

TECHNICAL COLLABORATION AGREEMENT

ON

GAS INSULATED SWITCHGEAR

BETWEEN

KANO HAR ELECTRICALS LIMITED

AND

CHUNG HSIN ELECTRIC & MACHINERY MANUFACTURING CORPORATION

DATED 1st. SEPTEMBER 2017

Wei-Chuan Chang

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THIS AGREEMENT is made and entered into, as of 1st of September 2017 by and between Chung Hsin Electric & Machinery Manufacturing Corporation, a corporation organized and existing under the laws of the Republic of China, having its registered office of business at 3rd. FL. No801, Chung Cheng Road, Chung Ho Dist., New Taipei City, Taiwan, the Republic of China (hereinafter referred to as "**CIEM**") and Kanohar Electricals Limited, a company incorporated in India under the Companies Act, 1956 having its registered office at Rithani, Delhi Road Meerut, India (hereinafter referred to as "**LICENSEE**")

RECITALS:

WHEREAS, CHEM has considerable experience and proper technical information for manufacture and assembly of SF6 Gas Insulated Switchgears (hereinafter referred to as "GIS"), possesses certain PROPRIETARY TECHNOLOGY (as defined below) in this regard and has the legal right to permit LICENSEE to use PROPRIETARY TECHNOLOGY.

WHEREAS, LICENSEE desires to obtain PROPRIETARY TECHNOLOGY from CHEM to manufacture, assemble, test and sell GIS, and to receive the license to use such PROPRIETARY TECHNOLOGY.

NOW, THEREFORE, in consideration of the premises and the mutual covenant hereinafter contained, the parties hereto agree as follows,

Article 1 DEFINITIONS

- 1.1 The term "**PRODUCTS**" shall mean GIS and/or the parts thereof.
- 1.2 The term "**A MODEL**" shall mean the model of PRODUCTS commercially designed and/or manufactured and/or assembled at CHEM's FACTORY (as defined below) as specified in APPENDIX 1,2 and 3 hereof.
- 1.3 The term "**LICENSEE's PRODUCTS**" shall mean PRODUCTS manufactured and/or assembled by LICENSEE using CHEM's PROPRIETARY TECHNOLOGY provided under THIS AGREEMENT.
- 1.4 The term "**CHEM's FACTORY**" shall mean the manufacturing sites and facilities designed to manufacture PRODUCTS during the term of THIS AGREEMENT within the site on which CHEM's Works managed by CHEM's High Voltage Switchgear Business Division is located, among the factories, workshops and facilities within the organization of and managed by CHEM.
- 1.5 The term "**LICENSEE's FACTORY**" shall mean the manufacturing sites and facilities designed to manufacture LICENSEE's PRODUCTS during the term of

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THIS AGREEMENT within the site on which LICENSEE's factory located in India and managed by LICENSEE, among the factories, workshops and facilities within the organization of and managed by LICENSEE.

- 1.6 The term "**CHEM's PATENTS**" shall mean the patents which at any time prior to the date of expiration or termination of THIS AGREEMENT are owned or controlled by CHEM, and under which CHEM has or may acquire the right to grant the license to third party.
- 1.7 The term "**TECHNICAL DOCUMENTS**" shall mean any tangible materials related to the design, manufacture and inspection of A MODEL, and shall be limited to the following items based on the agreement among the parties hereto.
- (1) Manufacturing drawings consisting of assembly drawings and parts drawings.
 - (2) Electric circuit diagrams
 - (3) Materials and manufacturing standards specified in (1) hereinbefore, except for any publicly released specifications such as JIS, JEC, IEC and other specifications indicated or cited in the specifications submitted by CHEM
 - (4) Operation and maintenance manuals
 - (5) Documents in relation to modifications and/or changes regarding A MODEL
 - (6) Procedures of assembly, inspection and testing
 - (7) Computer program information and awareness for necessary calculation
 - (8) Advices regarding factory setup including infrastructure and testing equipment
 - (9) Document which would be necessary for making quotations, customer clarifications, production, local vendor development.

Notwithstanding the above, the TECHNICAL DOCUMENTS shall not include the followings:

- (1) Documents on equipment, devices, components and materials, relative to CHEM's original technologies, of which were developed independently from A MODEL, even though they constitute one part of A MODEL, except for any purchase specifications.
- (2) Proprietary information which CHEM does not have the right to disseminate or to disseminate without permission or payment to a third party or parties.
- (3) Documents concerning components and materials that constitute one part of A MODEL but are designed and manufactured by any third party, except for any purchase specification;
- (4) Documents concerning components and materials that constitute one part of A MODEL but are designed and manufactured by any organizations of CHEM other than CHEM's FACTORY, except for any purchase specifications
- (5) Computer programs
- (6) Cost and financial data

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- (7) Documents under research and development
- (8) Publicly released specifications such as JIS, JEC and IEC
- (9) Other specifications indicated or cited in the specifications submitted by CHEM.
- (10) Calculation sheet and engineering sheet concerning A model.
- (11) Design hand books

1.8 The term "**TECHNICAL INFORMATION**" shall mean TECHNICAL DOCUMENTS and any and all information, whether tangible or intangible, concerning the TECHNICAL DOCUMENTS defined in Article 1.7 above, and/or training and instructions provided by CHEM to LICENSEE regarding the TECHNICAL DOCUMENTS pursuant to Article 2 below.

1.9 The term "**PROPRIETARY TECHNOLOGY**" shall mean TECHNICAL INFORMATION and CHEM's PATENTS.

1.10 The term "**EFFECTIVE DATE**" shall mean one of the following , whichever comes later;

- (1) The date on which the parties hereto executed THIS AGREEMENT; or
- (2) If necessary, the date on which THIS AGREEMENT is registered by the government of India.

1.11 The term "**FIRST PRODUCTS**" shall mean any first LICENSEE's PRODUCTS made and shipped and by LICENSEE using CHEM's PROPRIETARY TECHNOLOGY provided under THIS AGREEMENT at LICENSEE's FACTORY. The point of shipment shall mean the time the invoice is issued by LICENSEE when FIRST PRODUCTS are shipped from LICENSEE's FACTORY.

Article 2 TECHNICAL INFORMATION AND ASSISTANCE

2.1 Supply of TECHNICAL DOCUMENTS

- (1) After EFFECTIVE DATE hereof, CHEM shall provide LICENSEE with two (2) hard copies and two (2) CD-ROMs of TECHNICAL DOCUMENTS regarding A MODEL as set forth in Article 1, in accordance with the terms and conditions regarding the scope and the period specified in APPENDIX 4 attached hereto, by courier service.

- (2) The form of TECHNICAL DOCUMENTS shall be based on the JIS that are

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effective at EFFECTIVE DATE and/or the internal standards of CHEM. The applicable unit of weights and measures shall be complied with CHEM's standard that is based on the SI unit. All TECHNICAL DOCUMENTS shall be in English, except for any existing TECHNICAL DOCUMENTS originally written in Chinese. CHEM will take responsibility for teaching LICENSEE if the document is not in English.

- (3) For the convenience of LICENSEE to receive TECHNICAL DOCUMENTS, CHEM shall notice LICENSEE immediately after sending TECHNICAL DOCUMENTS.
- (4) In the event TECHNICAL DOCUMENTS are lost or destroyed due to any reasons attributable to CHEM or in the course of delivery of the same, CHEM shall send TECHNICAL DOCUMENTS to LICENSEE one more time at no additional cost as soon as possible but in any event not later than thirty (30) days after the receipt of the written notice from LICENSEE, specifying such loss or destruction of TECHNICAL DOCUMENTS.
- (5) In the event TECHNICAL DOCUMENTS are lost or destroyed due to the reasons attributable to LICENSEE, CHEM shall send TECHNICAL DOCUMENTS one more time at LICENSEE's expenses within thirty (30) days after the receipt of the written notice from LICENSEE, specifying such loss or destruction of TECHNICAL DOCUMENTS.
- (6) During the term of this agreement, if any modification and/or revision is made to A Model by any party, the technical information and/or data should be shared to the other party.

2.2 Acceptance and Training of LICENSEE's Engineers at CHEM's FACTORY

- (1) Upon the request of LICENSEE made from time to time not later than Six (6) months prior to the expiration of THIS AGREEMENT and when CHEM judges it appropriate, CHEM agrees to train a reasonable number of engineers of LICENSEE at CHEM's FACTORY in relation with TECHNICAL DOCUMENTS. LICENSEE's dispatched engineers shall be the persons who are capable of satisfactorily and successfully performing their own duties and obligations commensurate with their titles. Technical training shall be provided in English.

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- (2) LICENSEE shall pay to CHEM the CHEM's instructor fee for training of LICENSEE's engineers in Taiwan or other location. The fee for each instructor shall be USD 600 (six hundred) per day.

LICENSEE shall bear all the expenses including the round-trip airfare to and from CHEM's FACTORY, living expenses, traveling expenses, food expenses, life and medical insurance fees and daily allowances during its engineers' stay in Taiwan in connection with their training.

The number of engineers whom CHEM will accept at any one time shall be not more than Five (5).

The technical training shall be provided according to the working days of CHEM's FACTORY. The working hours of LICENSEE's engineers shall not exceed eight (8) hours per day and the working days, not including Saturdays, Sundays and official holidays, shall not exceed five (5).

- (3) When LICENSEE desires to dispatch their engineers to CHEM's FACTORY, LICENSEE shall inform CHEM of the details in at least forty-five (45) days before the dispatch of such engineers, including the number of persons, the time of arrival in Taipei, the period of their stay at CHEM's FACTORY, their names, backgrounds, experiences, the technical training items they hope to take and the daily training schedule.

CHEM shall promptly advise LICENSEE as to whether the training is convenient and acceptable and if not, shall propose an alternative plan.

- (4) LICENSEE's engineers shall comply with the laws of Taiwan, the Republic of China and the regulations and policies of CHEM's FACTORY, during the period of technical training at CHEM's FACTORY.

- (5) In the event that LICENSEE's engineers get sick or injured during their stay in CHEM's FACTORY during the period of technical training, CHEM shall assist the sick or injured engineers in order that such engineers may receive appropriate medical treatment at the expense of LICENSEE. CHEM shall not be liable for any sickness and injury of LICENSEE's engineers (except where the injury was caused by reasons attributable CHEM).

- (6) CHEM shall make its best effort in order to assist LICENSEE's engineers in customs clearance procedures, entry into and departure from Taiwan, visa acquisition, permission of stay in Taiwan, and to provide the conveniences of lodging and transportation for them. In cooperation with relevant departments, CHEM shall take any safety measures which are deemed appropriate by CHEM

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during LICENSEE's engineers' stay at CHEM's FACTORY.

2.3 Dispatch of engineers of CHEM to LICENSEE's FACTORY

- (1) Upon LICENSEE's request for the technical instruction to be made from time to time when CHEM is able to arrange such technical instruction, CHEM agrees that CHEM's engineers shall be dispatched to LICENSEE's FACTORY for the technical instruction relating to TECHNICAL DOCUMENTS not later than six (6) months prior to the expiration of THIS AGREEMENT.

The technical instruction shall include providing explanations of TECHNICAL DOCUMENTS, necessary guidance in relation with A MODEL, and explanations of A MODEL. The technical instruction shall be provided in English.

- (2) LICENSEE shall pay to CHEM the CHEM's instructor fee for training of LICENSEE's engineers in India. The instructor fee shall be USD 600 (six hundred) per one instructor/day.

LICENSEE shall bear the round-trip airfare (economy class of IATA base) to and from India, travelling expenses during their stay in India, in connection with their training.

The remuneration for CHEM engineers shall be reckoned from the day engineers leave Taiwan for India, to the day engineers return to Taiwan including Saturdays, Sundays and official holidays.

- (3) CHEM shall give LICENSEE a thirty (30) day's prior written notice before dispatching its engineers to LICENSEE, stating the engineers' name stated in English, year, month and date of their births, place of birth, and their respective departments, responsibilities at work, and passport numbers. LICENSEE shall assist the engineers dispatched by CHEM to obtain visa for entry to India.

- (4) The engineers dispatched by CHEM shall comply with the laws of India, and the regulations of LICENSEE's FACTORY during the period of such dispatch.

- (5) In the event that CHEM engineers get sick or injured during their stay in LICENSEE's FACTORY for the technical instruction, LICENSEE shall assist the sick or injured engineers in order that such engineers may receive appropriate medical treatment at the expense of CHEM. Notwithstanding the above, LICENSEE shall not be liable for any such sickness or injury (except where any injury is caused by the reasons attributable to LICENSEE.)

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- (6) LICENSEE shall make its best efforts in order to assist CHEM's engineers in customs clearance procedures for entry into and departure from India, visa acquisition, permission of stay in India, and the conveniences of the engineers in terms of lodging and transportation. In cooperation with relevant departments, LICENSEE shall take any safety measures which are deemed appropriate by LICENSEE during CHEM's engineers' stay at LICENSEE'S FACTORY.

Article 3 CONSIDERATION

3.1 TECHNICAL DOCUMENTS Fee

LICENSEE shall pay CHEM TECHNICAL DOCUMENTS Fee of USD 500,000 (Five hundred thousand).

3.2 Royalty

- (1) During the term of THIS AGREEMENT, LICENSEE shall pay CHEM a royalty at the rate of 3 percent (3 %) of the net sales price of LICENSEE's PRODUCTS sold by LICENSEE. For the purpose of THIS AGREEMENT, the net sales price shall be calculated in accordance with the following formula :

Net sales price=the invoiced price of LICENSEE's PRODUCTS- (the sum of CHEM's CIF price on the complete knock-down (CKD) basis*1, import duties and costs of transportation , etc*2)

*1 : CIF price of CHEM's parts

CIF price of the parts, components, and materials imported from CHEM, and incorporated into LICENSEE's PRODUCTS

*2 : The costs of transportation, etc.

include packing charges, transportation charges, insurance on delivery to customers, sales commissions and customs charges.

- (2) For the purpose of THIS AGREEMENT, LICENSEE's PRODUCTS shall be considered sold when billed out, or if not billed out, when leased, bartered, put in use or otherwise disposed of, provided, however, that on expiration or any termination of THIS AGREEMENT, LICENSEE's PRODUCTS for which orders have been received but which have not been billed out prior to the date of the above mentioned expiration or termination shall be subject to royalty payment.

- (3) Within thirty (30) days after the end of December each year, LICENSEE shall provide CHEM with a written report stating the names of customers, the names

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of substations where LICENSEE's PRODUCTS were sold for the year, the quantity and amount of sales and the royalty payable relating to the LICENSEE's PRODUCTS.

The final report shall be provided within thirty (30) days after the termination of THIS AGREEMENT. In such final report, LICENSEE shall state the names of customers, the names of substations, the quantity and amount of sales and the final royalty relating to LICENSEE's PRODUCTS sold for the last year of THIS AGREEMENT, together with the names of customers, the names of substations, the quantity and amount of contract and the delivery date of contract relating to LICENSEE's PRODUCTS which orders have been received but which have not been billed out prior to the date of expiration or termination of THIS AGREEMENT("Backlogs"). Such Backlogs may be manufactured and sold subject to the payment of royalty.

Article 4 PAYMENT AND PAYMENT CONDITIONS

4.1 Any and all payments due to LICENSEE under THIS AGREEMENT shall be made by telegraphic transfer (T/T) to CHEM's bank account at Hua Nan Commercial Bank, Yung Ho Branch (A/C No. 164970004199) or CHEM Corp's bank account at Hua Nan Commercial Bank, OBU Branch (A/C No. 164990000261). Any costs for remittance and other banking charges that may be incurred in the India, shall be borne by LICENSEE.

4.2 LICENSEE shall pay CHEM the costs, payments or royalties set forth in Articles 3 in accordance with the schedules and upon the terms set forth below :

(1) TECHNICAL DOCUMENTS Fee :

LICENSEE shall pay CEHM TECHNICAL DOCUMENTS Fee at the price of US Dollar Five Hundred Thousand (\$ 500,000) for obtaining TECHNICAL DOCUMENTS from CHEM.

LICENSEE will pay US One Hundred Sixty Seven Thousand (\$ 167,000) after EFFECTIVE DATE.

LICENSEE will pay another US One Hundred Sixty Seven Thousand (\$ 167,000) after receipt of Technical Document which stated in clause 2.1.(1).

LICENSEE will pay the balance US One Hundred Sixty Six Thousand (\$ 166,000) after completion of type test of first units.

LICENSEE shall pay CHEM within thirty (30) days after the receipt of the payment invoice issued by CHEM basing on the above milestones.

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(2) Royalty

LICENSEE shall pay CHEM the annual and final royalty set forth in Article 3.2 of THIS AGREEMENT within sixty (60) days after the end of December each year.

The final royalty shall be paid by LICENSEE to CHEM within sixty (60) days after the expiration or termination of THIS AGREEMENT.

(3) Training Fee

Within thirty (30) days after the receipt of the payment invoice issued by CHEM, LICENSEE shall pay CHEM the training fee set forth in Article 2.2.

(4) Cost of Dispatch of CHEM's Engineers

CHEM shall issue a payment invoice to LICENSEE within thirty (30) days after the return of its dispatched engineers, and LICENSEE shall pay the invoiced cost for the dispatch of engineers set forth in Article 2.3 within thirty (30) days after receipt of such invoice.

(5) LICENSEE agrees to permit its accounting books and records to be examined or to make available other necessary and appropriate information to review the report set forth in Article 3.2 and to verify the royalty due and payable hereunder. Such examination shall be made by certified public accountant to be appointed by CHEM at the expense of CHEM.

In case any discrepancy or error exceeding five percent (5%) of the money actually due is found in connection with the computation, the cost of such examination will be borne by LICENSEE.

Article 5 GRANTS OF LICENSE

5.1 CHEM hereby grants and agrees to grant to LICENSEE for the life of THIS AGREEMENT, an exclusive, non-transferable and non-sublicensable right to design, manufacture, assemble, test and sell LICENSEE's PRODUCTS within the territory of India, under PROPRIETARY TECHNOLOGY except the condition stated in 5.2.

5.2 CHEM will still have the sell rights in India by other agents besides LICENSEE if LICENSEE cannot get orders of A MODEL over 20 CB Bays during any two years within the agreement period (including direct supply from CHEM via LICENSEE).

5.3 During the term of THIS AGREEMENT, if LICENSEE hopes to export LICENSEE's PRODUCTS out of India, LICENSEE shall give CHEM a prior

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written notice about any export and shall obtain CHEM's written approval on such export, before taking part in a bidding or sending quotation of such export.

- 5.4 If there is any violation to this clause 5.3 caused by LICENSEE, LICENSEE shall be liable to CHEM a punitive damage of USD 1,000,000 (one million) to compensate CHEM as an incalculable damage of such violation.

Article 6 GENERAL LIMITATIONS

- 6.1 CHEM shall not be obligated to disclose any proprietary technology nor proprietary information owned by a third party without the consent of the third party, or to provide to LICENSEE with any information requiring payment to the third party.
- 6.2 The parties hereto shall comply with the laws and regulations of the governmental authorities applicable to the parties thereto.
- 6.3 Under THIS AGREEMENT, LICENSEE shall not file any patent application in any country or region in respect of PROPRIETARY TECHNOLOGY provided by CHEM to LICENSEE under THIS AGREEMENT.
- 6.4 LICENSEE shall review TECHNICAL DOCUMENTS submitted by CHEM, as the case may be, of any shortage or defects within sixty (60) days of the receipt of the relevant TECHNICAL DOCUMENTS.
In the event that such shortage or defects are acknowledged by CHEM, as the case may be, CHEM shall immediately provide LICENSEE with supplementary or revised TECHNICAL DOCUMENTS at no additional charge.
- 6.5 LICENSEE shall assume the responsibility for the quality, performance, price, delivery schedule, and production volume and production efficiency relating to LICENSEE's PRODUCTS manufactured by LICENSEE.
- 6.6 LICENSEE shall not use or refer to the trademarks and trade names of CHEM, directly or indirectly, in selling or promoting the sales of LICENSEE's PRODUCTS. However, LICENSEE may state on its catalogs, brochures, private documents or public documents that LICENSEE's PRODUCTS are manufactured and/or assembled by LICENSEE under the technical assistance and license from CHEM subject to the prior written consent from CHEM. The way shall be decided by negotiation between CHEM and LICENSEE.
- 6.7 LICENSEE shall agree that PROPRIETARY TECHNOLOGY and/or LICENSEE's PRODUCTS shall not be used for any military purposes, including, but not limited to the development, design, production, stockpiling or use of

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weapons of mass destruction, such as nuclear, chemical or biological weapons or missiles to deliver any such weapons, nor for any use supporting these weapons activities. LICENSEE further agrees that PROPRIETARY TECHNOLOGY and/or LICENSEE's PRODUCTS shall not be sold or disposed of to any party intending or likely to use them for any purposes or activities as specified above.

- 6.8 THIS AGREEMENT shall be governed by and shall be construed and take effect according to the laws of Taiwan, the Republic of China.

Article 7 CONFIDENTIALITY

- 7.1 PROPRIETARY TECHNOLOGY to be provided hereunder to LICENSEE by CHEM shall be used only by LICENSEE, and LICENSEE shall in no event disclose to a third party and shall keep secret and confidential PROPRIETARY TECHNOLOGY received from CHEM in written, printed or verbal form or otherwise for during the term and after the termination of THIS AGREEMENT, provided that LICENSEE shall not be under any confidentiality obligation in respect of any PROPRIETARY TECHNOLOGY disclosed by CHEM, or a third party.
- 7.2 If there is any violation to this clause 7 caused by LICENSEE, LICENSEE shall be liable to CHEM a punitive damage of USD 1,000,000 (one million) to compensate CHEM as an incalculable damage of such violation.

Article 8 TAXES

- 8.1 LICENSEE shall pay any and all taxes that may be imposed by the government of India, against LICENSEE under the applicable tax laws of India, in connection with the execution of THIS AGREEMENT.
- 8.2 CHEM shall pay any and all taxes that may be imposed by the government of India, against CHEM under the applicable tax laws of India, in connection with the execution of THIS AGREEMENT. Such taxes shall be deducted by LICENSEE from the sum payable to CHEM and be paid by LICENSEE to the relevant tax authority on behalf of CHEM. LICENSEE shall, within five (5) business days of the payment of such taxes, provide CHEM with an original carbon copy of the certificate issued by the relevant tax authority and exchange memo of the relevant bank with respect to such payment.

Article 9 FORCE MAJEURE

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- 9.1 In the event that a party hereto fails to perform or execute all or any part of its duty in THIS AGREEMENT due to war, riot, strike, earthquake, floods, fire, spread of epidemic disease or other force majeure event, the occurrence and effect of which are unpredictable and which cannot be prevented or avoided, the party shall not be liable for any consequences arising from such failure.
- 9.2 A party affected by such force majeure event shall give to the other party a prompt notice of the occurrence of such event by facsimile, with the original copy of notice being sent to the other party on the same day via international overnight courier.
- Furthermore, the affected party shall provide the detailed written description of the force majeure event to the other party within thirty (30) days and obtain a document from the public authority or legal entity in the affected area evidencing the failure to perform or execute its duty under THIS AGREEMENT in part or in whole due to such force majeure.
- 9.3 In the event that the force majeure event continues to affect the performance of THIS AGREEMENT, the parties hereto shall, through consultation, explore the possibility of deferring the performance of or cancelling THIS AGREEMENT.
- 9.4 Notwithstanding the foregoing, LICENSEE shall not be exempted by any such causes from its obligation to make payment to CHEM as set forth in Article 3 hereof.

Article 10 ARBITRATION

- 10.1 Any and all disputes that may arise out of or in connection with THIS AGREEMENT shall be resolved through amicable discussion among the parties hereto. If such resolution cannot be made within six (6) months from the arising of such disputes, the parties hereto may refer the matter to arbitration. The arbitration shall be conducted in Singapore in accordance with the UNCITRAL Arbitration Rules as at present in force. An arbitration award shall be final and binding upon the parties hereto.
- 10.2 The arbitration shall be administered by Singapore International Arbitration Centre ("SIAC") in accordance with its practice rules and regulations.
- 10.3 The appointing authority shall be the Chairman or Deputy Chairman of SIAC. The number of arbitrators shall be 3 (three). The language to be used in the arbitral proceedings shall be English.

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- 10.4 While the arbitration proceeding is in progress, the parts of THIS AGREEMENT that are not subject to dispute shall continue to be performed in accordance with the terms and conditions hereof.

Article 11 ASSIGNMENT

THIS AGREEMENT or any rights or obligations hereunder may not be assigned or otherwise transferred without the written consent of the other party hereto. Furthermore, unless required by law, THIS AGREEMENT shall not inure to the benefit of any successor or bankruptcy trustee of LICENSEE without the written consent of CHEM. No assignment or transfer without the required consent shall be effective and valid.

Article 12 TERM AND TERMINATION

- 12.1 Unless terminated during the term, THIS AGREEMENT shall take effect on EFFECTIVE DATE and continue to be in effect for seven (7) years from the shipment of FIRST PRODUCT OF LICENSEE'S PRODUCTS.
- 12.2 After the end of agreement period stated in 12.1, the agreement shall be automatically renewed for a period of two (2) years unless one party shall have terminated it by giving sixty (60) days notice in writing before its expiration.
- 12.3 Without limiting the generality of the foregoing, THIS AGREEMENT may be terminated during the term of THIS AGREEMENT as follows:
- (1) If a party hereto is in breach of any of its material obligations and fails to cure such breach within sixty (60) days of notification by another party of the breach, by the other parties after due consultation with a thirty (30)-day prior notice to such party;
 - (2) If a party hereto becomes bankrupt or unable to conduct its ordinary business as an enterprise, or has substantially changed, whether or not due to a direct or indirect guidance of the relevant governmental authorities, by the other parties after due consultation with a thirty (30)-day prior notice to such party; or
 - (3) If a party hereto is acquired by or merged into a third party resulting in substantial change in ownership, by the other parties after due consultation with a thirty (30)-day prior notice to such party.

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12.4 If THIS AGREEMENT is expired or early terminated in accordance with the terms hereof, any and all rights and obligations hereunder shall be immediately terminated, except for the following:

- (1) LICENSEE's obligations to pay any unpaid amount payable including training fee, cost of dispatch CHEM's Engineers and royalties to CHEM as set forth in Article 2.2, Article 2.3, Article 3 hereof, and to submit royalty reports to CHEM that have accrued hereunder on or prior to the date of termination as set forth in Article 3 hereof.
- (2) CHEM, LICENSEE's confidentiality obligation set forth in Article 7 hereof;
- (3) LICENSEE's obligation to immediately return to CHEM all TECHNICAL DOCUMENTS provided by CHEM including Article 2, in the event of earlier termination due to a cause attributable to LICENSEE as provided in Article 12.3 above;
- (4) LICENSEE's right to design, manufacture, test and sell LICENSEE's PRODUCTS, in the event of expiration of the term hereof or earlier termination of THIS AGREEMENT due to a cause not attributable to LICENSEE,

Article 13 NOTICE

13.1 Any and all notices or requests hereunder shall be given via air mail, facsimile, international courier service or other means, addressed by a party to the other party at the address set forth below:

Chung Hsin Electric & Machinery Manufacturing Corporation
3rd. FL. No.801 Chung Cheng Road, Chung Ho Dist.,
New Taipei City, Taiwan, the Republic of China
Tel: +886-03-328-4170
Fax: +886-03-328-4155

Kanohar Electricals Limited
Rithani, Delhi Road, Meerut -250 103, India
Tel: +91-0121-2441-706
Fax: +91-0121-2441-704

13.2 By written notice to the other party, a party hereto may change its address to which a notice or request is to be sent.

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Article 14 ENTIRE AGREEMENT AND AMENDMENT

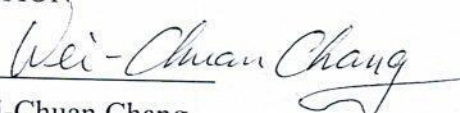
- 14.1 APPENDIX 1 to 4 shall constitute an integral part of THIS AGREEMENT and shall be as effective as THIS AGREEMENT. Any documents, fax transmissions or agreements communicated between or among the parties hereto prior to the signing of THIS AGREEMENT shall automatically become null and void upon the effectiveness of THIS AGREEMENT.
- 14.2 Any amendment, revision or cancellation of THIS AGREEMENT or APPENDIX 1 to 4 shall be valid only if confirmed by an instrument in writing signed by duly authorized representatives of each of the parties hereto and if approved, if required, by the authority that has previously authorized the execution hereof. Such written instrument shall constitute an integral part of THIS AGREEMENT and be as THIS AGREEMENT.
- 14.3 THIS AGREEMENT shall be executed in English.
- 14.4 THIS AGREEMENT constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes and cancels all previous agreement, negotiations, commitments and writings in respect thereto. THIS AGREEMENT may not be released, discharged, abandoned, changed, renewed, extended, or modified in any manner except by an instrument in writing signed by duly authorized officers or representatives of each of the parties hereto.

IN WITNESS WHEREOF, each party hereto has caused THIS AGREEMENT to be executed in duplicate in English, as of the date first above written, by its duly authorized officers or representatives.

SIGNED for and on behalf of
KANO HAR ELECTRICALS
LIMITED

Signature: 
Name: Brijesh Singhal
Title: Executive Director

SIGNED for and on behalf of
CHUNG HSIN ELECTRIC &
MACHINERY MANUFACTURING
CORPORATION

Signature: 
Name: Wei-Chuan Chang
Title: Chief Operating Officer





APPENDIX 1

THE MAIN SPECIFICATION OF A MODEL

1. Construction of PRODUCTS

Construction of PRODUCTS is shown in APPENDIX 3.

CT will be provided on one sides of GCB.

2. Standard for PRODUCTS

The Standard for product shall be according to IEC standard if there is no statement.

Also the supplied "TECHNICAL INFORMATION" is as shown in APPENDIX 4.

The main IEC standard is as follows :

- IEC 62271-100 : 2003
- IEC 62271-203 : 2003
- IEC 60694 : 2002

3. Rating

Rating of GIS

The main specification of A MODEL is as shown in attached APPENDIX 2, No. 1-32.

Rating of GCB

Rating of GCB

The main specification of GCB is as shown in attached APPENDIX 2, No.33-60.

The specification of operating mechanism for GCB.

1) Trip-Free mechanism is provided in the mechanism.

2) One closing coil and two trip coils are provided with one operating mechanism.

Rating of DS

The main specification of DS is as shown in attached APPENDIX 2, No.61-73.

Rating of HSES

The main specification of HSES is as shown in attached APPENDIX 2, No.74-84.

Rating of Maintenance FS

The main specification of maintenance ES is as shown in attached APPENDIX 2, No.85-92.

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APPENDIX 2
THE DETAILED SPECIFICATION OF A MODEL

No.	Item		Unit	Technical Parameters	Remark
1	General condition of GIS				
2	Rated Voltage		kV	252	
3	Rated Breaking current		kA	50	
4	Lightning Impulse withstand Voltage	To Earth	kV	± 1050	
		Across the Contacts	kV	$\pm 1050(+200)$	
5	Power Frequency withstand Voltage	To Earth	kV	460	
		Across the Contacts	kV	460+146	
6	Withstand Voltage at atmospheric condition		kV	-	
7	Installation			Indoor / Outdoor	
8	Max Temperature		°C	40	
9	Min Temperature		°C	-30	
10	Seismic specification	Horizontal	G	0.3G Resonance Sine-3waves Calculation	
		Vertical	G	0.2G	
11	Control Voltage		V	DC220	
12	Voltage Source of Motor		V	AC220 (With Rectifier)	
13	Aux Circuit Voltage		V	DC220	
14	Internal Arc		kA	50kA, 0.5s	
15	Fundamental Condition of GIS				
16					
17	GIS Type			Main Bus=Three phase/ Other=single phase	
18	Rated Voltage		kV	252	
19	Lightning Impulse withstand Voltage	To Earth	kV	± 1050	
		Across the Contacts	kV	$\pm 1050(+200)$	
20	Power Frequency withstand Voltage	To Earth	kV	460	
		Across the Contacts	kV	460+146	
21	Rated Frequency		Hz	50	
22	Rated Current				
23	Main Bus		A	4000	
24	Transformer circuit		A	4000	
25	Line Feeder		A	4000	
26	Rated Breaking current		kA	50	
27	Rated Short Time withstand Current		kA	3s, 50kA	
28	Rated short circuit making Current		kA	135	
29	Radio Interference Voltage			Not more than 1000 μ v	
30	Partial Discharge Test			≤ 5 pC , Insulator ≤ 3 pC	
31	Moisture Content in SF ₆	GCB	ppm	150	
		GIS	ppm	500	
32	SF ₆ Gas Leak Test			0.5% / year	

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APPENDIX 2
THE DETAILED SPECIFICATION OF A MODEL

No.	Item	Unit	Technical Parameters	Remark
33	GCB			
34	Type		SF ₆ Insulated	
35	Rated Current	A	4000	
36	Rated Breaking Current	kA	50	
37	Line Charging Current	A	125	
38	Cable Charging Current	A	250	
39	Rated Short Time withstand Current	kA	3s,50kA	
40	Rated Short Circuit making Current	kA	135	
41	First Pole to clear factor		1.3	
42	Rated Break Time	ms	≤ 50ms	
43	Rated Opening Time	ms	≤ 30ms	
44	Rated Closing Time	ms	≤ 100ms	
45	Timing difference between poles at Operation	ms	(5/3)	
46	Operation Duty			
47	Line Feeder (with reclosing)		O-0.3s-CO-180s-CO	
48	Transformer Feeder (without reclosing)		O-0.3s-CO-180s-CO	
49	SF ₆ Gas Pressure(kg/cm ² at 20°C)		6	
50	Trip coil Q'ty		2	
51	Control Voltage	V	DC220	
52	Voltage source of motor	V	AC220 (With Rectifier)	
53	Operation method		Motor-Spring	
54	Mechanical Life Time	Times	10,000	
55	Interrupting operation times at normal current	Times	2,000	
56	Interrupting operation times at short circuit	Times	20	
57	Closing/ Trip Coil current	A	5A at DC110V	
58	Noise Level	Indoor	db	≤ 110
		Outdoor	db	≤ 110
59	Withstand Voltage Test for Control Circuit	AC	kV	2
		IMP	kV	5
60	Withstand Voltage Test for Motor Circuit	AC	kV	2
		IMP	kV	4.5
61	DS			
62	Operation Method		Motor	
63	Rated Current	A	4000	
64	Rated short time withstand current	kA	3s,50kA	
65	Rated closing current	kA	135	
66	SF ₆ Gas Pressure(kg/cm ² at 20°C)		6	
67	busbar Transfer Current	A	1600 at 100V	
68	Small Inductive Current	A	1	
69	Bus charging Current	A	0.5	
70	Mechanical Life Time	Times	10,000	
71	Voltage source of Motor	V	AC220 (With Rectifier)	
72	DS Contactor type		Plunger Type	
73	Operation Time	S	< 2s	

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[Signature]

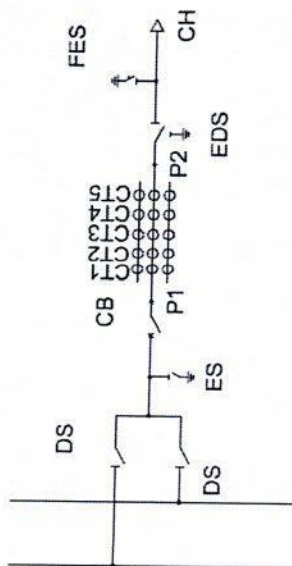
APPENDIX 2
THE DETAILED SPECIFICATION OF A MODEL

No.	Item	Unit	Technical Parameters	Remark
74	HSES			
75	Operation Method		Motor wound spring	
76	Rated closing current	kA	135	
77	Rated short time withstand current	kA	3s,50kA	
78	SF ₆ Gas Pressure(kg/cm ² at 20°C)		6	
79	Electrostatic coupling current		15kV · 10A	
80	Electromagnetic coupling current		15kV · 160A	
81	Mechanical Life Time	Times	10,000	
82	Voltage source of Motor	V	AC220 (With Rectifier)	
83	Contactor Type		Tulip Type	
84	Operation Time		1.Less than 8s (including motor charging time) 2.Less than 0.2s for closing without motor	
85	Maintenance ES			
86	Operation Method		Motor	
87	Rated short time withstand current	kA	3s,50kA	
88	SF ₆ Gas Pressure(kg/cm ² at 20°C)		6	
89	Mechanical Life Time	Times	10,000	
90	Voltage source of Motor	V	AC220 (With Rectifier)	
91	Contactor Type		Plunger Type	
92	Operation Time	S	<2s	

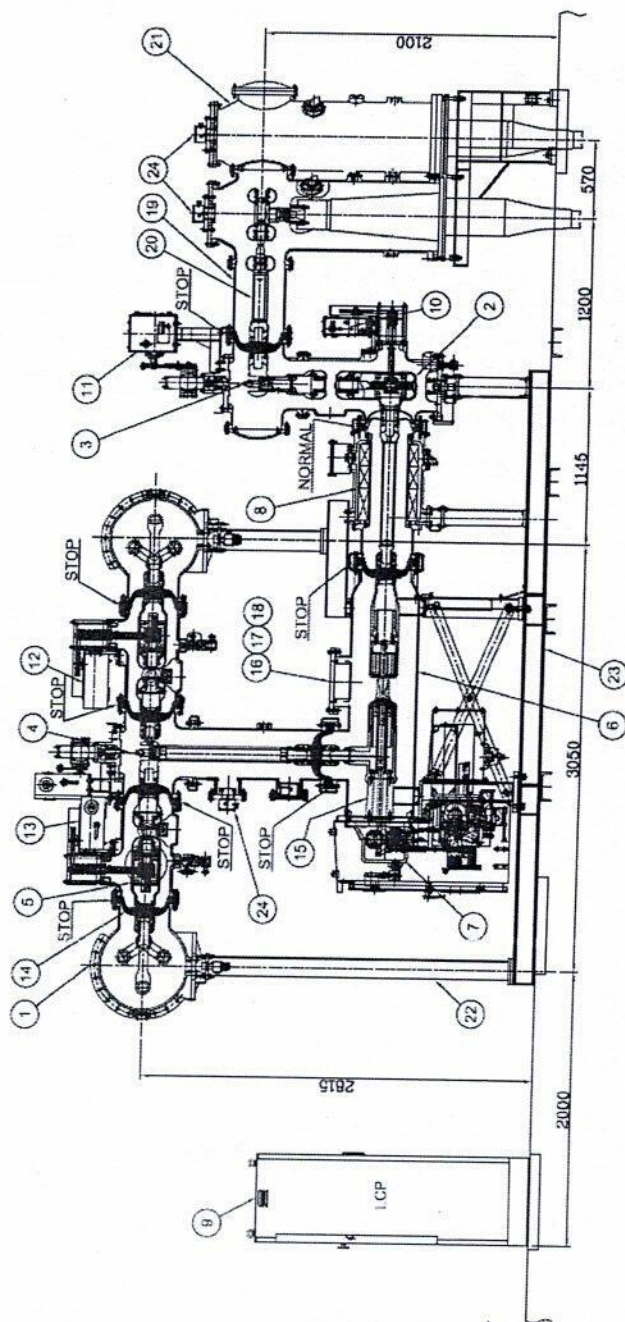
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252kV 50kA GIS TCA Equipment Layout Drawing



SINGLE LINE DRAWING



EQUIPMENT LAYOUT DRAWING

Item	Name	Specification/Material
1	Bus bar	252kV 4000A/Aluminum
2	Disconnecting switch with earthing switch	252kV 4000A
3	High speed earthing switch	252kV
4	Earthing switch	252kV
5	Disconnecting switch	252kV
6	Circuit breaker	252kV 4000A
7	operating mechanism box (Circuit breaker)	252kV 4000A 50kA
8	Current transformer	Mild steel
9	Local control Panel	Mild steel
10	operating mechanism box (EDS)	Mild steel
11	operating mechanism box (HSES)	Mild steel
12	operating mechanism box (ES)	Mild steel
13	operating mechanism box (DS)	Mild steel
14	Insulation spacer(stop)	Epoxy resin
15	Insulation support	Epoxy resin
16	Hand hole cover	Mild steel
17	Absorbent	Synthetic zeolite
18	Absorbent box	Aluminum
19	Enclosure	Aluminum
20	Conductor	Aluminum
21	Cable head enclosure	Aluminum
22	Supporting structure	Mild steel
23	Common base	Mild steel
24	Partial discharge couplers	

APPENDIX 4

THE CONTENTS OF TECHNICAL DOCUMENTS

No.	Contents	Term(Month)	Remarks
1	252kV GIS Full assembling drawings and unit assembling drawings (Typical)	1	Standard 1 bay
2	252kV GIS Parts drawings (Typical)	1	Ditto
3	252kV GIS Layout and foundation drawings (Typical)	1	Ditto
4	252kV GIS Gas section drawings (Typical)	1	Ditto
5	252kV GIS Electric circuit drawings	1	One sample project
6	252kV GIS Operation and maintenance manuals	1	
7	252kV GIS Assembly procedure	1	
8	252kV GIS Production check sheet	1	
9	252kV GIS Inspection and testing procedure	1	

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