



Schenck Process India Private Limited & Schenck Process Solutions India Private Ltd (formerly known as Stock Redler India Private Ltd)

Edition: December 2020

I. Scope and Conclusion of Contract

- These General Terms and Conditions of Delivery and Installation are terms and conditions of the Schenck Process India Private Limited and Schenck Process Solutions India Private Ltd. Our General Terms and Conditions of Delivery and Installation shall apply for all our performances and deliveries (such performances include, for instance, installation, commissioning, repairs, maintenance and other services) in the latest version at conclusion of the respective contract. In addition, our charge rates in the version current at the conclusion of the contract shall apply to services. In case of a discrepancy between the rates and the Terms and Conditions of Delivery and Installation, the Terms and Conditions of Delivery and Installation shall prevail.
- This General Terms and Conditions of Delivery and Installation shall apply exclusively. Terms and conditions of the Customer conflicting with or deviating from these terms shall not be recognized as binding, unless expressly acknowledged by us in writing. This General Terms and Conditions of Delivery and Installation shall further apply if we execute the Purchase Order without reservation while aware of Customer's conflicting or deviating conditions to these General Terms and Conditions of Delivery and Installation.
- Unless individually agreed, offers are generally non-binding. In this case, the agreement is concluded by our written order confirmation. Scope of our deliveries and services is conclusively determined by means of our written order confirmation along with its written appendices.
- Contracts are subject to confirmation of coverage by our commercial credit insurance.
- Side agreements and changes shall only come into effect upon our written confirmation. This shall also apply to any waiver of the afore-mentioned provisions.
- Documents and information provided and created by us, such as pictures, drawings, weights and measures, are only binding if expressly specified as an element of contract or specific reference was made to them. Unless otherwise agreed, these documents are not guaranteed characteristics but descriptions and identifications of the delivery or performance. Customary deviations, deviations which are required by law or constitute technical improvement, as well as replacement of parts with equivalent parts, shall be permissible as long as usability of the contractual purpose remains unaffected.
- We reserve all ownership and copyrights to samples, cost estimates, drawings, documentation and similar information of tangible or intangible nature - even if in electronic form; they may not be made available to third parties without our express written consent or contrary to a confidentiality agreement established between the parties.
- The requirement of written form under the meaning of these terms and conditions is also met by fax, electronic form or text form, unless otherwise agreed in individual contracts.
- These Terms and Conditions of Delivery and Installation may not be used in relation to consumers.

II. Prices and Payment

- Unless otherwise agreed, our prices are ex works and include value added tax at the respective statutory rate, packaging and loading. Prices are quoted in INR.
- Where we are required by law to collect taxes, whether they are construed as service tax, use tax, gross tax, revenue tax or trade tax, they will be charged to the Customer on the basis of the law applicable at the time of delivery, unless the Customer submits a proper tax exemption certificate in due time.
- Cost estimates are only binding if made in written form.
- Unless otherwise agreed, Customer shall make payment as follows:
30% upon placing of the order, 60% upon shipment or confirmation of readiness for shipment and the balance upon transfer of risk.
Unless otherwise agreed, down-, partial-, and advanced payment invoices are immediately due for payment with the remaining amount due within 10 days from the invoice date all without any further discount.
- All payments shall be made directly to the account specified in the invoice without any deductions. For the timeliness of payments, the payment date (date on which our bank account has been credited) is decisive. Cheques are only considered as payment once they have been cleared.
- Customer may only offset or withhold payment if the basis and the amount are undisputed or if the counterclaims are legally established or result from a mutual contract.
- Customer's payments shall be due upon receipt of invoice. Customer shall be in delay of payment for any portion of the payment as set out in II (4) above, if payment is not received for a period exceeding in 10 days, and in every other case 30 days, upon receipt of invoice.
- Parties agree that any undue delay in the payment of the Purchase Price will warrant interest of 18% per annum until the date of payment of Purchase Price in full is received by the Seller. Amounts payable against any Bank Guarantee issued as part of payment terms must be realized within ten (10) days from the issue of Bank Guarantee. A Bank Guarantee will not be issued for a contract value which is less than INR 5,00,000/- and for Sales regarding aftermarket, spare parts or provision of services. All export orders will be supplied based on letter of credit from the buyer.
- We reserve a lien and security interest in all of the delivery items until the applicable payments have been paid by the Customer in full.
- If, in our sole judgment, the financial condition of Customer at any time does not justify delivery on the terms of payment originally specified, we may, at our sole option, cancel or suspend an accepted order in whole or in part or require full or partial payment in advance.
- Prices stated in our offers shall only apply if the full scope of the services offered has been ordered.
- Terms of payment shall be effective only if they have been observed for previously delivered goods and services. Otherwise, all invoices shall become due immediately.

III. Performance, Transfer of Risk, Receiving, Storage

- Partial deliveries and services may be provided unless they are unreasonable to the Customer.
- Incoterms 2020 shall be deemed to have been agreed. Deliveries shall be made CPT: place of delivery is the manufacturing site (Bengaluru or Gurgaon), destination: Customer's place of business, unless otherwise agreed in writing. If there are discrepancies in assessment between the Incoterms 2020 and these contractual conditions, these contractual conditions shall take precedence.
- Risk transfers to the Customer once the delivery item has left the premises, including where partial deliveries are made or where we have assumed other services, such as transport costs, or delivery and erection. If formal acceptance procedures are required and agreed in writing, these shall determine the transfer of risk. Such acceptance shall be conducted promptly upon the acceptance date, or alternatively following our notification of readiness for acceptance. Customer may not refuse acceptance due to an immaterial defect.
- In case dispatch or acceptance is delayed or fails to occur due to circumstances not attributable to us, then risk transfers to the Customer effective upon notification of readiness for dispatch or acceptance. We commit ourselves to conclude at the expense of the Customer such insurances as the Customer requests.
- In case dispatch is delayed or fails to occur due to circumstances not attributable to us by

15 days from the notification date of readiness of dispatch, we are entitled

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to charge Customer monthly storage charges of 5% of the purchase order or service agreement value. The storage charges will be applicable from the date of notification of readiness until the date the goods have been collected. If Customer fails to collect ordered goods within 90 days upon notification, we may terminate the contract with the right to reimbursement of all cost and expenses incurred. If delivery by Customer is delayed beyond 6 months from the date of release and acceptance of the purchase order or service agreement, it will be termed as a cancelled order and all advance received, cost incurred will be invoiced to Customer. In this case, Customer must amend, re-issue, and re-negotiate a new purchase order or service agreement subject to new terms.

IV. Assistance of the Customer

- The Customer shall support our personnel (e.g. installation, commissioning, repair, maintenance and service personnel) in the performance of our services at its own expense.
- The Customer shall ensure necessary arrangements for protection of individuals and goods at the place of performance. The Customer shall provide protective clothing if required.
- The Customer shall inform our personnel on any relevant health and safety rules, provided the rules are of concern to our personnel and our performance. The Customer shall notify us of any violation of health and safety regulations by our personnel. In case of severe violations, Customer may, in consultation with us, deny the offenders access to the place of performance.
- Provided the performance is to be rendered abroad for which our personnel requires a residence and/or work permit, the Customer shall, subject to the agreement in the individual case, assist us in applying to the local authorities for, extending or amending the permit required for rendering the performance.

V. Technical Assistance by Customer

- Customer shall be obliged at its expense to provide technical assistance, especially by (but not limited to):
 - Providing necessary, skilled supporting staff in the number required for the service and for the time required; supporting staff shall follow our instructions. We assume no liability for supporting staff. In case a defect or damage is caused by supporting staff owed to instructions rendered by our supervisor, then Section XI shall apply accordingly.
 - Carrying out all preparatory, safety and scaffolding work including the procurement of all required materials.
 - Providing all necessary functional devices, tools and lifting gear as well as required commodities and materials.
 - Providing heating, lighting, power, compressed air, water, operating power and required operational connections.
 - Providing the necessary dry and lockable rooms for keeping tools of our personnel.
 - Transporting spare parts to site of performance, protecting the relevant site and material from harmful impact of any kind, and cleaning of relevant site.
 - Providing material and carrying out all other actions necessary to calibrate the delivery item and to implement a contractually agreed test.
- Customer's technical assistance must warrant that service can be rendered promptly upon arrival of our personnel and carried out without any undue delay up until the acceptance by Customer otherwise appropriate idle and waiting charges will be added for respective periods attributable to Customer. In case extraordinary plans or instructions by us are required, we shall make them available to Customer in good time.
- If Customer fails to comply with its obligations, we shall be entitled, but not obliged, upon notice to perform the actions incumbent upon Customer in its stead and at its expense.

VI. Retention of Title and Intellectual Property Rights

- Title to delivery items shall not transfer to Customer until payment has been made in full. If the validity of the retention of title in the country of destination is linked to special conditions or special formal requirements, Customer shall ensure that these are fulfilled.
- Customer may not pledge, sell or assign as security the subject of delivery prior to the transfer of title. In the event of attachments, and seizures, or other dispositions by third parties, Customer shall point out our proprietary rights and notify us promptly in writing.
- Should Customer be in breach of contract, including, but not limited to, default of payment, we shall be entitled to repossession following a notice of default, and Customer shall be obliged to surrender possession. Neither the enforcement of the retention of title nor the seizure of delivery item by us shall be deemed to constitute a rescission of contract.
- An application for the initiation of insolvency proceedings concerning Customer's assets shall entitle us to rescind the contract and to demand immediate return of the subject of delivery.
- Unless otherwise stated in the contract or agreed between the parties, all intellectual property rights in the delivery items shall be owned by us. Nothing in these General Terms and Conditions of Delivery and Installation shall be construed as a grant to the Customer of any right or license to such intellectual property rights.

VII. Delivery Date

- Meeting the agreed delivery and performance period (hereinafter uniformly referred to as the performance time) is contingent upon all commercial and technical discrepancies having been clarified and the Customer having fulfilled all obligations on his part. Where this is not the case, the performance period shall be extended accordingly. However, this shall not apply where we are held liable for the delay.
- Keeping the performance time is dependent on receiving correct and timely deliveries from our suppliers. We shall notify Customer of any foreseeable delays.
- Performance time is deemed to have been met if notification of readiness for delivery has been given before its expiry. Insofar as acceptance is required, the date of acceptance shall be decisive, or alternatively our notification of readiness for acceptance.
- Should non-compliance with performance time be due to force majeure, labor disputes, delay in obtaining government permits, travel warnings by the competent public authority, curfews, lockdowns, quarantines, or municipal entry restrictions, or other events beyond our control, the performance term shall be extended accordingly. This shall also apply where we are in late performance of our service. Any foreseeable delay shall be communicated by us.
- If dispatch or acceptance of the delivery item is delayed on grounds for which Customer must bear responsibility, the Customer shall be charged any cost incurred thereby. We reserve the right to assert further damages.
- We reserve the right, after setting and fruitless expiry of a reasonable period for delivery or acceptance, to dispose otherwise of the delivery item, and to supply Customer within a reasonably extended period.

VIII. Delays in Delivery

- In the event that we are delayed or rendered unable to carry out some part of our obligations under the contract by reasons or causes beyond our control, Customer may only rescind the contract if it can be proven that partial performance is of no interest to Customer. Where this is not the case, the Customer shall pay the contract price relating to the partial delivery. Otherwise, section XI shall apply. In case the delay or inability to

General Terms and Conditions of Delivery and Installation



perform our obligations arises during delay of acceptance or due to Customer's fault, the obligation to pay consideration shall remain.

2. If the delay or inability to render our obligations is not attributable to either party, we shall be entitled to that part of the remuneration relating to the work performed previously.
3. If we are in default and Customer incurs damages as a result, Customer shall be entitled to demand a lump-sum compensation for default. From the moment we have received a written claim, this compensation for delay amounts to 0.5% for each full week of delay, but in total a maximum of 5% of that portion of the total performance which, as a result of the delay, cannot be used on time or in accordance with the contract. This is the sole and exhaustive monetary remedy available to the Customer and other than this, we shall have no other liability whether in contract or tort or otherwise for such delay or non-performance.
4. Customer shall be entitled to rescind the contract in accordance with statutory provisions if - with due regard to the statutory exceptions - a reasonable grace period granted to us during our delay in performance expires to no avail. Upon our written request, Customer is obliged within a reasonable time period to notify us as to whether it will exercise its right to rescind the contract.
5. Any further claims arising in connection with default shall be exclusively subject to section X.

IX. Acceptance

1. Works performance rendered by us shall be deemed accepted two weeks following our notification of readiness for acceptance, unless Customer objects in writing to existing material defects within this period.
2. Customer shall only be entitled to refuse acceptance if the defect cancels out, or significantly reduces the usual and/or contractually stipulated use of the work and/or its value. If the work contains defects not entitling Customer to refuse acceptance, such acceptance shall be subject to the reservation that the defects are remedied.
3. Any refusal of, or reservations against acceptance are to be made promptly in writing, stating and describing the defect complained about.
4. Any use or modification of the delivery item by Customer for production purposes shall be deemed to be acceptance.

X. Claims for Defects

1. Any asserted defect claim requires that Customer has duly complied with its obligations to inspect and notify of defects.
2. For defects in material and title, Customer shall have the following claims:
 - a. At our discretion, we shall deliver a defect-free replacement item or remedy the defect, provided the delivery item was already evidently defective at transfer of risk pursuant to section III.
 - b. Claims for defects may not arise as a result of factors which are not within our sphere of responsibility, such as but not limited to: natural wear and tear, unsuitable building ground, harmful environmental conditions unknown to us, chemical, electrochemical or electrical influences, or changes made to the delivery item without our consent.
 - c. Customer shall grant us the time and opportunity required for remedy or supplementary performance. If we are not given this opportunity, we shall not be liable for any consequences arising therefrom. Only in urgent matters of danger to operational safety or to prevent disproportionately large damage, in which case we must be notified immediately, does the Customer have the right to remedy the defect itself or have it remedied by third parties and to request reimbursement of necessary actually incurred expenses from us.
 - d. We shall - provided that the complaint proves to be justified - bear reasonable expenses actually incurred and necessary for the supplementary performance, unless where this may lead to a disproportionate burden than what is agreed under these terms or provided under applicable laws.
 - e. Should the Customer have contributed to the cause of defect, in particular due to the Customer's failure to comply with its obligation to prevent and mitigate damage, we are, following our remedial performance, entitled to claim damages corresponding to the Customer's contributory cause.
 - f. If a reasonable grace period provided to us for supplementary performance expires without result, Customer shall - subject to statutory exceptions - be entitled to rescind the contract. If, however, only an immaterial defect is present, Customer shall solely be entitled to a reduction of contract price. Otherwise, the right to a reduction of contract price shall be excluded.
 - g. For performances (installation, commissioning, repairs, maintenance, and other services), section XV.7. shall apply instead of section X.2.f.
 - h. If using the delivery item within the periods set in section XIV. results in infringement of any intellectual property rights or copyright, which is attributable to us, we shall generally procure the right to continued use for Customer or alter the delivery item in such a manner that an infringement of the intellectual property or copyright no longer exists. If this is not feasible under commercially reasonable terms or within a reasonable period, the parties shall be entitled to rescind the contract. Within this time period, we shall indemnify Customer for undisputed or legally established claims of the respective owners of the property rights.
 - i. Our obligations mentioned in section X.2.h. are - unless otherwise stated in section XI. - exhaustive in case of infringements of intellectual property right and copyright.
 - j. A claim for supplementary performance due to an infringement of intellectual property rights and copyrights, which is attributable to us, shall exist only if:
 - Customer informs us without undue delay in writing, stating and describing the alleged infringement of intellectual property rights or copyrights;
 - all measures of defense, including out-of-court settlements, remain reserved to us;
 - the infringement of intellectual property or copyrights is not owing to instructions or specifications provided by Customer;
 - the infringement of intellectual property or copyrights is not caused by the fact that Customer arbitrarily modified the delivery item or used it in a manner not conforming to the terms of contract.
3. All other claims for defects (including, but not limited to, compensation for damage not occurring to the delivery item itself) are exclusively subject to section XI.
4. In case of sale of used products - unless statutory liability stipulates otherwise - claims for defects shall be excluded.

XI. Liability

1. Subject to section XI.4., if the delivery item, due to materially omitted or faulty proposals or advice made by us, either prior to or after concluding the contract, or due to materially violating other contractual accessory obligations (notably manuals for operating and maintaining the delivery item) cannot be used by the Customer in accordance with the contract, then the provisions of sections X., XI.2., 3. and 4. shall apply while further claims of the Customer are excluded.
2. Nothing in these General Terms and Conditions of Delivery and Installation excludes or limits liability that may not be properly limited or excluded by the applicable law.
3. Our aggregate liability for any direct damages relating to the products and/or the main agreement shall be limited to the maximum amount of 2.5% of contract value in all instances for any one incident or series of incidents (and such limitation of liability shall apply notwithstanding any failure of essential purpose of any exclusive remedy provided

under these General Terms and Conditions of Delivery and Installation

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or under the contract). We have no liability towards Customer with respect to the default / defect in the products under these General Terms and Conditions of Delivery and Installation and/or to the main contract for indirect damages (including but not limited to loss of profits, loss of revenue and loss of production) or for special, consequential, punitive, exemplary or incidental damages of any kind, whether arising in contract, tort (including negligence), strict liability or otherwise, whether based on the contract or otherwise, even if the Customer was advised of the possibility of such damages. Our liability shall be deemed waived unconditionally and absolutely upon the expiration of the warranty period specified herein. This is Customer's exclusive remedy for breach of warranty. To this end:

- a. This limited warranty is given only to Customer and does not extend to any subsequent purchaser or transferee of our products. Customer is not entitled to extend or transfer this warranty to any other party. This warranty is in lieu of all other warranties, written or oral, statutory, expressed or implied, including any warranty of merchantability, unless a specific performance warranty may have been issued in writing by us to Customer.
 - b. Warranty claims shall not apply to defects or problems resulting from (a) alteration, modification or repair not performed or authorized by us; (b) misuse, abuse or neglect; (c) improper operation, storage, installation or interconnection, or problems with electrical power; or (d) any use not in accordance with the product specifications.
 - c. We make no representations or warranties, express or implied to the Customer or to any other party by virtue of these General Terms and Conditions of Delivery and Installation or the transactions contemplated hereunder, and expressly disclaim all warranties regarding the delivery items, whether express, implied, or arising by usage of trade, including all implied warranties of merchantability, fitness for a particular purpose, non-infringement of third party rights, quiet enjoyment, and accuracy. Nothing in these General Terms and Conditions of Delivery and Installation shall operate to exclude or restrict any warranty which cannot be limited or excluded under applicable laws.
4. All further claims shall be excluded.
 5. The Customer agrees to indemnify us and hold us harmless along with our officers, employees and agents against any and all losses, liabilities, claims, damages and expenses whatsoever (including but not limited to judgment, costs and reasonable counsel fees), incurred by us in connection with anything done or omitted by the Customer in the execution of the contract.

XII. Export Control

1. Fulfilling contractual obligations (provision of goods, including software and technology as well as the provision of services) is subject to the proviso that this does not contravene national, international, European or supranational (UN/WTO) foreign trade rules, such as export control regulations, embargoes, sanctions, customs regulations or similar constraints.
2. Customer acknowledges that supplies and/or services may contain hardware and software that are subject to customs and export control laws and regulations of the United States - regardless of their location - and of the country in which such goods are manufactured and/or received.
3. Customer therefore warrants to comply with all applicable national, international, European or supranational (UN/WTO) foreign trade laws, such as export control regulations or re-export control regulations of the United States, in particular when transferring deliveries (including, but not limited to, software, technology and accompanying documentation) or services to third parties.
4. Should any required license not be issued, or contractual service not be approved by the competent authorities, we expressly reserve the right to rescind the contract (rescission). Claims for damages of any kind, especially due to delay or non-performance, or other rights by the Customer are excluded in this respect.
5. Customer agrees to defend, indemnify and hold us harmless from and against any and all fines, penalties, claims, lawsuits, demands, liabilities, losses, or costs (including attorneys' fees) for any actual or alleged violation of any national, international, European or supranational (UN/WTO) foreign trade laws resulting from the sale or delivery, including the provision of software and technology, or from the performance of services.

XIII. Software

1. Software products of other suppliers contained within the delivery scope are primarily subject to their general terms and conditions. Should these not be provided for, we will make them available to the Customer upon request.
2. Our General Terms and Conditions of Delivery and Installation shall be in supplement to the general terms and conditions of the software provider; sections XIII.3 to XIII.5 shall apply mutatis mutandis. If the general terms and conditions of the software provider are deemed invalid, our General Terms and Conditions of Delivery and Installation shall apply exclusively.
3. Customer shall be granted a perpetual, simple, non-exclusive right to use our software products and related documentation. Customer is not permitted to transfer, loan or sublicense the software.
4. We are not obliged to provide the source code on which the software product is based on.
5. Customer shall not reverse engineer, decompile, or otherwise attempt to discover the source code of our software. Customer shall use any software provided by us in source code form only to modify or enhance software for its authorized use and shall not otherwise modify, adapt, or merge the software.
6. Customer shall not use the software for the purpose of developing or enhancing any product that is competitive with the delivery items.
7. Customer may only process our software products to the extent permissible under law. Customer may neither remove nor change the manufacturer's product information, including, but not limited to, notices of copyright, without our prior written consent.
8. Customer is responsible for the security of Customer's systems and data, including delivery items on Customer's systems. Customer will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans.
9. Customer shall be liable for a breach of these General Terms and Conditions of Delivery and Installation by any end-user of the software products.
10. Customer acknowledges that we do not control Customer's processes or the creation, validation, sale, or use of Customer's products (if any). We shall not be liable for any claim or demand made against Customer by any third party, except for our obligations to indemnify Customer against infringement claims as expressly set forth under section X.2.h
11. The Customer acknowledges that we have the right to investigate any instances of breaches (including suspected instances) of these terms. The Customer shall at all times maintain records identifying software, the location of each copy thereof, and the location and identity of workstations and servers on which software is installed. We may, during regular business hours and upon reasonable advance notice, conduct an audit of Customer's compliance with these General Terms and Conditions of Delivery and Installation and the contract. Customer shall permit us or our authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist us in determining compliance with these General Terms and Conditions of Delivery and Installation and the contract. We shall comply, and shall ensure our agents comply, with reasonable security regulations while on Customer's premises.

XIV. Limitation periods

1. Customer's claims for, arising out of, or in connection with defects in goods or services supplied - irrespective of the legal grounds under contract, tort, or any other theory of liability - shall be made before the expiry of a period of 12 months from acceptance; this also applies to the limitation of recourse claims in the supply chain, provided that the final contract in this supply chain does not constitute a purchase of consumer goods.

XV. Provision of Services

When providing services (e.g., installation, commissioning, repairs and other services) the following provisions shall apply in supplement:

1. If services cannot be provided by us on grounds for which we are not responsible, Customer shall compensate us for already rendered performance and any incurred time and expense.
2. Where possible, Customer shall be informed of the anticipated service price upon conclusion of the contract, otherwise Customer may set cost limits.
3. If the service cannot be provided at these costs or if we consider it necessary to carry out additional work during the service, consent of the customer must be obtained if the stated costs are exceeded by more than 15%.
4. If a quotation with firm price estimates is sought prior to performance of the service, this must be expressly requested by the customer. Such a cost estimate is - unless otherwise agreed - only binding if it is submitted in text form. Quotations are to be remunerated.
5. Parts replaced in exchange become our property.
6. Should the performance perish or deteriorate prior to acceptance through no fault on our part, Customer shall pay the price minus any savings in expenses.
7. Information on periods of service are based on estimates and are therefore not binding. Customer may only request written agreement of a binding term of service, which must be specified as such, once the scope of work has been precisely determined. The binding term of service shall be deemed to have been met if, prior to its expiry, the goods or services are ready for acceptance by the customer, or, in the case of a contractually agreed test, if it is ready to be carried out.
8. In the case of delay, Customer shall be entitled within the scope of statutory provisions to make a reduction if, taking into account the exceptions provided for under statute, a grace period set for us for subsequent performance with respect to a defect is allowed to expire. The right to a reduction shall also exist in other cases where remedial work has failed. Customer shall only be entitled to rescind the contract if, despite the reduction, the repair is proven to be of no interest to Customer.
9. If, in the case of services outside our premises, the devices or tools provided by us are damaged on the repair/installation site through no fault of our own or if they are lost through no fault of our own, Customer shall be obliged to compensate for such damage. Damages that are due to normal wear and tear shall not be taken into consideration.
10. The service period shall be deemed to have been met if, by the time it expires, the installation work is ready for acceptance by the Customer, or, in case of a contractually agreed trial run, if it is available for testing. Customer shall be obliged to accept the installation/our services upon notification of its completion and after any contractually agreed testing of the installed object has taken place.

XVI. Collection and disposal of electrical equipment

1. Customer shall assume the obligation to dispose of products used for its own commercial purposes and shall release us from the obligation to take back such products and from any related claims by third parties.
2. Customer's claim for assumption of the obligation to dispose of and indemnify shall expire one year after the final termination of the use of the equipment.
3. Should the electrical equipment purchased from us be passed on to commercial third parties, irrespective of the legal grounds, Customer shall ensure that the new user takes over the Customer's obligation as agreed hereunder.
4. If Customer fails to contractually oblige commercially operating third parties to whom he passes on the delivered goods to assume the obligation to dispose of the goods and to transfer this obligation to others, Customer undertakes to take back the electrical equipment at his own expense after termination of use and to dispose of it properly in accordance with statutory regulations.

XVII. General Provisions

1. All taxes, fees and levies in connection with services provided outside the Republic of India shall be borne by Customer and are to be reimbursed to us.
2. Personal data is collected and stored in compliance with statutory regulations. For further information please refer to our privacy policy.
3. We do not refund any return transport costs or return packaging costs.
4. Place of performance and fulfillment for Customer's obligations to us is the location of our registered offices.
6. Should any provision of these General Terms and Conditions be held or become invalid under any applicable law, such invalidity shall not affect the remaining provisions which shall continue in full force and effect.
7. The parties are and at all times will be and remain independent contractors as to each other, and at no time will either party be deemed to be the agent or employee of the other. No joint venture, partnership, agency, or other relationship will be created or implied as a result of these General Terms and Conditions of Delivery and Installation. Furthermore, neither party will have the authority to, and will not purport to, enter into any contract on behalf of the other party, or commit the other party to any obligation.
8. The Customer shall not assign the contract or any of its rights, interests or obligations hereunder without our prior written approval.
9. In the event that either party is rendered wholly or partly unable to carry out its obligations under these General Terms and Conditions of Delivery and Installation or the contract Agreement by reason of causes beyond its reasonable control, including, but not limited to, acts of God, accidents, fire, natural disaster, accident, act of government, shortage of equipment, materials, supplies or services beyond the reasonable control of such party, strike, labor dispute or walkout, lock out, internet backbone outage, or any other cause beyond the reasonable control of each party, suspension of work on account of COVID-19, inability to obtain or shortage of transportation or by any other cause which you could not reasonably be expected to avoid, then the performance of the obligations (other than payment obligations) of the affected party shall be excused during the continuance of any inability so caused, provided that the party whose performance is delayed or prevented promptly notifies the other party of the nature and duration of the force majeure event. If performance is not resumed within 90 days, the non-affected party may at any time thereafter but in any event prior to resumption of performance by the affected party terminate the contract upon written notice to the affected party. Notwithstanding the foregoing, the Customer in each case may not cancel any order, or any portion or quantity thereof, during the period of 90 days before the scheduled delivery date.

XVII. Applicable Law

The order is subject to the laws of India and both parties hereby submit to the exclusive jurisdiction of the courts of Bengaluru, Karnataka, subject to section XVIII below.

XVIII. Dispute Resolution

1. In the event of any dispute, question or difference of opinion between us and Customer arising out of or under the Contract or these General Terms and Conditions of Delivery and Installation, a party may give to the other party a notice specifying the dispute and requiring its resolution under this clause.

2. If the dispute is not resolved within 7 days after a dispute notice is given to the other party, each party must nominate one representative from its senior management to resolve the dispute (each, a "**Dispute Representative**").
3. If the dispute is not resolved within 30 days of the dispute being referred to the respective Dispute Representatives, then either party may refer the matter for arbitration before commencing any legal proceedings in state court to resolve the matter. Arbitration shall be conducted by a sole arbitrator who shall decide the matter in accordance with the (Indian) Arbitration & Conciliation Act, 1996, including any modification, amendment thereto. The venue for such arbitration shall be Bengaluru and any order/direction/award of the arbitrator shall be final and binding on the parties. The arbitration proceedings shall be conducted in English language.