

## **GENERAL CONDITIONS OF SALE OF SOCOME**

The present General Terms and Conditions of Sale (the "GTCs") apply to any offer and any agreement concerning the sale of products and related services (the "Product(s)") provided by the company "SOCOME India Pvt. Ltd." to any customer (the "Client"). In these GTCs, SOCOME and the Client are collectively referred to as the "Parties" or individually as the "Party".

### **1. INTRODUCTION**

#### **1.1. Contractual documents**

SOCOME's sale of Product(s) to its Clients are governed by the following documents in order of priority:

- 1 – The SOCOME commercial offer (the "Offer") and its appendices;
- 2 – These GTCs;
- 3 - If applicable, the Appendix "Warranty conditions for lithium-ion batteries".

Together, the documents referenced in points 1 to 3 above constitute the sales contract (the "Contract").

#### **1.2. Validity and acceptance**

The Offer shall be valid for one (1) month from the date of its issue, unless stated otherwise in the Offer. The fact of placing an order implies full and unreserved acceptance of terms of the Contract. Notwithstanding any general conditions of the Client (whether of purchase, subcontracting or any other kind) which may be annexed to the documents such as the acknowledgments of receipt and orders etc., only the provisions of the Contract shall apply between the Parties. In the absence of clear written confirmation by SOCOME, any deviation from these GTCs shall be unenforceable against SOCOME.

The Product(s) only includes the items specified in the Offer. The Client acknowledges having received from SOCOME the necessary advice and information on the sizing, conditions of use, capacities and performance limits of the Product. The Client shall be deemed responsible for the choice of the Product(s) ordered, its use and its possible integration with other equipment. For any additional Product(s), the prices and delivery dates shall be agreed specifically between SOCOME and the Client. The prices and information relating to the Product mentioned in catalogues, prospectus and price lists are only given by way of non-binding information. SOCOME reserves the right to make any change in the layout, form, dimension, weight or materials without giving a rise to any claim by the Client or price reduction. Due to the evolution of standards and equipment, the characteristics, dimension and volume data stipulated in the Offer and related documents are subject to change and updating, and are therefore only binding on SOCOME after confirmation of the said Offer.

### **2. ORDERS**

The sale, even in the case of an accepted quotation or prior offer, shall only become final and binding once SOCOME has expressly accepted the Client's order (the "Order") and, where applicable, once SOCOME has received the deposit. The minimum order amount is set at Rs 50,000 including GST.

Any request to modify the composition or volume of an Order placed by the Client shall only be taken into account by SOCOME if it is made in writing, including by fax or e-mail. Such request should reach SOCOME not later than 8 days from receipt by SOCOME of the initial Order, unless otherwise agreed between the Parties. In the event that the Client modifies the Order and such modification is accepted by SOCOME, SOCOME shall no longer be bound by the milestones under the original Order.

Any cancellation of an Order by the Client shall be notified to SOCOME by RPAD - registered post with acknowledgement of receipt, registered courier or as agreed between the parties. In the event of cancellation of an Order by the Client that is not due to a material breach by SOCOME, SOCOME shall charge 50% of the total amount of the Order excluding taxes if notified up to 30 days prior to the scheduled delivery date, and 80% of the total amount of the Order excluding taxes if notified less than 30 days prior to the said date. The client acknowledges and agrees that such charges are a genuine pre-estimate of the loss suffered by SOCOME, and do not amount in any way to penalty etc, by whatever name called. The client further acknowledges and agrees that such charge by SOCOME would not entitle the Client to resort to any legal recourse.

### **3. PRICES**

Prices quoted are exclusive of GST. The Client shall be liable to pay GST as stipulated under the Indian laws.

Unless expressly provided for in the INCOTERM applicable to the Order, the price does not include taxes and duties of any kind that may be charged to the Client in connection with the delivery, as well as any taxes and duties incumbent on the purchaser under the applicable legislation.

### **4. INVOICING AND PAYMENT**

#### **4.1. Invoicing and payment conditions**

The invoicing and payment terms are defined in the Offer. Any Order with deadlines or repetition shall be subject to partial invoicing.

SOCOME India is registered as an enterprise under the Micro Small and Medium Enterprises Development Act, 2006. In the absence of specific stipulations on payment terms in the Offer, the provision as contained in Section 15 of Micro Small and Medium Enterprises Development Act, 2006 shall apply under which the customer shall make the payment to SOCOME within a period of forty five (45) days from the date of invoice or as specified in the order acceptance.

No discount shall be granted for early payment, if not agreed otherwise in writing between the parties. The terms of payment may not be delayed or modified for any reason whatsoever, even in the event of a dispute or warranty claim under the terms of Article 7 hereof.

#### **4.2. Late or non-payment**

The following shall be considered as non-payment of an invoice: offsetting not expressly authorised by SOCOME, partial payment of an invoice, suspension or deferral of payment for any reason whatsoever by the Client, or the Client's unjustified refusal to accept the Product.

Any non-payment shall result, on the one hand, in all sums due in respect of the Order in question and invoices not yet due becoming immediately payable, regardless of the method of payment used and, on the other hand, in the suspension of all Orders in progress, without prejudice to any other rights or remedies available to SOCOME. Any deposits and/or partial payments that have already been made by the Client shall be forfeited.

Interest on any late payment shall be payable by the Client, without the need for any prior notice of default by SOCOME. The interest rate for late payment shall be 18% per annum on any unpaid invoices and/or any other overdue payments due from the Buyer.

In the event of any breach of the Client's obligations, including but not limited to obligations as to payment, the Client shall bear on a full indemnity basis SOCOME's legal costs incurred in pursuing its remedies in respect of the same.

Furthermore, in the event of non-payment, SOCOME shall have the right:

- to terminate the sale, in violation of the payment terms referred to in Article 4.1 hereinabove;
- to set a cap/credit limit on the overdraft that would have been granted to the Client, depending on the risks incurred, to agree on new payment deadlines and/or to require the provision of payment guarantees.

SOCOME shall also be entitled to request payment guarantees when an event is likely to affect the solvency of the Client, such as a change in the legal structure of the Client, as well as the transfer, lease or pledging (even partial) of its business.

### **5. DELIVERY AND TRANSPORT**

#### **5.1. Performance of the delivery**

Unless otherwise specified in the Offer, the terms of delivery shall be governed by INCOTERM 2020 (International Chamber of Commerce) Ex-works from warehouses of SOCOME/ factory or its logistics service providers. Delivery of the Product shall be made either (i) by direct handover to the Client or its authorised representative, or (ii) by simple notice of availability, or (iii) by handover to a shipper or carrier designated by the Client or, in the absence of such designation, chosen by SOCOME.

#### **5.2. Delivery time**

The delivery date shall be agreed between the Parties and stipulated in the acknowledgement of receipt of the Order. In the event that a deposit is required, SOCOME reserves the right to postpone at its discretion the delivery date.

Unless otherwise specified in the Offer, the delivery date specified / given by SOCOME is tentative. A delay in delivery shall not under any circumstance justify the cancellation of the Order.

#### **5.3. Postponement of delivery at Client's instance**

If the Client requests a postponement of the shipment, SOCOME may accept such a postponement and store and handle the Products in its warehouses or in those of its logistics service providers at the exclusive expense and risk of the Client. In such a case, the delivery and transfer of ownership of the Products to the Client shall be deemed to have taken place on the day on which they are placed in storage. Storage charges shall be payable by the Client as follows: 0.3% of the price (excluding taxes) of the Product to be stored for each week that delivery is postponed. The duration of the storage period shall in no case exceed three (3) months from the date of the request for postponement of delivery; beyond this period, the Order for the Products concerned shall be deemed to be cancelled and the Client shall be liable for the full amount of the Order and the sums specified in article 4.2 above.

These provisions shall in no way alter or vary the Client's payment obligations. Depending on the duration of storage, SOCOME may decide to recharge the batteries of the Products and shall invoice the Client for this service, as well as for any necessary restoration costs.

#### **5.4. Delivery of the transport documents by the Client**

In the event of transport carried out by SOCOME, the Client shall provide SOCOME with all the supporting documents relating to the transport within ten (10) calendar days following the month of delivery at the latest. These documents may be requested by SOCOME at any time. Such documents may include, but are not limited to, the consignment note (CMR), the delivery note, the transport invoice and the declaration of completion of the transport, to be returned to SOCOME signed by the Client. In the event that the Client fails to produce two (2) supporting documents relating to the performance of the transport as well as the declaration of performance of the transport, the Client may in certain cases be liable for applicable taxes/ charges/ levies/ penalty leviable under the Indian laws.

#### **5.5. Transfer of risks and ownership**

The transfer of risks and costs shall be governed by the INCOTERM stipulated in the Offer or, failing that, by the INCOTERM 2020 Ex works from warehouses/factory of SOCOME or its logistics service providers.

The transfer of ownership shall take place upon receipt of full payment for the Offer.

#### **5.6. Return of the Product and claims**

Upon delivery, the Client shall check that the Products are not damaged and that the quantities delivered are in accordance with the Order. Any apparent defect and/or missing Product must be noted on the carrier's delivery note, failing which SOCOMECE shall not be liable for any claim whether under warranty or otherwise. A copy of the delivery note must be sent to SOCOMECE by RPAD registered post with acknowledgment due within three (3) days of the delivery date, together with any proof of an apparent defect and/or missing Product.

## 6. DISASSEMBLY BAN

In these GTCs, "By-product(s)" means any component or set of components incorporated into a Product, whether incorporated during the manufacture of the Product or as a result of a repair or partial replacement of the Product.

Each Product consists of a set of By-Products which form a single, indivisible whole. For reasons of safety and functional compatibility, the Client is expressly prohibited from disassembling a Product in order to reuse any of the By-Products in any way. Furthermore, the Client and any of its potential customers are expressly prohibited from using and/or supplying in any way and in any form whatsoever a By-Product derived from a disassembled Product without the express written consent of SOCOMECE.

In the event that the Client breaches its obligations under this article, the Client shall be liable to pay to SOCOMECE an amount equal to twice the list price of the Product that has been disassembled, this price being the one in force on the day that SOCOMECE became aware of the breach. This shall be without prejudice to any other remedy that SOCOMECE may be legally entitled to by these GTCs or by the applicable legislation.

The Client undertakes to pass on the obligations incumbent upon it under this article to any customer to whom it supplies a Product.

## 7. WARRANTY

### 7.1. Defaults covered by the warranty

SOCOMECE undertakes to remedy any malfunction of the Product(s) resulting from a defect in the design, materials or manufacture (including, assembly if this operation is entrusted to it) subject to the provisions and conditions stated hereunder.

SOCOMECE's warranty is strictly limited to the Product and does not extend to the equipment into which the Product is incorporated or to the performance of such equipment. The integration of SOCOMECE's product into another product shall be at the sole risk and responsibility of the Client.

Socomec's obligations and/or liabilities under this article shall at all times be limited and subject to the terms set out in Appendix (Warranty Conditions for Lithium-Ion Cabinets). For the avoidance of doubt, such obligations and/or liabilities shall not extend to the following:

- (i) a defect arising either from materials, components or sub-assemblies supplied and/or imposed by the Client, or from a design imposed by the Client;
- (ii) damage or accidents caused by the Client or its agent(s) and/or representative(s) and resulting in particular from (a) negligence, (b) failure to comply with the technical specifications and instructions communicated by SOCOMECE in the notices and manuals for the Product or by any other means, in particular with regard to the installation, assembly/disassembly and maintenance of the Product, (c) use of the Product despite SOCOMECE's instruction to stop using it, or (d) improper storage conditions;
- (iii) if the Client or its agent(s) and/or representative(s) has carried out or carries out any changes, adjustments or repairs to the goods without SOCOMECE's prior express agreement; or
- (iv) in the event of damage arising from events of frustration or force majeure, or due to the Client's fault or that of a third party

In addition, any warranty is expressly excluded for any Product and any By-product that has been disassembled or is the result of a disassembly, as well as for any Product containing By-products from another Product, except where such disassembly has been expressly authorised in writing by SOCOMECE.

### 7.2. Starting point and period of warranty

Unless otherwise specified in the Offer, the warranty period is as follows:

- For micro product range up to 10 kVA: twenty-four (24) months from the date of delivery of the Product or twenty-six (26) months from delivery, whichever is earlier; or
- For VRLA batteries (a) <26AH: twelve (12) months from the date of installation or fourteen (14) months from the date of delivery (whichever is earlier) (b) >26AH : twenty four (24) months from the date of installation or twenty six (26) months from the date of delivery, whichever is earlier.
- For products containing VRLA batteries (UPS < 10kVA 1P): twenty four (24) months from the date of installation or twenty six (26) months from the date of delivery, whichever is earlier.
- For all 3 phase UPS and STS ranges of Products: twelve (12) months as from the date of commissioning or fifteen (15) months from the date of delivery, whichever is earlier.
- For all PSM products, the warranty shall be for twelve (12) months from the date Invoice or eighteen (18) months from the date of manufacturing, whichever is earlier.  
If applicable, the batteries are warranted under the conditions expressly stipulated in the Offer. In the absence of such a stipulation in the Offer, the said batteries are warranted only up to the duration of warranty extended by third party battery manufacturers/vendors to SOCOMECE. For avoidance of doubt, any extension of warranty for the Products shall not result in a corresponding extension of the warranty for the batteries unless specifically stipulated and agreed.
- For VRLA batteries, the inherent characteristics of the battery requires it to be charged on or before the expiry of every two (2) months. In case the batteries are not charged every two (2) months, the batteries would be rendered unusable and it shall not be the responsibility of SOCOMECE to replace such batteries.

- For lithium-ion batteries, the warranty conditions are as set out in the Appendix "Warranty conditions for lithium-ion batteries".

If the delivery of the Product is delayed at the instance of SOCOMECE or due to Force Majeure, the start date of the warranty shall be deferred until the date of actual delivery. The start date of the warranty shall not be postponed in the event that the delivery of the Product is postponed at the instance of the Client.

The discovery of a defect during the warranty period and falling within its scope shall result in the suspension of the warranty period until the defective Product is repaired, replaced or modified. Any replacement parts and repaired or modified parts are themselves warranted from the time they are put into service, under the same conditions as the Product, for a period of ninety (90) days or for the remaining period of the warranty on the related Product if this period is longer than ninety (90) days.

### 7.3. Client's duties

To invoke the benefit of the warranty described in this article, the Client must:

- upon delivery, check the quality of the Product and comply with all of its obligations regarding the return of the Product;
- upon discovery of a defect in the Product, notify SOCOMECE without delay and in writing, with necessary evidence;
- give SOCOMECE every facility to proceed with the observation of the defect and to remedy it;
- refrain from repairing or modifying any part of the Product itself or having a third party do so, unless expressly agreed by SOCOMECE.

### 7.4. Implementation of the warranty

SOCOMECE's obligations under this article shall extend only to repair, replacement or modification at its discretion and at its expense, in its workshops, of all or part of the Product recognised as defective. The Client shall not be entitled to claim any compensation or to cancel the Order.

Nevertheless, if the repair, replacement or modification operation must take place on-site, SOCOMECE or its local representative shall bear the labour costs corresponding to this operation. Any costs relating to the time spent (i) on preliminary work and/or (ii) on the disassembly and reassembly of any equipment shall be borne by the Client unless expressly provided for in the Order.

Any return of a defective Product during its warranty period shall be subject to the written agreement of SOCOMECE, and the return of the same shall be organised by SOCOMECE. If it is determined by SOCOMECE that the defect in the Product is not covered under the warranties offered by SOCOMECE, the Client shall reimburse SOCOMECE for any delivery or shipping charges incurred by SOCOMECE.

Any complaint made by the Client shall not release it from its obligation to pay for the Product(s) concerned. The Client shall not be entitled to the benefit of warranty in the event of non-payment, until such time as this has been regularised. For avoidance of doubt, it is hereby clarified that late payment by the Client shall not result in an extension of the warranty period.

Defective parts replaced under the warranty shall become the property of SOCOMECE. SOCOMECE may at its discretion, require the return of the defective parts to its premises or require their disposal by the Client.

Any return of the Product after the expiry of the warranty period shall be subject to a prior request for a quotation by the Client and shall be invoiced separately.

## 8. LIABILITY

SOCOMECE shall not be liable to compensate the Client for any loss or injury suffered by the Client or its personnel due to negligence in handling the products. However, any personal injury or direct and foreseeable damage, which on inspection by SOCOMECE or a third party investigator is found to be caused as result of manufacturing defect in the products shall attached SOCOMECE's liability only to recompense the Client.

The maximum aggregate liability of SOCOMECE in respect of an Order shall be limited, for any reason or under any circumstance, to the amount of the Order excluding taxes.

SOCOMECE shall not be obliged to compensate for any consequential loss, including loss of data and/or use.

SOCOMECE's liability shall be strictly limited to the obligations expressly stipulated in these GTCs and the related Offers.

## 9. FORCE MAJEURE

Force Majeure shall mean any event which prevents one of the Parties from performing all or part of its obligations, which is out of the Parties' control, which could not have been reasonably foreseen at the time of placing the Order and whose effects cannot be avoided by appropriate measures. An event of Force Majeure suspends the Parties' obligations until such time as the event comes to an end. In particular, SOCOMECE shall not be held responsible or liable for any failure or delay in performance if this is caused by a Force Majeure event.

The Force Majeure events shall include but is not restricted to: a strike, pandemic, epidemic, state of war, requisition of production means by the public authority, fire, flood or other climatic event, disruption of transport, disruption of the raw material or energy sources supply chain, and, more generally, any event leading to the total or partial suspension of SOCOMECE's activities, or those of its suppliers, subcontractors, or transporters.

The occurrence of a Force Majeure event must be notified without delay by the invoking Party to the other Party within a period of 14 days from the date of such event. On notifying the party of a Force Majeure event, the other party shall not claim late penalties, damages or

modifications to the payment conditions. The Parties shall endeavour in good faith to negotiate any amendment to the terms of the Order to overcome the Force Majeure event.

## 10. EXPORT CONTROL

The Client must comply with all applicable national and international export control regulations. Accordingly, the Client wishing to export the Products must obtain all necessary permits, certificates or authorisations and/or send the required notifications to the relevant parties. These obligations include, but are not limited to, obtaining export certificates or any other required authorisations within a reasonable time.

Prior to any export of Products, the Client shall verify and guarantee in particular, by appropriate measures, that:

- there will be no violation in any way of any embargo imposed by local law, as well as by the European Union, the United Kingdom, the United States of America and/or the United Nations;
- the Products are not intended to and will not be used for the development or manufacture of arms of any kind and nuclear technology or weapons, or to be used as a basis for the development or manufacture thereof, where such use is prohibited, unless specific authorisation is provided;
- local, European Union, United Kingdom and United States of America legislation regarding trade with entities, persons and organisations subject to sanctions are fully and completely complied with.

In order to enable the competent authorities or SOCOME to carry out export controls, the Client shall necessarily provide the latter with all information relating to the end customer concerned, the destination and particular use of the Products sold by SOCOME, as well as any existing export restrictions. To this end, the Client undertakes to establish and maintain a list of all end customers to whom it has supplied the Product(s).

The Client shall be solely responsible for compliance with the export control rules and the provisions of this article when exporting or re-exporting the Products. In the event that the Client or any of its employees, consultants or agents fail to comply with such rules and provisions, then:

- (i) the Client shall fully indemnify and hold harmless SOCOME from and against any and all claims, suits, losses, costs and damages arising therefrom or in connection therewith; and
- (ii) SOCOME reserves the right to terminate the relevant Order and/or to refuse any new Order from the Client, including after the issue of an Offer.

## 11. ELIMINATION OF WASTE EMANATING FROM THE ELECTRICAL EQUIPMENT

### 11.1. General principles

According to the applicable environmental laws, the holder of wastes generated by the Product shall ensure their safe treatment and disposal. However, special rules apply to Waste Electrical and Electronic Equipment ("WEEE" in short) and Batteries.

It is the Client's responsibility to inform SOCOME of the end of life of the Product generating WEEE and to take all necessary measures to uninstall and make available WEEE ready for collection, on pallet(s) if necessary, in order to facilitate their collection by any person appointed by SOCOME.

### 11.2. Batteries and accumulators (Batteries)

By their nature, some Products may be integrated or associated with Batteries.

It is the Client's responsibility to take charge of the collection and processing operations of these Batteries when they are at the end of their life. To this end, the Client shall obtain information from the established service providers on the collection methods available.

### 11.3. End-user information

The Client undertakes to transfer the information and obligations contained in this article to its successive purchasers up to the end user of the Product.

## 12. BUSINESS ETHICS

The Client undertakes to comply with the code of conduct and ethical principles of SOCOME (the "Code of conduct", available on [SOCOME website](#)) and to comply with all legal provisions concerning, in particular, corruption and influence peddling, in its relationship with SOCOME but also with third parties. The Client shall keep itself apprised on any updates to the Code of conduct.

The Client expressly authorizes SOCOME to conduct an audit of its books and accounting documents, at SOCOME's sole expense, to be conducted by an independent auditor to verify compliance with SOCOME's Code of conduct on a timely basis.

In the event that the Client does not have a code of conduct setting out obligations at least equivalent to those in the Code of Conduct, it undertakes to pass on and hold the same to the obligations mentioned in this article to all its subcontractors and business partners.

Any non-compliance with the provisions of this article noted by SOCOME may result in the immediate termination of any commercial relationship between SOCOME and the Client, at the sole and absolute discretion of SOCOME, without the Client having any right whatsoever to claim any compensation of any kind whatsoever as a result of such termination of the commercial relationship, and without prejudice to any rights and remedies to which SOCOME may be entitled to under these GTCs and/or any applicable law. Without prejudice to the foregoing, SOCOME may require the Client to implement an action plan to remedy the deficiencies identified and prevent the occurrence of subsequent infringements. SOCOME shall reasonably assess the relevance of the proposed action plan and reserves the right to terminate any contractual agreement or arrangement with the Client in accordance with this article.

## 13. INTELLECTUAL PROPERTY – CONFIDENTIALITY

SOCOME shall retain full and exclusive ownership rights of all of its intellectual property rights relating to the Product or its manufacture, including software, technology, patented or unpatented know-how and any document transmitted to the Client (in particular projects, studies, documentation and technical notices). The Client shall only be granted a non-exclusive right of use of SOCOME's intellectual property rights necessary for the operation and maintenance of the Products. With regard to Products specifically developed to meet a Client's Order for customised Products, the intellectual property rights relating thereto shall remain the full and complete property of SOCOME, unless otherwise specifically agreed between the Parties in writing.

The Client shall retain full and exclusive ownership of all of its own intellectual property rights only.

Each Party undertakes, (i) to take all necessary measures to ensure that any information or other data communicated in any form whatsoever (and in particular orally, in writing or in electronic form) by the other Party for the purposes of the Order is treated confidentially for a period of five (5) years, and (ii) to destroy on first request any document of any kind whatsoever, whether confidential or not, transmitted by the other Party voluntarily or involuntarily, without compensation or consideration of any kind whatsoever.

## 14. PROTECTION AND SECURITY OF PERSONAL DATA

As part of the execution of the GTCs, SOCOME, in its capacity as data controller, is required to process the data of the Client and its staff within the framework of the management of orders, deliveries, after-sales service, its marketing and commercial communication activities or in the context of its accounting and financial management.

Furthermore, SOCOME may and where applicable, be required to carry out certain processing of the aforesaid data in the context of the performance of services associated with the Products, subject to their connectivity and connection (the "Connected Services"). The technical and contractual prerequisites prior to the implementation of these Connected Services, as well as the methods of processing data, are defined in the particular conditions and in the technical documentation associated with these Connected Services.

In any case and whatever the nature of the processing of aforesaid data, SOCOME undertakes (i) to comply with the regulations applicable to data protection and (ii) to implement and maintain appropriate technical and organizational measures to ensure the security of the data processed. These security measures and in particular cyber-security measures, more particularly concerning the Connected Services, are specified in the technical documentation associated with the Connected Services.

## 15. GENERAL INFORMATION

In accordance with the applicable regulations, the persons concerned by the processing of data implemented by SOCOME have rights over their personal data, namely the rights: to be informed, of access, to rectification, to erasure, to restriction of processing, to object, to data portability or to withdrawal of consent, applicable depending on the processing in question, which they can exercise by sending an e-mail to the address [dataprivacy@socomec.com](mailto:dataprivacy@socomec.com). For any additional information concerning the methods of processing such data, the persons concerned can access the applicable confidentiality policy, accessible from the footer of the website: [www.socomec.com](http://www.socomec.com).

### 15.1. Severability

If a provision of the Contract is declared void, the other provisions shall remain fully in effect, and the Parties shall agree to a new provision to replace the one declared void, taking into account its purpose and significance.

### 15.2. Subcontractors

SOCOME may employ a third party to carry out all or part of the services related to the Products. SOCOME shall remain accountable to the Client for the successful fulfilment of all its obligations under the Contract.

### 15.3. Transfer

If one Party (the "Assigning Party") wishes to transfer the Contract to a third party (the "Assignee"), the Assigning Party must notify the other Party (the "Assigned Party") with a minimum notice period of 60 days.

In such a case, the Assigned Party may terminate the Contract with a notice period of 30 days, for a reasonable cause, in particular if the Assignee does not provide sufficient financial guarantees regarding its solvency.

### 15.4. Entirety of the Contract

The Contract constitutes the entire agreement between the Parties regarding the Products of which it is the object. It replaces and supersedes all prior agreements between the Parties regarding the same object.

### 15.5. Non-waiver

The fact that a Party may refrain from invoking a clause of the Contract at any given time shall not constitute a waiver of its right to invoke this clause at a later date.

## 16. APPLICABLE LAW – JURISDICTION

All sales entered into by SOCOME, as well as the Contract, are subject to the laws of India. All disputes, which shall not have been resolved by negotiation between the Parties, shall be subject to the exclusive jurisdiction of the Courts at New Delhi, India only.

### Appendix : Warranty conditions for lithium-ion batteries



This Appendix sets forth the conditions of warranty (the "Warranty") applicable to the Lithium-ion battery cabinets (hereinafter also referred to as "Battery Cabinet" or "Product"), sold and installed with the UPS, either simultaneously or subsequently, in accordance with the Offer. With respect to the Battery Cabinets, these conditions supersede and replace the warranty conditions stated in the GTCs, except where the present conditions expressly refer to the application of the GTCs' warranty provisions.

The terms "Battery Cabinet" or "Product" also include all components incorporated in the Battery Cabinet and the Warranty conditions set forth herein shall apply to any such components, except where stated to the contrary below.

#### ARTICLE 1. SCOPE AND DURATION OF WARRANTY

SOCOMEK warrants that:

- (i) For PCO Products, the Product shall be free from defects in material and workmanship for a period of thirty-six (36) months as of the date of commissioning of the Product (the "PCO Warranty Period"), provided that the Warranty Period shall not exceed thirty-nine (39) months as of the date of shipment of the Battery Cabinet as mentioned in the delivery note of the Product.
- (ii) For PSM Products, the Product shall be free from defects in material and workmanship for a period of twelve (12) months from the date of invoicing or 18 months from date of manufacturing, whichever is earlier (the "PSM Warranty Period").
- (iii) The occurrence of a Warranty case during the Warranty Period shall by no means have the effect of extending the Warranty Period. The initial Warranty end date shall remain as calculated according to paragraph (i) above. The warranty period of replacement parts and repaired parts shall be equal to the remainder of the Product's initial Warranty Period (or Warranty Extension Period, where applicable).
- (iv) Subject to full compliance by Client with the conditions stated herein, SOCOMEK'S sole and exclusive obligations under the Warranty shall be, at SOCOMEK'S discretion, to repair, replace or modify the Product at its expense. For the purpose of this Article and Appendix, "modify" shall mean to upgrade and adapt the firmware and/or hardware of the Products to align them with the relevant applicable standards. "Modification" shall have the corresponding meaning.
- (v) The Warranty shall cover the costs related to the material, parts and components needed for repair, replacement or modification of the Products confirmed to be defective by SOCOMEK, as well as labor costs, travel costs and accommodation costs generated by on-site interventions, where applicable, of SOCOMEK's technicians and engineers or technicians and engineers of a third party appointed or authorized by SOCOMEK on a case by case basis.
- (vi) Warranty Extension (For UPS and PCO related Products): The Warranty can be extended beyond the Warranty Period for a period of twenty-four (24) months, subject to acceptance by Client of the applicable additional fees and to the strict compliance with the Installation and Operation Manual of the UPS-Systems and of the Battery Cabinets. The extension must be purchased simultaneously with the Battery Cabinet(s) to which such extension shall apply.

#### ARTICLE 2. ASSIGNMENT

Subject to SOCOMEK's prior written approval, Client may assign the rights ensuing from this Warranty to the first person or entity for which Client has purchased the Product for. When Client purchased the Product for Export Purposes, the assignment of rights may be subject to additional conditions and to further costs and fee. SOCOMEK reserves the right to refuse the application of the Warranty should Client fail to inform SOCOMEK that the Product is intended for Export Purposes.

For the purpose of this provision, Export Purposes shall mean a sale transaction intended for a country other than the country of first sale between SOCOMEK and Client.

#### ARTICLE 3. EXCLUSIONS

The Warranty shall not apply if any of the following circumstances has occurred:

- (i) The commissioning of the UPS-System or of subsequently installed new Battery Cabinets which has not been performed by SOCOMEK or a third party authorized by SOCOMEK;
- (ii) A use of the Product by Client or its client or any third party non-compliant with the Installation and Operation Manual of the Battery Cabinet, in particular with the usage patterns prescribed by Product's Manufacturer, with the safety and handling instructions, the required storage conditions, the site environmental conditions and the recharging obligations. In particular, unless otherwise specifically stated, the product operating temperature shall not exceed 23 +/- 5 °C and storage temperature shall be contained within 0 to 40 °C;
- (iii) A non-compliance with the maintenance instructions for the UPS-System, as set forth in the Installation and Operation Manual of the UPS System;
- (iv) A use of the Product by a third party not trained and/or authorized by SOCOMEK;

- (v) The Product has been used by Client or its client or a third party after notice has been given to SOCOMEK that a defect has occurred, and SOCOMEK has expressly instructed Client to stop using the Product;
- (vi) Normal wear and tear of the Product;
- (vii) Exposure to the elements, acts of God, Force Majeure, degradation caused by external cause;
- (viii) Serial number of the Product altered or removed;
- (ix) Material, components and/or equipment provided by Client or for which the design has been imposed by Client;
- (x) Cosmetic defects that do not affect the operation and functionality of the Product;
- (xi) Damages caused by Client or any third party, including, without limitation, an error in the installation, the cable connection, the assembly or disassembly of the Battery modules in the Cabinet;
- (xii) The Product has been modified, repaired, replaced by Client or a third party without SOCOMEK's approval, or has been dismembered in breach of Article 5 below.

The terms of this Warranty are in lieu of and exclude, to the fullest extent permitted by law, any other express or implied warranties, by operation of law or any course of dealing or usage of trade or otherwise, and in particular the warranties of merchantability and fitness for a particular purpose. The Warranties set forth herein constitute SOCOMEK's sole and exclusive liability and the remedy stated herein the sole and exclusive remedy for any breach of such Warranties.

#### Article 4. WARRANTY CLAIM PROCESS

A Warranty claim shall be filed no later than three (3) business days after a defect has been identified.

The process applicable to a warranty claim for a UPS-System, as set forth in the GTCs, shall also apply to a Warranty claim under this Appendix.

When intervention on site is required to solve the Warranty claim, Client shall authorize SOCOMEK or any third party mandated by SOCOMEK to access the site.

Upon request by SOCOMEK, Client shall return the defective Products to the repair centre indicated by SOCOMEK at customer cost. Defective Products or parts become the property of SOCOMEK. SOCOMEK may nevertheless request from Client or its client to arrange for the defective Product to be scrapped in accordance with applicable local regulations.

#### ARTICLE 5. DISASSEMBLY BAN

A Battery Cabinet consists in a set of components and parts which form a single and indivisible whole. For reasons of safety and functional compatibility, the Client is expressly prohibited from disassembling a Product in order to reuse any of the components and parts in any way.

In the event that the Client breaches its obligations under this Article 5 (Dismemberment ban), the Client shall be liable to pay a fixed compensation equal to twice the list price of the Product that has been disassembled, this price being the one in force on the day that SOCOMEK became aware of the breach. The application of this compensation shall be without prejudice to any other remedy that may be authorised by the GTCs or by the applicable legislation.

Client undertakes pass on the obligations incumbent upon it under this Article to any client to whom the Product is resold and shall be responsible for strict compliance with this obligation by any such client.