

GENERAL TERMS AND CONDITIONS OF SALE

ARTICLE 1 - SCOPE OF THE GENERAL TERMS AND CONDITIONS OF SALE

These General Sales Conditions (hereinafter the "**General Conditions**") apply to all sales of products and services (hereinafter the "**Products**" and the "**Services**") in India and abroad. Their purpose is to define the terms and conditions under which the professional customer ("**Customer**") may subscribe to one or more Services and/or acquire one or more Products from any company in the Sicame Group that sells to it ("**Seller**"). Any reference to the "Contract" below encompasses all the contractual documentation that may be in force between the Customer and the Seller, such as those terms and conditions alone and/or, if any, the sales contract and/or the purchase orders.

ARTICLE 2 - SELLER'S OFFER AND ACCEPTANCE OF TERMS AND CONDITIONS

2.1. All information appearing in the Seller's catalogues, notices and brochures, in particular information relating to the Products and Services, is provided by the Seller for information purposes only, which the Customer expressly acknowledges. The Seller reserves the right to make any modifications. The Customer acknowledges that Product references and technical characteristics may change, unless otherwise agreed by the parties. It is therefore the Customer's responsibility to inform the Seller of his or her need for a specific Product to be available for a given period of time, or for a Service to be available on a given date.

Any offer, quotation or commercial proposal issued by the Seller will be drawn up on the basis of information supplied by the Customer. Unless otherwise expressly agreed in writing by the Seller, the period of validity of an offer is limited to thirty (30) calendar days from the date it is sent.

2.2. These General Terms and Conditions constitute the Seller's offer.

All orders for Services and/or Products sent to the Seller imply acceptance by the Customer of these General Terms and Conditions, which the Customer acknowledges having read prior to placing the order, unless expressly waived by the Seller.

Consequently, the General Terms and Conditions take precedence over any general terms and conditions of purchase or any other documents issued by the Customer, whatever their terms, and supersede any provisions of the general terms and conditions of purchase which may be contrary to them.

ARTICLE 3 - ORDERS

3.1 Conditions for placing an Order

Orders are sent by the Customer to the Seller by e-mail unless otherwise agreed.

The customer must mention on the order form:

- Product and Service references;
- quantities ;
- the place of delivery of the Product or provision of the Service;
- and the date of delivery or completion of the desired Service.

In the case of specific Products, the Customer shall provide the Seller, at the time of placing the order, with all drawings, documents or any other information necessary for the execution of the order. Under no circumstances may the Seller be blamed for any error, in particular in the design or manufacture of the Products, which may be the consequence, for example, of an inaccuracy or omission on the part of the Customer in the documents transmitted to the Seller.

3.2 Conditions of acceptance of Order

The Seller will only be bound by the order once it has been expressly accepted in writing by means of an order acknowledgement. Once this acceptance has been received, the Customer may not modify or cancel

the order without the Seller's prior written consent.

The Seller reserves the right to make acceptance of the order conditional upon fulfilment of all or part of the following conditions: (i) receipt of the agreed down payment, (ii) issue of a documentary credit, (iii) obtaining export credit insurance cover and/or (iv) obtaining any authorisation required by the competent administrative authorities. If the conditions required by the Seller are not fulfilled within forty-five (45) days from the date on which the Seller requests communication of these elements, the order will not be considered accepted.

3.3 Modification - Cancellation of Order

Any modification and/or cancellation of an order for Products and/or Services shall, except in cases of force majeure, only be taken into account by Seller at its sole discretion and subject to its prior written agreement.

The economic consequences of such an order cancellation or modification will be borne by the Customer.

ARTICLE 4 - DELIVERY

4.1. Delivery, delivery times and costs

The Products will be packaged as standard.

For all deliveries and supplies the delivery times and costs will be subject to special conditions and, in the absence of any provision to the contrary, the EX WORKS-Incoterms® 2010 will apply.

Delivery times for Products and Services are specified in the acknowledgement of receipt. They are given as an indication only, and no delay in delivery or in the provision of Services shall entail any penalty whatsoever for the Seller.

In any event, delays in delivery or provision of the Services may not under any circumstances justify cancellation of the order, nor the granting of any compensation to the Customer.

They are automatically extended in the event of delays not attributable to the Seller, notably in the event of force majeure or failure by the Customer to meet its obligations.

4.2. Acceptance of Products and transfer of risks

The risks relating to the Products will be transferred to the Customer according to the Incoterm chosen.

On receipt of the Products, the Customer signs a delivery slip indicating the name of the signatory, the quantities delivered and the date and time of delivery.

In the event of damage to the Products during transport and/or if the said damage is observed during the usual checks carried out by the Carrier upon delivery of the Products, the Customer shall immediately inform the Seller in writing, enter reservations on the delivery note, describing the said damage in detail, and retain a copy of the said note. The Customer shall confirm his reservations with the carrier by registered letter with acknowledgement of receipt within five (5) working days of delivery. A copy of the letter sent to the carrier must be sent to the Seller without delay.

The Customer shall indemnify and hold harmless the Seller and/or its insurers in the event that the Customer fails to make such reservations and/or confirm them.

In the event of non-delivery of the Products by the Customer, resulting in the return of the said Product to the Seller, the costs of return and redelivery will be borne by the Customer.

4.3 Complaints - Product returns

4.3.1 Without prejudice to the aforementioned measures to be taken vis-à-vis the carrier, any complaint concerning the nature, quantity or non-conformity of the Products delivered to the customer in relation to the order shall only be admissible if made in writing to the Seller within five (5) working days of the delivery date. No complaint will be accepted by the

Seller if it is received after the aforementioned deadline. All claims must be substantiated and do not entitle the Customer to defer payment for Products delivered and conforming to the order. The absence of a complaint to the Seller within the aforementioned period or the use of the said Products will lead to the conclusion that the Seller has satisfactorily fulfilled his obligations.

Reservations by the Customer concerning minor defects which do not affect the essential functions and/or performance of the Products shall not prevent acceptance of the Products. In the event of a defect affecting the Product, the return will be made at the Seller's expense.

4.3.2 The non-conformity of part of the delivery does not release the Customer from his obligation to pay the invoices issued for the conforming Products.

Product returns are only authorized with the prior written consent of the Seller and on the express condition that the Products are catalogue items, are in perfect condition, have been kept in their original packaging and can be resold by the Seller in their original condition. The Seller will return to the Customer the sales price (excluding, where applicable, related transport costs) paid by the Customer to the Seller.

Customer, less a discount of at least twenty percent (20%) of the price of the Products being returned. The Customer alone shall bear the costs and risks of transporting the Products returned to the Seller.

ARTICLE 5 - PRICES

The applicable prices are those in force on the date the order is placed and are set in INR unless otherwise specified in our offer.

They do not include VAT or GST or any taxes unless otherwise specified in the Seller's offer. However, prices may be revised in the following cases: sudden increases in raw materials prices, significant and sudden

variations in currency exchange rates, or in the event of an increase in the Seller's costs after acceptance of the order due to the enactment of new laws, regulations or decrees affecting the fulfilment by the Seller of its contractual obligations, the amount of said increase will be notified to the Customer and added to the price mentioned in the order.

In the event of a variation in prices as defined above, the price indicated on the invoice will be the price in force on the day of delivery or on the day when the Product is ready to be picked up by the Customer.

All prices are exclusive of (i) all taxes, duties, contributions including VAT or GST or any other taxes.

ARTICLE 6 – PAYMENT CONDITIONS

6.1. Time limit for payment

Invoices are issued when they are dispatched by the Seller or made available to the Customer.

All invoices are payable within 30 days of the invoice date.

The Seller reserves the right to make the delivery of the

Products to the payment of a deposit or the advance payment of the invoice, without discount, to a customer who does not offer sufficient financial security, and/or who has already experienced payment incidents.

6.2. Means and place of payment

Invoices are paid by bank transfer to the Seller's registered office.

6.3 Time of payment

Payment is deemed to have been made when the funds are made available to the Seller.

6.4 Non-payment / Late payment

In the event of late payment, the Seller reserves the right to claim, without prejudice to any other right or remedy:

- immediate payment of all outstanding sums, regardless of the agreed method of payment;

- suspension of the execution of orders in progress and/or their delivery;
- make the execution of current orders subject to the provision of guarantees or new terms of payment;
- to demand payment of late penalties equivalent to three times the legal interest rate on the unpaid amount including VAT or GST or any other taxes, which will automatically be due to the Seller, without notice or other formalities.

ARTICLE 7 - TRANSFER OF OWNERSHIP AND RISKS INCOTERM NOTWITHSTANDING,

OWNERSHIP OF THE PRODUCTS SHALL PASS TO THE CUSTOMER UPON RECEIPT BY THE SELLER OF FULL PAYMENT OF THE PRICE. THE TRANSFER OF RISKS WILL TAKE PLACE ACCORDING TO THE APPLICABLE INCOTERM.

ARTICLE 8 - WARRANTY

8.1. The Seller warrants that the Products conform to technical specifications and/or are free from defects in design and manufacture. The Seller's warranty is limited to defects occurring within twelve (12) months from the date of commissioning or Eighteen (18) months from the date of shipment of the product whichever is earlier.

During the warranty period and subject to the defect being directly attributable to the Seller in accordance with its inspection, the Seller may, at its sole discretion: (i) either repair, replace and/or modify the defective Products, or (ii) reimburse the Customer for the sale price of the defective Products. All costs relating to cases (i) and (ii) above (including but not limited to: installation and de-installation costs) shall be borne by the Customer.

8.2. In accordance with article 4.3 above, the Customer may only benefit from the provisions of this article 8 on condition: (i) inspecting the Products

within five (5) working days of their delivery; (ii) informing the Seller in writing of the existence of any apparent defects within five (5) days of delivery of the Products; (iii) describing precisely the nature of the defects or faults observed; and (iv) to have received, handled, stored, installed, implemented or used the Products in accordance with all relevant standards, specifications or recommendations, and that the Products have not been damaged, modified, repaired or misused.

Excluded from the warranty are defects resulting from (i) information and/or instructions provided by the Customer and/or third parties, in particular with regard to the design of the Products, materials, components and equipment, (ii) modifications and/or repairs carried out by the Customer and/or any third party, (iii) normal wear and tear of the Products or (iv) latent or hidden defects.

ARTICLE 9 - LIABILITY

9.1. The Seller, its suppliers and their insurers are exonerated from any liability for indirect and/or immaterial damages such as loss of profit, loss of production, loss of actual or expected savings, loss of profit, loss of customers, loss of business opportunities, damage to brand image, etc., and more generally any type of economic, special, indirect, foreseeable or unforeseeable, or punitive loss.

9.2 The total and cumulative liability of the Seller, its suppliers and their insurers, including under warranties, shall not exceed fifty (50) percent of the amount, exclusive of taxes, of the sums received by the Seller under the Contract during one (1) year.

9.3 The Customer shall indemnify and hold harmless the Seller, its suppliers and their insurers from and against any and all claims in excess of the liability limit set forth in Article 9.2 and/or for any damage as defined in Article 9.1.

9.4 Articles 9.1, 9.2 and 9.3 shall not apply in the event of personal injury or in the event of gross negligence or wilful misconduct proven by the Customer to be exclusively attributable to the Seller.

If the Contract provides for penalties, these are exclusive of any other compensation to which the Customer may be entitled.

The product proposals and advice provided by the Seller do not replace the expertise and responsibilities of the Customer (and his partners such as project managers), who is responsible for validating the suitability of the products and materials used (such as the compatibility of cables) for the construction of his work in accordance with the rules of the trade and the specific conditions of his project.

ARTICLE 10 – CONFIDENTIALITY / INTELLECTUAL PROPERTY

The Seller is the owner of all information relating in particular to drawings, plans, specifications, documents, information or know-how which it may communicate under the General Terms and Conditions, as well as of all know-how, improvements, discoveries or inventions which may be made, developed or conceived during the performance of the General Terms and Conditions or which may arise or result therefrom (hereinafter "**the Information**").

The Customer shall guarantee the confidentiality of the Information referred to above and shall impose the same obligation of confidentiality on its employees, agents, suppliers or co-contractors. The Customer undertakes not to use, copy, reproduce, distribute, communicate or publish in any way whatsoever or facilitate access to or enjoyment of the said Information by any third party without the prior written consent of the Seller. The Information referred to in the present article shall remain the property of the Seller, who shall have made it available to the Customer solely for the purposes of the General Conditions.

The confidentiality obligation of the Customer shall be effective for the whole duration of these Terms and Conditions and for five (5) years thereafter, being understood that nonetheless, the confidentiality of the know how or trade secret pertaining to the Seller shall be kept by the Customer as long as this know how or trade secret has not been made public by Seller.

ARTICLE 11 - PATENT INFRINGEMENT/COUNTERFEITING

11.1 The Seller will defend the Customer at its own expense against any proceedings brought by a third party against the Customer on the grounds that the Products infringe the intellectual property rights of such third party, whether in the Seller's country and/or in the Customer's country, provided however: (i) the Customer immediately notifies the Seller in writing of any such proceedings, (ii) the Customer provides the Seller with all information available to it concerning such proceedings, and (iii) the Customer grants the Seller exclusive control of and assistance in the defence and settlement thereof.

11.2 The Seller shall indemnify and hold harmless the Customer from and against all costs and damages awarded solely in connection with proceedings for which the Seller has assumed the defence, except to the extent that they result from the use of the Products (i) for a purpose other than that for which they were intended or that which could reasonably be inferred from their instructions for use or their specifications, or (ii) with materials, equipment, devices or articles not supplied by the Seller.

11.3 Should it be demonstrated in the course of proceedings brought by third parties that all or part of the Products are infringing and that their use is therefore prohibited, the Seller shall have the option, at its own expense, of (i) obtaining for the Customer the right to continue to use them; (ii) replacing them with substantially equivalent

non-infringing products; or (iii) modifying them so that they are no longer infringing.

11.4 The provisions of articles 11.1. to 11.3. inclusive define the entirety of the Seller's obligations and responsibilities towards the Customer with regard to infringement of intellectual property rights.

The Customer warrants that any plans, modifications or instructions which it or its suppliers may be called upon to communicate, implement or enforce will not cause the Seller and its suppliers of any rank to infringe the intellectual property rights of third parties. The Customer undertakes to defend, indemnify and hold harmless the Seller and its suppliers against any claim or action by third parties in this respect. The Customer undertakes to inform the Seller of any irregular or wrongful use of patents, trademarks, trade names and know-how belonging to the Seller, as well as of any other intellectual property rights.

ARTICLE 12 - FORCE MAJEURE

The occurrence of any event beyond the Seller's control, which it could not foresee, avoid or overcome, shall be deemed to constitute force majeure. Insofar as they are likely to hinder performance of the Contract, the following events in particular shall be considered as such:

- storms,
- flooding,
- blockages of means of transport or supply for any reason whatsoever,
- company lock-out,
- telecommunications blockages,
- blocking and/or hacking computer networks.
- epidemics

Force majeure may be invoked to justify the Seller's non-performance of the obligations defined in these General Terms and Conditions.

The Seller shall inform the Customer of the occurrence and cessation of such an event by registered letter with acknowledgement of receipt, within

seventy-two hours (72h), starting from the day of the Seller's knowledge of the occurrence or cessation of the event.

In the event of temporary impossibility for the Seller to perform its obligations, caused by an event of force majeure, its performance will be suspended.

In the event of definitive impossibility of performing its obligations, caused by an event of force majeure as defined above, the sales contract concluded between the Seller and the Customer, materialized by the Seller's acceptance of the order, will be considered terminated.

ARTICLE 13 - ASSIGNMENT - SUBCONTRACTING

The Customer may not assign and/or transfer to any person or entity all or part of its rights or obligations under these General Terms and Conditions without the prior written consent of the Seller. The Seller reserves the right to assign or transfer any of its rights or obligations under the Contract to affiliated companies. The Seller may subcontract all or part of its obligations under the Contract.

ARTICLE 14 - APPLICABLE LAW – ARBITRATION

These Terms and Conditions are governed by Indian law.

The Parties shall attempt to settle amicably any disputes arising out of or in connection with the Order. Should such amicable settlement cannot be achieved within 120 days from the date of its arising, the dispute shall be finally settled under the Rules of Arbitration and Conciliation of the International Chamber of Commerce (OR) Indian Council of Arbitration by one or more arbitrators appointed in accordance with the said Rules. The venue of arbitration shall be Chennai, India. The language to be used in the arbitration proceeding shall be English.

ARTICLE 15 - LICENSES, PERMITS AND AUTHORIZATIONS

The Customer shall be responsible for obtaining and maintaining, at its own expense, from the relevant

administrative authorities and supervisory bodies the permits, licenses and authorizations required for the performance of the General Conditions (including for the use, sale and distribution of the Products and/or Services provided by the Seller). Where applicable, the Customer shall also assist the Seller in obtaining visas, permits and in clearing Products through customs.

ARTICLE 16 - COMPLIANCE WITH LEGISLATION AND STANDARDS - ETHICS

The Parties undertake to comply with, and to ensure that their third parties (in particular suppliers and subcontractors) comply with, the legal and regulatory provisions inherent in their professional activities, as well as national and international provisions relating to:

- the fight against fraud;
- the fight against corruption and influence peddling;
- combating financial crime (particularly money laundering, insider trading and terrorist financing);
- fundamental workers' rights (notably the prohibition of the use of any form of forced or child labor, the protection of workers' health and safety, and social freedoms);
- anti-competitive practices;
- to the protection of personal data;
- environmental protection.

Each Party also undertakes to prevent any conflict of interest.

Each Party,

- will not, by act or omission, do anything that would render the other Party liable for non-compliance with the aforementioned regulations;
- implement and maintain its own ethics policies and procedures;
- shall inform the other Party without delay of any event which comes to its attention and which (i) could result in a breach of the aforementioned

provisions, in the context of the performance of the obligations provided for in this contract, or (ii) could give rise to liability on its part.

Each Party reserves the right to request proof from the other Party that it has taken measures to comply with the provisions of this clause.

The offered products or materials covered by this General Conditions may be subject to export controls and regulations of the country of manufacture or the country of shipment which includes Annexes XI and XL of European Regulation 833/2014 in its latest version in force, and/or subject to Sicame group guidelines. Any breach of this provision shall be considered a serious breach, entailing the right to terminate the Contract without notice or compensation.

The Customer declares that it and its affiliates are not subject, directly or indirectly, to any sanctions program or restrictive measures issued by any national or international organization (in particular the Council of Europe, Office of Foreign Assets Control US Department of the Treasury ("OFAC")). Should such an event be foreseeable and/or occur definitively, the Customer undertakes to inform the Seller without delay, who will be entitled to terminate the Contract without notice or compensation.

In the event that the Customer is, directly or indirectly (through its directors, beneficial owners, employees, affiliates, and more generally any natural or legal person working with or for it) indicted or sanctioned under one or more of the national and international provisions mentioned in this article, it shall inform the Seller without delay, who shall have the right to terminate the Contract without notice or compensation.

Any breach by a Party of the provisions of this clause shall be deemed a serious breach entitling the

other Party to unilaterally terminate the present contract without notice or compensation, and subject to the payment of all damages to which that Party may be entitled as a result of such breach.

Each Party shall be solely liable for any breach of the said legal or regulatory provisions, whatever they may be; without being able to call the other Party as guarantor.

ARTICLE 17 - MISCELLANEOUS

The Seller's waiver to invoke the non-observance of a provision of the present General Terms and Conditions, or its silence, cannot be interpreted as a waiver for the future to invoke the observance of the said provision.

Any technical advice recommendations or services provided by the Seller are generated on the basis of information that the Seller considers reliable to the best of its knowledge and are intended to be used by qualified persons at their own risk.

The Seller shall not be liable for any consequences, damages or losses arising from the use of such advice, recommendations or services.

The same advice, recommendations or services communicated by the Seller may not be considered by the Customer as having the value of directives or instructions.

All drawings, descriptions, specifications and illustrations contained in the Seller's catalogues or any other media are provided for information purposes only and are not binding on the Seller.

If any provision of these General Terms and Conditions is held to be invalid or without object, it shall be deemed unwritten and shall not invalidate the other provisions.