

RITTAL'S TERMS AND CONDITIONS OF PURCHASE

1. Acceptance - Modification

This Purchase Order is for the purchase of goods, services or both (collectively referred to as the "Goods") as described on the face of this document. This Purchase Order is deemed accepted when Supplier returns the acknowledgment copy of this Purchase Order or begins performing, whichever is earlier. Rittal rejects any additional or inconsistent terms and conditions offered by Supplier at any time, though the same are expressly mentioned in the invoice or any other document of the Supplier. Any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade may modify, supplement, or explain any terms used in this Purchase Order. No change to or modification of this Purchase Order will be binding upon Rittal unless in writing, specifically identifying that it amends this Purchase Order, and signed by the head of procurement at Rittal. If Supplier becomes aware of any ambiguities, issues, or discrepancies between this Purchase Order and any specification, design, or other technical requirement applicable to this Purchase Order, Supplier shall immediately submit the matter to Rittal for resolution.

2. Delivery, Shipment and Packaging

2.1 Supplier shall deliver the Goods in the quantities and on the date(s) specified on the Purchase Order. TIME IS THE ESSENCE OF DELIVERY.

2.2 If the delivery schedule is endangered for any reason other than Rittal's fault, then Supplier shall, at its expense, deliver Goods by the most expeditious shipping method required to fulfill the Purchase Order delivery requirements. Rittal reserves the right to reject, at no expense to Rittal, all or any part of any delivery that varies from the quantity authorized by Rittal for shipment.

2.3 Items shipped in advance of more than two days of Rittal's delivery schedule may be kept on hold by Rittal at Supplier's expense. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, and air waybills. Supplier must immediately notify Rittal in writing with all relevant information relating to any delay or threatened delay or the timely performance of this PO.

3. Excusable Delay (Force Majeure)

Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event. If delivery of any Goods is delayed for more than 14 days, Rittal may, without liability, cancel all or any part of this Purchase Order.

4. Delivery Terms, Title and Risk of Loss

When the F.O.B. point is Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to Rittal upon delivery of the Goods by Supplier to the carrier designated or approved by Rittal. When the F.O.B. point is Rittal's location, Supplier bears all risk of loss or damage to the Goods and title passes to Rittal upon delivery of the Goods by Supplier at Rittal's designated delivery location. The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods. Rittal may direct Supplier to ship the Goods to Rittal or to any third party designated by Rittal.

5. Import/Customs Compliance

Supplier will be debited for any duties, fees, or freight incurred by Rittal due to Supplier's failure to comply with the terms and conditions of this Purchase Order.

6. Drawback

Supplier shall provide Rittal with all documents, records, and other supporting information necessary to obtain any duty drawback, and shall extend full cooperation to Rittal for obtaining the payment.

7. Price

Supplier shall furnish the Goods at the prices stated on the face of the Purchase Order. Unless otherwise provided on the face of the Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use, or excise taxes; and all customs duties, fees, or charges. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to Rittal of any Goods, Rittal will pay the tax as an addition to payments otherwise due Supplier under this Purchase Order, if Supplier provides to Rittal a value-added tax (or equivalent tax) invoice. To the extent Rittal has not received from Supplier all applicable documents regarding compliance with applicable tax laws, Rittal reserves the right to deduct from any payment to Supplier pursuant to this Purchase Order those amounts that Rittal, in its sole discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction. Upon the agreement of the parties to reduced pricing for the Goods, such pricing shall immediately apply to all Goods in consignment, stocking or replenishment arrangement with Supplier, all undelivered Goods, all open and unfilled Purchase Orders, all future Purchase Orders and all unconsumed inventory owned by Rittal.

If Supplier charges a lower price to any other person/entity for similar goods, Supplier must notify Rittal and apply that price to all Goods ordered under this Purchase Order by applying the lower price to all Purchase Orders. If at any time before full performance of

this Purchase Order Rittal notifies Supplier in writing that Rittal has received a written offer from another supplier for similar goods at a price lower than the price set forth in this Purchase Order, Supplier must immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price, in addition to other rights or remedies, Rittal, at its option, may immediately terminate the balance of the Purchase Order without liability. As directed by Rittal, Supplier shall provide the Goods at the prices listed on the face of this Purchase Order, subject to these terms and conditions, to other Rittal divisions and affiliates and any third-party Rittal's sub-supplier or designee.

8. Invoicing and Payment

After each shipment made or service provided, Supplier shall submit to the address indicated on the Purchase Order an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. This invoice must match the corresponding Purchase Order pricing, quantities, and terms, and must be sent to the invoice address listed on the Purchase Order. All applicable taxes and other Government charges including, but not limited to, sales, use, or excise taxes; value added tax, customs duties, fees and other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English: (a) name and address of Supplier and of the Rittal entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) Rittal's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment if Supplier fail to meet the requirements of the Purchase Order. Payment terms are net 120 days from receipt of a Rittal-approved compliant invoice unless otherwise stated on the face of the Purchase Order or other written agreement executed by both parties; provided, however, that in the event that applicable law requires a payment terms period of shorter duration, payment terms shall be the maximum period allowed by applicable law.

9. Set Off

Rittal may deduct any amount owing from Supplier to Rittal as a set off against any amount owing to Supplier under this Purchase Order.

10. Inspection

All Goods may be inspected and tested by Rittal, its customers and/or end users at all reasonable times and places. Supplier's standard inspection and testing system must be approved by Rittal in writing. Rittal may inspect all or a sample of Goods, at its option, and may reject all or any portion of the Goods if Rittal determines them to be defective or non-conforming, within 15 days of delivery. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. If Goods are defective or non-conforming, Rittal may by written notice to Supplier: (a) rescind this Purchase Order as to the Goods; (b) accept the Goods at an equitable reduction in price; or (c) reject the Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that the Goods are replacements.

11. Warranty

11.1 Supplier warrants to Rittal, its successors, assigns, customers, and end users that during the entire Warranty Period specified below, all Goods supplied will (a) be free from defects in material, workmanship, and design, even if the design has been approved by Rittal, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by Rittal, (c) be merchantable, (d) be fit for the intended purposes and operate as intended, (e) comply with all laws and regulations, (f) be free and clear of any and all liens or other encumbrances, and (g) not infringe any patent, or other intellectual property rights of any third party. Goods that fail to meet the preceding standards are collectively called "non-conforming Goods". Any Component that fails to meet these requirements will be deemed to be a non-conforming Good.

11.2 As to services, in addition to any express or implied warranties, Supplier warrants that (a) it possesses the requisite expertise, facilities and equipment necessary and appropriate to perform the services, (b) the services will be performed in a safe and workmanlike manner, and (c) the services will be performed in accordance with the highest standards in the industry.

11.3 The Warranty Period is 36 months from the date of delivery to the end user or such longer period of time mandated by any longer government requirement covering the Goods. In addition to the warranties described above, Supplier also warrants all Goods to the same extent and for the same time period (if extending beyond 36 months) as the warranties provided by Rittal to Rittal's customers relating to such Goods. These warranties are for the benefit of Rittal, Rittal's customers, and any other person claiming by or through Rittal. These warranties will survive any delivery, inspection, acceptance, or payment by Rittal. Claims for breach of warranty do not accrue until discovery of nonconformance, even if the Goods were previously inspected. Any applicable statute of limitations runs from the date of discovery. If conforming Goods are not furnished within the time specified by Rittal then Rittal may, at its election, have the nonconforming Goods repaired, replaced, or corrected at Supplier's expense or credited to Rittal. Supplier is responsible for the costs of repairing, replacing or correcting nonconforming Goods or crediting them to Rittal, and for all related costs, expenses and damages including, but not limited to, the costs of removal

disassembly, failure analysis, fault isolation, reinstallation, re-inspection, and retrofit of the nonconforming Goods or of Rittal's affected end-product; all freight charges, including but not limited to incremental freight expenses incurred by Rittal for shipments of repaired, replaced, or corrected Goods to Rittal and for shipments of repaired, replaced, or corrected Goods or finished product containing or incorporating repaired, replaced, or corrected Goods from Rittal to any customer of Rittal; all customer charges; and all corrective action costs. Unless set off by Rittal, Supplier shall reimburse Rittal for all such costs upon receipt of Rittal's invoice. Any replacement Goods are warranted for the same period as the original Goods.

Additionally, if any services are found not to be performed as warranted within a period of 36 months after the conclusion of the performance of the services by Supplier, Rittal may direct Supplier to either refund to Rittal the amount paid for the services, or perform the services again in a proper manner to the extent necessary to provide Rittal with the result originally contemplated by Rittal. The warranties and rights provided are cumulative and in addition to any warranty provided by law or equity.

11.4 If, following delivery, Goods exhibit a substantially similar repetitive root cause, failure mode or defect indicating a common or systemic failure ("Epidemic Failure"), then, without prejudice to Rittal's rights under Section 22: (a) the party discovering the failure will promptly notify the other and Supplier shall provide to Rittal a preliminary plan for problem diagnosis within one business day of such notification, which plan Supplier shall revise at Rittal's request; (b) Supplier and Rittal will diagnose the problem, plan an initial work-around and effect a permanent solution; (c) Supplier and Rittal will agree on a plan for customer notification, replacement scheduling and remediation, including identification of suspect population, field removal, return and reinstallation, work in process ("WIP"), inventory replacement, and repair, or retrofitting, regardless of location or status of WIP completion; and (d) Supplier is responsible for all costs and damages associated with any Epidemic Failure. Rittal and Supplier shall work together in good faith to establish and expeditiously implement an Epidemic Failure action plan. If Supplier or any of its Component suppliers initiate any Product or Component recalls, retrofits, or service bulletins that affect Product quality, Supplier shall immediately communicate this information to Rittal.

11.5 No part of any software or other deliverables delivered by Supplier under this Purchase Order shall contain any software or component licensed or obtained under any Open Source licensing program. "Open Source" shall mean any software or other material that is distributed as "free software", "open source software" or under a similar licensing or distribution model (including but not limited to the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), and the Apache License) If Supplier uses Open Source in any software or deliverable, Supplier must first seek written approval from Rittal and if approved, Supplier must identify each Open Source item along with the applicable license terms. For any such approved Open Source, Supplier represents that (a) Supplier is in compliance with the terms and conditions of all applicable licenses for Open Source and (b) Rittal's use of such Open Source (i) will not adversely impact Rittal's proprietary software (ii) will not require Rittal to make available the source code for any Rittal propriety software (iii) will not prohibit or limit Rittal from charging a fee in connection with sublicensing or distributing the software.

11.6 Goods and Services covered by this Purchase Order will comply with all applicable treaties, laws, regulations of the place of manufacture and Canadian, European Union and U.S. state and federal laws, regulations and standards (a) concerning the importation, sale, design, manufacture, packaging and labeling of its Goods, (b) regulating the sale of Goods, and (c) relating to the environment and/or the toxic or hazardous nature of Goods or their constituents, including (without limitation) the U.S. Toxic Substances Act, the U.S. Occupational Safety and Health Act, the U.S. Hazardous Communication Standard, the Federal Hazardous Substances Act, the California Proposition 65, European ROHS standards, and other current and subsequently applicable requirements; and Supplier agrees that it shall furnish promptly on request and provide all information and certifications evidencing compliance with such laws, regulations, standards and requirements.

12. Changes

Rittal may, by email or in any other form of writing, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Any claim by Supplier for adjustment under this provision may be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to Rittal within 7 days from the date of the receipt by Supplier of the Rittal-directed change to the Purchase Order.

13. Design and Process Changes

Supplier shall make no changes in the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any other processes related to the Goods specified in the Purchase Order or documents referenced in it, or if none, those in place when the Purchase Order is issued, without the advance written approval of Rittal's procurement head.

14. Stop Work

At any time by written notice and at no cost, Rittal may require Supplier to stop all or any part of the work under this Purchase Order for up to 120 days ("Stop Work Order"), and for any further period as mutually agreed. Immediately upon receipt of a Stop Work Order, Supplier shall comply with its terms. At any time Rittal may, in whole or in part, either cancel the Stop Work Order or terminate the work under the Termination section of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

15. Termination

15.1 Rittal may terminate this Purchase Order if the Supplier commits a material breach and fails to remedy the breach within 10 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, late delivery or delivery of Goods. If Supplier breaches its obligations and Rittal terminates this Purchase Order in whole or in part, Rittal may charge Supplier for any additional cost it incurs in having such obligations performed by a third party.

15.2 Notwithstanding any firm time period or quantity on the face of the Purchase Order, Rittal may terminate this Purchase Order in whole or in part at any time with or without cause for undelivered Goods or unperformed services upon 15 days' prior written notice.

15.3 If Rittal terminates this Purchase Order for either of the above reasons, Rittal's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by Rittal before the date of termination. The payment can be set off against any damages to Rittal. Upon termination, Rittal may require Supplier to transfer title and deliver to Rittal any completed Goods and Rittal will pay the Purchase Order price for those Goods subject to set off against any damages to Rittal.

16. General Indemnification

Supplier shall, at its expense, defend, hold harmless and indemnify Rittal and its customers, subsidiaries, affiliates, agents and their respective officers, directors, shareholders and employees (collectively "Indemnitees") from and against any and all losses, cost, damage, claim, demand, penalty or liability, including loss of production or business, reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment or verdict incurred by or demanded from the Indemnitee ("loss") arising out of, resulting from or occurring in connection with Supplier's Goods or the performance of the Services by Supplier or its personnel (including any employment-related loss arising out of, resulting from or occurring in connection with the performance), the acts, omissions, negligence or willful misconduct of Supplier or its personnel, Supplier's breach of the terms of this Agreement, or any theft or other misappropriation of Rittal's or its personnel's information, property or funds by Supplier or its personnel. Supplier shall not enter into any settlement or compromise without Rittal's prior written consent, which will not be unreasonably withheld. If Rittal is obligated to pay any loss or any damages pursuant to its contract with a customer, then Supplier will be liable for such loss or any damages to the extent Supplier causes or contributes to such loss or any damages.

17. Intellectual Property Indemnification

For the Goods provided under this Purchase Order, Supplier shall, at its expense, defend and indemnify Rittal and its customers (Indemnitee) from and against any and all loss, cost, damage, claim, or liability, including reasonable attorney and professional fees and costs, and the cost of settlement, compromise, judgment, or verdict incurred by or demanded from Indemnitee arising out of, or relating to any alleged or actual violation of intellectual property rights in any manner whatsoever of any third party.

18. Insurance

Supplier shall maintain and carry liability insurance in an amount no less than the greater of (a) the minimum amount required by applicable law; or (b) the following coverages: commercial general liability (including product liability and, for services to be performed, completed operations liability) in a sum no less than 10 times the value of this purchase order, worker's compensation in an amount no less than the applicable statutory minimum requirement, and employer's liability in an amount of no less than 10 times the value of this purchase order, all with insurance carriers with reputed insurance companies having rating of not less than A- or equivalent. In addition, Supplier is responsible for maintaining an adequate level of insurance to cover any potential losses due to damage to Rittal Property, as defined in earlier clauses. All insurance required by this Section must cover Rittal and their respective officers, directors, shareholders, employees and agents as additional insured. Before delivery of any Goods or commencement of any services under this Purchase Order, Supplier shall provide to Rittal evidence that Supplier maintains the described insurance. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligation in this Purchase Order.

19. Confidentiality

All information, including without limitation to specifications, samples, drawings, materials, know-how, designs, processes, and other technical, business, or financial information, that: (a) has been or will be supplied to Supplier by or on behalf of Rittal; or (b) Supplier shall design, develop, or create in connection with this Purchase Order; as to individual items or a combination of components or both, and whether or not completed, and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of Rittal. To the extent that exclusive title or ownership rights in Confidential Information may not originally vest in Rittal, Supplier irrevocably assigns transfers and conveys to Rittal all right, title, and interest therein. The Supplier shall execute a Non-Disclosure Agreement in favour of Rittal.

20. Audit

Supplier shall maintain detailed records reflecting Supplier's compliance with this Purchase Order for at least 8 years from the date of last delivery. Supplier shall provide, and will cause each of its sub-tier suppliers to provide, access for Rittal's personnel, auditors, all regulatory authorities and Rittal's customers to have access at all reasonable times to facilities, books and other pertinent records and any other information as requested by Rittal or Rittal's auditors. Supplier shall require each of its sub-tier suppliers to do likewise with respect to their records and materials.

21. Limitation of Liability

RITTAL IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS.

22. Assignment and Subcontracting

This Purchase Order will be binding on the Supplier and their respective permitted successors and assigns. Supplier shall not assign this Purchase Order or any rights or obligations under this Purchase Order or subcontract the manufacture of the Goods or performance of any related services without the prior written approval of Rittal. Any assignment or subcontract without Rittal's written approval will be voidable at the option of Rittal. To the extent Supplier assigns or subcontracts all or part of the manufacture of the Goods or performance of any related services as permitted under this Purchase Order, Supplier will be responsible for its assignees and subcontractors (including but not limited to its affiliates) and their personnel to the same extent as if the acts or omissions were performed by Supplier and its employees, agents and personnel.

23. Compliance with Laws and Integrity

Supplier shall comply with all laws, regulations and ordinances and Rittal's Code of Business Conduct ("Code") in performing this Purchase Order. A copy of the Code may be obtained at <http://www.Rittal.com/sites/Rittal/codeofconduct.htm>. Supplier will be solely responsible for all Employer Obligations with respect to Supplier personnel, even if a court or other body deems the personnel to be Rittal employees. "Employer Obligations" includes but is not limited to all obligations of any kind imposed customarily or by law or agreement on persons acting in the capacity of an employer. Further, prior to shipment and upon request, Supplier shall identify and provide to Rittal compliant material safety data sheet information and RoHS Directive information for covered Goods.

24. Applicable Law and Forum

This Purchase Order and the transaction thereunder shall be governed exclusively by the laws of India. Disputes, if any relating to this Purchase Order and transactions thereunder, which cannot be amicably settled between the Supplier and Rittal, shall be referred to Arbitration by a Sole Arbitrator appointed by mutual consent of the parties. The language of the arbitration shall be English and the place of Arbitration shall be Bangalore. Pending settlement or final resolution of any dispute, Supplier shall proceed diligently with the performance of this Purchase Order in accordance with Rittal's directions. Any dispute that could not be settled by the Arbitration as above, shall be subject to the jurisdiction of law courts at Bangalore. All Rittal remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to Rittal at law or in equity.

25. Notices

Notices relating to this Purchase Order must be in writing and may be delivered personally, by overnight courier, or by certified first class mail, postage prepaid. Notice will be deemed given on the date delivered if delivered personally; three business days after being placed in the mail as specified above.

26. Publicity

Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Purchase Order to any third party except as may be necessary to comply with other obligations stated in this Purchase Order requires prior written approval of Rittal. Supplier shall not use Rittal's name or marks or refer to or identify Rittal in any advertising or publicity releases or promotional or marketing materials without Rittal's prior written approval.

27. Waiver

The failure or delay of either party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure or delay prejudice the right of the party to take any action in the future to enforce any provision.

28. Severability

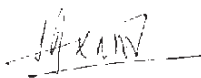
If any provision of this Purchase Order (or portion thereof) is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties agree that the court will construe the provision in a manner that renders the provision valid and enforceable to the fullest extent possible under the law of the applicable jurisdiction and that the remaining provisions will remain in full force and effect.

29. Survival

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Compliance, Drawback, Offset, Equipment and Technical Data, Price, Invoicing and Payment, Set Off, Warranty, General Indemnification, Intellectual Property Indemnification, Insurance, Waiver; Confidentiality/Data Privacy and Intellectual Property, Applicable Law and Forum, Publicity, Waiver, and Survival.

* * * End of Document * * *

Drafted by: Company Secretary




Approved by: GM, Purchase



VP, Finance



VP, Operations



Managing Director