

HITACHI ENERGY GENERAL TERMS AND CONDITIONS IT RESELLER

HARDWARE SPECIFIC SCHEDULE (2022-4 STANDARD)

1. ADDITIONAL DEFINITIONS

1.1 In addition to the definitions set out in Clause 1 of the GTC, the following definitions shall apply in this Schedule:

Warranty Period: means twelve (12) months from the date of delivery of the Hardware, or such other period as may be specified in the Order.

2. APPLICATION OF THIS SPECIFIC SCHEDULE

This Specific Schedule shall apply to any Hardware to be supplied by Supplier, as set out in the Order.

3. DELIVERY

3.1 Supplier shall ensure that:

3.1.1 the Hardware is properly packed and secured in such manner as to enable it to reach their destination in good condition; and

3.1.2 each delivery of the Hardware is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Hardware (including the code number of the Hardware, where applicable), special storage instructions (if any) and, if the Hardware are being delivered by instalments, the outstanding balance of Hardware remaining to be delivered.

3.2 By no later than the relevant date specified in the Order, during Reseller's normal business hours (or as otherwise instructed by Re-seller) Supplier must deliver the Hardware to the premises at each address specified in the Order.

3.3 Delivery of the Hardware shall be completed on the completion of unloading the Hardware at the specified premises. Notwithstanding any other term or condition ownership shall pass to Reseller upon de-livery and no lien or other encumbrance shall be sought to be imposed by Supplier once the Products have been delivered to Reseller. Whether or not Reseller has paid Supplier for the Products Reseller shall be entitled (with full title guarantee) to sell the Products to third parties or incorporate the Products into other products.

3.4 Supplier shall not deliver the Hardware in instalments without Reseller's prior written consent. Where it is agreed that the Hardware are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Reseller to the remedies set out in Clause 5.

3.5 Except where the Order sets out an acceptance procedure in respect of particular Products and subject to Clause 7 of the GTC, Reseller shall within a period of fourteen (14) days following delivery of Product inspect the delivery for completeness and visible damage and notify Supplier if the Product does not conform with the Specification. This clause 3.5 shall not relive Supplier of any obligation it has to Reseller for defects in Products which are not apparent from a visual examination.

3.6 Within seven (7) days of receipt of notice under Clause 3.5, Supplier (at Supplier's cost) shall repair or replace the relevant Product. Clause 3.5 shall apply to any repaired or replacement Product. Without prejudice to any other right or remedy Reseller may have, if Supplier fails or is unable to repair or replace the relevant Product, Supplier shall, after expiration of an additional reasonable (as reasonably determined by Reseller) remediation period, refund all monies paid by Reseller in respect of such Product and Reseller shall have the right to terminate the Contract.

4. HARDWARE WARRANTIES

4.1 In addition to any warranties given by Supplier in the GTC, Supplier represents, warrants and undertakes that the Hardware (in whole and in part) will:

4.1.1 correspond with their description and any applicable Specification.

4.1.2 during the Warranty Period, be free from any defects.

4.1.3 be fit for any purpose for which Reseller has specified it will use the Hardware and/or for which Supplier has represented to Reseller the Hardware is fit; and

4.1.4 during the Warranty Period, comply with and perform in accordance with the Documentation.

4.1.5 be compatible and interoperate with any computer systems as described in the Order; and

4.1.6 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Hardware, and shall otherwise be provided in accordance with all relevant laws, regulations and applicable codes of practice.

4.2 Supplier shall comply with the Hitachi Energy List of Prohibited and Restricted Substances and report to Reseller those listed substances contained in the Hardware. Supplier shall also comply with the reporting and other requirements regarding Conflict Minerals made available under www.hitachienergy.com/supplying – Material Compliance or otherwise and shall provide Reseller with documents, certificates and statements as requested. Any statement made by Supplier to Reseller (whether directly or indirectly) with regard to substances and materials used for or in connection with the Hardware will be deemed to be a representation under the Contract.

4.3 Without limiting Clause 5, the remedies set out in Clause 7.2 of the GTC shall apply.

5. REMEDIES

5.1 If the Hardware is not delivered on the date required in the Order, does not comply with the undertakings and warranties set out in Clause 4, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Hardware, Reseller may exercise any one or more of the following remedies:

5.1.1 terminate the Contract;

5.1.2 reject the Hardware (in whole or in part) and return it to Supplier at Supplier's own risk and expense;

5.1.3 require Supplier to repair or replace the rejected Hardware, or to provide a full refund of the Charges of the rejected Hardware;

5.1.4 refuse to accept any subsequent delivery of the Hardware which Supplier attempts to make;

5.1.5 recover from Supplier any costs incurred by Reseller in obtaining substitute goods from a third party; and

5.1.6 claim damages for any other costs, loss or expenses incurred by Reseller which are in any way attributable to Supplier's failure to carry out its obligations under the Contract, including any resulting liabilities in relation to an End User Contract.

5.2 The provisions of Clauses 4 and 5 shall apply to any repaired or replacement Hardware supplied by Supplier.

5.3 Reseller's rights and remedies under this Hardware Specific Schedule are in addition to its rights and remedies implied by statute and common law.

6. TITLE AND RISK

Title and risk in the Hardware shall pass to Reseller on completion of delivery.