

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

1. Definitions:

- 1.1 "Affiliates" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity. For the purposes of this definition, "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or other ownership interest of an entity, or the power to direct or cause the direction of the management and policies of such entity, whether through ownership, by contract, or otherwise.
- 1.2 "Buyer" means Rehlko Energy India Private Limited, including its Indian Affiliates issuing the PO to the Supplier.
- 1.3 "Confidential Information" means all non-public, proprietary, or sensitive information disclosed by Buyer or its Affiliates to Supplier or vice versa in connection with the PO, whether in written, oral, electronic, or any other form, including but not limited to, technical data, drawings, Specifications, designs, prototypes, and manufacturing processes related to the Goods or Services, pricing, commercial terms, forecasts, and business strategies, customer and supplier details, contractual information, and operational data, software, source code, algorithms, and related documentation, Any information marked as "confidential" or which, by its nature or circumstances of disclosure, should reasonably be considered confidential.
Confidential Information does not include information that:
 - a) Is or becomes publicly available without breach of this PO.
 - b) Was lawfully known to the receiving party prior to disclosure.
 - c) Is independently developed by the receiving party without use of the party's Confidential Information; or
 - d) It is lawfully obtained from a third party without restriction.
- 1.4 "Effective Date" means the date of PO issuance.
- 1.5 "Goods" means components, parts, materials, tooling, consumables and other items supplied under the PO.
- 1.6 "Law(s)" means all applicable laws and regulations (including export control/sanctions, environmental, product safety, emissions standards, labor, data protection).
- 1.7 "PO" means the Purchase Order issued by Buyer (including schedules, attachments, drawings, specifications, quality requirements, and these terms and conditions)
- 1.8 "Supplier" means the legal entity whose name appears on the face of the Purchase Order as the party responsible for providing the Goods and/or Services to the Buyer under the terms and conditions of the PO. The Supplier shall include its permitted successors and permitted assigns but excludes any subcontractors unless expressly approved by the Buyer.
- 1.9 "Services" means installation, commissioning, maintenance, field support, engineering, consulting, calibration, testing, advisory or other services performed as specifically mentioned under the PO.
- 1.10 "Specifications" means technical specifications, drawings, standards (including PPAP/APQP/FMEA/Control Plan requirements), Buyer policies, and regulatory requirements referenced in or provided with the PO.
- 1.11 "Tooling" means tools, jigs, dies, fixtures, gauges, patterns, and other production assets funded by Buyer or designated as Buyer property.

2. Scope:

Supplier shall provide those Goods and/or Services as identified hereunder on a nonexclusive basis, as per the terms of this PO.

3. Agreement/Acceptance:

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. The Supplier shall be deemed to have accepted this PO and all its terms and conditions if the Supplier does not expressly reject the Purchase Order in writing within five business days of receipt, or if the Supplier commences any performance under the PO, including but not limited to manufacturing, shipping, or delivering Goods, or performing Services. Any such deemed acceptance shall constitute a binding agreement on the Supplier to fulfill all obligations under this PO. This PO shall prevail over any and all terms contained in Supplier's quotations, acknowledgments, invoices, agreements or other documents, whether prior or subsequent to the Effective Date, unless expressly agreed in writing by Buyer. Any conflicting or additional terms proposed by Supplier shall be deemed rejected and shall have no force or effect.

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

4. Prices, Currency, Invoice, and Payment Terms

- 4.1 The price for the Goods and/or Services shall be as set out in the PO and unless indicated to the contrary, shall be exclusive of all applicable taxes. All prices stated in the PO are firm and fixed for the duration of the PO and include all costs for packing, handling, and delivery as per the agreed Incoterms, unless otherwise specified in writing by Buyer. No price escalation shall apply without Buyer's prior written consent. If there is a pricing dispute or any other commercial disagreement between the parties, Supplier shall continue to perform its obligations under PO, including but not limited to timely and full delivery of Goods or Services, in accordance with the most recent price agreed upon and set forth in a PO.
- 4.2 The Prices shall be quoted and invoiced in [INR / USD / EUR] as specified in the PO.
- 4.3 Supplier shall issue a valid tax invoice in compliance with applicable laws (including GST with correct HSN/SAC codes, e-invoicing/IRN, and e-waybill requirements where applicable). Each invoice must reference the PO number, item description, quantity, unit price, and applicable taxes. Invoices shall be submitted by the Supplier on/with/after the supply of the Goods and/or Services. Supplier shall submit the MTC and PDI report along with each invoice to the Buyer without fail, Buyer's process of GRN shall not be clear unless Supplier submits MTC and PDI with every invoice, Buyer disclaims any liability for delay in processing of any payments due to non-submission or delayed submission of MTC and PDI by the Supplier.
- 4.4 Unless mentioned otherwise, the terms of payment are net Ninety (90) days (provided however in case of Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 ("MSME") registered Suppliers [Mandatory to submit Udyam Registration Certificate to Buyer], 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.
- 4.5 Buyer shall withhold taxes as required under 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. Buyer may withhold payment of any disputed amounts until resolution without liability for interest or penalties.
- 4.6 Supplier shall ensure that all applicable taxes charged on invoices (including GST or any other statutory levies) are duly deposited with the appropriate government authorities and the necessary returns are filed within the prescribed timelines. Supplier shall provide Buyer with the corresponding tax credit in accordance with Law. In the event Buyer is unable to avail the tax credit due to Supplier's failure to comply with statutory requirements, Supplier shall indemnify Buyer for any resulting loss, including interest and penalties.

5. Supply, Acceptance & Quality:

- 5.1 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 Goods 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.
- 5.2 Buyer's acceptance of Goods or Services will not be deemed evidence that Goods or Services conform to such requirements, nor will payment by Buyer for Goods or Services prior to inspection constitute acceptance thereof or remove Supplier's responsibility for non-conforming Goods or Services. Buyer may reject any Goods or Services that it has determined as a result of a receipt inspection does not conform to the requirements set forth in the PO.
- 5.3 Supplier will promote continuous quality improvement in the manufacture, production and distribution of the Goods. Supplier will comply with the quality assurance processes, inspections and standards specified by Buyer for suppliers providing goods or services similar in nature to the Goods. These standards include the "ISO/other Quality System Requirements" and any other quality standards and

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

procedures set forth in the Supplier Quality Manual. All cost reductions achieved as a result of such efforts will serve to reduce the total price for the Goods. Supplier will further comply with all mandatory quality standards, product certification and other quality related requirements under Law.

- 5.4 Quality Control: Prior to the shipment of any Goods, Supplier will establish a quality system that conforms to the requirements set forth in Buyer's Global Supplier Quality Manual placed on Buyers supplier portal including [Engines Supplier Quality Requirements](#), a copy of which is available at the Buyer's website. If any Good is non-conforming upon delivery, Buyer may refuse its acceptance.
- 5.5 For any non-conforming Goods/Services supplied by the Supplier to the Buyer, Supplier shall be liable for a penalty a INR 5,000/ per Incident (SCAR) and INR 10,000/ per Incident (SCAR) for any repetitive issue in the Goods/Services supplied by the Supplier.
- 5.6 Supplier shall comply with [Global Supplier Quality Manual rev4.0 English.pdf](#) placed on the website of the Buyer.

6. Termination:

This PO may be immediately terminated by Buyer, with or without cause or assignment of any reasons in whole/part. On termination, Supplier shall return all Buyers property and Confidential Information. Clauses reasonably intended to survive (e.g., confidentiality, Intellectual Property, warranties, indemnity, limitation of liability, compliance, audit, records) shall survive termination of this PO.

7. Risk of loss; delivery:

All deliveries of Goods and Services must be made in accordance with the delivery schedule in the PO or as otherwise directed by Buyer. Supplier will deliver all Goods in quantities and at the time and place specified in the PO. All Goods/Services will be priced and delivered as per agreed Incoterms 2020 on the face of PO [In case not agreed by the Parties the DDP (Incoterms 2020) shall apply for all the Supplies hereunder, 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 Services, time and quality are 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. If the importation of the Goods results in the assessment of a countervailing duty on Buyer as the importer, Supplier will reimburse such countervailing duty to Buyer, provided such reimbursement is permitted under Law.

8. Warranties:

- 8.1 Supplier represents and 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 Laws, including without limitation, U.S. Export Control, Anti-Boycott, and Foreign Corrupt Practices Act requirements 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 or third 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 and be newly manufactured in accordance with the specifications and other materials agreed upon by Buyer and Supplier; (i) Goods will confirm to all the norms related to safety, health and environment as per Buyer's directions; (j) Goods will be of good quality and merchantable; (k) Goods will be delivered with a clear title; and (l) Goods comply with all with requirements listed in Buyer's Product Environmental Policy and Restricted Material List, copies of which are available at the website of Buyer. (m) Warranty Period: longer of 36 months from SOP or 24 months from in-service / 1000 hrs, or as OEM requires. Supplier hereby assigns to Buyer all warranties of Goods and components manufactured by Supplier or its affiliates or suppliers. In the event of any liability arising out of failure to observe or non-compliance with any 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.
- 8.2 Supplier represents, warrants and covenants that the Services will: (i) be performed in a good and workmanlike manner and in accordance with best professional standards, (ii) be performed in accordance with Law; (iii) be performed by persons who have employment authorization to perform the Services in

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

accordance with immigration Law; (iv) conform to all requirements, as set forth in the PO; and (v) not misappropriate any trade secret or infringe, violate, trespass or in any other manner contravene or constitute the unauthorized use of any patent, trademark, copyright or other intellectual property right. If Buyer determines that Supplier is in breach of its warranty obligations under this Section and it is necessary to re-perform or correct the Services ("Remedial Services"), then Buyer may elect to a) perform the Remedial Services itself, b) have a third party perform the Remedial Services, or c) have the Supplier perform the Remedial Services. In the case of (a) or (b), the cost of such Remedial Services will be offset against the amounts otherwise due Supplier for such Services or reimbursed separately by Supplier within thirty days of Buyer's request. In the case of (c), such Remedial Services will be performed at Supplier's sole cost and expense.

8.3 Supplier represents and warrants that the Services, if any, will: (a) be performed in a professional and timely manner by adequately trained and technically competent personnel in accordance with industry standards; (b) not violate and will comply with all Laws, including without limitation those anti-bribery, conflict mineral, employment, import/export, and data protection laws applicable to the Services being provided by Supplier; and (c) not violate or in any way infringe upon the rights of third parties, including without limitation intellectual property and nondisclosure rights.

8.4 Non-Conforming Goods and Services

If any Goods or Services delivered under this Purchase Order fail to conform to the Specifications, drawings, quality standards, or other requirements stated herein, Buyer may, at its sole discretion and without prejudice to any other rights or remedies:

- a) Reject the non-conforming Goods or Services and require Supplier to promptly repair or replace them at Supplier's cost.
- b) Return the non-conforming Goods to Supplier at Supplier's expense, including freight and handling charges.
- c) Require rework or sorting at Supplier's cost, either at Buyer's facility or Supplier's premises and all Rework or sorting costs and expenses will be debited to the Supplier including administration costs and the Supplier required to Submit credit notes for the same amount.
- d) Obtain replacement Goods or Services from an alternate source and recover any additional costs from Supplier.
- e) Withhold payment for the non-conforming Goods or Services until full compliance is achieved; and
- f) Recover damages for any losses, including production downtime, field failures, or customer claims, arising from such non-conformance.

9. 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. Supplier hereby grants to Buyer a perpetual, paid-up, royalty-free, non-exclusive, worldwide, irrevocable license to all Supplier's intellectual property rights subsisting or embodied in or used in connection with the Goods and work product or Services, with a right to grant sublicenses to others, to make, have made, use, distribute, have distributed, combine with products, have combined with products, offer to sell, sell, repair, reconstruct or rebuild, and have repaired, reconstructed or rebuilt, products including the Goods and products similar or identical to the Goods.

All intellectual property rights in any specifications, drawings, designs, tools, or other materials provided by Buyer shall remain the exclusive property of Buyer. Any intellectual property created or developed by Supplier specifically for Buyer under this PO shall vest in Buyer upon creation. Supplier shall not use Buyer's intellectual property for any purpose other than fulfilling this PO. Supplier warrants that Goods and Services do not infringe third-party rights and shall indemnify Buyer against any claims arising from such infringement.

10. 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.

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

11. Indemnification:

Supplier agrees to defend, hold harmless, and indemnify Buyer and its Affiliates and customers, and each of their respective current and former directors, employees, subcontractors, successors and assigns (the "Indemnitees") from and against any and all liabilities, damages, fines, penalties, costs, claims, demands and expenses (including reasonable attorneys' fees and experts' fees and expenses) arising out of, incidental to or resulting from Supplier's performance under the PO, including: (a) any breach by Supplier of any of its representations, warranties, covenants or obligations set forth in this PO; (b) any negligent, fraudulent or willful act or omission by Supplier or its directors, employees, subcontractors, agents or assigns; (c) any security interests, claims, demands, liens or any other encumbrances adverse to Buyer's or its customer's ownership of the Goods, Buyer's Tooling or other property of Buyer; (d) Supplier's failure to comply with Law; (e) all claims made by employees of Supplier or any of its affiliates or subcontractors; (f) all claims for personal injuries, death or damage to tangible or intangible personal or real property, including claims of any employee of Buyer (or its subcontractors or customers), to the extent caused by acts or omissions of Supplier or any of its affiliates or subcontractors; (g) claims of actual or alleged infringement of any third party intellectual property rights directly related to Supplier's provision of Goods or Services or their manufacture, use, sale, distribution alone or in combination with other products or claims that any Services and/or Goods infringes any intellectual property rights; or (h) 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 Goods and/or Services so it becomes non-infringing and in compliance with this PO; or (iii) replace the Goods and/or Services with non-infringing ones that comply with this PO; or (iv) accept the return or cancellation of the infringing Goods and/or Services and refund any amount paid.

12. 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 prevent the 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.

13. Design:

Supplier agrees that design and technical information contained in Buyer's drawings or Specifications will not be used by the Supplier for any other purpose, except manufacture and supply of items specified in the PO of Buyer. Design and 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 patterns.

14. 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.

15. 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.

16. 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.

17. 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. Unless otherwise required by Law or

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

mutually agreed to between the parties, Supplier will maintain, at a minimum, general liability insurance with a limit of not less than \$1,000,000 USD (or the applicable currency equivalent) per occurrence and \$1,000,000 USD (or the applicable currency equivalent) in the aggregate at its own cost and expenses

18. 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/Chatrapati Sambhaji Nagar, Maharashtra.

19. Arbitration:

All disputes arising out of or in connection with the PO shall be finally settled pursuant to arbitration under the Arbitration and Conciliation Act, 1996 and rules made thereunder as updated from time to time. The number of arbitrators shall be one (1) to be mutually appointed by the parties. The venue and seat of arbitration shall be Pune, India. The arbitration proceedings shall be in the English language. Any award made by the arbitral tribunal shall be final and binding on each of the parties. Notwithstanding the foregoing provisions of this Section, a party shall be entitled to apply to a court of competent jurisdiction for injunctive relief. The parties shall submit to the arbitral tribunal's award which shall be enforceable in any competent court of law. The arbitral tribunal shall also decide on the apportionment of the costs of the arbitration proceedings. For the purposes of this Section, the courts of Aurangabad/Chatrapati Sambhaji Nagar, Maharashtra, India shall have exclusive jurisdiction.

20. Confidentiality:

- 20.1 Buyer may, from time to time, communicate Confidential Information to Supplier, or Supplier may learn or acquire certain Confidential Information of Buyer or its Affiliates. 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. Supplier will treat all proprietary and non-public information and materials provided by Buyer or its Affiliates as Confidential Information. Supplier will not use any Confidential Information for any purpose, except as reasonably necessary to fulfil its obligations under this PO and will not disclose any Confidential Information to any third party, except as previously agreed to in writing by Buyer. Supplier will, at the request of Buyer, return all Confidential Information to Buyer and any copies thereof in the possession or control of Supplier.
- 20.2 In the case of Buyer, Confidential Information includes: (i) Buyer's, its affiliates' and customers' specifications, designs, drawings, documents, correspondence, data and other materials related to the Products including work product; (ii) all information concerning the operations, affairs and business of Buyer, its affiliates and customers; (iii) the Tooling; (iv) the intellectual property rights of Buyer; and (v) the terms of this PO.
- 20.3 Each party agrees to hold the other party's Confidential Information in confidence and restrict access to and disclosure of the Confidential Information of the other party only to those directors, officers, advisors, employees, agents and contractors of the receiving party (including, in the case of Buyers, its affiliates and customers) who have a need to know the Confidential Information. Neither party will disclose or transfer the other party's Confidential Information directly or indirectly, to any other person, firm, corporation or entity without the prior written consent of the other party.
- 20.4 In the event of any unauthorized use or disclosure of any Confidential Information by the receiving party, the receiving party will give prompt notice of the disclosure to the disclosing party and will remedy any unauthorized use or disclosure of any Confidential Information.
- 20.5 Supplier will deliver at no additional charge the Confidential Information of Buyer and all copies thereof to Buyer promptly upon the expiration or termination of this PO or at any other time upon Buyer's written request (or, at Buyer's option, will certify, through its general counsel, that Buyer's Confidential Information and all copies have been securely destroyed).
- 20.6 Supplier acknowledges and agrees that the actual or threatened breach of this Section would cause irreparable harm to Buyer for which money damages would not be a sufficient remedy or difficult to ascertain, entitling Buyer to preliminary and permanent injunctive relief, without the necessity of posting any bond, in addition to any other equitable relief or remedies that may be available.

21 Information Security:

"Buyer Data" means (i) all data and information generated, provided or submitted by, or caused to be generated, provided or submitted by, Buyer in connection with this PO; (ii) all data and information regarding Buyer's business collected, generated or submitted by, or caused to be generated, provided or submitted by, Supplier, its employees, subcontractors or Affiliates; (iii) all such data and information

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

processed or stored, or then provided to or for Buyer, as part of this PO, including data contained in forms, reports and other similar documents provided by Supplier, its employees, subcontractors or Affiliates as part of this PO. Supplier will establish an information security program with respect to Buyer Data which: (i) ensures the security and confidentiality of such Buyer Data; (ii) protects against any anticipated threats or hazards to the security or integrity of such Buyer Data and Supplier's systems that process or store Buyer Data, and (iii) protects against any unauthorized use of or access to such Buyer Data and such Supplier systems. All of the foregoing shall comply with applicable Law, shall be no less rigorous than those maintained by Supplier for its own data and information of a similar nature, and in no event shall such safeguards and procedures be less than what is standard in the industry for the applicable Services. At a minimum, and without limiting the generality of the foregoing, Supplier's safeguards for the protection of Buyer Data shall include at Supplier's own cost: (1) appropriately securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security, disaster recovery, and business continuity procedures; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) encrypting any sensitive Buyer Data (as identified by Buyer) stored on any mobile media or transmitted over public or wireless networks; (6) physically or logically segregating Buyer Data from information of Supplier or its other third parties so that it is not commingled with any other types of information; (7) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (8) providing appropriate information security training to Supplier's personnel.

22. 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 (each, a "Force Majeure Event"). 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 Event, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure Event, 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.

23. 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 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.

24. 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.

25. Survival:

The provisions of this PO that by their nature continue in effect shall survive the termination or expiration of this PO.

26. 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. Neither party has authority to assume or to create any obligation on behalf of the other party. Supplier will furnish all personnel, materials and equipment necessary to perform its obligations under the PO. All personnel performing services under the PO will be Supplier's employees and under Supplier's exclusive direction and control at all times, and

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

Supplier will be solely responsible for their compensation and benefits, social security and income tax withholding, unemployment and workers' compensation, and similar matters. Supplier will ensure that its employees and permitted subcontractors observe Buyer's security and safety rules at all times when they are on or about Buyer's premises.

27. 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. Supplier will not, whether directly or indirectly, use Buyer's name, logo, or trademarks in any form of publicity without Buyer's express written consent. Any consent, if granted, will immediately cease upon expiration or termination of this PO.

28. 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 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 Laws to prevent, control and minimize adverse impact on environment.

29. Complete Agreement, Priority, Amendments:

This PO constitutes the entire agreement with respect to the subject matter and supersedes all prior oral or written representations or agreements by the parties, except as expressly identified in these terms and conditions. All terms and conditions contained in Supplier's quotations, sales forms, invoices, order acknowledgements, or any other acceptance forms, and any Supplier documents posted on Internet web sites, that conflict with the terms of this PO will not be effective or binding on either party. This PO will exclusively control the parties' relationship with respect to the subject matter hereof. In the event of any inconsistency or conflict between the PO or other documents incorporated by reference that cannot be reconciled, the order of priority will be as follows: this PO and then followed by documents incorporated by reference. No amendments, subsequent terms, conditions, understandings or agreements purporting to modify the terms of the PO will be binding unless in writing and signed by the authorized representatives of both parties.

30. Inspection and Financial Disclosure:

Supplier shall permit Buyer or its authorized representatives to inspect Supplier's facilities, processes, and records related to the Goods and Services supplied under this PO, upon reasonable notice, to verify compliance with quality standards, specifications, and contractual obligations. Supplier shall also provide Buyer, upon request, with relevant financial information and cost breakdowns necessary to confirm pricing, cost reductions, or claims for equitable adjustments, subject to reasonable confidentiality protections. Buyer's inspection or review shall not relieve Supplier of its obligations or constitute acceptance of Goods or Services.

31. Record Retention:

Supplier shall retain production, test, traceability, and service records for not less than 10 years and make them available to Buyer upon request.

32. Incident Reporting:

Supplier shall promptly report any safety incidents, regulatory investigations, cyber events affecting Goods/Services or quality.

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

33. Notices:

Notices under the PO shall be in writing and delivered by hand, courier, or email to the parties' addresses stated on the PO (or updated in writing). Notices by email are effective on business receipts.

34. Special Regulations for Engine Components:

34.1 Emissions & Regulatory Compliance: Goods shall comply with applicable standards (e.g., BS VI, Euro VI, marine/industrial equivalents), including testing, certification, and labeling as required.

34.2 Material Compliance: Goods shall comply with hazardous substances limits (e.g., RoHS equivalents if applicable), chemical registration/notification rules (e.g., REACH-like schemes if applicable), and provide declarations upon request.

34.3 Safety & Reliability: Supplier shall perform risk analyses (DFMEA/PFMEA as applicable), ensure adequate safety margins, and disclose any known field issues affecting reliability or safety.

34.4 Software Safety: Embedded control software/firmware shall follow safe development practices; change management and version control must be documented and auditable.

35. Legal Compliance and Business Conduct:

35.1 Supplier represents warrants and covenants that it will perform its obligations under the PO in compliance with, and will show evidence of compliance with, all Laws. Supplier also represents, warrants and covenants that it has reviewed and will abide by Buyer's "Supplier's Business Conduct Guide", available at: [Kohler Energy Supplier Code of Conduct Final Version 11 - 8.5.21 English.pdf](#) or other locations Buyer may designate. The Supplier's Business Conduct Guide is incorporated into this PO by this reference.

35.2 Export and Foreign Trade Control Laws. Supplier agrees that it and its subcontractors will comply with all export control and sanctions Laws. The Supplier hereby agrees and undertakes to cooperate with and assist Buyer in obtaining any regulatory approvals required for enforcing its rights under the PO, including by making such applications and providing such documents to any regulatory authority as may be requested by Buyer from time to time.

35.3 Privacy. Supplier shall at all times comply with any obligations under all Laws relating to data privacy, personal data (including personally identifiable information), trans-border data flows and data protection which includes without limitation the EU General Data Protection Regulation 2016/679 and California Consumer Privacy Act of 2018 (collectively, "Privacy Laws"), Indian Information Technology Act and Digital Personal Data Protection Act.

35.4 Supplier shall (i) take appropriate security measures to protect the confidentiality of the personal data provided by Buyer, (ii) inform Buyer of the security measures taken in respect to the foregoing, and (iii) notify Buyer of any breach of personal data in accordance with and within the timeframe stipulated in the aforementioned privacy laws. Upon the request of Buyer, Supplier shall enter into a data processing agreement with Buyer. Supplier shall ensure that its subcontractors, sub-suppliers, are contractually bound to comply with the provisions of this subsection.

35.5 Any fines, penalties or legal costs incurred by Supplier or its agents or employees for noncompliance with this Section will not be reimbursed by Buyer but will be the sole responsibility of Supplier or its agents or employees.

36. Tooling:

All Tooling either (a) provided by Buyer to Supplier, or (b) purchased or fabricated by Supplier and paid for or reimbursed by Buyer, shall be and remain the exclusive property of Buyer, regardless of location. Supplier shall:

- i Mark and Identify all Tooling as Buyer's property.
- ii Maintain and insure Tooling at its full replacement value against loss or damage.
- iii Use Tooling solely for fulfilling Buyer's POs and not for any third party without Buyer's written consent.
- iv Keep Tooling in good condition and perform necessary repairs at Supplier's expense.

**REHLKO ENERGY INDIA PRIVATE LIMITED AND ITS INDIAN AFFILIATES ("BUYER") STANDARD
PURCHASE ORDER ("PO") TERMS AND CONDITIONS**

Effective 01 January 2026

- v Return Tooling immediately upon Buyer's request or upon termination/expiry of the PO, in good working condition, at Supplier's cost; and
- vi Not dispose, modify, or relocate Tooling without Buyer's prior written approval.

Risk of loss or damage to Tooling remains with Supplier while in its possession.

37. Requalification:

The Supplier shall submit to the Buyer on a yearly basis a part requalification with limited documents including Latest Drawing, SPC, Layout, MTC, level 2 PSW, 4MChange in the first Quarter of each calendar year.

38. Compliance with Website Terms

The Supplier acknowledges and agrees that all purchases made by the Buyer are subject to the **Supplier Terms and Conditions** as published on the Buyer's official website [<https://www.rehiko.com/suppliers>]. By accepting this Purchase Order, the Supplier confirms that it has read, understood, and agrees to be bound by such terms, including any updates made from time to time. It is the Supplier's responsibility to regularly review the website for any changes. In the event of any conflict between the terms on the website and those stated elsewhere, the website terms shall prevail unless otherwise agreed in writing by the Buyer, which includes:

- a) [India -T&Cs](#)
- b) [Kohler Energy Supplier Code of Conduct Final Version 11 - 8.5.21 English.pdf](#)
- c) [Global Supplier Quality Manual rev4.0 English.pdf](#)
- d) [November 26, 2007](#)
- e) [On-Site Policy Exhibit Rev2021-12-20.pdf](#)
- f) [EDI Trading Partner Agreement Rehiko.pdf](#)

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