Supplier shall be responsible for payment of all applicable central, state, and local taxes, duties, cess, and levies under Indian law in connection with the goods or services supplied under this Purchase Order. The Supplier shall, at its own cost and expense, obtain and maintain all permits, licences, and authorisations required to comply with applicable laws, rules, and regulations in India and in the locality where the goods or services are to be provided or performed.
- 17. Scope of Work** – Supplier is hereby authorized to manufacture or supply goods or services only to the quantity or extent shown on corresponding Purchase Order.
- 18. Third Party Requirements** – Supplier agrees that if this Purchase Order includes providing material, equipment, labor or service work in conformance with the specifications issued by a third party for which specifications are binding by contract to ENORISE, this Purchase Order is a subcontract for the performance required of ENORISE and, by this Purchase Order, those third party specifications and terms will flow down to the Supplier and are accepted by the Supplier.
- 19. Equal Employment Opportunity** - ENORISE may utilise the goods or services under this Purchase Order in connection with contracts or transactions with the Government of India or public sector undertakings. The Supplier and its subcontractors shall comply with all applicable Indian labour and employment laws, including the Equal Remuneration Act, 1976, the Rights of Persons with Disabilities Act, 2016, and other anti-discrimination provisions, and shall not discriminate in employment on the grounds of religion, race, caste, sex, disability, or place of birth, while taking affirmative steps to ensure equal opportunity and advancement in employment in accordance with applicable laws and government guidelines.
- 20. Compliance with Export Regulation and Similar Restrictions** - The Parties shall comply with all Indian export control laws and regulations, including the Foreign Trade (Development and Regulation) Act, 1992, the SCOMET list, and applicable DGFT guidelines, and shall not transfer technical data to foreign nationals or outside India without the required government approvals. The Receiving Party shall obtain the Disclosing Party's written consent before seeking any such approval and shall indemnify it against any loss or penalty arising from non-compliance. Both Parties shall also comply with the Official Secrets Act, 1923, and any applicable government security guidelines for handling classified information.
- 21. Compliance with Laws** - The Supplier and its subcontractors shall comply with all applicable central, state, and local laws, rules, and regulations in India, including the Prevention of Corruption Act, 1988, applicable labour laws, the Occupational Safety, Health and Working Conditions Code, 2020, and other health, safety, and environmental regulations. They shall also uphold principles relating to the protection of human rights, the right to collective bargaining, the prohibition of human trafficking, the abolition of forced and child labour, and the prevention of corruption, as recognised under Indian law and international conventions ratified by India.
- 22. Entire Agreement** - This Purchase Order constitutes the entire agreement and exclusive statement of the terms between the parties with respect to the purchase and sale of the Parts and/or services hereunder and supersedes all previous communications, representations, or agreements between the parties with respect thereto. No alteration, modification or amendment of any of the provisions hereof is binding unless in writing and signed by ENORISE's authorized procurement representative.
- 23. Enforcement** - ENORISE may enforce or not enforce any part of this agreement. Non-enforcement of any of these terms does not imply ENORISE's consent to non-compliance or non-performance. If any part of this agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, the

remainder of the agreement will remain intact and binding. This agreement will be interpreted and

construed in accordance with the laws of the State of India without regard to its conflict of laws provisions.

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