

PO Number :	021 - 2200000366239	Revision Number :	0	Release Number :	0	Page :	2	Of	2
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Ln	Item Number	HSN	SAC	Need By	Qty	UOM	Rate	Amount
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2.1	ITITS0000206	998713		08-DEC-21	1	Each	3805.75	3805.75
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Cisco AIR-AP2802I-D-K9I Support SNTC 8X5XNBD

Rev : 00

Manufacturer :

MPN Number :

Contract Number : 2200000366201

Country of Origin : INDIA

Ship To	:	Same as on Header	IGST	18	%	685.04
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Line Total :	4490.79
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3.1	ITITS0000207	998713		08-DEC-21	2	Each	49827.20	99654.40
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Cisco C9300-48P-E Support SNTC 8X5XNBD

Rev :

Manufacturer :

MPN Number :

Contract Number : 2200000366201

Country of Origin : INDIA

Ship To	:	Same as on Header	IGST	18	%	17937.79
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Line Total :	117592.19
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Form Code	:	Grand Total :	204746.79
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Special Instructions: Cisco LAN device Support AMC from Dec.2021 to Nov.2022(Kolkatta)

Note: Test Certificates required wherever applicable.This Purchase order is system generated and does not require physical authorization and signature. All withholding taxes shall be deducted as per the provision of the law

Vertiv will be entitled to withhold payment against all subsequent/pending invoices submitted by the Vendor, if the Vendor defaults in payment of taxes recovered from Vertiv with the tax authorities within the due date and any claims by the tax authorities or rejection on Vertiv for the tax amount already recovered by the Vendor along with interest and penalty and/or any rejection of input tax credit of Vertiv by the tax authorities. Provided the said tax liability will be recovered by Vertiv from the Vendor either from its outstanding invoices if available or by raising a debit note, in case the Vendor fails and/or neglects to make full payment of said tax amounts including interest or penalty to the tax authorities and submits the tax paid challans as proof of discharge of the tax liability to Vertiv, within thirty (30) days upon receipt of notice in writing from Vertiv.

VERTIV TERMS AND CONDITIONS OF PURCHASE

1. Applicability. This Purchase Order is for the purchase of goods, services, or both as described on the face of this document (collectively, "Goods") and is issued by the member of the Vertiv Holdings Co. group of companies identified on the face of this document ("Vertiv"). This Purchase Order is deemed accepted when Seller returns the acknowledgment copy of this Purchase Order or begins performing, whichever is earlier. Vertiv rejects any additional or inconsistent terms and conditions offered by Seller at any time. Any reference to Seller's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade may modify, supplement, or explain any terms used in this Purchase Order. These Terms and Conditions of Purchase ("Terms") together with the specifications, drawings, or other documents referred to on the face of the Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of this Purchase Order. All contract documents related to this Purchase Order are interpreted together as one agreement. But if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: (a) any consignment agreement; (b) any supply agreement; (c) any contract for labor services; (d) the face of the Purchase Order and any supplemental terms included or incorporated by reference; (e) these Terms and Conditions of Purchase; and (f) other contract documents agreed to in writing by the parties. No change to or modification of this Purchase Order will be binding upon Vertiv unless in writing, specifically identifying that it amends this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of Vertiv. If Seller becomes aware of any ambiguities, issues, or discrepancies between this Purchase Order and any specification, design, or other technical requirement applicable to this Purchase Order, Seller will immediately submit the matter to Vertiv for resolution.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If Seller fails to deliver the Goods in full on the Delivery Date, Vertiv may terminate this Purchase Order immediately by providing written notice to Seller and Seller shall indemnify Vertiv against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

(b) Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Vertiv's normal business hours or as otherwise instructed by Vertiv. Seller shall pack all Goods for shipment per Vertiv's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Vertiv prior written notice if it requires Vertiv to return any packaging material. Any return of such packaging material shall be made at Seller's risk of loss and expense.

(c) Seller shall provide the services to Vertiv as described and in accordance with the schedule set forth in the Purchase Order and in accordance with the terms and conditions set forth in these Terms.

3. Quantity. If Seller delivers other than the quantity of Goods ordered, Vertiv may reject all or any excess Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Vertiv does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms ; Title and Risk of Loss. All Goods will be shipped (domestically and internationally) using Vertiv's preferred carrier on a collect basis. For domestic purchases within the United States all shipments are F.O.B. (Uniform Commercial Code) Delivery Point. In all other cases, unless specified otherwise on the face of the Purchase Order, shipments via air and ocean are FCA (INCOTERMS 2020) Delivery Point, and shipments via ground transportation are CPT (INCOTERMS 2020) Delivery Point. In all cases, title to the Goods shall pass to Vertiv upon receipt and acceptance by Vertiv of the Goods at the Delivery Point.

5. Inspection and Rejection of Nonconforming Goods. Vertiv has the right to inspect the Goods on or after the Delivery Date. Vertiv, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Vertiv rejects any portion of the Goods, Vertiv has the right, effective upon written notice to Seller, to: (a) rescind this Purchase Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Vertiv requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Vertiv may replace them with goods from a third party and charge Seller the cost thereof and terminate this Purchase Order for cause. Any inspection or other action by Vertiv under this Section shall not reduce or otherwise affect Seller's obligations under the Purchase Order, and Vertiv shall have the right to conduct further inspections after Seller has carried out its remedial actions.

6. Price. The price of the Goods is the price stated in the Purchase Order (the "Price"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Vertiv.

7. Payment Terms. Seller shall issue an invoice to Vertiv on or any time after the completion of delivery and only in accordance with these Terms. Vertiv shall pay all properly invoiced amounts due to Seller within ninety (90) days after Vertiv's receipt of a correct and valid invoice, except for any amounts disputed by Vertiv in good faith. Without prejudice to any other right or remedy it may have, Vertiv reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Vertiv to Seller. If Vertiv and Seller are not permitted to agree to payment terms in excess of applicable local legislation, the payment period may be reduced. Vertiv is not obligated to pay any invoice received one-hundred eighty (180) days or more after goods are delivered or services are completed.

8. Seller's Obligations Regarding Services. Seller shall:

- (a) maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the services;
- (b) comply with all rules, regulations and policies of Vertiv, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
- (c) maintain complete and accurate records relating to the provision of the services under this Purchase Order, including records of the time spent and materials used by Seller in providing the services in such form as Vertiv shall approve. During the term of this Purchase Order and for a period of one (1) year thereafter, upon Vertiv's written request, Seller shall allow Vertiv to inspect and make copies of such records and interview Seller personnel in connection with the provision of the services;
- (d) obtain Vertiv's written consent prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any services to Vertiv (each such approved subcontractor or other third party, a "Permitted Subcontractor"). Vertiv's approval shall not relieve Seller of its obligations under the Purchase Order, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Purchase Order as if they were Seller's own employees. Nothing contained in this Purchase Order shall create any contractual relationship between Vertiv and any Seller subcontractor or supplier; and
- (e) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the services;

9. Purchase Order Cancellation; Change Orders. Vertiv may, without liability, cancel any Purchase Order at any time prior to shipment of Goods or commencement of services. Vertiv may at any time, by written instructions and/or drawings issued to Seller (each a "Change Order"), order changes to the services. Seller shall within three (3) days of receipt of a Change Order submit to Vertiv a firm cost proposal for the Change Order. If Vertiv provides written acceptance of such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Purchase Order. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in the Seller's compensation or the performance deadlines under this Purchase Order.

10. Warranties.

(a) Seller warrants to Vertiv, its successors, assigns, customers, and end-users that for a period of 24 months from the date of shipment or 18 months from the date of first use, whichever is longer, all Goods furnished will: (i) be new and unused; (ii) be free from any defects in workmanship, material and design; (iii) conform to Seller's published specifications and to applicable drawings, designs, and specifications provided or specified by Vertiv; (iv) be fit for their intended purpose and operate as intended; (v) be merchantable; (vi) be free and clear of all liens, security interests or other encumbrances; and (vii) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Vertiv;

(b) Seller warrants to Vertiv that it shall perform the services using personnel of required skill, experience and qualifications and in a safe, professional, and workmanlike manner in accordance with generally-recognized industry standards for similar services and shall devote adequate

resources to meet its obligations under this Purchase Order; and

(c) the warranties described above are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Vertiv's discovery of the noncompliance of the Goods or services with the foregoing warranties. If Vertiv gives Seller notice of noncompliance pursuant to this Section, Seller shall, at its own cost and expense within ten days of receiving notice, at Vertiv's option, (i) either replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, costs of removal, disassembly, failure analysis, reinstallation, all freight charges, customer charges, and corrective action costs, or refund Vertiv for the price of the Goods, and, if applicable, (ii) repair or re-perform the applicable services. Any Goods repaired or replaced shall be warranted for the balance of the warranty period or one (1) year, whichever is longer. If Seller fails to repair or replace the Goods within the time-period set forth above, Vertiv may repair or replace the defective or nonconforming Goods at Seller's expense.

11. General Indemnification. Seller shall defend, indemnify and hold harmless Vertiv and its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees, and Vertiv's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods and services purchased from Seller or Seller's negligence, willful misconduct or breach of the Purchase Order. Seller shall not enter into any settlement without Vertiv's prior written consent.

12. Intellectual Property Indemnification. Seller shall, at its expense, defend, indemnify and hold harmless Vertiv and any Indemnitee against any and all Losses arising out of or in connection with any claim that Vertiv's or Indemnitee's use or possession of the Goods or use of the services infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Vertiv's or Indemnitee's prior written consent. If any injunction or restraining order is issued, Seller will, at its expense, obtain for Indemnitee either the right to continue using and selling the Goods or replace or modify the Goods to make them non-infringing.

13. Limitation of Liability. Nothing in this Purchase Order shall exclude or limit (a) Seller's liability under Sections 11 and 12 hereof, (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct, or (c) any other liability of Seller to the extent that such liability may not be limited or excluded as a matter of law. VERTIV IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS.

14. Insurance. Seller will maintain and carry liability insurance in an amount no less than the greater of (a) the minimum amount required by applicable law, or (b) the following coverages: commercial general liability (including product liability and, for services to be performed, completed operations liability) in a sum no less than \$5 million, automobile liability in a sum no less than \$2 million, worker's compensation in an amount no less than the applicable statutory minimum requirement, and employer's liability in an amount of no less than \$2 million, all with insurance carriers with an AM Best rating of 'A' VIII or better. Upon Vertiv's request, Seller will furnish valid certificates of insurance evidencing the insurance required herein. Seller shall provide Vertiv with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited or not applicable by local law, Seller shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller shall name Vertiv in each certificate as an additional insured and additional loss payee on each liability insurance policy except worker's compensation.

15. Compliance.

(a) Seller represents, warrants and covenants that all of the Goods and services rendered hereunder will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof, and that Seller, Seller's business and all property used therein do and will comply with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof. If any of the Goods are purchased for incorporation into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this Purchase Order. All rating or certification requirements specified in such government contract or subcontract or of which Seller has knowledge shall be complied with. Seller agrees to furnish Vertiv a certificate of compliance with any such laws and certification requirements in such form as may be requested by Vertiv.

(b) Seller and all Seller Parties will comply with Vertiv's Code of Conduct, as amended by Vertiv from time-to-time and available at <https://www.vertiv.com/en-us/about/ethics--compliance/#/tab-supply-chain> and with all health, safety and environmental practices customarily followed for the type of Goods and services, if any, to be provided by Seller. If Seller is not in compliance with the Code of Conduct, Vertiv may immediately terminate this Purchase Order upon the giving of notice. As used herein, "Seller Parties" means Seller, its employees, agents, consultants, subcontractors, and independent contractors. Upon request of Vertiv, Seller shall electronically acknowledge acceptance of the Code of Conduct.

(c) Seller and its employees, agents, representatives and subcontractors have not made or received, and will not make or receive, directly or indirectly, any payments, loans, gifts, favors or other special consideration or form of compensation (a) to or from Vertiv, to its employees, agents or representatives, other than payments set forth in this Purchase Order or other written contractual agreement between Seller and Vertiv; or (b) to or from any third party for the purpose of influencing the performance by Seller or Vertiv of its respective duties hereunder.

(d) Seller warrants it has and will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, EU and similar anti-bribery legislation or requirements. A breach of this provision will be deemed a material breach of this Purchase Order and each applicable Purchase Order and grounds for immediate termination of this Purchase Order and each applicable Purchase Order. Seller will indemnify and hold harmless Vertiv from and against any and all loss, cost, expense (including reasonable attorney fees), claims, damage, or liability arising out of or resulting from or occurring in connection with Seller's breach of this Section.

(e) Seller represents and warrants that none of the Goods sold or transferred to Vertiv contain: (i) any chemical or hazardous material otherwise restricted pursuant to European Union's Restriction of Hazardous Substances; (ii) any substance listed on the Registration, Evaluation, Authorization, and restriction of Chemicals ("REACH") list or otherwise restricted under REACH; or (ii) any other chemical or hazardous material the use of which is restricted in any other jurisdictions to or through which Vertiv informs Seller the Goods are likely to be shipped or to or through which Seller otherwise has knowledge that shipment will likely occur. Upon request, in form and substance satisfactory to enable Vertiv to meet its compliance obligations with regard to REACH and any amendments thereto, Seller will provide Vertiv with complete information regarding the chemical composition (substances, preparations, mixtures, alloys or goods) of any Goods supplied under this Purchase Order, including all safety information required under REACH and information regarding the registration or pre-registration status of any Goods pursuant to REACH. Seller agrees that it will include any Vertiv "Identified Use" in its REACH registrations or applications for Authorization, unless Seller notifies Vertiv that it rejects the Identified Use in order to protect human health or the environment and specifies the reason for the rejection. In this case Vertiv, will have the right to terminate this Purchase Order without incurring any damages. Additionally, Seller will, upon request, provide Vertiv information regarding Substances of Very High Concern ("SVHC"), as well as necessary substance and part information in compliance with Substances of Concern in Product (SCIP) in accordance with the EU Waste Framework Directive 2008/98/EC.

(f) Absent Vertiv's prior written consent, no Goods will contain any of the substances identified in Article 4.1 of the European Parliament Directive 2011/65/EU (the "RoHS Directive") as the RoHS Directive may be updated from time to time, or similar laws or regulations restricting the use of hazardous substances or materials in such other jurisdictions. If such prior written consent is given, then Seller shall inform Vertiv in writing of same, and properly warn, label, package and ship such hazardous materials in accordance with all applicable laws and regulations. Further, prior to shipment and upon request, Seller shall identify and provide to Vertiv compliant material safety data sheet information and RoHS Directive information for covered Goods. Goods will not include any of the restricted chemicals set forth in the Montreal Protocol on ozone-depleting substances.

(g) Seller is and remains fully responsible for compliance at its sole cost with any applicable product-related environmental legislation, as amended, varied or otherwise restated from time to time, including but not limited to, Directive 2012/19/EU ("WEEE").

(h) Seller shall comply with all applicable laws and regulations regarding human trafficking, including but not limited to: (i) UK Modern Slavery Act 2015, (ii) California Transparency in Supply Chains Act 2010, (iii) Modern Slavery Act 2018 (Cth), and (iv) Modern Slavery Act 2018 (NSW). Upon request of Vertiv, Seller shall promptly submit a completed Slavery & Trafficking Risk Template (STRT).

(i) "Personal Information" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity. If Vertiv discloses Personal Information to Seller, Seller shall comply with all applicable data protection laws and regulations, including Art. 28 of EU Regulation 2016/679 ("GDPR") and the California Consumer Privacy Act of 2018. Personal Information provided by Seller to Vertiv will be processed in accordance with Vertiv's policies located at <https://www.vertiv.com/en->

16. Conflict Minerals. Seller agrees to trace and disclose, or, if Seller does not manufacture the Goods, to require the manufacturer of the Goods to trace and disclose, the country of origin of minerals used in all materials or components used in the Goods and to promptly provide Vertiv with such documents and disclosures as requested by Vertiv to satisfy (a) United States Securities Exchange Commission reporting obligations under Section 1502 of the Dodd-Frank Act relating to Conflict Minerals, to include a completed Conflict Minerals Reporting Template (CMRT), (b) Regulation (EU) 2017/821 of the European Parliament, (c) requirement that all Conflict Minerals be sourced only from conflict free smelters and refiners, regardless of where the smelter or refiner is located, and (d) any other reporting obligations regarding minerals or metals, the mining of which may be involved in the funding of armed conflict in countries identified by the Organisation for Economic Co-operation and Development (OECD). These minerals and metals include, but are not limited to, tin, gold, tantalum, tungsten, and cobalt.

17. Termination. In addition to any remedies that may be provided under these Terms, Vertiv may terminate this Purchase Order with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods or the Seller's performance of the services, if Seller has not performed or complied with any of these Terms, in whole or in part. If the Seller becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, then Vertiv may terminate this Purchase Order upon written notice to Seller. If Vertiv terminates the Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and services accepted by Vertiv prior to the termination.

18. Waiver. No waiver by Vertiv of any of the provisions of this Purchase Order is effective unless explicitly set forth in writing and signed by Vertiv. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Purchase Order operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Vertiv, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Vertiv to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Purchase Order is confidential, solely for the purpose of performing this Purchase Order and may not be disclosed or copied unless authorized in advance by Vertiv in writing. Upon Vertiv's request, Seller shall promptly return all documents and other materials received from Vertiv. Vertiv shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) lawfully known to Seller at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

20. Force Majeure. Neither party shall be liable to the other for any delay or failure in performing its obligations under this Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strike, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Purchase Order. If a Force Majeure Event prevents Seller from carrying out its obligations under this Purchase Order for a continuous period of more than ten (10) business days, Vertiv may terminate this Purchase Order immediately by giving written notice to Seller.

21. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Purchase Order without the prior written consent of Vertiv. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Vertiv may at any time assign or transfer any or all of its rights or obligations under this Purchase Order without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Vertiv's assets.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Purchase Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Purchase Order is for the sole benefit of the parties hereto and their respective successors and

permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Purchase Order.

24. Governing Law; Forum.

(a) United States. If Vertiv is a legal entity formed in the United States, all matters arising out of or relating to this Purchase Order are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or relating to this Purchase Order shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio, in each case located in Franklin County, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party acknowledges and agrees that any controversy that may arise under this Purchase Order is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect to any legal action arising out of or relating to this Purchase Order, or the transactions contemplated hereby.

(b) Asia Pacific. If Vertiv is a legal entity formed in an Asia Pacific country, then the construction, interpretation, and performance hereof and all transactions hereunder will be governed by the laws of the country under which the Vertiv entity is formed, excluding the UN Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto), and the courts of that country will have exclusive jurisdiction of any dispute except for the following locations where any dispute arising out of or relating to this Purchase Order, including the breach, termination or validity thereof, will be finally resolved in accordance with the rules of arbitration as noted below. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration and the language of arbitration will be selected by Vertiv and unless required otherwise by the applicable arbitration rules, there will only be one arbitrator.

- * China - in accordance with the arbitration rules of the Shenzhen Court of International Arbitration
- * India - in accordance with the arbitration rules of the Indian Arbitration and Conciliation Act 1996
- * Singapore, Indonesia and Vietnam - in accordance with the arbitration rules of the Singapore International Arbitration Center
- * Korea - in accordance with the arbitration rules of the Korean Commercial Arbitration Board
- * Hong Kong - in accordance with the arbitration rules of the Hong Kong International Arbitration Center
- * Malaysia - in accordance with the arbitration rules of the Kuala Lumpur Regional Arbitration Centre
- * Pakistan - in accordance with the arbitration rules of the Arbitration Act, 1940, or any amendment or re-enactment thereof
- * Philippines - in accordance with the arbitration rules of the Philippine Dispute Resolution Center, Inc. (PDRCI)
- * Thailand - in accordance with the arbitration rules of the Arbitration Act B.E. 2545
- * Taiwan - in accordance with the arbitration rules of the Chinese Arbitration Association, Taipei

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party may also, without waiving any remedy under this Purchase Order, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

(c) Europe, Middle East, and Africa. If Vertiv is a legal entity formed in a European, Middle Eastern or African country then the construction, interpretation, and performance hereof and all transactions hereunder will be governed by the laws of the country under which the Vertiv entity is formed, excluding the UN Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto) if applicable in such country, and any dispute arising out of or relating to this Purchase Order, including the breach, termination or validity thereof, will be finally resolved by a panel of three arbitrators in accordance with the Rules for Arbitration of the London Court of International Arbitration. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration and the language of arbitration will be selected by Vertiv. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party may also, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

(d) Latin America. If Vertiv is a legal entity formed in Latin America, then the construction, interpretation, and performance hereof and all transactions hereunder will be governed by the laws of the country under which the Vertiv entity is formed and courts sitting in the country, and if applicable, state or province, where the Vertiv entity issuing the Purchase Order was formed will have exclusive jurisdiction of any dispute, except for the following locations where any dispute arising out of or relating to this Purchase Order, including the breach, termination or validity thereof, will be finally resolved in accordance with the rules of arbitration as noted below. Judgment upon the award rendered by the arbitrator may be

entered by any court having jurisdiction thereof. The place of arbitration and the language of arbitration will be selected by Vertiv and unless required otherwise by the applicable arbitration rules, there will only be one arbitrator.

* Chile - in accordance with the Rules of Arbitration Procedure of the Santiago Arbitration and Mediation Center of the Santiago Chamber of Commerce A.G. in effect at the time of its initiation.

* Peru - in accordance with the arbitration rules of Lima Arbitration Center of Commerce Chamber, Lima in effect at the time of its initiation.

Parties grant irrevocable and special power to the corresponding arbitration centers to, per written request of any of the Parties, appoint a jointly arbitrator among the members of the corresponding arbitration center, who will be empowered to act as arbitrator-at-law with regard to the substance of the dispute and as ex aequo et bono with regard to the procedure. There shall be no remedy or appeal against the arbitrator's resolutions, but only a reposition remedy or a ratification, clarification or amendment remedy. The arbitrator is specially empowered to resolve all matters related to its competence or jurisdiction. The arbitration jurisdiction related to Chile shall be the city of Santiago; and Peru shall be the city of Lima, except if other jurisdiction is appointed by the arbitrator or Parties agree to a different jurisdiction.

(e) Other Locations. For those Purchase Orders issued by Vertiv entities formed in countries not identified above, (a) the laws of the country, and if applicable, state or province where the Vertiv entity issuing the Purchase Order was formed will apply and (b) the courts sitting in the country, and if applicable, state or province, where the Vertiv entity issuing the Purchase Order was formed will have exclusive jurisdiction of any dispute. Pending settlement or final resolution of any dispute, Seller will proceed diligently with the performance of this Purchase Order in accordance with Vertiv's directions.

25. Notices . All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Purchase Order, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Cumulative Remedies . The rights and remedies herein are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

27. Severability . If any term or provision of this Purchase Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Purchase Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival . Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Purchase Order.

29. Amendment and Modification . These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.