

# **GENERAL PURCHASING TERMS AND CONDITIONS**

Novateur Electrical & Digital Systems Private Limited (Herein after referred to as "Company") having CIN U31909MH2010PTC206487 incorporated under the Companies Act, 1956, Registered Office at 61/62, 6th Floor, Kalpataru Square, Kondivita Road, Off Andheri- Kurla Road, Andheri (East), Mumbai- 400059, India

## **1. GENERAL PROVISIONS**

These General Terms and Conditions are an integral part of our supply order; the same applies to purchasing specifications and any other document expressly specified in the order. The General Purchasing Terms and Conditions may only be amended by special terms and conditions that we have expressly accepted, or by the signature of a more complete and specific agreement that we and the Supplier wished to negotiate. In case of any conflict between these general purchasing terms & conditions and terms & conditions of the specific agreement, the specific agreement shall prevail.

Unless a specific agreement exists, such as a supply framework agreement between the Company and the Supplier, the order and its acknowledgement of receipt constitute the sole commitment between us with respect to the purchase of supplies or services; it cancels all prior offers, letters or other commitments that are not reiterated in the order. The Supplier is under obligation to produce a specific result and/or provide consulting services for us and undertakes to comply with the laws, regulations and other texts currently prevailing in India and abroad, best trade practices, professional practices, the applicable India or international standards, and internal safety regulations.

"Supply" is understood as being the subject of the order (products, material, equipment, provision of services, intellectual services, etc.) including all relevant documents and deliverables.

## **2. ACKNOWLEDGEMENT OF RECEIPT - ORDER ACCEPTANCE**

Any order only becomes final further to returning the acknowledgement of receipt, dated, signed and with the Supplier's stamp within two weeks of the order date, if possible. If the acknowledgement of receipt is not returned and performance has started, the Supplier will be deemed to have accepted the terms of our order. The special terms and conditions agreed to by the Parties will be enclosed in the order or specific agreement as stipulated above; the acknowledgement of receipt shall not specify different terms and conditions that have not been agreed to with us.

Unless otherwise agreed between the Parties, the stipulated delivery date is the goods' arrival date in our plants and not the shipping or availability date thereof.

### **3. HYGIENE AND SAFETY - ENVIRONMENT**

By simply accepting the order, the Supplier guarantees that the supply is equipped with all regulatory or usual safety mechanisms. Whenever the order involves services to be provided within our establishments or those of our customers, the Supplier will take all measures required to comply in a timely fashion with legal and regulatory provisions relating to hygiene and safety. In particular, it will specify precautions for using the supply. If such supply creates pollution, or if it contains components which are submitted to specific regulations, the Supplier shall inform us of measures to be implemented for the possible destruction thereof (or of related waste) subsequently to use and in accordance with regulations applicable on the delivery date. Compliance with this clause constitutes an essential and decisive condition to our order.

### **4. PLANS, DRAWINGS & TOOLING**

The plans, drawings, documents, models etc., of whatever type, created on our account and/or which we have entrusted to the Supplier, shall not be used by him without our prior written agreement. Unless otherwise specified, tooling and the related documentation entrusted to the Supplier continues to be our property alone and shall be returned at first request. The Supplier undertakes to ensure the correct preservation and maintenance of tooling entrusted to it.

### **5. SUPPLIER'S CORPORATE SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

The Supplier hereby declares to have taken cognisance of and subscribe to our company's sustainable development and business ethic commitments, set forth in particular in the Charter of Fundamental Principles accessible on the Group website - [http://www.legrand.com/EN/fundamental-principles-charter\\_12545.html](http://www.legrand.com/EN/fundamental-principles-charter_12545.html)

The Supplier undertakes to comply with our company's sustainable development policy, particularly as regards environmental protection, compliance with applicable social legislation, employee occupational health and safety, business ethics and, especially, the fight against corruption and compliance with competition rules.

Audits/inspection programmes: we reserve the right to have audits/inspection programmes conducted at any time in order to ensure that the Supplier complies with the aforementioned sustainable development and business ethics requirements. Accordingly, the Supplier guarantees internal or external auditors appointed by our company access to its production sites.

### **6. SUBCONTRACTING**

Prior to any performance, the Supplier is under obligation to submit its subcontractor to our approval. If we approve such subcontractor, the Supplier shall be fully liable for the actions of the subcontractor and for any possible consequences arising from such actions.

## **7. SHIPPING**

The supply shall be shipped in such a manner that it does not undergo any deterioration during transport and storage. The Supplier draws up all necessary documents and obtains all required authorisations. The Supplier shall send us a delivery note/ Invoice specifying order references and which must be enclosed with the supply. Costs for demurrage of carriages and trucks, for storage, handling or other reasons resulting from a delay in sending the delivery slip, insufficient details in consignment documents, or any other cause attributable to the Supplier's carrier, shall be the liability of the Supplier.

## **8. DEADLINES**

All deadlines, as negotiated and stipulated in the order, are mandatory. As soon as the Supplier is aware of any expected delay, it shall inform the Company thereof so that we can undertake all measures required to protect our interests.

If such delay causes any damages to the Company or lead to our incurring additional costs, we may serve notice to deliver on the Supplier or inform the latter of our decision to apply appropriate penalties by written notification (e-mail, letter or other means).

## **9. VEHICLE CIRCULATION**

The Supplier complies with the site safety and circulation instructions which it will request at the entry gate thereof, and undertakes to have its carrier comply with this obligation.

## **10. RECEPTION**

Quantitative and qualitative control of order compliance takes place subsequently to delivery on the site, specified in the order, where acceptance is performed. Provisions relating to quality, and processing of non-conformities in particular, are set forth in the Quality Standards/ purchasing specifications which are an integral part of the order. The said acceptance, whether a report is drawn up or otherwise, does not release the Supplier from its obligations.

## **11. PRICE - PAYMENT TERMS**

Price, payment terms, payment mode are as per mutual discussions and agreement while finalising a Purchase Agreement/ Contract.

## **12. TRANSFER OF OWNERSHIP AND RISKS**

The transfer of ownership and risks takes place subsequently to the supply's reception at the destination thereof. However, if we have paid deposits for the supply, the transfer of ownership at the Supplier's or its subcontractor's premises concerns the corresponding raw materials and

the part of the supply which is being performed; this shall be identified by the Supplier as being our property. Further to exchanges with the Supplier, any delivery which does not comply with Company's order may either be returned to the Supplier that will assume the storage and transport costs and risks thereof until it reaches the supplier's premises, or shall be picked up by the supplier eight days subsequently to our notice of such lack of conformity.

### **13. CONFIDENTIALITY**

The Supplier undertakes to consider as strictly confidential and not to disclose to any third party including Govt. bodies/ legal requirement whatsoever, whether with or without consideration or in any form whatsoever, information communicated by us during the consultation and/or order performance, without our prior written authorisation. The Supplier also undertakes to only use the said confidential information for the requirements of such consultation and/or order performance, and to solely transmit this to those members of its staff who require such information to perform their assignment.

However, the supplier may disclose any confidential information pursuant to a court order or is otherwise required by law to be disclosed; provided that the Supplier has notified the Company immediately upon getting information / possibility of any such court order or legal requirement and has given the Company, a reasonable opportunity (and co-operate with the Company) to contest or limit the scope of such required disclosure including application for a protective order.

### **14. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS**

Information that we provide to the Supplier remains our property. We grant the Supplier the right to use this information free of charge solely for order performance requirements. The Supplier undertakes not to modify the information in any manner whatsoever, either directly or indirectly, including the materials, software, software packages or documents that we have entrusted thereto, without our prior written agreement.

“Intellectual Property Rights” means all intellectual and industrial property rights anywhere in the world including without limitation, any invention, patent, design, copyright and trademarks, trade names, logos, commercial or confidential information, know how or trade secrets and any other rights of a like nature whether or not registered, and the right to apply for them.

Nothing in this Agreement shall be deemed to grant to the supplier a licence expressly or by implication under any trademark, patent, copyright or other intellectual property right. The Supplier hereby acknowledges and confirms that all existing and future intellectual property rights relating to the Proprietary Information are the exclusive property of the Company. The Supplier will not apply for or obtain any intellectual property protection in respect of the Proprietary Information. All intellectual property rights relating to any drawings, documents and work carried out by the Supplier (whether past, present or future) using the Proprietary Information will belong to and will vest in the Company. The Supplier will do all such things and execute all documents necessary to enable the Company to obtain, defend or enforce its rights in such drawings, documents and work.

In orders which partly include studies or developments and unless specifically otherwise agreed, all information of whatever type, whether written or oral and on whatever medium, including

processes, data, software, materials or any other results which may or may not be the subject matter of intellectual property rights generated in the framework of the order (hereinafter the "results") and all documents, reports, plans, drawings, models, including software resulting from order performance, shall be our property. Therefore we shall be entitled to unrestrictedly use, exploit or transfer the said results in all countries. It is hereby specified that for the results which may be protected by copyright, in particular software, the thereby transferred proprietary rights include the right of representation, reproduction, translation, adaptation, modification, marketing, use, possession, duplication and more generally all exploitation rights for all purposes. The ownership of results shall be transferred gradually during the elaboration thereof.

Unless the technical specifications that we have provided are implicated, the Supplier will be responsible for the use of all industrial or intellectual property rights in its supplies, all royalties, costs or claims relating to the use of the said rights in the supply or which result from measures subsequently implemented to maintain the condition thereof.

The supplier warrants that neither the sale, nor the use of the goods, nor the performance of the obligations under this contract, will infringe any intellectual property rights.

The supplier shall indemnify the Company from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as set out in above clause and the supplier shall defend or (at Company's option) assist in the defense of any proceedings which may be brought in that connection. However, our company shall be entitled to be represented by a lawyer of our choice at the Supplier's expense.

In the event of such claim or action, the supplier forthwith do all things and takes such action (including procuring any required licenses, consents or authorizations or modifying or replacing any infringing item) without charge to Company as shall be necessary to prevent or remedy (without detracting from the overall functions or performance) any infringement, provided that the supplier shall not act in any way which shall prejudice the intellectual property rights of the Company; the supplier shall at all times act in such a way as to minimize interruption and disruption to the operation of Company's business.

Unless otherwise specified, the Supplier expressly undertakes not to transmit to third parties any documents concerning the drawings, models and tools which belong to us. Any breach of this clause would constitute grounds for termination of our contractual relationship due to default.

## **15. TERMINATION**

If the Supplier fails to comply with all or part of its contractual obligations, in particular but not exclusively, and if the Supplier defaults one of its obligations relating to the supplier's corporate social or environmental responsibility, incumbent thereon pursuant to paragraph 5 here above, COMPANY will serve written notice to remedy such default immediately, or if this is not immediately possible, Supplier to propose a corrective action plan with a schedule that is acceptable by the Company, within fifteen (15) calendar days.

If the Supplier does not undertake such correction or make a satisfactory commitment, the COMPANY reserve the possibility of terminating the order either partially or totally, with immediate effect, and without prejudice to the return of payments made or payment of damages to us.

If an established business relationship exists, we may terminate all or part of one or several orders by complying with a written notice period that takes into account the duration of such business relationship, the provisions of the applicable law.

## **16. DAMAGES AND INSURANCE**

The Supplier undertakes to fully assume any bodily injury, material or immaterial damages caused to third parties or our Company, their representatives or agents, in performance of the order or resulting therefrom, either due to the Supplier's lack of compliance with the contractual obligations incumbent thereon, or further to the Supplier's public liability or that of its representatives, agents or subcontractors being challenged.

The Supplier shall contract insurance with companies renowned as solvent to insure the consequences of the aforementioned obligations and of all damages which may be suffered by the supply until risks have been transferred to our company.

## **17. CONFLICT OF INTEREST**

The Supplier declares that it and/or its employees and subcontractors:

- a. neither the Supplier nor any of its employee(s) or subcontractor(s) has/have a conflict of interest in the context of this contract. A conflict of interest may arise, in particular, from economic interests, political affinities, family or emotional attachments or any other common shared relationships or interests;
- b. will inform Company's purchasing department or to write to notified parties of this contract promptly of any situation that might constitute a conflict of interest or that is likely to lead to a conflict of interest;
- c. has not made and undertake not to make any offer, of any kind whatsoever, from which an undue advantage may be derived in regard to this contract;
- d. has not directly or indirectly consented, solicited, sought to obtain or accepted any financial or other advantage in favour of or from any person whomsoever, constituting an illegal practice or amounting to bribery and corruption, directly or indirectly, as an incentive or a reward connected to the award of the said contract.

## **18. MEDIATION – DISPUTES**

The Parties undertake to jointly examine, with conciliation utmost in mind, any conflict, dispute or disagreements that may arise between them. If a dispute arises, the Supplier shall be entitled, if it so wishes, to refer to the internal Company's mediator via [shrikant.manjrekar@legrand.co.in](mailto:shrikant.manjrekar@legrand.co.in) to inform him of the situation and endeavour to find an amicable solution.

If no solution is found, the conflict or dispute shall be referred to the decision of a Sole Arbitrator to be appointed at the request of either party by the Managing Director of the Company in accordance with and subject to the provisions of the Arbitration and Conciliation

Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of such Arbitration shall be at Mumbai and the Courts at Mumbai shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

## **19. COMPLIANCES OF LAW**

SUPPLIER shall ensure the compliances under various legislations that are enacted from time to time, rules framed thereunder and guidelines issued by the Government or any other concerned authority.

That in the event of any liability arising out of failure to observe or non-compliance of any such laws by the SUPPLIER in discharge of its obligations under this agreement, the SUPPLIER shall bear all the resultant liability (ies) whatsoever, if any arising out thereof and that the COMPANY and its management shall not be liable for any such liability (ies).

## **20. EXPORT CONTROL LAWS**

- a. The supplier undertakes to comply with all applicable national and international laws and regulations relating to the prevention of corruption and fair competition.
- b. The supplier acknowledges that the supplied Products sold under this Agreement, which may include technology, are subject to the Customs and export control laws and regulations of India and regulations on embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures specified by France and the United States/United Kingdom/European Union/United Nations (US/UK/EU/UN) including but not limited to Restriction of Hazardous Substances (RoHS) Directives and may also be subject to the Customs and export laws and regulations of the country in which the products are manufactured and/or received (“embargoes”) and to obtain all licences, shipping documents and authorizations required for the resale, export or re-export of the Company products.
- c. The Company and its group/associates/parent Companies and their internal and external auditors shall be entitled to audit the supplier’s compliance with obligations relating to these matters. In case of non-compliance of above referred matters, the Company shall have right to cancel the order, or terminate the relevant agreement.

## **21. GOODS AND SERVICES TAX (GST)**

- a. To enable company to obtain input tax credit, supplier shall correctly and timely (a) cause company to be in receipt of a valid tax invoice, debit note or the prescribed taxpaying document under the GST Act or rules there under; (b) upload the relevant invoice on the Goods and Services Tax network; and (c) pay the tax charged on the taxable supply to the Government either in cash or by way of utilization of input tax credit.
- b. In case company is not able to claim input tax credit of GST charged on invoice due to noncompliance / mistake / error of supplier, company is entitled to set off and deduct the amount of a failed input tax credit along with interest & penalty from any advance or any

other sum which is due and payable to supplier under the agreement / contract / purchase order.