

Terms & Conditions for Participation in Sourcing Events

1. Purpose of the Sourcing Event

This sourcing event (including Request for Information (RFI)/Request for Proposal (RFP)/eAuction) is issued to invite qualified suppliers to submit proposals for the goods/services described in the event documentation.

Participation in this sourcing event does not guarantee award of business or enter into any contractual relationship with participating suppliers unless and until formal agreement or purchase order is issued by buyer.

2. Supplier Eligibility and Compliance

Suppliers participating in the sourcing event must meet the following requirements: -

- i. Suppliers must be a legally incorporated or registered entities in accordance with applicable laws.
- ii. All applicable statutory registrations, licenses, and regulatory requirements required for performance of the goods or services must be valid and in compliance with applicable laws.
- iii. Suppliers must comply with all applicable laws and regulations.
- iv. Suppliers must not be blacklisted or subject to any legal proceedings that may affect their ability to perform the contractual obligations.

3. Confidentiality

All information disclosed or made available to the suppliers in connection with the sourcing event, whether in written, oral, or any other form, including but not limited to specifications, documents, data and communications (“Confidential Information”) shall be treated as strictly confidential.

Suppliers shall: -

- i. Use such Confidential Information provided solely for the purpose of preparing their response to the sourcing event only.
- ii. Suppliers shall not disclose, publish, reproduce or otherwise make available any Confidential Information and any event-related information to third parties in any way howsoever without DXN prior written consent.
- iii. Restrict access to the Confidential Information strictly to its employees, agents or advisors on need-to-know basis and ensure their employees, agents and advisors bound by these confidentiality obligations no less than those set therein.
- iv. Promptly notify DXN in writing of any actual or suspected unauthorised access, disclosure or misuse of the Confidential Information.
- v. All submitted proposals and supporting documentation will be treated as confidential and used only for evaluation purposes.

Supplier acknowledges and agrees that: -

- i. All Confidential Information shall remain the sole and exclusive property of DXN and/or the buyer at all times.
- ii. No licence, right, or interest in any intellectual property rights is granted or implied by the disclosure of Confidential Information.
- iii. Upon request by DXN, or upon completion, cancellation, or termination of the sourcing event (whichever is earlier), the supplier shall immediately cease use of and return or

securely destroy all Confidential Information (including all copies), and certify such destruction upon request.

- iv. The supplier may disclose Confidential Information only to the extent required by applicable law, regulation, or order of a competent authority, provided that (to the extent legally permissible) prior written notice is given to DXN to enable DXN to seek protective measures.
- v. The supplier shall be fully liable for any breach of this clause by its employees, agents or advisors.
- vi. The supplier shall indemnify and hold harmless DXN and the buyer against any and all losses, damages, costs, and expenses (including legal fees on a full indemnity basis) arising from or in connection with any breach of this clause by the supplier or its representatives.
- vii. The supplier acknowledges that any breach of this clause may cause irreparable harm to DXN and/or the buyer, for which monetary damages may be insufficient. Accordingly, DXN and/or the buyer shall be entitled to seek injunctive or equitable relief, in addition to any other remedies available at law or in equity.
- viii. For avoidance of doubt, all proposals, submissions, and supporting documents provided by the supplier shall become the property of DXN and may be used by DXN for evaluation, audit, and internal purposes without any obligation to the supplier.

4. Submission of Responses

The obligations under this clause shall survive the completion, cancellation, or termination of the sourcing event for a period of 5 years, or indefinitely in respect of trade secrets or information of a confidential nature which does not enter the public domain.

Suppliers must comply with the following requirements when submitting responses: -

- i. All responses must be submitted through the designated sourcing platform (e.g., SAP Ariba) within the specified time.
- ii. Suppliers must ensure that all required and mandatory documents, supporting documents and declarations are uploaded at the specified system.
- iii. Late submissions may be automatically rejected by the system and may not be considered for evaluation.
- iv. Any request for clarification must be submitted through the designated communication channel within the defined timeline.

5. Pricing and Commercial Terms

- i. Prices quoted must be firm, accurate and valid for the validity period specified in the sourcing event.
- ii. All applicable taxes, duties, transportation cost, insurance and any other applicable charges must be clearly specified in the proposal.
- iii. Price revision are not permitted after submission, unless explicitly requested by the buyer as part of the evaluation or negotiation process.
- iv. In case of eAuction, suppliers must comply with the auction rules, bidding increment/decrement logic, and timing requirements defined in the sourcing event.

6. Evaluation Process

Buyer will evaluate supplier's proposal based on technical capability, commercial competitiveness, compliance with requirements, and overall value.

The evaluation process may include: -

- i. Clarifications,
- ii. Technical discussions,
- iii. Negotiations,
- iv. Multiple bidding rounds, and/or
- v. Reverse auctions.

Buyer reserves its right to accept or reject any proposal, in whole or in part, without providing assigning any reason.

7. Conflict of Interest

Suppliers must disclose any actual or potential conflict of interest, including relationship with employees, consultants, or affiliates of the buying organization that could influence the sourcing process.

Failure to disclose of such conflict may result in disqualification from the sourcing event.

8. Buyer's Rights

The buyer reserves its right to: -

- i. Modify or extend event timelines,
- ii. Amend specifications, scop, or event requirements,
- iii. Request additional information or clarification from suppliers, and/or
- iv. Cancel or suspend the sourcing event at any stage without assigning any reason.

Such rights may be exercised by the buyer without incurring any liability to participating suppliers.

9. No Claim / No Cost Recovery

- i. All costs and expenses incurred by suppliers in connection with participation in the sourcing event (including preparation, submission, negotiations, and presentations) shall be borne solely by the suppliers.
- ii. Suppliers shall have no claim whatsoever against DXN, its affiliates, or representatives for any costs, losses, or damages arising out of or in connection with the sourcing event, including where the event is cancelled, modified, or does not result in any award.

10. Award of Business

Any award resulting from this sourcing event is subject to DXN internal approvals and completion of contractual formalities.

- i. Issuance of Purchase Order or formal written contract by the buyer shall constitutes official award of business.
- ii. Participation in the sourcing event does not create any contractual obligation for the buyer.

11. Code of Conduct

Suppliers must conduct business in an ethical and transparent manner, including:

- i. No involvement in bribery, corruption or unethical inducements,
- ii. No collusion or coordination with other bidders to influence the outcome of the sourcing event, and
- iii. Compliance with anti-corruption, anti-fraud, anti-competition laws and buyer's policy.

12. Governing Law and Jurisdiction

The sourcing event and any resulting contract shall be governed by the laws of the applicable jurisdiction (e.g., India) as may be determined by DXN.

Any disputes arising from the sourcing event shall be subject to the exclusive jurisdiction of the courts at the buyer's registered office.

13. Additional or Optional Provisions

Depending on the nature and value of the procurement, buyer may include additional provision such as:

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- i. Force Majeure,
- ii. Data Protection & Cybersecurity Compliance,
- iii. ESG & Sustainability Commitment,
- iv. Performance Bank Guarantee (if applicable),
- v. Liquidated Damages (if applicable), and
- vi. Intellectual Property Rights.

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