

Purchase Order

Supplier: 0000002238
Location ID: MAIN
 CROSS WORLD POWER LTD
 House 1/B, Road 90,
 Gulshan-2 Dhaka 1212
 Dhaka DKCC 1212
 Bangladesh

Purchase Order 1350122859	PO Date 03/07/2018	Revision
Requisition 0000115903	Requisition Date 28/06/2018	Page 1 of 4
Requestor Hassan,Mohammad Kamrul	Phone +8809666356520	
Creator Hassan,Mohammad Kamrul		

Bill To: SCBAccounts Payable Bangladesh
 Accounts Payable – Bangladesh
 Standard Chartered Bank
 SCB House
 67 Gulshan Avenue (Level – 5)
 Gulshan, Dhaka – 1212 1212
 Bangladesh

Ship To: 67,Gulshan Avenue
 Dhaka 1212
 Bangladesh
Attention To: Hassan,Mohammad Kamrul

Cost Centre: 1354818800 Commercial Banking (LC-CB) Non Licensed
Account: 164011 WIP-Other Projects

Standard Chartered Bank's Terms and Conditions:

The purchase order ('Order') is issued in accordance with the terms and conditions contained in the applicable master agreement between your company and Standard Chartered Bank or its subsidiaries/affiliates, as the case may be. Where the aforesaid master agreement pertaining to the supply of goods/services referred to in this Order does not exist, then the attached General Terms and Conditions of Purchases will apply to this Order. Please quote the PO Number, PO Line Number and PO Schedule Number on all documentation; Failure to do so may result in delay of invoice payment.

Line-Sch	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1- 1	SUPPLY OF 20 KVA 3 PHASE HEAVY DUTY DIESEL GENERATING SETS. With Canopyat Nilphamari BDO		EA	1.00	28/06/18	700,000.00BDT	700,000.00BDT
					Schedule Total		700,000.00BDT
					Item Total		700,000.00BDT
					Total for VAT Code: 0.00 (0.0000%)		0.00BDT
					Total PO Amount		700,000.00BDT

This Purchase Order has been electronically approved and requires no physical signature.

Note: Any tax, including VAT/GST, shown on this order is indicative only. It is the responsibility of the supplier to ensure that any taxes due on the invoice are correctly levied and calculated in accordance with local tax regulations.

Standard Chartered Bank and/or its subsidiaries/affiliates - General Terms & Conditions.

1. **GENERAL** - Any purchase order ("Order") for any goods ("Goods") and/or services ("Services") (together "Products") placed by the Buyer is made on and subject to these General Conditions of Purchase. These General Conditions together with the Order (together "Contract") including any other agreements or documents referred to therein are the entire terms and conditions relating to the purchase of the Products by the Buyer. They override and exclude any other terms and conditions including the Seller's standard or printed terms and conditions of sale and the Seller understands that such terms and conditions if printed on invoices, order acknowledgements, delivery notes or other documentation shall have no contractual effect. No alteration, amendment or modification to these General Conditions shall be valid unless recorded in writing and signed by a duly authorised representative of both parties. In the event of any conflict between the provisions of these General Conditions and the Order the provisions of these General Conditions shall prevail. All documentation and correspondence relating to the Contract shall be in the English Language. Reference to any statute, enactment, ordinance, order, regulation or other similar instrument shall be construed to include a reference to the statute, enactment, ordinance, order, regulation or instrument as from time to time amended, extended, re-enacted or consolidated; and all statutory instruments, orders, regulations or instruments made pursuant to it
2. **QUALITY** - (a) Products shall be fit for their purpose, of satisfactory quality and free from defects in material or workmanship. Products shall conform with any standards, specifications, drawings, descriptions or samples contained or referred to in the Contract and in the case of Products which are identified as a specific model or grade, they shall also conform to the recognised or published specifications for that model or grade. In the absence of a specification or sample all Products shall be, as a minimum, within the normal limits of industrial quality. (b) Where the Contract requires the Seller to provide a quality assurance certificate such certificate must accompany the Goods on delivery and Services at the time of completion or at such other time as specified in the Order. In the event that such certificate is not provided the Seller shall be liable for any additional costs whatsoever incurred by the Buyer as a consequence
3. **ACCEPTANCE BY THE SELLER** - In the absence of Order acknowledgements issued by the Seller execution of the Order shall constitute acceptance of the Buyer's Order.
4. **PRICE AND PAYMENT TERMS** - The price of Products and currency shall be as stated in the Order. Payment shall be made within 60 days after receipt of an agreed invoice. Invoices which arrive before delivery of the Products to which they relate has been completed (determined in accordance with Clause 6(a) shall be deemed to have been received on the date delivery has been completed. All invoices shall include a detailed description of the Products and be marked with the Buyer's Order number (including line item number), unit price of the Products, quantity, account number and any other references requested by the Buyer.
5. **PASSING OF RISK AND PROPERTY** - (a) Title and risk in the Products shall pass to the Buyer upon signature of receipt of the Products at the time of delivery and the Seller warrants that it has full, clear and unencumbered title to the Products, and that it has all the necessary rights and/or consents to transfer title in the Products to the Buyer (b) In the event that the Buyer makes any payment in advance to enable the Seller to purchase materials in order to manufacture the Goods then title to such materials shall pass to the Buyer at the time of such payment. The risk in the materials shall remain with the Seller until such risk passes to the Buyer in accordance with Clause 5(a).
6. **DELIVERY** - (a) Delivery shall be complete when all of the following events have occurred: (i) in the case of Goods when each and every one of the Goods has been delivered to the place specified in the Order; and (ii) in the case of Services when the Services have been performed in accordance with the provisions of the Order; and (iii) the Seller has provided any certificate required under Clause 2(b), and/or any shipping documentation necessary to obtain Customs or other clearance, if required, or any other documentation specified in the Order; and (iv) the Seller has obtained the Buyer's signature of receipt of Goods and/or completion of Services; and (v) in the case of Products found to be non-conforming pursuant to Clause 7(a), when remedy is made by the Seller. (b) The time of delivery of Products shall be of the essence. If the Seller fails to complete the delivery in accordance with the Order then the Buyer shall, without prejudice to any other right the Buyer may have against the Seller, have no obligation to accept and pay for the Products and may cancel all or part of the Order. Goods shall be adequately and securely packed, marked with the Order number, and, where appropriate, the net, gross and tare weights and otherwise as the Buyer may specify from time to time. The Buyer's signature given under Clause 6(a) is merely to acknowledge that the Products have been delivered to the Buyer's premises and does not signify that the Products are accepted by the Buyer nor are in accordance with the Contract.
7. **REJECTION AND RETURN OF PRODUCTS** - (a) Where the Products delivered by the Seller do not conform to the Contract in any way the Buyer shall, without prejudice to any other right the Buyer may have against the Seller, have the right either on delivery or within 7 days of the Buyer becoming aware of such failure to (i) reject such Products in part or in whole; or (ii) require the Seller, at its sole expense, to collect, repair or replace the Goods and/or re-perform the Services as soon as possible so that the Products comply in all respects with the Contract. (b) If after giving the Seller reasonable opportunity to replace or repair the Goods or re-perform the Services pursuant to Clause 7(a)(ii) the Products still do not conform to the Contract the Buyer shall, without prejudice to any other right available to it, have the right to reject the Products in part or in whole. In the event the Buyer rejects any Products pursuant to Clause 7(a)(i) or 7(b) the Products will be returned to the Seller, at the Seller's expense and risk and the Seller will be required forthwith to provide full cash reimbursement of any sums paid by the Buyer in respect of such Products and, in the case of Clause 7(b), to reimburse the Buyer for any additional expenses incurred in obtaining replacement Products.
8. **INSPECTION AND TESTING** (a) The Seller shall permit the Buyer or its authorised representatives to undertake any inspections or tests it may reasonably require. The Seller shall, free of charge, give full access on reasonable notice (except in the case of an emergency) to its premises and provide all reasonable facilities and assistance. (b) The Seller shall at its expense, and without delay, undertake any corrective action identified during such inspection and testing. (c) Any testing under Clause 8(a) or approval by the Buyer to the Seller undertaking corrective action in accordance with Clause 8(b) shall not relieve the Seller of its obligations under the Contract nor constitute a waiver by the Buyer of its rights and remedies under the Contract. (d) The Buyer and its representatives will have a right to perform audits and inspections at Seller's premises in relation to this Contract.
9. **WARRANTY** (a) The Seller shall, as the Buyer may determine, as soon as reasonably practical repair or replace all Goods, or parts thereof, or in the case of Services re-perform the Services, or parts thereof, which are or which become defective during the period of 12 months from being put into service or completion of the Service where such defect occurs under proper usage and is due to faulty design, the Seller's erroneous instructions as to use or inadequate or faulty materials or workmanship, or any other breach of the Seller's warranties express or implied or of the Contract. (b) Repairs, replacements and re-performed Products shall themselves have a warranty in accordance with Clause 9(a) above. Remedies in this Clause are without prejudice to and in addition to any warranties and conditions provided by law and/or statute and/or under any other provision of the Contract. In the event the Products cannot be repaired, replaced or re-performed within a reasonable period of time the Buyer shall have the right to a cash refund from the Seller in respect of Products already delivered and to cancel without liability any Orders placed for Products of the same or similar kind.
10. **INDEMNITIES / THIRD PARTY LIABILITY** - The Seller shall indemnify the Buyer on demand against all losses, actions, costs, claims, demands, expenses and liabilities whatsoever Buyer may incur either at common law or by statute in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property, including environmental damage (other than directly and solely as a result of any default or neglect of the Buyer or any person for whom Buyer is responsible) which shall have occurred in connection with any work executed and/or Products delivered by the Seller under the Contract or which shall be alleged to be attributable to some defect in the Products or to any breach by the Seller of any provision of the Contract. The Seller will indemnify the Buyer against any and all loss, costs, expenses

and liabilities caused to the Buyer as result of any action, proceedings, claims or demand of any third party by reason of the Seller's breach of any term of the Contract or negligence.

11. **INSURANCE** - The Seller shall have in force at all time during the term of the Contract: (a) Employers Liability Insurance; (b) Public Liability Insurance for such sum and range of cover as the Buyer deems to be appropriate but not less than BDT 138,400,000 for any one incident; and (c) in respect of any Goods provided, where the Seller is the manufacturer, Product Liability Insurance; where the Seller is not the manufacturer the Seller shall ensure that the manufacturer shall have such insurance; and (d) in respect of any Services provided, appropriate Professional Indemnity Insurance. The Seller shall insure the Products against all risks including, where applicable, war risk insurance until delivery has been completed. Copies of insurance policies shall be provided to the Buyer on request. Any insurance monies due shall be paid to the Buyer.

12. **COMPLIANCE WITH LAWS / HEALTH AND SAFETY** - (a) The Seller warrants that the Products, and all associated documentation including but not limited to instructions, technical and operational manuals shall conform in all respects with all relevant requirements of statutes, statutory rules or orders or other instruments having the force of law and from time to time in force. (b) The Seller further warrants that: (i) prior to delivery all necessary tests and inspections shall be undertaken by the Seller to ensure that all Goods are designed, manufactured and operate (including but not limited to when operated by the Buyer in accordance with the Seller's operating manuals) so as to be safe and without risk to the health or safety of any person using or handling them or persons nearby or to the environment and that it will have given to the Buyer adequate information about the use for which Goods have been designed and tested and any conditions necessary during their operation to ensure that they are safe and without risk to health; and (ii) all Services will be performed with all reasonable skill and care and without risk to the health or safety of any person or to the environment and in accordance with all relevant legislation; and (iii) all packaging, containers and related documentation shall be clearly labelled and marked with the contents and, in the case of hazardous Goods, shall be marked with prominent and adequate warnings and instructions as required by all relevant legislation. (c) The Seller further warrants that if access is given to the Buyer's premises or property, it will comply with all written and/or verbal instructions of the Buyer. (d) It is a condition of this Agreement that the Supplier shall not itself or through any other person offer, promise or give any bribe of any kind (including without limitation any facilitation payment), in relation to this Agreement or any obligation under it, whether that bribe is of a financial nature or otherwise, and shall not procure or encourage another person to do so. It is a condition of this Agreement that the Supplier shall immediately inform SCB of any breach of this clause. Without prejudice to SCB's rights, the Supplier is reminded that because these obligations are conditions SCB may terminate the Agreement if these obligations are breached.

13. **INTELLECTUAL PROPERTY** - (a) The Seller warrants that the Products (including any materials provided in connection with the Services (including Deliverables)) will not infringe any third party's intellectual property rights including, but not limited to, copyright, patents, trademarks, trade secrets, rights in designs and any other intellectual property rights (whether registered or not). The Seller shall indemnify the Buyer (and shall pay such sums to the Buyer as would indemnify and keep indemnified each other member of the Buyer's group companies and service providers) against all actions, costs (including legal/attorney fees), claims, demands, expenses and liabilities of whatsoever nature incurred by or awarded against the Buyer, any member of the Buyer's group companies or service providers, arising directly or indirectly out of, or in connection with, any claim that the Buyer's receipt, use or supply of the Products (including Deliverables) infringes the intellectual property rights of any third party. (b) Any intellectual property rights in any Deliverables produced by the Seller for the Buyer as part of the Services shall belong to and vest in the Buyer unless otherwise agreed in writing between the parties. The Seller hereby assigns and shall procure that all third parties assign absolutely to the Buyer (or its nominee), with full title guarantee, all intellectual property rights in the Deliverables owned by the Buyer and shall waive and shall procure that all third parties waive, to the fullest extent permitted by law, any moral rights existing in any such Deliverables. (c) The Seller shall do (or procure to be done) all such further acts and things and the execution of all such documents and instruments as may be reasonably required to evidence the matters set out in Clauses 12(a) and 12(b) above. (d) Title and intellectual property rights in any materials provided by Buyer to the Seller shall remain with the Buyer. The Buyer shall have the unrestricted right to use any materials provided by the Seller relating to the Products within the Buyer's group companies and service providers. The Seller acknowledges that all trademarks or logos of the Buyer and members of its group companies are their sole property and any use requires the Buyer's prior written consent.

14. **TERMINATION** - Without prejudice to any other rights or remedies available to it either party shall have the right forthwith by written notice to the other to terminate the Contract and/or any Orders placed hereunder if the other party: (a) is in breach of any of its obligations hereunder and the breach remains unrectified 7 days after the date of written notice or (b) commits any act of insolvency or goes into liquidation, or a petition is presented for its winding up or a receiver or administrator is appointed over all or part of its assets or (c) Buyer shall have the right to terminate this Contract and/or any Orders with immediate effect by written notice to Seller (without entitling Seller to receive any compensation in respect of the termination) if without Buyer's prior written consent Seller is the subject of a takeover, merger, acquisition or other form of change in majority voting control (either at shareholder meetings or meetings of the board of directors). The Buyer shall have the right to terminate this Contract and/or any Orders with immediate effect by written notice to the Seller (without entitling the Seller to receive any compensation in respect of the termination) if without the Buyer's prior written consent the Seller is the subject of a takeover, merger, acquisition or other form of change in majority voting control (either at shareholder meetings or meetings of the board of directors) or Buyer can terminate this contract for any reason by giving 7 days prior written notice to the Seller. Any termination shall not affect the accrued rights or liabilities of either party at the date of termination.

15. **ASSIGNMENT AND SUBCONTRACTING** - The Seller shall not assign nor novate any benefit or burden nor subcontract its obligations hereunder without the prior written consent of the Buyer, which may, if given, be on such terms as the Buyer thinks fit. In the event of any subcontracting the Seller shall remain liable as if such subcontracting had not taken place. The Buyer may assign, novate or otherwise transfer this Contract to any member of the Buyer's group companies.

16. **CONFIDENTIALITY** - Each of the parties undertakes to keep confidential all information (written or otherwise) concerning the business and affairs of the other, including Personal Data (see clause 17), that it shall have obtained as a result of the Contract or discussions leading hereto and to use such confidential information solely for the purpose of complying with its obligations under the Contract. The recipient party of confidential information shall (a) protect the confidential information to at least the same standard of care as it applies to its own confidential information and (b) restrict disclosure of the same to its employees and professional advisers who require such disclosure for the purposes of complying with their obligations under the Contract, provided that they are under similar obligations of confidentiality as set out in this contract. No photographs of the Buyer's premises or property shall be taken by the Seller. The Seller shall not, without the Buyer's prior written consent, use the Buyer's name or refer to the existence of the Contract to any third party other than as directly required to execute this Contract. This provision shall survive termination of the Contract.

17. **PERSONAL DATA** - The Seller shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organisation security measures to ensure that any personal data (including personal data relating to the employees of the Buyer and members of its group companies and their customers) which is held by or is under the control of any member of the Buyer's group companies (Personal Data) is protected against loss, destruction, damage, unauthorised or accidental access, processing, erasure, transfer, use, modification, disclosure or other misuse, and that only personnel authorised by the Buyer have access to Personal Data. The Seller shall (and shall ensure that its employees and subcontractors) comply with the requirements of all applicable statutes, laws, secondary legislation and regulations pertaining to privacy, confidentiality and/or the processing and protection of Personal Data.

18. **PROPER LAW** - This Contract shall be governed by and construed in accordance with the Bangladesh law and the parties hereby submit to the

non-exclusive jurisdiction of the Bangladesh courts

19. NOTICES - Any notice given under or pursuant hereto shall be in writing and sent by hand or first class post or other faster delivery service or telex or fax to the relevant address or telecommunications number shown on the Order. Such notices shall be deemed validly given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.