

FOUNDATION BRAKE MANUFACTURING PVT LTD

GENERAL CONDITIONS OF PURCHASE

The following General Conditions of Purchase (“GCP”) are applicable to any request for information, quotations, acknowledgements, call of tenders, delivery schedule, call-offs, blanket orders, and/or to any purchase order (“Order”) placed by the Purchaser (“Purchaser”) for products and/or services (“Supply”) with a supplier, service provider or subcontractor (“Supplier”). Supplier acknowledges and agrees that Purchaser: a) has not made any representations or warranties that Purchaser will purchase a minimum amount of Supply at any time from Supplier or that Purchaser will exclusively purchase the Supply from Supplier; b) has not in any circumstances a purchase obligation of the Supply through any blanket orders. Failure to acknowledge receipt of Order within 2 working days, Supplier’s commencement of work or performance constitutes acceptance of Order. Purchaser objects to any provisions appearing in, incorporated by, referenced in, or attached to Supplier’s quotations, acknowledgements, invoices or any other documents. The order of prevalence for the documents referring to the Supply shall be the following descending order of priority: 1) the Order, 2), if applicable any specific conditions and their appendices, 3) the present GCP.

1. Form of Orders

Any Order shall be binding only if made in writing and released by Purchaser’s authorized persons. Purchaser may provide that commercial transactions with Supplier for the purchase of the Supply shall be performed in whole or in part by Electronic Data Interchange (EDI) or any other means. The parties waive to challenge the validity and the appropriateness of an electronic Order form. When a transaction is performed through electronic means, both parties are deemed to act in full knowledge of the technical specifications aimed at ensuring the identification, integrity and generally the security of correspondence between them. In particular, an electronic Order and subsequent electronic notice of acceptance thereof by Supplier shall constitute an electronic signature which, as between the parties, shall have the same effect as a handwritten signature and shall also constitute proof of the Order and of its acceptance by Supplier.

2. Price

2.1 Unless otherwise specified in Order, the prices are firm, fix and not be subject to any revision. These prices shall include, but not be limited to, all costs incurred in connection with manufacturing, packing, loading, storage and transport and unloading of the Supply. These prices are expressed in Indian Rupees for local purchases. All applicable taxes, duties and tariffs, VAT or any equivalent taxes, will be charged separately at the time of actual dispatch of Supply. In case of import purchase orders the currency and terms of delivery are mentioned in the Order. Supplier shall offer to Purchaser the best and competitive prices of the Supply. In the event that Purchaser observes that the prices for the Supply set in Order are higher than the market terms for the Supply of comparable quantity and quality, the parties shall in good faith agree on a renegotiation of the prices to the extent to reach same or equivalent market prices. In case the parties fail to reach an agreement, Purchaser shall be entitled to terminate Orders as per the provisions set out in article Termination hereinafter.

2.2 Unless otherwise specified in Order, payments shall be made at the end of the month following a 45 days period from the date of issue of the invoice subject to compliance by Supplier of the terms and conditions of Order. Payment shall be made in the manner provided for in Order. In the event Purchaser disputes all or part of an invoice or a Supply, the obligation to pay the associated amount in dispute shall be suspended.

2.3 In the event of late payment by Purchaser attributable to Purchaser, the late payment penalties to be applied by Supplier are limited to the applicable rate pursuant to the relevant applicable legal provisions and it is subject to case to case basis and after mutual understanding in this regard.

2.4 Supplier undertakes to supply the Supply and/or spare parts for full life of Supply manufacturing programme in question and after formal closure of vehicle manufacturing programme by Original

Equipment Manufacturer, the supply of spare parts for 15 years is mandatory as per the rules. Price of such Supply will be negotiated mutually at the time of actual order for such Supply/spare parts.

3. Delivery-Packaging- Labelling-Acceptance of the Supply COMPLIANCE WITH DEADLINES, DELIVERY TIMES AND QUANTITY IS AN ESSENTIAL CONDITION.

3.1 All deliveries shall be performed in accordance with the Incoterms® 2010 of the International Chamber of Commerce (“ICC”). Should Order be silent on the terms and conditions of delivery, all deliveries shall be made "Delivered Duty Paid - named place of destination" (DDP), in accordance with the ICC Incoterms® 2010, at the place of delivery agreed, during working days and normal working hours. The place of delivery shall be that set out in Order.

3.2 Purchaser is entitled to change the place of delivery by notifying Supplier in writing of such change in advance of the expected date of dispatch of the Supply. Any partial delivery is subject to Purchaser’s prior written consent.

3.3 Supplier shall be responsible for packing the Supply in a way that shall be suitable for the means of transport used and in accordance with Purchaser’s packing requirements. In all cases, the packing shall be adequate so as to prevent any damage to the Supply during transport, handling and storage at the place of delivery. The Supply shall be duly labelled and packed in an appropriate manner and the parcels marked by Supplier in compliance with Purchaser’s packing requirements and all applicable statutory provisions and moreover as provided for in Order.

3.4 Whenever failure to comply with deadlines, delivery times and quantity is foreseeable, Supplier shall inform Purchaser immediately in writing of extent of and reasons for the non-compliance. In case Supplier does not comply with the deadlines, delivery time (whether by early or late delivery) and quantity defined in Order and absent written acceptance by Purchaser of the new deadline, delivery time and quantity, Purchaser shall be entitled, at Supplier’s risks and cost, to either return to Supplier the Supply or otherwise to store the same until it is taken back by Supplier.

3.5 Purchaser may apply penalties amounting to 0.5 percent of the total Order price per day of delay up to 10 percent of the total price Order, except if Supplier is able to prove that it and/or they did not cause such delay. The payment by Supplier of these penalties shall not affect Purchaser’s right to claim damages against Supplier, in addition to the refund of sums already paid by Purchaser for the Supply (if any), and/or to terminate all or any part of Order in accordance with the provisions of article Termination. The penalties in question will be levied after mutual discussion with Supplier.

4. Change

Purchaser reserves the right to modify any provisions of Order, at any time upon written notice to Supplier. Within 2 working days of such notice, Supplier shall indicate to Purchaser the unavoidable consequences on prices/delivery times of such modifications with all justifying documentation. After this period of time, no claim or objection can be made by Supplier. Any modifications shall be reflected through an amendment to Order.

5. Transfer of Title- Transfer of Risk

The transfer of title shall occur on delivery of Supply, except if all or part payment is made before the delivery date, in which case the transfer of title shall occur in advance as soon as the Supply can be identified. In the latter case, Supplier undertakes to identify the Supply by Purchaser’s name and/or logo if any, as and when manufactured, in such a way that it cannot be confused with Supplier’s own stock or with any other supplies to be delivered to third parties. Supplier shall ensure that its suppliers provide similar waiver. Supplier waives any right to rely on any title retention clause not expressly agreed by Purchaser. Supplier shall ensure that its own supplier’s chain do the same. Risk of loss or damage to the Supply shall pass to Purchaser upon delivery at the agreed place of delivery.

6. Quality

COMPLIANCE WITH PURCHASER'S QUALITY REQUIREMENTS IS ONE OF UTMOST PURCHASER'S EXPECTATIONS.

Supplier represents that it complies with Purchaser's quality requirements and it has a quality management system in place. Supplier shall consult Purchaser before modifying its quality management system. Supplier shall implement all measures, including, without limitation, quality controls, necessary to ensure that the Supply is in conformity and free from defects. Supplier undertakes to promote continuous improvement in its quality management system and process. Upon written request from Purchaser, Supplier undertakes to provide to Purchaser all information necessary related to the quality controls performed in relation with the Supply.

7. Audits and Inspections

7.1 Subject to Purchaser notifies 24hours in advance Supplier, Purchaser or its representatives (including the Purchasers of Purchaser) shall be entitled to inspect Supplier's premises at any time during normal business hours to audit Supplier's processes, quality systems and certifications or any other investigation as may be necessary. In the event of such audits reveals that Supplier does not comply with Purchaser's quality requirements, Supplier shall, without delay and/or cost to Purchaser, take all appropriate remedial measures to achieve Purchaser's quality requirements.

7.2 It is expressly agreed by Supplier that Purchaser may but is not obliged to inspect or test the Supply. Any such audits or inspections conducted by Purchaser or its representatives shall not constitute acceptance of any Supply. These audits and inspections carried out by Purchaser including any payments made by Purchaser shall not reduce Supplier's liability in any way whatsoever and shall not affect Purchaser's right to claim damages and/or terminate Order.

8. Warranty

8.1 In addition to any other warranty available to Purchaser, Supplier shall expressly warrants that the Supply shall be: (i) merchantable, safe and fit for Purchaser's purposes; (ii) free from any defect; (iii) new and highest quality; (iv) designed and manufactured as per the latest industry level knowledge; (v) in strict compliance with any specifications, samples, drawings, designs or other requirements approved and/or submitted by Purchaser and relevant standards; (vi) RoHS and REACH regulations compliant together with the packing thereof; (vii) free from defects in title without limit as to time. Supplier warrants that the Supply and the packing thereof shall not contain substances that endanger environment and human health as per any applicable regulation.

8.2. In the case of Supply supplied for use as, or incorporation into, parts, components or systems for automotive vehicles or other finished products, the period for each of the foregoing warranties will commence upon delivery of the Supply to Customer and, end on the expiration date of the warranty Customer's customer grants to its end consumer for the vehicle or other finished product on which such parts, components or systems are installed. It is expressly agreed by the parties that the minimal warranties period shall not be lower than 36 months from the receipt of the Supply, unless otherwise provided by applicable laws. Any Goods that fails to meet any warranty requirement may, at Customer's sole option, be returned for a refund, repaired, replaced or re-performed at no cost to Customer. Customer may take all appropriate measures to remedy the same itself or through a third party at Supplier's cost and risks. In any event, Supplier shall bear all costs of any replacement and repair of the Supply, including but not limited to travel expenses costs of returning the Supply and any spare parts and labor associated therewith and will reimburse Customer for all losses, costs and damages caused by such non-conforming Supply. Such costs and damages may include costs and expenses and losses of Customer and/or its own customers arising from: (a) inspection, sorting, repair or replacement of any non-conforming Supply or any system or component that incorporates such non-conforming Supply; (b) production interruptions or slowdowns; (c) removal of vehicles or component systems from the manufacturing or assembly process; and (d) payments made to

Customer's customers under any applicable warranty programs or policies.

9. Recall of Supply

Without any limitation to Purchaser's other rights, if any Supply provided by Supplier fails to comply with Purchaser's warranties, quality, and safety requirements, whenever during or after warranty period, leading to a recall of any Supply including but not limited to the defective Supply, whether such recall be made by Purchaser or any other party, Supplier shall indemnify Purchaser against all actions, claim, damage incurred or arising as a consequence of any such recall.

10. Insurance

Supplier shall take out and maintain insurance coverage as required by applicable law, necessary or deriving from its obligations and liabilities under Order and Purchaser's requirements, Purchaser's Standards or as otherwise requested by Purchaser. At Purchaser's request, Supplier will provide promptly to Purchaser a certificate evidencing satisfaction of the insurance requirements under an Order. Supplier will ensure that Purchaser receives thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The providing of certificates of insurance and purchase of insurance will not limit or release Supplier from Supplier's obligations or liabilities under an Order.

11. Confidentiality-Intellectual Property Rights-Infringement-

11.1 Supplier shall (i) keep confidential any and all information in connection with the request for quotations, performance of Order, whatever the subject (including, but not limited to, technical, industrial, financial, commercial), the nature and form of the said Purchaser's information (e.g. know-how, methods, processes, technical or installation details, whether written, oral, electronic or otherwise), (ii) not disclose any of them to any third party without Purchaser's prior written consent and (iii) promptly return them at Purchaser's request. This obligation of confidentiality shall subsist throughout the execution of Order and for 5 years from its expiration or termination. The foregoing shall not apply if Purchaser's information is or becomes publicly available or is rightfully received by Supplier from a third party. Supplier shall not be entitled to use nor refer to the business names, trademarks or logos used or owned by Purchaser without its prior written consent.

11.2 Supplier shall assign and transfer to Purchaser, and warrants the assignment and transfer by its personnel, its suppliers (if any) and their personnel, of all intellectual property rights and know-how pertaining to any results generated by Supplier or its suppliers to meet Purchaser's requirements, including but not limited to plans, studies, models, designs and drawings, technical documentation, manuals and documents (hereinafter referred to as "Results"). The assignment and transfer shall be exclusive and shall include all rights to exploit such Results: the rights of (i) reproduction, representation, translation, adaptation and sale, on all media and for all forms of use and exploitation, (ii) making, offering, putting on the market, importing, exporting, stocking or using a product, a process or a product obtained directly by a process. This assignment and transfer shall be made for the whole duration of the intellectual property rights, for all countries and in all languages. The assignment and transfer of intellectual property rights shall occur as soon as such Results are created. If applicable, and in consideration for the remuneration included in the price specified in Order, Supplier grants to Purchaser, a perpetual, non-exclusive free of charge right to use (including to adapt) and sub license the use of any intellectual property rights or know-how owned or used by Supplier's in relation to the design, manufacture and/or sale of the Supply.

11.3 Supplier warrants that the Supply does not infringe any intellectual property right of a third party nor may give right for unfair competition. In case of breach of this undertaking, Supplier shall indemnify and hold harmless Purchaser and its customer against any claims, costs, damages, expenses or actions in connection therewith. In the event of a risk of a claim or action, Supplier shall take all steps

necessary to ensure that the risk of infringement is eliminated, shall inform Purchaser thereof and shall take into account Purchaser's business constraints. Supplier shall, at its own costs and at the sole option of Purchaser, obtain the right for Purchaser and its customers to continue to use the Supply, or replace or modify the Supply with substantially equivalent non-infringing Supply so that the infringement ceases. Such replacement or modification shall be performed within the periods compatible with the requirements of Purchaser. Failing such replacement or modification, Supplier shall refund to Purchaser the price of the Supply. Purchaser may elect to have sole control of any claim. The above provisions do not affect Purchaser's right to claim damages against Supplier.

12. Tools

Tools, dies, moulds, jigs, fixtures, patterns, machinery, special test equipments, gauges and all other means of production which have been provided or paid by Purchaser ("Tools"), shall be or remain the exclusive property of Purchaser and shall be clearly identified as such. Supplier will indemnify and defend Purchaser against any claim or lien adverse to Purchaser's ownership of Tools. Supplier shall use Tools only for Order's purpose and shall be responsible for any loss or damage to Tools while in its possession or control. In the event of loss or damage to Tools, Supplier shall pay to Purchaser the replacement value (fair market value) of Tools. Such Tools may be removed by Purchaser at any time without extra cost. Supplier shall check such Tools before and during the period the Supply are being performed and/or manufactured. Nothing herein shall be constructed as imposing on Supplier to provide any Tools. Supplier's manufacture, preparation or alteration of Tools shall not give title to Supplier. Supplier shall not relocate Tools without Purchaser's prior written consent.

13. Compliance with laws and to Purchaser's Code of Ethics

13.1 Supplier and the Supply shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or final use or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the Supply, including, but not limited to, those relating to health, safety and/or environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection. Supplier agrees to comply with all applicable anti-corruption laws that neither it nor any of its suppliers will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. Supplier shall acquaint itself and comply with the provisions of available Purchaser's code of ethics. Supplier shall ensure that its suppliers comply with the above requirements and, at Purchaser's request, shall certify in writing its compliance with this article 13.

13.2 Supplier will indemnify and hold Purchaser and its Purchasers harmless from and against any liability, claims, demands or expenses arising from or relating to Supplier's non-compliance.

14. Termination

14.1 Purchaser shall be entitled to terminate ipso-jure all or any part of Order at any time for convenience by giving to Supplier at minimum 15 calendar days written notice. Supplier shall produce only the limited quantities of Supply that can be completed until the termination date under its normal production schedule. Purchaser's sole liability is to pay for finished Supply that has been produced specifically to Purchaser, as is completed up to the termination date, and as accepted by Purchaser, provided that Supplier has taken all necessary actions to mitigate its costs and expenses.

14.2 Purchaser shall be entitled to terminate ipso-jure all or any part of Order in the event of breach of any of its obligation by Supplier (including but not limited to-compliance with provisions of the following articles 3, 6, 7, 8, 9, 10, 13) that is not remedied within 15 calendar days after receipt of a written notice to do so. The termination shall be effective immediately in case the breach cannot be remedied by Supplier.

14.3 Purchaser shall be entitled to terminate all or any part of Order ipso-jure with immediate effect in the event of a contribution by

Supplier of assets to another company, a change of control of Supplier or if Supplier goes out of business.

14.4 Unless contrary to any statutory provision, Purchaser shall be entitled to terminate ipso jure with immediate effect all or any part of Order if (i) proceedings under bankruptcy or insolvency law as are instituted against Supplier, (ii) a receiver is appointed over any of the property of Supplier; (iii) Supplier makes any voluntary judgment with its creditors or becomes subject to an administration or, (iv) Supplier becomes insolvent

14.5 In case of termination pursuant to articles 14.2, 14.3 or 14.4, the right to terminate any or all part of Order is without prejudice to its rights to claim damages against Supplier and to recover any amounts already paid.

15. Applicable law and Jurisdiction

ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ALL RESPECTS WITH THE LAWS OF PURCHASER'S HEAD OFFICE EXCLUDING APPLICABLE RULES OF CONFLICTS OF LAW. APPLICATION OF THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (CISG), SIGNED IN VIENNA ON 11 APRIL 1980 IS HEREBY EXPRESSLY EXCLUDED. ANY AND ALL DISPUTES WHICH MAY ARISE OUT OR IN CONNECTION WITH ORDER, NOTWITHSTANDING PLURALITY OF DEFENDANTS AND/OR CALL IN GUARANTEE, SHALL BE REFERRED TO ARBITRATION UNDER A SOLE ARBITRATOR. THE ARBITRATOR SHALL BE AN INDEPENDENT COMPETENT PERSON APPOINTED BY THE BOTH THE PARTIES BY MUTUAL CONSULTATION. THE COSTS OF ARBITRATION WILL BE EQUALLY APPORTIONED BETWEEN THE PARTIES. THE SEAT OF ARBITRATION SHALL BE EXCLUSIVELY IN PUNE (MAHARASHTRA STATE). THE DISPUTE SHALL BE SETTLED IN ACCORDANCE WITH ARBITRATION AND CONCILIATION ACT, 1996, AS AMENDED/REPLACED FROM TIME TO TIME. THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES. THE ARBITRATION PROCEEDINGS SHALL BE CONDUCTED AND THE AWARD SHALL BE RENDERED IN ENGLISH LANGUAGE. IN THE EVENT ARBITRATION PROCEEDINGS ARE UNSUCCESSFUL, EITHER PARTY MAY INITIATES FURTHER LEGAL ACTIONS IN FRONT OF THE COURTS' OF PUNE (MAHARASHTRA STATE, INDIA). IN THE EVENT OF SUMMARY PROCEEDINGS, PURCHASER MAY INITIATE LEGAL PROCEEDINGS BEFORE ANY OTHER COURTS OF ITS CHOICE.

16. Miscellaneous

Supplier hereby expressly acknowledges and accepts that there will be no joint and several liability between Purchaser and other Purchaser's affiliate company. Consequently, each ordering legal entity will remain solely responsible for the performance of its obligations towards the Supplier arising out of or in relation the Order. Supplier shall not assign, transfer, subcontract, or convey any right and obligation under Order to any third party without Purchaser's prior written consent. Purchaser shall be entitled to assign, delegate, transfer, subcontract, or convey any right and obligation under Order to any third party without Supplier's prior written consent. The invalidity of whole or part of any provision of Order shall not affect the validity of other provisions. Any waiver of any of the terms hereunder by Purchaser shall not be deemed to be a waiver of any subsequent breach or default of any of the terms herein.