

REHLKO ENERGY INDIA PRIVATE LIMITED ("BUYER") STANDARD PURCHASE ORDER TERMS AND CONDITIONS

1. **Scope:** Supplier shall provide those goods and/or services as identified hereunder on a nonexclusive basis, as per the terms of this Purchase Order (PO).
2. **Agreement documents:** This PO and any attachments are the sole and exclusive agreement of Buyer and Supplier for the goods and/or services as per this PO, and no other document, including the Supplier's proposal or pre-printed acknowledgment form, will be part of this PO. Provided however, if the parties negotiate any agreement, this PO shall be read in conjunction with the said agreement. If the Supplier does not reject this PO in writing within 5 days or if the Supplier starts delivery of goods and/or services, the PO shall be deemed accepted.
3. **Prices:** The price for the goods and/or services shall be as set out in the PO and unless indicated to the contrary, shall be inclusive of all applicable taxes. Invoices shall be submitted by the Supplier on/with/after the supply of the goods and/or services. Unless mentioned otherwise, the terms of payment are net 60 days (provided however in case of MSME, it shall be net 45 days) after receipt of Supplier's valid invoice or after receipt of the goods and/or services, whichever is later. If the last date of payment falls on any other day of the week other than Tuesday, the payment shall be made on the coming Tuesday. Buyer shall withhold taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. The payment shall be sent to the bank account of Supplier in the same country as that of the Supplier. Any such place designated by Supplier must be in the country of Supplier's principal place of business and to an account designated in Supplier's name.
4. **Supply, Acceptance & Quality:** Supply of goods and/or services shall be strictly as per the terms of this PO and/or delivery schedules/other communications made by Buyer from time to time. All supplies will be subject to inspection at Buyer's premises. Supplies which are more than confirmed requirement or not meeting the specified quality criteria will not be accepted and decision of Buyer in this regard shall be final and binding. In case of services, Buyer shall make the Supplier re-perform such services without any extra charge. Defective supplies identified at any stage even after inward inspection will be considered as Supplier's defect, including raw material defects exposed after machining particularly in case of castings, forging, moldings, bar stocks, etc. and returned at Supplier's cost. All rejected Goods will be stored by Buyer at Supplier's risk for a period of 15 days from the date of such intimation to Supplier. In case of no show by Supplier to pick up returned goods, Buyer shall be entitled to dispose of the materials as deemed fit, without any obligations, whatsoever, towards the Supplier.
5. **Termination:** This PO may be terminated by Buyer, with or without cause.
6. **Risk of loss; delivery:** Title and risk of loss remain with Supplier until goods purchased under this PO have been delivered to Buyer at the location specified in the PO and accepted by Buyer. For Supplier's delivery of goods and/or service, time and quality is of the essence, failing which Buyer may in its option, purchase replacements elsewhere, and Supplier will be liable for actual and reasonable differential costs and damages incurred by the Buyer.
7. **Warranties:** Supplier warrants that: (a) it has the right to enter into this PO and it shall be firm and binding and shall not result in any breach of any other contractual or legal obligation; (b) it is knowledgeable with, and is and will remain in full compliance with (at its own expense) all Central, State, and local laws, ordinances, notifications, regulations, etc., including US Export Control, Boycott and USFCA laws, applicable to this PO or may become applicable from time to time in relation to the provision of goods and/or services hereunder; (c) no claim, lien, or action exists or is threatened against Supplier that would interfere with Buyer's rights under this PO; (d) goods and/or services do not infringe any privacy or intellectual property right of any party; (e) all authors have agreed not to assert their moral rights in the goods and/or services, to the extent permitted by law; (f) goods are free from defects in design, material, and workmanship; (g) goods are safe for use consistent with and will comply with the warranties, specifications, and requirements of this PO; (h) goods are new and do not contain used or reconditioned parts; (i) it will conform to all the norms related to safety, health and environment as per Buyer's directions; (j) in the event of any liability arising out of failure to observe or non-compliance with any such laws by the Supplier in discharge of this PO, the Supplier shall bear all the resultant liability(ies), if any, arising thereof and that Buyer shall have the right to set off such amount as may be assessed by Buyer owing to such non-compliance by the Supplier.
8. **Intellectual property:** Supplier grants Buyer all rights and licenses necessary for Buyer and/or its nominated agencies to use, transfer, pass-through, and sell the goods and/or services and to exercise the rights granted under this PO.
9. **Ownership of deliverables:** Except for goods and/or services (which is licensed as provided under Intellectual Property above), all deliverables and/or work product developed by Supplier and provided to Buyer under this PO are and shall remain the personal property of Buyer.
10. **Indemnification:** Supplier agrees to defend, hold harmless, and indemnify Buyer and its affiliates from any claim (including without limitation costs, expenses, and attorney's fees) arising from (a) claims that any services and/or product infringes any intellectual property rights, or (b) the failure of Supplier to comply with its warranties and material obligations under this PO. If a claim of infringement is made, Supplier will concomitantly, at its own expense, exercise the first of the following remedies that is practicable: (i) obtain for Buyer the rights granted under this PO; or (ii) modify the product and/or services so it becomes non-infringing and in compliance with this PO; or (iii) replace the product and/or services with non-infringing ones that comply with this PO; or (iv) accept the return or cancellation of the infringing product and/or services and refund any amount paid.
11. **Packing And Forwarding:** The Supplier must ensure adequate protective packing to avoid transit damages and where applicable, also ensure that proper surface treatment is carried out or rust preventive solution is applied to avoid goods getting rusty during transit/normal storage period. Consignment of goods must be booked strictly in accordance with the delivery terms as stated in the PO. Copies of delivery challan invoice, GST document or carrier's copy of Invoice, Lorry Receipt, etc. must accompany the consignment of Goods. Any consequential losses, demurrages or any other extra cost arising due to non-compliance of this procedure will be on account of the Supplier.
12. **Design:** Supplier agrees that Design and Technical Information contained in Buyer's drawings, specification sheets or informed otherwise will not be used by the Supplier for any other purpose, except manufacture and supply of items specified in the PO of Buyer. Design & Technical Information provided to Supplier by Buyer is the sole property of Buyer. Buyer reserves the right to make any revisions in the design of goods or in packaging or service rendering pattern.
13. **Limitation of liability:** In no event will either party be liable for any lost revenues, lost profits, incidental, indirect, consequential, special, or punitive damages. In no event shall Buyer's liability to Supplier exceed the total amount actually paid by Buyer to Supplier hereunder.
14. **Assignment:** Supplier will not assign its rights or subcontract its duties hereunder without Buyer's prior written consent. Any unauthorized assignment is voidable at the option of the Buyer.
15. **Right to audit:** Buyer may, on reasonable notice to Supplier, audit Supplier's books, ledgers, supporting records / documentation and related procedures and controls, relating to any charges paid by Buyer in connection with this PO.
16. **Insurance:** Supplier shall obtain and maintain all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general liability insurance) in an amount consistent with Supplier's industry practice.
17. **Governing Laws & Jurisdiction:** This PO shall be governed by the laws of Republic of India. The parties submit themselves exclusively to the jurisdiction of competent courts at Aurangabad, Maharashtra.
18. **Confidentiality:** Buyer may, from time to time, communicate information to Supplier, or Supplier may learn or acquire certain information of Buyer. Supplier shall treat all such information, including this PO, as confidential, whether so labelled or identified or not, and shall not disclose any part thereof without the prior written consent of Buyer.
19. **Force Majeure:** Neither party shall be liable to the other for delay in performing or failure to perform any of its obligations hereunder if and to the extent that such delay or failure to perform is due to any cause beyond its control which could not have been reasonably foreseen and avoided by the exercise of due care and diligence consistent with the exercise of reasonable business judgment, limited to acts of God, fire, flood, wars, pandemic, epidemic and riots. If either party is delayed or unable to perform its obligations as a result thereof, in whole or in part, such party shall promptly notify the other party thereof in writing. In the event of such a force majeure, the time for performance or cure shall be extended for a period equal to the duration of the force majeure, but in no event more than 30 days. Any delayed performance not resumed after 30 days shall be deemed an event of default hereunder and shall entitle the other party to terminate this PO.
20. **Severability:** If any portion of this PO shall be found to be illegal, invalid or unenforceable, the same may be modified or stricken by a court of competent jurisdiction to the extent necessary to allow the court to enforce such provision in a manner which is as consistent with the original intent of the provision as possible, and the revised stipulation and the remainder of this PO shall continue in full force and effect.
21. **No Waiver:** The failure of either party to enforce at any time any provision of this PO shall not be construed to be a waiver of such provision or the right thereafter to enforce every provision hereof. No waiver by either Party, either express or implied, of any breach of these terms or conditions shall be construed as a waiver of any other term or condition.
22. **Survival:** The provisions of this PO that by their nature continue in effect shall survive the termination or expiration of this PO.
23. **Independent Contractor:** Supplier is responsible for the actions of its employees, agents, and subcontractors in relation to this PO. SUPPLIER shall be an independent contractor, and nothing set forth herein shall be construed to render the parties as joint ventures, partners or employer and employee.
24. **Non-Publicity:** Without prior written consent of the Buyer, the Supplier shall not (a) make any news release, public announcement, denial or confirmation of this PO or its subject matter, or (b) disclose any reports, recommendations, conclusions, or documentation regarding the foregoing.
25. **Ethical standards & Anti Bribery:** Supplier agrees that with respect to its role as a Supplier to Buyer, including any interaction with any employee, contractor, vendor (jointly referred as 'employee') of Buyer, it shall not: (a) give or offer to give any gift or benefit to said employee, (b) solicit or accept any information, data, services, equipment, or commitment from said employee, (c) solicit or accept favoritism from said employee, and (d) enter into any outside business relationship with said employee without full disclosure to, and prior approval of Buyer's management. Without limiting the generality of the foregoing, the Supplier undertakes to comply in all respects with all the applicable laws and shall not conduct itself or act in discharge of its duties prescribed hereunder in a manner as would render Buyer, Discovery Energy, LLC or its affiliates liable for prosecution under the Prevention of Corruption Act, 1988, U.S. Foreign Corrupt Practices Act, 1977 and UK Bribery Act, 2010, as amended. Supplier shall always comply with the legal requirements to prevent, control & minimize adverse impact on environment.