

General Terms and Conditions of Purchase of SMA Solar India Private Limited

Status: November 2020



I. General Provisions

1. These General Terms and Conditions of Purchase (hereinafter called "GTCP") shall apply to all contracts concluded by SMA Solar India Private Limited. (hereinafter called "SMA") with a supplier (hereinafter called "Supplier", together with SMA also referred to as the "Parties" and each of them a "Party") concerning any deliveries or services offered to SMA by the Supplier. They shall also apply to all future deliveries and services of the Supplier to SMA, and to offers of SMA to the Supplier, even if the application of these GTCP is not agreed upon expressly, and provided that such application is not expressly ruled out individually in each case.

2. General Terms and Conditions of the Supplier shall apply only to the extent SMA expressly consented to such application in writing. This requirement of consent shall apply in any event, particularly in the event that SMA accepts receipt of Supplier's deliveries while having knowledge of the Supplier's General Terms and Conditions. If SMA consents to the Supplier's General Terms and Conditions, and individual provisions of such General Terms and Conditions conflicting with these GTCP, the provisions of these GTCP shall take precedence over the corresponding provisions of the conflicting Supplier's General Terms and Conditions. If applicable Supplier's General Terms and Conditions contain provisions disadvantageous to SMA compared to the otherwise applicable statutory provision, these GTCP shall be deemed conflicting, resulting in the application of the statutory provision(s) in such case. In any event, individual agreements made with the Supplier in each case (including side agreements, supplements and amendments) shall take precedence over these GTCP. Unless proven otherwise, the written content of an agreement or SMA's written acceptance shall be deemed decisive with respect to the interpretation of such agreements. If, in an individual order, individual provisions deviating from these GTCP are agreed upon, these GTCP shall apply supplementary to such provisions.

II. Conclusion of a Contract

1. Orders by SMA shall be placed in writing. For this purpose of ordering, orders placed using the SAP order form shall also be deemed to meet this written form requirement.

2. SMA may demand that the Supplier uses its supplier portal for the regular handling of the resulting business processes.

3. The Supplier shall confirm orders in writing, quoting the SMA order number, within seven business days of receipt. In this respect, use of the supplier portal shall be deemed to meet the written form requirement. If a supply relationship to which these GTCP apply already exists between SMA and the Supplier (section I.1), and the Supplier does not formally confirm an order from SMA within the aforementioned period, the Supplier's silence shall be deemed to be an acceptance of the order. In this case, SMA may revoke the order free of charge at any time before the aforementioned time limit for acceptance expires, or earlier, as the case may be, before SMA receives the Supplier's acknowledgement.

4. SMA may demand changes to the delivered item, the scheduled delivery dates or the quantities even after entering into a contract to the extent that the Supplier can reasonably be expected to accept such changes under applicable statutory law. The effects in this respect, particularly any increase or reduction in costs, shall be appropriately provided for by mutual amendment to the existing contract. If the Supplier renders additional and/or increased services, these shall be reimbursed by SMA only if this has been agreed upon in writing before such service is carried out.

5. If a given order requires the delivery of an initial sample, SMA reserves its right to approve serial production. If the initial sample is rejected, SMA shall bear the cost of further sampling documents and further components only if and to the extent such initial sample was rejected predominantly for a reason attributable to SMA.

III. Scheduled Delivery Dates, Default, Discontinuation

1. The scheduled delivery dates and periods agreed upon between the Parties shall be binding. If the latest delivery date can be derived from the circumstances that lead to the contract, the Supplier shall enter into default at the end of this date without this being subject to a reminder from SMA. The Supplier shall inform SMA in writing, or by email, without undue delay, of any delivery difficulties arising and shall propose a new date of delivery or period in mutual agreement with SMA. If SMA has demanded that the supplier portal shall be used, the Supplier shall send the above notification to SMA via the supplier portal. For the avoidance of doubt, fulfillment of this notification obligation does not prevent the Supplier from entering into default.

2. In the event of default, SMA may, subject to a prior warning to the Supplier, demand for every business day (Monday-Friday) of default a contractual penalty at the rate of 0.25 %, but at most 5 %, of the respective order value. The right to assert additional damages or any other claims (in particular extra freight charges, extra production costs [additional set-up costs, overtime supplements etc.], cover purchases) shall remain unaffected. If a contractual penalty is paid, it shall be deducted from any default-related claim.

3. Time is of the essence. Time of delivery/performance as mentioned in the Order shall be the essence of the Order and no variations shall be permitted except with prior authorization in writing from SMA.

4. If the Supplier fails to render the due service or fails to do so in compliance with the contract, or otherwise enters into default, SMA may, after expiry of a grace period not exceeding 30 business days, rescind the contract or terminate the contract for cause and purchase such cancelled quantities from open market at the prevailing market price at the risk and cost of the Supplier. This shall also include the additional expenses that arise for procuring substitutes from third parties. Insofar and to the extent that the Supplier is responsible for the failure to meet the scheduled delivery date, SMA may also accept delayed deliveries at price reduced by a sum/ percentage (%) mentioned in the Purchase Order for

every week of delay or part thereof which are genuine pre-estimated damages agreed between the parties.

5. SMA may terminate the contract for cause or rescind the contract, particularly if the Supplier has discontinued its services, or if the Supplier has committed a not-insignificant breach of contract and has failed to remedy it within 30 days despite a warning and/or reminder by SMA. Furthermore, in any event in which due regard has been given to all circumstances of the particular case and to the interests of both Parties, and in which SMA cannot be reasonably expected to continue the contractual relationship, a right to terminate for cause shall lie with SMA.

6. In case of force majeure, which poses a long-term obstacle to performance, SMA is entitled to wholly or partly withdraw from the contractual relationship or postpone the receipt of products until such time as the obstacle to delivery acceptance is removed, without SMA defaulting. Force majeure are events unforeseeable at the time of conclusion of the contract or such events which, even if they were foreseeable, lie outside the scope of influence of SMA, and whose effects on the fulfillment of the contractual obligations cannot be prevented by reasonable measures of SMA. Force majeure is present in cases such as, but not limited to, operational disruptions of any kind, strikes, lawful lockouts, shortage of labor, energy or raw materials, including lack of fuel, mobilization, war, blockade, export and import ban, fire, traffic block, epidemic or pandemic. SMA must notify the Supplier without delay and report the circumstances to him, which cause force majeure. The Supplier is not entitled to claim for damages of any type due to delay of acceptance or withdrawal based on force majeure.

IV. Prices, Payment Terms, Set-off and Retention

1. Prices shall be specified in each order. The prices shall be net prices. The respective value-added tax shall be added to the prices. The prices contractually agreed and correspondingly indicated within the order shall be fixed prices, unless otherwise stipulated in the order, and shall include any resulting one-off production and inspection costs as well as packaging and delivery in accordance with the contractually agreed Incoterms®, as amended from time to time, but shall exclude transport insurance. No escalation in such prices shall be binding on SMA, notwithstanding anything that may be mentioned in Supplier's terms of acceptance of Order.

2. Payment shall be made in accordance with the mutually agreed Purchase Order. The due date shall commence as soon as the delivery of the goods or services has been made in full and, in particular, free of defects, and - if necessary - an acceptance inspection has been carried out and the invoice issued in accordance with section V.6 has been received by SMA. The date of the aforementioned event occurring as last shall be decisive for the due date.

3. A payment shall be considered being made by the time a transfer instruction is handed over to the bank, or by the time, a cheque is dispatched.

4. SMA shall be entitled to set off all claims against any of Supplier's claims. The Supplier shall be entitled to set off only undisputed or legally established claims.

5. The Supplier shall be permitted to assign claims against SMA to third parties only with SMA's prior written consent.

6. Rights and obligations not covered by section IV.5 may be transferred to third parties only with the prior written consent of the other Party. However, SMA shall be entitled to transfer all rights and obligations to companies affiliated with SMA without the Supplier's consent. In particular, SMA shall be entitled to assign all warranty rights to companies affiliated with SMA without the Supplier's consent.

V. Shipment, Packaging, Invoice

1. The contractually agreed and current version of the Incoterms® shall apply to the shipment of the goods.

2. Place of performance for delivery and performance shall be in accordance with the agreed Incoterms®. Unless otherwise agreed, the place of performance shall be the SMA Mumbai branch, 1101, Sigma, Hiranandani Business Park, Mumbai.

3. Each delivery of goods shall have attached a delivery note displaying the order number and the order item number, the ordered quantity, the agreed delivery date and the description of the goods as well as, if existent, the SMA material number and the serial number. Each packaging unit shall be marked with at least the SMA material number, the quantity contained and the Supplier's name. If agreed, the date of manufacture of the goods must also be shown. If goods are delivered from a third country, the shipping documents must be sent to SMA for review prior dispatch. Following such review, SMA shall grant the Supplier its approval in order to initiate the shipment of the goods.

4. Deliveries for which SMA must bear the freight costs either in whole or in part, shall be transported at reasonable rates and methods, unless otherwise stipulated by the Supplier.

5. The Supplier shall ensure proper and safe packaging for reliable shipment of the goods. Packaging for electronic elements or components must be ESD-dissipative.

6. The invoice shall be sent to SMA including the delivery note details specified under this section V.3.

VI. Export and Import Regulations

1. Delivery documents originating from an EU Member State outside the Federal Republic of Germany shall state the Supplier's EU VAT ID number.

2. With reference to the SMA article number, the Supplier shall provide information on the country of origin, weight (gross/net), customs tariff number (HS code) and the dual-use characteristic of the goods.

3. In case of goods originating in the EU, the Supplier shall, at the beginning of every calendar year, provide SMA with an up-to-date long-term supplier's declaration in accordance with the implementing regulation (EU) 2015/2447 of the Commission of 24th of November 2015, unsolicited and free of charge as well as upon SMA's special request. If the Supplier is unable to issue a long-term supplier's declaration, the Supplier shall provide an IHK (German Chamber of Commerce and Industry) long-term

declaration for the non-preferential origin or another proof document regarding the origin of the goods at the beginning of every calendar year. Such document shall be either sent in electronic form by email or made in writing.

VII. Acceptance of the Service

SMA shall be entitled to refuse acceptance of goods which are delivered prior to the specified dates or be entitled to return such goods at the Supplier's expenses and risk or store these goods at third parties at the Supplier's expenses, provided that this would not be disproportionate in a particular case. The same shall apply in the event of an excess or incorrect delivery with regard to the excess or incorrect part delivered.

VIII. Retention of Title by the Supplier, Retention of Title in the Case of Parts Supplied by SMA

1. Any retention of title by the Supplier shall apply only to the extent that it relates to SMA's payment obligation for the respective products to which the Supplier retains title. In particular, any extended or prolonged retention of title shall be inapplicable.

2. SMA shall retain any property rights, copyrights as well as comparable or derived usufruct rights regarding all documents and auxiliary resources made available to the Supplier by SMA for the fulfillment of an order, such as in particular drawings, illustrations, drafts, calculations, descriptions, plans, models, samples, technical specifications, data carriers, other written documents, tools, parts and materials. Such documents and auxiliary resources shall be used exclusively for the contractual service and shall be fully returned to SMA (including any copies or records made, if applicable) after the execution of the order. Products manufactured according to documents and tools of SMA may neither be used by the Supplier itself nor offered or delivered to any third parties.

3. Technical documents, written material, drawings, diagrams, charts, graphs, photographs, layout templates and other documentation, whether on data carriers, in printed form or as material for print preparation or printing, produced by the Supplier in the course of the execution of the order, as well as all samples, tools, materials and other operating resources ("Auxiliary Resources") shall be produced on behalf of SMA. The Supplier shall grant SMA direct title to the Auxiliary Resources in such way that the Supplier assigns the Auxiliary Resources to SMA and SMA shall establish indirect possession of the Auxiliary Resources. Furthermore, SMA shall receive all other property rights, rights of use and exploitation in all aforementioned copyrightable works, to the extent permitted by law. No separate remuneration shall be owed by SMA for the assignment of the aforementioned rights; this shall be fully included in the prices stated in the applicable order.

4. Any processing, mixing or combining of items provided by SMA by the Supplier shall be carried out on behalf of SMA. It is agreed that, in the ratio of the value of the items supplied by SMA to the value of the total product, SMA shall become co-owner of the products manufactured using the items supplied. These products shall be kept by the Supplier on behalf of SMA until the time these products are handed over to SMA.

IX. Protective Provisions

1. The services to be rendered by the Supplier shall include all services necessary for the production of the goods or rendering the services. The Supplier undertakes, particularly with regard to the delivery of goods, to produce all goods in a professional and appropriate manner, flawlessly in terms of quality, in compliance with all applicable rules and specifications and in accordance with the latest state of the art technology, relevant standards, laws, provisions and safety requirements relevant to the intended purpose and place of use, as being valid and in force at the respective time of delivery of the goods or other performance to SMA, as well as in accordance with the regulations and guidelines of public authorities, employers' liability insurance associations and trade associations and in accordance with all agreements made. The Supplier shall be solely responsible for the appropriate and diligent fulfillment of each order. This obligation of the Supplier shall not be affected by any approval of documents, descriptions or instructions or any other information provided by SMA.

2. The Supplier undertakes to comply with the statutory provisions of the destinations country to which the goods are delivered by the Supplier, as well as the current Indian statutory provisions, in particular with all product-related legal provisions regarding safety and the environment, as amended at the respective time of delivery of the goods or other performance to SMA.

3. The Supplier undertakes not to use any significant quantities of hazardous substances in the production and handling of the goods. In this respect, the Supplier shall comply with the legal requirements and the material requirements of the SMA Standard 01501 Restrictions on Hazardous Substance as amended from time to time. The respective applicable version is available at the following URL: <https://www.sma.de/partner/lieferanten.html>.

4. The Parties expressly intend to avoid the use, or product use, of minerals from conflict zones according to the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act as amended in 2010. The Supplier warrants that its products sold to SMA under this contract shall not contain any materials from conflict zones obtained in the Democratic Republic of Congo or in any of its neighboring countries. Furthermore, the Supplier agrees to periodically carry out measures to verify the original source of the tin, tantalum, tungsten or gold used in any of the products sold under these GTCs. The Supplier shall provide SMA with an annual confirmation of non-use of materials from conflict zones upon SMA's request.

X. Warranty for Defects in Quality or Title, Liability

1. Unless otherwise agreed below, liability and warranty shall be governed by the statutory provisions. Deviating from this, however, the warranty period shall be 12 months unless the parties agree on a longer period in each case.

2. The Supplier warrants that, in the case of deliveries of goods by the Supplier, the goods delivered shall be of the highest grade and quality unless otherwise specified, comply with the specification, be performed in a workmanlike manner, be suitable for the purposes known to the Supplier and be free of defects, encumbrance and third-party rights, in particular patents, copyrights and rights of use or claims by authors for appropriate remuneration in compliance with laws and regulations on copyrights, and

shall not be subject to any official or judicial restrictions or conditions. Other product specifications, user requirements specifications or functional specifications, data sheets or other product agreements shall be deemed to be equivalent to a specification with regard to the agreed quality.

3. If services are provided by the Supplier, the Supplier warrants the proper and careful rendering of the services to be provided in accordance with the respective order. If it becomes apparent that the service was not performed as agreed, in particular that the service does not comply with the order and the aforementioned specifications, SMA may set the Supplier a deadline for subsequent performance free of charge. After repeated unsuccessful performance of the service or after the unsuccessful expiry of a grace period (if applicable), SMA may, at its sole discretion, withdraw from the order, reduce the contractual remuneration or remedy the defect on its own and demand reimbursement of the necessary expenses incurred. In addition, SMA may claim damages instead of performance as well as compensation for other damages and expenses incurred by SMA due to the Supplier's breach of obligations.

4. The warranty period shall not commence before performance has been accepted (if applicable) and shall not end before all defects notified to the Supplier prior to expiry of the warranty period have been eliminated. With respect to replacement of defective parts, or in respect of parts repaired without being exchanged, the warranty period shall begin anew after installation of such parts.

5. SMA shall inspect deliveries of goods from the Supplier upon receipt to the extent that this is feasible in the ordinary course of business, but at least with respect to deviations of identity or quantity, transport damage and other easily visible defects. The obligation to give notice of defects shall be deemed having been fulfilled if the Supplier is notified within ten (10) working days of receipt of the delivery, or, in the case of hidden defects, within the same period after their detection.

6. In case of a defect in quality or title or breach of any warranty, SMA shall be entitled to demand subsequent performance at the cost of the Supplier, to withdraw from the contract, to reduce the price or seek refund of the price paid by SMA in respect of the said goods, or to claim damages or compensation being a sum/ percentage (%) of the price mentioned in the Purchase Order for such defect or deficiency which are genuine pre-estimated damages agreed between the parties.

7. The Supplier shall indemnify SMA from (i) claims from the statutory product liability in so far as he is responsible for causing the damage, (ii) any alleged or actual, direct or contributory infringement or misappropriation of any intellectual property or other proprietary right arising from the purchase, use or sale of such goods or services; or (iii) any breach by Supplier of any term or condition contained in the Order; or (iv) violation of applicable laws; or (v) the acts, omissions, or willful misconduct of Supplier's employees and subcontractors, including their agents and representatives, and all other persons performing any services under the Order with the Supplier. The following section XI applies to details of the handling of complaints as well as to the allocation of costs for reworking.

8. The Supplier shall promptly notify SMA in writing if the manufacture of the goods or the rendering of the service ordered is excluded or restricted by third-party property rights. Furthermore, in the event of a breach of contractual obligations, in particular in the event of a breach of third-party property rights, the Supplier shall indemnify SMA against claims for damages by third parties. Should it become necessary for SMA to conduct legal disputes in order to defend against third-party claims, the Supplier shall reimburse SMA for the resulting costs incurred by SMA.

9. The limitation period for material defect claims shall be suspended if the parties negotiate the existence or scope of warranty claims or whilst the Supplier itself is examining the existence of a defect. The suspension shall be terminated if the Supplier refuses in writing to continue remedying the respective defect, or if the Supplier informs SMA in writing that the negotiations have ended or if the result of the examination is sent to SMA.

10. Risk of loss and/or damage to any goods furnished hereunder shall be upon the Supplier until the goods are physically delivered to SMA's facility specified on the face of the Order and accepted by SMA.

XI. Handling of Complaints / Rectification Work

1. The provisions set out in this section XI are intended to establish a basis for efficient and cost-optimized handling of complaints, i.e. cases where individual goods do not correspond to the agreed required qualities and for which the Supplier (including its sub-suppliers) is responsible, and for the causation-based allocation of costs. The provisions made under section XII shall apply to serial defects. In all other respects, the requirements of a quality management agreement in this regard shall apply predominantly to the extent it has been agreed with the Supplier.

2. In the case of defective goods or parts thereof, these goods or parts shall, at SMA's sole discretion, be returned to the Supplier or be rectified at the respective location of the goods. In the case of returns to the Supplier and replacement deliveries received thereon, the costs shall be borne by the Supplier. Goods which are the subject of a complaint must be repaired by the Supplier within two (2) weeks, including the transport times, or a replacement delivery must be made, unless being disproportionately late in an individual case. The delivery of replacement or repaired products shall be delivered to SMA under the reference of the complaint. The Supplier shall inform SMA within five (5) business days of the delivery date of a replacement or repaired products, unless this period proves to be disproportionately short in an individual case. In such case, a reasonable period for notification of performance shall apply instead. The periods under this section shall commence with the reception date of the complaint by the Supplier.

3. Notwithstanding this, SMA's own ability to deliver shall, whenever possible, be ensured by the Supplier by means of partial deliveries of goods, subsequent improvements at SMA's premises or other suitable measures. This means that in the event that SMA cannot reasonably be expected to wait for two (2) weeks in order to maintain its own ability to deliver and avoid its own delay in delivery regarding SMA's customers as well as in other urgent cases, and the Supplier is not in a position to or does not promptly promise measures to secure its ability to deliver, SMA shall be entitled to carry out such measures on its own or have such measures carried out by third parties at the Supplier's expense. "Measures" shall also be understood to include the complete elimination of defects in goods and any resulting damage. Furthermore, this shall also apply in other cases if a reasonable period set by SMA for subsequent performance has unsuccessfully expired.

4. Complaints shall be charged by SMA with a processing fee of INR 8,700.00 each. The processing fee will be charged per complaint, unless this proves to be disproportionately late in an individual case. In

the event of a defect that has occurred at the location of a SMA customer, an additional service fee of INR 17,400.00 each can be charged by SMA, provided that this proves not to be disproportionate in an individual case. With the dispatch of the claimed goods, the Supplier shall debit the creditor account at the same time. In this respect, the moving average price from SAP shall be taken as baseline for debiting defective parts.

5. In the event of a justified rejection of a complaint, the debit note will be withdrawn. Lump sums unduly charged will be refunded to the Supplier.

6. All costs incurred in connection with the determination and examination of defects may be claimed by SMA by way of a damage claim and be set off against outstanding payment claims.

XII. Serial Defects

1. In the event of a serial defect in accordance with section XII.2, SMA shall be entitled to refuse acceptance of the delivery of the series outstanding to be delivered and, on account of defective delivery, assert its statutory rights concerning the entire delivery, provided that this would not be disproportionate in an individual case. In the event of a serial defect which SMA discovers only after delivery and acceptance (if applicable) of a product, in particular as a result of a serial defect becoming visible at a customer of SMA, the Supplier shall reimburse SMA for all costs arising out of the exchange of goods affected by the serial defect, regardless of whether the serial defect resulted in a defect at the respective customer, provided that this would not be disproportionate in the individual case. In particular, the reimbursement obligation includes the expenditure and costs for products that are defective due to the serial defect, as well as for any preventive replacement or other preventive measures undertaken. The warranty period for replaced parts or repaired defects shall commence anew thereafter. Otherwise, the statutory provisions and the relevant rights of SMA with regard to defective delivery shall remain unaffected.

2. In principal, a serial defect shall be assumed if more than 5 % of the delivered goods and services are defective as to the same component or with respect to a comparable cause. A serial defect shall also be deemed to exist if a defect rate of 5 % has not yet been detected, but SMA can reasonably assume that more than 5 % of the goods of the same type will feature this defect on the basis of a detected defect in production, the use of materials and/or the respective product design. Depending on the cause of the serial defect, the reference quantity for the defect rate of 5 % shall either relate to the affected batch(es) if it is a limited production or material error, or to the total quantity of the delivered goods or services performed, if the type of production, the material or the design is fundamentally defective.

The limitation period shall be suspended by the notification of the first defect for all goods of the same type delivered.

XIII. Insurance

1. Without limiting its liability and liability towards SMA, the Supplier undertakes to take out, at his own expense and for the duration of the contractual relationship, sufficient business, product and environmental liability insurance to cover the statutory and contractual liability risk, with the following coverage amounts per insured event and in the annual aggregate, for damages which the Supplier is obliged to compensate (even partially), irrespective of any further liability:

- business and product liability insurance, including extended product liability (in particular for removal and installation costs and for the replacement of individual parts) with an insured sum of at least INR 100 million per claim for personal injury, property damage or financial loss and INR 100 million in the annual aggregate
- environmental liability insurance with an insured sum of at least INR 100 million per claim for personal injury, property damage and financial loss and INR 100 million in the annual aggregate.

2. The Supplier shall prove to SMA at the time of the conclusion of the contract, and upon request at any time until performance of its services that the necessary insurance cover exists.

XIV. Duties to Inform, Notice of End of Life, Subcontractors

1. All goods to be manufactured or adapted individually by the Supplier for SMA in accordance with SMA's requirements or specification shall constitute so-called SMA-specific products (hereinafter called "SPECIFIC CONTRACTUAL PRODUCTS"). In respect of SPECIFIC CONTRACTUAL PRODUCTS, the Supplier shall notify SMA in advance and in good time of any changes which, in particular, affect mechanical, optical or electrical data and properties of the goods, as well as any changes to the manufacturing procedures and any relocations of the production sites. Such changes may only be made by the Supplier with express prior written consent (by email, fax or post) of SMA.

2. In respect of changes to goods which are not SPECIFIC CONTRACTUAL PRODUCTS, the Supplier shall notify SMA timely of any technical changes or any relocation of the production sites/facilities. If applicable, the Supplier shall likewise notify SMA timely of any applicable amendments or updates of warranty terms, data sheets or other documents of the Supplier. Insofar as SMA does not object to such changes within a reasonable period, the changes shall be deemed accepted by SMA. Notifications shall be sent to the contact address given by SMA: accounts@SMA-india.com.

3. If the Supplier applies changes to products or process, the Supplier shall bear all incurred costs at and by SMA in relation to new samplings.

4. The Supplier shall notify SMA in case its plans to end production of a given product one (1) year prior the envisioned date of ending a given production. This notification shall also include the date a last order and a last delivery may be placed (reception of order) by SMA. The quantity for the last order must not be limited. Notifications shall be sent to the contact address given by SMA: accounts@SMA-india.com.

5. SMA shall be given written notice of the employment of any subcontractors, freelancers, sub-suppliers and other third parties (jointly "Authorized Representatives") that are not legal employees of the Supplier in connection with the rendering of services owed to SMA. In relation to such Authorized Representatives, the Supplier shall contractually ensure that all services will be carried out completely

and properly, that the proper rendering of the services can be comprehensively monitored by SMA by means of corresponding documentation and regular audits, and that Supplier's obligations in connection with the contractual relationship with SMA also apply mutatis mutandis in relation to the Authorized Representatives.

6. Authorized Representatives shall be deemed to be agents of the Supplier. Defects, delays and default, disruptions, mis-performance or other deficiencies of the Authorized Representatives' deliveries or services, regardless of the cause of these deficiencies, shall not release the Supplier from its obligations in connection with the contract entered into with SMA.

7. If the Supplier or an Authorized Representative renders services at SMA's production sites, the Supplier shall ensure that the "rules for contractors" presented by SMA are properly signed prior to the performance of the respective services and that these rules for contractors as well as any other provisions of the applicable works rules are fully observed and complied with by all relevant persons.

8. If so agreed between the Parties, the Supplier shall, no later than on the day of the delivery, send all requested product-related written verifications (certificates, test reports, etc.) relating to the delivery as a PDF document by email to info@sma-india.com, also making reference to the applicable SMA order number and the delivery note.

XV. Taxes

The price quoted in the Order for supply of goods/services shall be exclusive of any applicable Goods and Services Tax, Customs duties, or any other indirect tax as may be imposed by the Government of India from time to time. The Supplier shall provide a proper invoice in the form and manner prescribed under GST Invoice Rules containing all the particulars mentioned therein. In the event that the Supplier fails to provide the invoice in the form and manner prescribed under rules, SMA shall not be liable to make any payment against such invoice. Notwithstanding anything contained anywhere in these terms, in the event that the input tax credit of the GST charged by Supplier is denied by the tax authorities to SMA, SMA shall be entitled to recover such amount from the Supplier by way of adjustment from the next invoice. In addition to the amount of GST, SMA shall also be entitled to recover interest at the applicable rate and penalty, in case any penalty is imposed by the tax authorities on SMA.

XVI. Secrecy and Protection of Confidence

1. The Parties undertake to treat confidentially all information received in connection with the order as long as and insofar as this information was not already known to the other Party beforehand or does not become known to the general public. All information shall remain the property of the disclosing Party. The information received shall be used only within the framework of this agreement and shall only be made accessible to employees (including employees of affiliates) who need the information for attaining the purpose of the contract and are themselves obligated to maintain confidentiality. Moreover, without the prior written consent of the disclosing Party, this information shall not be directly or indirectly exploited commercially, and no property rights shall be applied for in this context. The information shall not be passed on by the receiving Party to third parties. For the avoidance of doubt: Third parties shall not include the receiving Party's affiliates, or employees of these affiliates.

2. Press releases, other publications or advertising referring to orders placed shall be permitted only with SMA's prior written consent.

3. Disclosure of information of any kind by SMA does not give the Supplier any license rights, reproduction rights, usufruct rights or other rights of any kind whatsoever. All rights, in particular the right to apply for intellectual property rights or any other licenses or similar titles (e.g. patents), shall remain reserved to SMA.

XVII. Other Provisions

1. Nothing contained in these GTCP shall be deemed to constitute either Party as the agent or representative of the other Party, as joint venture partners for any purpose. Neither Party will have authority to speak for, represent or obligate the other Party in any way without prior written authority from the other party. For the sake of clarity, these terms are on a principal-to-principal basis.

2. These GTCP shall be subject to laws of India. Any and all disputes ("Disputes") arising out of or in relation to or in connection with these GTCP between the Parties or relating to the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in Mumbai, India in accordance with the terms of Indian Arbitration and Conciliation Act, 1996 or any amendments thereof. The language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator, who shall be appointed by SMA. The seat and venue of arbitration shall be Mumbai. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction.

3. In so far as it is legally admissible, the place of jurisdiction for all disputes arising from the contractual relationship shall be Mumbai.

4. The Parties agree to comply with all provisions relating to data protection. In particular, the Parties shall only collect, process and use personal data to the extent that they are permitted to do so as a result of the respective contractual relationship and to the extent necessary for rendering the respective service.

5. Even if individual provisions of the contract are or become ineffective, the remaining parts of the contract shall remain unaffected, unless holding onto the contract would constitute an undue hardship for one of the parties.

6. The Supplier undertakes to comply with SMA's Business Partner Code of Conduct as amended from time to time. The respective applicable version is available at the following URL: [link: https://www.sma.de/en/partners/suppliers](https://www.sma.de/en/partners/suppliers).

November 2020