

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 1350129251 | PO Date 23/12/2018 | Revision |
| Requisition 0000122372 | Requisition Date 23/12/2018 | Page 1 of 5 |
| Requestor Hoque Khan,Mohammad Masudul | Phone 031 711833 | |
| Creator Hoque Khan,Mohammad Masudul | | |

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

Cost Centre: 1359212800 property Non Licensed Branch
Account: 164011 WIP-Other Projects

Ship To: 67,Gulshan Avenue
Dhaka 1212
Bangladesh
Attention To: Hoque Khan,Mohammad Masudul

Standard Chartered Bank's General Goods and Services Terms and Conditions:

This purchase order ("Order") is issued in accordance with, and shall be governed by, the terms and conditions contained in the applicable master agreement pertaining to the supply of goods and/or services referred to in this Order executed between authorised representatives of your company and Standard Chartered Bank or its subsidiaries and affiliates, as the case may be. If there is no such master agreement, then this Order shall be issued in accordance with, and shall be governed by, the attached General Goods and Services Terms and Conditions. Please quote the PO Number, PO Line Number and PO Schedule Number on all documentation related to this Order. Failure to do so may result in delayed payment of your invoice.

| Line-Sch | Description | Part Number | Unit | Qty | Need By | Unit Price | Extended Amount |
|----------|---|-------------|------|------|------------------------------------|-----------------|-----------------|
| 1- 1 | CEPZ Br supply of 50 KVA standby diesel generator set by Cross world DEC 18 | | EA | 1.00 | 12/01/19 | 1,185,000.00BDT | 1,185,000.00BDT |
| | | | | | Schedule Total | | 1,185,000.00BDT |
| | | | | | Item Total | | 1,185,000.00BDT |
| | | | | | Total for VAT Code: 0.00 (0.0000%) | | 0.00BDT |
| | | | | | Total PO Amount | | 1,185,000.00BDT |

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.

General Terms and Conditions for Procurement of Goods and Services

Bank: The customer named in the Order (defined below).

Supplier: The supplier named in the Order.

1. ORDER PROCESS – 1.1 Any purchase order ("Order") for any goods ("Goods") and/or services ("Services") (together "Supplies") placed by the Bank is made on and subject to these General Terms and Conditions for Procurement of Goods and Services ("Terms and Conditions"). 1.2 These Terms and Conditions and the Order, including any other agreements or documents referred to therein, (the "Contract") constitute the entire terms and conditions relating to the purchase of the Supplies by the Bank. They override and exclude any other terms and conditions, including the Supplier's standard or printed terms and conditions of sale, and the Supplier understands that such terms and conditions, if printed on invoices, order acknowledgements, delivery notes or other documentation, shall have no contractual effect. 1.3 No alteration, amendment or modification to these Terms and Conditions shall be valid unless recorded in writing and signed by a duly authorised representative of both parties. 1.4 The Supplier shall provide the Supplies to the Bank in accordance with the Order and these Terms and Conditions. If there is any conflict between the provisions of these Terms and Conditions and the Order, the provisions of these Terms and Conditions shall prevail. 1.5 The Supplier has been appointed to provide the Supplies on a non-exclusive basis. 1.6 Submission of the Order by the Bank shall constitute acceptance of the Order by the Supplier.

2. INFORMATION AND COOPERATION – 2.1 The Supplier shall promptly provide to the Bank such information relating to the Supplies or the Contract as the Bank may reasonably request from time to time, including progress reports, projected supply programs and financial, management, business and any other reasonable information relating to the Supplies or the Contract. This information shall be provided at no additional cost to the Bank. 2.2 The Supplier shall cooperate in good faith with the Bank and provide such assistance as is reasonably requested to enable the Bank to enjoy or obtain the benefit of the Supplies. 2.3 Save as otherwise set out in the Order, the Supplier shall provide everything necessary for the provision of the Supplies.

3. QUALITY – 3.1 The Supplies shall be: (a) fit for their purpose, of satisfactory quality and free from defects in material or workmanship production, construction, design, and functionality; and (b) in the case of the Goods, newly manufactured and must not have been previously installed other than for the purposes of testing. 3.2 The Supplies shall conform with: (a) any standards, specifications, drawings, descriptions or samples contained or referred to in the Order; and (b) in the case of Supplies which are identified as a specific model or grade, the recognised or published specifications for that model or grade, (together, the "Specifications"). In the absence of any Specifications all Supplies shall be, as a minimum, within the normal limits of industrial quality. 3.3 Where the Order requires the Supplier 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. If such certificate is not provided the Supplier shall be liable for any additional costs whatsoever incurred by the Bank in procuring such certificate.

4. PRICE AND PAYMENT – 4.1 The price of the Supplies and currency shall be as stated in the Order ("Charges"). The Bank shall not be required to pay the Supplier any amounts for the provision of the Supplies that exceed the amounts set out in the Order. 4.2 Unless otherwise stated in the Order, payment shall be made within sixty (60) days of receipt of a valid invoice. 4.3 The Supplier may submit agreed invoices to the Bank on or after the date of delivery of the relevant Supplies in accordance with the Contract. Invoices which arrive before delivery of the Supplies to which they relate has been completed shall be deemed to have been received on the date delivery has been completed. All invoices shall include a detailed description of the Supplies and be marked with the Bank's Order number (including line item number), unit price of the Supplies, quantity, account number, marked for the attention of the Bank and authorised representative of the Bank, and any other references requested by the Bank. 4.4 The Bank may withhold payment against any invoice which is not submitted in accordance with this clause 4 or which covers or relates to any Supplies which have not been provided in accordance with an Order, and shall notify the Supplier in writing accordingly. 4.5 The Supplier shall pay and be responsible for its own corporate and income taxes assessed on the Charges and its other profits, income and gains in respect of the Supplies provided under the Contract. 4.6 Any stamp duty payable on the Contract shall be paid by the Supplier. 4.7 All Charges quoted in the Contract are exclusive of value added tax, goods and services tax, sales tax or other similar tax ("VAT") (if applicable). An amount equal to such VAT shall be paid by the Bank to the Supplier at the prevailing rate in the relevant jurisdiction, subject to a valid VAT invoice in respect of the Supplies being given to the Bank by the Supplier. Other than any VAT, the Charges quoted in the Contract include all other taxes, charges and impositions, including in relation to customs and delivery and insurance, (if applicable). Invoices shall include a detailed breakdown of the Charges so that any tax is charged correctly. 4.9 If any Charge or other payment to be made in respect of any invoice from the Supplier is subject by law to any withholding tax ("WHT"), the Bank shall make payment to the Supplier of the amount owing, less a deduction for such WHT and shall account to the relevant tax authority for the WHT. Payment of any net sum to the Supplier and to the relevant tax authority of the said WHT shall, for the purposes of the Contract, constitute full settlement of the sums owing under the relevant invoice. The Bank shall provide the Supplier with the tax receipt issued by the relevant local tax authority evidencing payment of any WHT. 4.10 With respect to any of the matters which are the subject of or in connection with the Contract the Supplier undertakes, represents and warrants that the Supplier and each of its affiliates and subsidiaries ("Supplier Group") shall not engage in, promote or condone, either directly or indirectly, any activity, practice, or conduct that amounts to a violation under section 45(1) or section 46(1) of Part 3 of the United Kingdom Criminal Finances Act 2017 ("CFA"), including a tax-related criminal offence or the facilitation thereof in a relevant jurisdiction. In addition, if a violation has knowingly taken place either by the Supplier, Supplier Group, or other associated person in connection to this Contract, the Supplier undertakes that it will inform the Bank of such violation.

5. TITLE AND RISK – 5.1 Title and risk in the Goods shall pass to the Bank upon signature of receipt of the Goods at the time of delivery and the Supplier warrants that it has full, clear and unencumbered title to the Goods, and that it has all the necessary rights and/or consents to transfer title in the Goods to the Bank. 5.2 If the Bank makes any payment in advance to enable the Supplier to purchase materials to manufacture the Goods, then title to such materials shall pass to the Bank at the time of such payment. The risk in the materials shall remain with the Supplier until such risk passes to the Bank in accordance with the Contract.

6. DELIVERY – 6.1 Delivery shall be complete when each of the following events have occurred: (a) in the case of Goods, when all the Goods have been delivered to the place specified in the Order; and (b) in the case of Services, when the Services have been performed in accordance with the provisions of the Order; and (c) the Supplier has provided any certificate required under clause 3.3, and/or any shipping documentation necessary to obtain customs or other clearance, if required, or any other documentation specified in the Order; and (d) the Supplier has obtained the Bank's signature of receipt of Goods and/or completion of Services; and (e) in the case of Supplies found to be non-conforming pursuant to clause 7, when remedy is made by the Supplier. 6.2 The time of delivery of Supplies shall be of the essence. If the Supplier fails

to complete the delivery in accordance with the Order then the Bank shall, without prejudice to any other right the Bank may have against the Supplier, have no obligation to accept and pay for the Supplies and may cancel all or part of the Order. 6.3 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 Bank may specify from time to time. 6.4 The Bank's signature given under clause 6.1(d) is merely to acknowledge that the Supplies have been delivered to the Bank's premises and does not signify that the Supplies are accepted by the Bank nor are in accordance with the Contract.

7. REJECTION AND RETURN OF SUPPLIES - 7.1 Where the Supplies delivered by the Supplier do not conform to the Contract in any way the Bank shall, without prejudice to any other right the Bank may have against the Supplier, have the right either on delivery or within 7 days of the Bank becoming aware of such failure to: (a) reject such Supplies in part or in whole; or (b) require the Supplier, at its sole expense, to collect, repair or replace the Goods and/or re-perform the Services as soon as possible so that the Supplies comply in all respects with the Contract. 7.2 If after giving the Supplier reasonable opportunity to replace or repair the Goods or re-perform the Services pursuant to clause 7.1(b) the Supplies still do not conform to the Contract, the Bank shall, without prejudice to any other right available to it, have the right to reject the Supplies in part or in whole. 7.3 If the Bank rejects any Supplies pursuant to clause 7.1(a) or 7.2 the Supplies will be returned to the Supplier, at the Supplier's expense and risk and the Supplier will be required forthwith to provide full cash reimbursement of any sums paid by the Bank in respect of such Supplies and, in the case of clause 7.2, to reimburse the Bank for any additional expenses incurred in obtaining replacement Supplies.

8. INSPECTION AND TESTING - 8.1 The Supplier shall permit the Bank or its authorised representatives to undertake any inspections or tests it may reasonably require. The Supplier 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. 8.2 The Supplier shall at its expense, and without delay, undertake any corrective action identified during such inspection and testing. 8.3 Any testing under clause 8.1 or approval by the Bank to the Supplier undertaking corrective action in accordance with clause 8.2 shall not relieve the Supplier of its obligations under the Contract nor constitute a waiver by the Bank of its rights and remedies under the Contract. 8.4 Upon the Bank's reasonable request and written notice, the Bank and its representatives will have a right to perform audits and inspections of the books and records of Supplier relevant to the Contract either at Supplier's premises or by the Supplier providing relevant information to the Bank to enable the Bank to conduct such audits and inspections.

9. SUPPLIER PERSONNEL - 9.1 The Supplier shall: (i) procure that Supplier Personnel comply with the obligations of the Supplier under the Contract; (ii) be fully responsible and liable for all acts and omissions of any Supplier Personnel as if they were the acts and omissions of the Supplier; (iii) ensure that all of the Supplier Personnel are properly trained and competent, fully supervised at all times and shall possess suitable skills, knowledge and experience for the delivery of the Supplies; (iv) ensure that all Supplier Personnel have all appropriate regulatory classifications and approvals required to carry out the tasks allocated to them; (v) ensure that all Supplier Personnel are appropriately screened in accordance with the Supplier's policies and procedures and otherwise in accordance with Good Industry Practice; (vi) ensure that adequate numbers of Supplier Personnel are allocated to the performance of the Supplier's obligations at all times; and (vii) ensure that any Supplier Personnel who has become incapable of performing their duties is replaced (on a permanent or temporary basis) in a timely manner at no additional cost to the Bank.

10. SUPPLIES WARRANTY - 10.1 The Supplier shall, as the Bank 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 Supplier's erroneous instructions as to use or inadequate or faulty materials or workmanship, or any other breach by the Supplier of its obligations under the Contract or express or implied warranties. 10.2 Repairs, replacements and re-performed Supplies shall themselves have a warranty in accordance with clause 10.1 above. 10.3 Remedies in this clause 10 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. 10.4 If the Supplies cannot be repaired, replaced or re-performed within a reasonable period of time the Bank shall have the right to a cash refund from the Supplier in respect of Supplies already delivered and to cancel without liability any Orders placed for Supplies of the same or similar kind.

11. INDEMNITIES - 11.1 The Supplier shall at all times indemnify and keep indemnified the Bank and each member of the Bank Group from and against Losses brought against or incurred by the Bank or any member of the Bank Group to the extent related to or arising, directly or indirectly, out of: (a) 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 Bank or any person for whom Bank is responsible) which shall have occurred in connection with any work executed and/or Supplies delivered by the Supplier under the Contract or which shall be alleged to be attributable to some defect in the Supplies or to any breach by the Supplier of any provision of the Contract; or (b) any action, proceedings, claims or demand of any third party by reason of the Supplier's breach of any term of the Contract or negligence.

12. INSURANCE - 12.1 The Supplier shall obtain and maintain insurance coverage in full force and effect during the term of the Contract and for a minimum of two (2) years following acceptance of the Supplies under the Contract, for such sum and range of cover as is appropriate having regard to the Supplies to be supplied and the Supplier's obligations and liabilities pursuant to the Contract and under Applicable Laws. 12.2 The Supplier shall insure the Supplies against all risks including, where applicable, war risk insurance until delivery has been completed. 12.3 Copies of insurance policies shall be provided to the Bank on request. Any insurance monies due shall be paid to the Bank.

13. COMPLIANCE WITH LAWS - 13.1 The Supplier represents, warrants and undertakes to the Bank that it shall: (i) comply with and not violate any Applicable Laws, including any sanctions laws, and other laws relating to anti-money laundering, anti-bribery and corruption, tax evasion or similar tax crimes, including facilitation and other financial crimes; (ii) ensure the performance of its obligations under the Contract are provided in such a way as to enable the Bank to comply with Applicable Law; and (iii) notify the Bank if it becomes aware of any breach of any Applicable Law, including any sanction laws, or of any action, investigation or proceeding brought against the Supplier, its sub-contractors or any other persons affiliated to the Supplier, relating to any breach of any Applicable Law. The Bank may terminate the Contract in whole or part, with notice to the Supplier with immediate effect, if the Supplier commits a breach of this clause 13.1.

14. ANTI-BRIBERY AND CORRUPTION - The Supplier represents, warrants and undertakes that: 14.1 it has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to the Contract (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of the Bank Group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any

individual, partnership, company or any other legal entity, public or private; 14.2 where, if permitted under the Contract, the Supplier subcontracts to another person any right or obligation under the Contract, or has another person perform any act, or not perform any act in relation to the Contract, the Supplier shall require such other person to agree in writing to comply with this clause 14. The Supplier shall also incorporate this clause (so that the Supplier obliges that person not to commit bribery on behalf of any member of the Bank Group or the Supplier) into any contract the Supplier has with the other person in relation to the Contract and or the act. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private; and 14.3 the Supplier shall, immediately upon becoming aware of them, give the Bank all details of any non-compliance with clause 14.1, and of any non-compliance by any of other person envisaged by clause 14.2.

15. GENERAL WARRANTIES - 15.1 The Supplier warrants that the Supplies, and all associated documentation including but not limited to instructions, technical and operational manuals shall conform in all respects with all Applicable Laws. **15.2** The Supplier further warrants that: (a) it has the necessary skill, experience and expertise to provide the Supplies; (b) its obligations under each Order will be performed by a sufficient number of appropriately experienced, qualified, competent, trained and efficient Supplier Personnel and in accordance with Good Industry Practice; (c) prior to delivery all necessary tests and inspections shall be undertaken to ensure that all Goods are designed, manufactured and operate (including but not limited to when operated by the Bank in accordance with the Supplier'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 Bank 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; (d) all Services will be performed with all reasonable skill and care in accordance with Good Industry Practice and without risk to the health or safety of any person or to the environment and in accordance with all relevant legislation; and (e) 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. **15.3** The Supplier further warrants that if access is given to the Bank's premises or property, it will comply with all written and/or verbal instructions of the Bank in relation to such access.

16. INTELLECTUAL PROPERTY - 16.1 The Supplier warrants that the Supplies (including any materials provided in connection with the Services ("Deliverables")) will not infringe any third party's intellectual property rights including, but not limited to, copyright, patents, trade marks, trade secrets, rights in designs and any other intellectual property rights (whether registered or not). The Supplier shall at all times indemnify and keep indemnified the Bank, each member of the Bank Group, and their respective service providers from and against any and all Losses brought against or incurred by the Bank or any member of the Bank Group or any of their respective service providers to the extent related to or arising, directly or indirectly, out of any claim that the Bank's receipt, use or supply of the Supplies (including Deliverables) infringes the intellectual property rights of any third party. **16.2** Any intellectual property rights in any Deliverables produced by the Supplier for the Bank as part of the Services shall belong to and vest in the Bank unless otherwise agreed in writing between the parties in an Order. The Supplier hereby assigns and shall procure that all third parties assign absolutely to the Bank (or its nominee), with full title guarantee, all intellectual property rights in the Deliverables produced by the Supplier for the Bank as part of the Services. The Supplier 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. **16.3** The Supplier 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 16.1 and 16.2 above. **16.4** Title and intellectual property rights in any materials provided by Bank to the Supplier shall remain with the Bank. **16.5** The Bank, each member of the Bank Group and the Bank's other service providers shall have the unrestricted right to use any materials provided by the Supplier relating to the Supplies for the purposes of receiving the benefit of the Supplies (but not for commercialisation purposes). **16.6** The Supplier acknowledges that all trade marks or logos of the members of the Bank Group are their sole property and any use requires the Bank's prior written consent.

17. TERM AND TERMINATION - 17.1 Save as otherwise set out in the Order, the Contract shall commence on the date set out in the Order and shall, subject to the provisions of the Contract, continue for the term set out in the Order ("Term"). **17.2** Without prejudice to any other rights or remedies available to it either party shall have the right with immediate effect by written notice to the other to terminate the Contract and/or any Orders placed under the Contract if the other party: (a) is in breach of any of its obligations under the Contract and that party fails to rectify the breach (where capable of rectification) within thirty (30) days of receiving the written notice; or (b) commits any act of insolvency or goes into liquidation, or a petition be presented for its winding up or a receiver or administrator be appointed over all or part of its assets. **17.3** The Bank may terminate the Contract (and any Order) in whole or in part, for convenience at any time by giving not less than thirty (30) days' prior written notice to the Supplier. The Bank's sole liability in respect of such termination will be payment of the Charges for any Supplies provided by the Supplier up to the date of notice of termination and any termination charges expressly identified in the relevant Order. **17.4** Any termination shall not affect the accrued rights or liabilities of either party at the date of termination.

18. ASSIGNMENT AND SUBCONTRACTING - 18.1 The Supplier shall not assign nor novate any benefit or burden nor subcontract its obligations hereunder without the prior written consent of the Bank, which may, if given, be on such terms as the Bank thinks fit. In the event of any subcontracting the Supplier shall procure that each of its subcontractors complies with the terms of the Contract, and the Supplier shall remain liable to the Bank for the performance of the subcontracted obligations performed by its subcontractors under the Contract as if acts or omissions of its subcontractor were acts or omissions of the Supplier. **18.2** The Bank may assign, novate or otherwise transfer the Contract to any member of the Bank Group.

19. CONFIDENTIALITY - 19.1 Except as otherwise expressly provided in the Contract, a party shall (and shall ensure that its employees, agents, sub-contractors and professional advisers shall) not during the term of the Contract or thereafter disclose or make available to any person or use, copy, adapt or alter for any purpose any Confidential Information obtained by it from the other party without the prior written consent of the Disclosing Party. The Recipient Party shall treat and keep Confidential Information confidential and take all necessary precautions to ensure that all Confidential Information is held in confidence (whether communicated orally, in writing, electronic form or otherwise) and minimise the risk of unauthorised disclosure or use of such Confidential Information. **19.2** No party will be under an obligation to keep Confidential Information confidential that it can demonstrate: (i) is publicly available or generally known to the public at the time of disclosure or has subsequently entered into the public domain, except as a result of a breach of the Contract; or (ii) was already in the Recipient Party's possession from another source prior to disclosure by the Disclosing Party and the Recipient Party was not under any obligation of confidentiality in respect of the Confidential Information when it was received from the other source not connected to a party under the Contract. **19.3** The following circumstances shall not constitute a breach of the obligations of confidence set out in this clause 19 by the Recipient Party where Confidential Information is disclosed: (i) to the Recipient Party's employees, agents, sub-contractors and professional advisers to the extent necessary to enable the Recipient Party to exercise its rights and perform its obligations under the Contract, provided that prior to disclosure such employees, agents, sub-contractors and professional advisers have entered into an appropriate written confidentiality undertaking or non-disclosure agreement with the Recipient Party to treat and keep such Confidential Information confidential on terms no less onerous than contained in the Contract; (ii) where necessary to members of the Bank Group for either the purposes of the Contract

or the proper exercise of any licences granted to the Bank and any member of the Bank Group under the Contract; or (iii) if and to the extent it is required to do so by any law or regulation or by any court, regulatory authority or government agency or authority provided that to the extent that it is permitted to do so under Applicable Law, the Recipient Party provides the Disclosing Party with prompt notice of such request and co-operates with the Disclosing Party and uses all reasonable endeavours to avoid or limit disclosure and to obtain any necessary confidentiality undertakings relating to the onward disclosure from the intended recipient. 19.4 Subject to Applicable Laws, the Supplier shall upon the Bank's request, or as soon as such retention is no longer required for the performance of the Supplier's obligations under the Contract, delete, destroy or return the Bank's Confidential Information and storage media in accordance with a process approved by the Bank. 19.5 The Supplier shall not, without the Bank's prior written consent, use the Bank's name or refer to the existence of the Contract to any third party other than as directly required to execute the Contract. 19.6 This clause 19 shall survive termination of the Contract.

20. SUPPLIER CHARTER - 20.1 It is a condition of the Supplier's engagement that it reads, understands and complies with, and procures the Supplier Personnel and professional advisers involved in the delivery of the Supplies to read, understand and comply with the Standard Chartered Supplier Charter, which is available on request ("Charter"). The Charter is a formal position statement that details the behaviours that the Bank expects from its suppliers, their personnel and their professional advisers involved in the delivery of the Supplies in relation to: Ethics, Anti-Bribery and Corruption, Human Rights, Environment, Health and Safety Standards, Labour and Protecting the Environment. 20.2 The Supplier acknowledges and agrees that the Bank may investigate any behaviour that the Supplier or Supplier Personnel or professional advisers exhibit that is misaligned to the Charter, and that if in the Bank's reasonable opinion, such behaviour is misaligned to the Charter, then the Bank may exercise its rights to terminate the Contract, or all or part of any Order immediately by notice to the Supplier.

21. GOVERNING LAW AND JURISDICTION - 21.1 This Contract and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature), shall be governed by and is to be construed in accordance with the Bangladesh law. 21.2 The parties submit and agree to the exclusive jurisdiction of the Bangladesh courts.

22. NOTICES - 22.1 Any notice required under the Contract shall be given in writing and in the English language and sent to the address of the receiving party set out in the Order, or such other address as shall have been notified by the receiving party to the sending party in writing. 22.2 Any notice shall be sent by registered post or equivalent, courier or other electronic transmission and: (i) if posted, shall be deemed to have been received three (3) working days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten (10) working days after the date of posting; or (ii) in the case of electronic transmission, upon confirmation of complete receipt being given by the intended recipient; or (iii) if couriered, on delivery.

23. THIRD PARTY RIGHTS - 23.1 This Contract does not create or confer any rights or benefits enforceable by any person not a party to it except that a member of the Bank Group will have the right to enforce any rights or benefits in the Contract including, without limitation, any limitation and/or exclusion of liability.

24. DEFINITIONS AND INTERPRETATION - 24.1 Definitions - "Applicable Laws" means any laws, rules, regulations, regulatory guidance, regulatory requirements and any form of secondary legislation, resolution, policy, guideline, concession or case law of the relevant jurisdiction from time to time having the force of law and relevant to the provision, receipt or use of the Supplies. "Bank Group" means Standard Chartered Bank, incorporated in England and Wales with limited liability by Royal Charter 1853 reference number ZC 18, and: (a) any person, body corporate, partnership, firm or other entity in which on or after the date of the Contract from time to time Standard Chartered Bank directly or indirectly: (i) owns more than half the capital, income, business assets or any other comparable equity or ownership interest; or (ii) has the power to exercise fifty percent or more of the voting rights in such entity; or (iii) has the legal power to direct or cause the direction or general management or affairs of the entity in question; or (iv) has the power to appoint or remove more than half the members of the supervisory board, board of directors or bodies legally representing such entity; or (v) has the right to manage the business of such entity; (b) any person, body corporate, partnership, firm or other entity which directly or indirectly has in or over Standard Chartered Bank the rights or powers listed in (a) above (a "Controller"); and (c) any person, body corporate, partnership, firm or other entity in which a Controller directly or indirectly has the rights or powers listed in (a) above. "Confidential Information" means all proprietary and confidential information, whether of a commercial, financial, technical or other nature, including personal data in whatever form or medium (including oral, written, electronic, or any other form) which by its very nature should be treated as secret and confidential or which is designated as such, which a party (the "Disclosing Party") directly or indirectly discloses or makes available to the other party (the "Recipient Party") in connection with the Contract or discussions leading hereto. "Good Industry Practice" means that degree of skill, diligence, care, prudence, foresight and operating systems and practice which would reasonably and ordinarily be expected of a skilled and experienced supplier engaged in the same or a similar type of business as that of the Supplier (within the financial services sector or otherwise) under similar circumstances. "Losses" means any and all liabilities, losses, damages, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by any person whether arising in contract or tort (including negligence) or under any statute or under any other cause of action, and Loss has a corresponding meaning. "Supplier Personnel" means the directors, officers, employees, agents, contractors or subcontractors of the Supplier engaged in providing the Supplies. 24.2 A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any sub-ordinate legislation issued under, that legislation or legislative provision.

CROSS WORLD POWER LTD



Ensuring Power Since 1982

FINANCIAL OFFER

Standard Chartered Bank Ltd.
Level-6, Portlink Tower, 67 Gulshan Avenue
Dhaka-1212, Bangladesh.

DATE : Dec 01, 2018
REF : CWPL-AM/3527/18-R01F

FINANCIAL OFFER FOR SUPPLY OF 45 KVA 3 PHASE HEAVY DUTY DIESEL GENERATING SETS.

Dear Sir,

We are pleased to submit our financial offer with reference to our technical offer# CWPL-AM/3527/18-R01T dated Dec 01, 2018 :

1. Price:

| SL # | Product Name | Unit | Price (BDT) | Qty. | Total Price(BDT) |
|------|--|------|-------------|------|------------------|
| 1) | TEMPEST Brand 45 KVA (Prime) Rating Diesel Generator with Perkins engine and Stamford alternator BRAND : Tempest ENGINE : Perkins, UK ALTERNATOR : Stamford, UK CONTROL MODULE : Deepsea, UK PORT OF SHIPMENT : Felixstowe port, UK AVAILABILITY : 5 to 15 days from ready stock subject to availability | Set | 850,515.00 | 1.00 | 850,515.00 |
| 2) | Local Canopy for 45 KVA Genset | Pcs. | 72,165.00 | 1.00 | 72,165.00 |
| 3) | Local Auto Transfer Switch (ATS) for 45 KVA Genset | Pcs. | 30,930.00 | 1.00 | 30,930.00 |
| 4) | Commissioning Materials (As per attached BOQ) | Set | 231,390.00 | 1.00 | 231,390.00 |

Total Price (Ready Stock) in BDT 1,185,000.00

GRAND TOTAL (Including AIT) in BDT 1,185,000.00

Amount in words : BDT One Million One Hundred and Eigthy-Five Thousand Only.