

# Purchase Order

## Cover Page

PO2114511351

<b>Business Unit</b>	InstaKart Services Private Limited	Send Invoices in <b>ORIGINAL</b> to the following address:
<b>Order Contact</b>	<b>Sagar. T</b> E-mail <a href="mailto:t.sagar@flipkart.com">t.sagar@flipkart.com</a>	MAHINDRA INTEGRATED BUSINESS SOLLUTIONS PVT LTD TOWER A, GROUND FLOOR, EMBASSY TECH VILLAGE, DEVARABEESANAHALLI VILLAGE, VARTHUR HOBLI, OUTER RING ROAD, BENGALURU EAST BENGALURU - 560103
<b>Buyer Registration Details</b>	(GST/QST/HST) 19AADCI8374D1ZD	
<b>Supplier</b>	MIMANSA RISK CONSULTING OPC PRIVATE LIMITED	
<b>Supplier Registration Details</b>	GSTN 29AAHCR3959D1Z2	

### General Guidelines

1. Seller/Service Provider must NOT be executed based on email or verbal communication by Flipkart Group of Companies (hereinafter referred to as "Purchaser")
2. A Purchase Order (PO) is the ONLY acceptable documents for timely processing of Invoice(s)
3. The Invoice value/ Cumulative of Invoices should be within the designated PO Value.
4. Invoice(s) received without proper supporting information are liable for rejection and affects payment time.
5. Seller/Service Provider ledger statement must be shared on quarterly basis or on request of Purchaser for reconciliation activity. Ledger statement must be sent to the email ID - vendor.reco@flipkart.com
6. Seller/Service Provider shall at all times be compliant with the Purchaser's policy on Ethics (Code of Conduct) and the Policy on Anti-Financial Crime.

### Anti-Financial Crime and Ethics Policies

- A. Purchaser and its group Companies and associates are committed to operating its businesses conforming to the highest moral and ethical standards. The Seller/Service Provider is required to be committed to acting professionally, fairly and with integrity in all its business dealings and relationships wherever it operates, and to implementing and enforcing effective systems to counter bribery and unethical practices. The Seller/Service Provider hereby represents and warrants that it agrees to and shall comply with the terms On Anti-Bribery And Anti-Corruption, Anti-Money Laundering And Export Controls of this PO.
- B. In the event the Seller/Service Provider has any ethical enquiry or concern; or if the Seller/Service Provider notices any violation of the Flipkart Code of Conduct or the foresaid Annexure A, you may report the same to Purchasers ethics committee at the following:

Mode \ Entity	Flipkart	Mynta	Jabong	PhonePe	Jeeves
Telephone Hotline Number	1800-102-1482	1800-102-1482	1800-102-1482	1800-102-1482	1800-102-1482
Email ID	<a href="mailto:ethics@Flipkart.com">ethics@Flipkart.com</a>	<a href="mailto:ethics@Mynta.com">ethics@Mynta.com</a>	<a href="mailto:ethics@Flipkart.com">ethics@Flipkart.com</a>	<a href="mailto:ethics@phonepe.com">ethics@phonepe.com</a>	<a href="mailto:ethics@Flipkart.com">ethics@Flipkart.com</a>
Website	<a href="http://flipkartethics.com">flipkartethics.com</a>	<a href="http://flipkartethics.com">flipkartethics.com</a>	<a href="http://flipkartethics.com">flipkartethics.com</a>	<a href="http://phonepeethics.com">phonepeethics.com</a>	<a href="http://flipkartethics.com">flipkartethics.com</a>

***This Purchase order is system generated and does not require a seal and signature.***

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<b>Supplier</b>	MIMANSA RISK CONSULTING OPC PRIVATE LIMITED
<b>SupplierAddress</b>	#55, 4th Cross, 8th Main, 3rd Block J Extension koramangala BANGALORE-560034 Karnataka INDIA

Order	PO2114511351
Ordered Date	13-JAN-2021
Change Order	0
Change Order date	13-JAN-2021
Revision	0
Ordered	198,748.00 INR

Bill To Address	Mouza Simla old Delhi Road Mouza Simla Hoogly West Bengal-712249 West Bengal INDIA
Ship To Address	Diamond Logistics Hub, Durgapur Expressway, Mouza - Joykrishnapur and Kapasaria, P.O - Chanditala, Hooghly, West Bengal Hooghly-712306 West Bengal INDIA

<b>For Invoice Payment Status/Queries</b> <b>Email:</b> <a href="mailto:vendor.helpdesk@flipkart.com">vendor.helpdesk@flipkart.com</a> <b>Phone:</b> 080-67980333/080-37786333		
<b>Accounts Payable Escalation Matrix</b>		
Level	SPOC	Email ID
1 <sup>st</sup>	Andrew Bora	andrew.mibs@flipkart.com
2 <sup>nd</sup>	VHD Escalation	vhd-escalations@flipkart.com
3 <sup>rd</sup>	Shivaprasad T R	shivaprasad.r@flipkart.com
4 <sup>th</sup>	Nitesh Agarwal	nitesh.aggarwal@flipkart.com

Notes INR = Indian Rupee

Special Terms and Conditions, GST Extra as applicable.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	37463	PAY BY 30 DAYS			
Confirm To				Deliver To Contact	
Bhaskar Rao Pawar				Sagar. T	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Consulting Fee for FA,PA and FAS (Including yellow paint and safety signages) for Diamond logistics Kolkata_3458 (From 1st Sep 2020 to 31st Dec 2020)	198,748.00				
	Promised					198,748.00
	Requested					
	23-Jan-2021					
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.					
	Line Total				198,748.00	
	Total				198,748.00	

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## TERMS & CONDITIONS:

### InstaKart Services Private Limited

#### General Terms and Conditions of Purchase Order

##### 1. Formation; Offer; Acceptance; Exclusive Terms.

A. Each purchase order (the "Order"), together with these Terms and Conditions (the "Terms and Conditions") is an offer by Instakart Services Private Limited (the "Purchaser") to the party to whom such Order is addressed and such party's applicable affiliates and subsidiaries (the "Seller / Service Provider") to enter into the agreement it describes and it shall be the complete and exclusive statement of such offer and agreement. An Order does not constitute an acceptance by the Purchaser of any offer or proposal by the Seller / Service Provider, whether in the Seller's / Service Provider quotation, acknowledgement, invoice or otherwise. In the event that any Seller / Service Provider quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Order.

B. An individual contract is formed when the Seller / Service Provider accepts the Order of the Purchaser. Each Order shall be deemed accepted upon accepting the terms and conditions of such Order by the Seller / Service Provider by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of the Seller / Service Provider that recognizes the existence of a contract pertaining to the subject matter hereof.

C. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise agreed between the Parties in a contract for the purposes of this Order ("Framework Agreement"), or expressly referenced on the Order as "Special Terms and Conditions". No purported acceptance of any Order on terms and conditions of the Seller / Service Provider which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon the Purchaser and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless the Seller's / Service Provider's offered terms or conditions are accepted in a physically signed writing (a "Signed Writing") by the Purchaser's authorised signatory. In the event of a conflict or discrepancy between these Terms and Conditions, the Framework Agreement or the Special Terms and Conditions, the terms expressly agreed in the Special Terms and Conditions shall prevail followed by the Framework Agreement and these Terms and Conditions in descending order of precedence.

D. All invoices shall be paid in accordance with the payment conditions stated in the Purchase Order. Purchaser shall be responsible to make the payment within the timeline as may be prescribed in the Purchase Order, **calculated from the date of the receipt of the invoice**. In the absence of any specific conditions/timelines, all payments will be made within thirty days from the receipt of the invoice.

##### 2. Applicability of Terms and Conditions.

A. These Terms and Conditions, as may be amended from time to time apply to the purchase by the Purchaser of all goods and/or services, as applicable, from the Seller / Service Provider as described on the face of each Order (collectively the "Goods / Services") or on any document expressly referenced on the face of such Order describing such Goods / Services.

B. These Terms and Conditions apply to all Seller / Service Providers under a single Order.

##### 3. Quantity and Duration.

A. The quantity applicable to each Order and its duration are specified on the face of the Order. For all the Orders, the Purchaser shall specify the quantities needed, delivery locations, and dates. The Seller / Service Provider acknowledges and agrees that, notwithstanding anything in any Order to the contrary, the Seller / Service Provider is obligated to provide Goods / Services to the Purchaser in at least the quantity and for at least the period specified in Order. Purchaser will have no obligation or liability beyond, the quantity specified in the Order.

##### 4. Cost and Quality.

A. Prices charged for Goods listed on the Order are not subject to increase, including specifically any increase based upon changes in raw material or component pricing, labour or overhead or any other reasons, unless specifically agreed to by the Purchaser on the face of an Order amendment or in a Signed Writing by the Purchaser's Authorized Person(s).

B. The Seller / Service Provider represents that the price charged to the Purchaser for Goods is at least as low as the price charged by the Seller / Service Provider to Purchasers of a class similar to the Purchaser under conditions similar to those specified in the Order and that all prices comply with all applicable governmental laws and regulations in effect at

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the time of quotation, sale and delivery.

C. The Seller / Service Provider agrees that any price reduction implemented by the Seller / Service Provider for any Goods or related charges will apply to all shipments of such Goods under the Order or any Order amendment from and after the Seller / Service Provider's implementation of the price reduction.

D. The Seller / Service Provider shall ensure that the price charged to the Purchaser for Goods remains competitive with the price for similar goods available to the Purchaser from other Seller / Service Providers.

E. The Seller / Service Provider shall meet all quality requirements of the Purchaser.

## 5. Delivery.

A. Deliveries shall be made both in quantities and at times specified on the Order or on Releases furnished by the Purchaser. Time and quantity of the delivery are of the essence of each Order. The Seller / Service Provider shall adhere to shipping directions specified on the Order or Releases. The Purchaser shall not be required to make payment for Goods / Services delivered to the Purchaser that are in excess of ordered quantities and delivery schedules specified in the Order. The Purchaser may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle the Seller / Service Provider to a modification of the price of Goods covered by any Order. With each delivery, the Seller / Service Provider shall be deemed to have made the representations, warranties and covenants as contained herein under these terms and conditions.

B. Notwithstanding any agreement, delivery shall not have occurred and the risk of loss / title to goods / services shall not have shifted to the Purchaser until the Goods / Services have been delivered to the Purchaser's applicable facility and have been accepted at that facility.

C. Invoices from the Seller / Service Provider shall be accepted for payment only if Purchaser's Order Number is quoted along with Sales Tax / VAT / Service tax Forms or any other necessary documentation, as the case may be, as may be applicable.

**6. Correspondence.** Seller / Service Provider shall place Purchaser's applicable Order number on all notices, correspondence, invoices, packing slips and packages pertaining thereto. All written correspondence other than invoices shall be sent to the attention of the person identified as the "Purchaser" on the order, addressed to InstaKart Services Private Limited, Buildings Alyssa, Begonia & Clover, Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village, Bengaluru – 560103, Karnataka, India. All invoices shall be sent to the attention of the Accounts Payable Department at respective Purchaser offices.

## 7. Goods & Service Tax (GST)

I. All amounts due under this PO exclude any applicable indirect taxes including Central Goods and Services Tax, State Goods and Services Tax, Integrated Goods and Services Tax. Such amounts (including but not limited to service fee, damages, interest payments on overdue amounts) shall be charged additionally to the Instakart Services Private Limited and Instakart Services Private Limited shall be required to pay such amounts.

II. The invoice shall be raised by the Supplier within 30 days from the date of completion of the service rendered prior to the appointment date 1st July 2017 of Goods and Services Tax Act 2017, in case of any breach in aforesaid timelines and there is a loss of any tax credits to the Instakart Services Private Limited, such losses shall be duly indemnified by the Supplier.

III. The invoice shall be duly raised by the Supplier within the time as prescribed under Goods and Service Tax Act 2017.

IV. The tax amount portion of the invoice shall be paid by Instakart Services Private Limited only after the Supplier has provided sufficient proof that the amount for the Goods and Services Tax charged in the invoice is declared in Form GSTR-1 and Form GSTR-3 and the taxes have been paid. In case the Supplier fails to pay such taxes or has not provided Instakart Services Private Limited proof of their tax clearance, Instakart Services Private Limited shall withhold the payments for the subsequent month.

## 8. GST Details

GSTIN	PPOB Address
Andhra Pradesh 37AADCI8374D1ZF	D. No. 3-28/2, Kumar Swami Industries Road, Enikiepadu, Vijaywada, Andhra Pradesh- 521108

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Arunachal Pradesh	12AADCI8374D2ZQ	E Sector, Arunachal Pradesh, Papum Pare, Arunachal Pradesh, 791111
Assam	18AADCI8374D1ZF	Dag No.560 (old)/70 (New), Patta No.91(Old)/147(New), situated at Revenue Village - Boragaon, Mouza - Beltola, District - Kamrup (M), NH-37 , Guwahati, Assam-781035
Bihar	10AADCI8374D1ZV	Plot No 107 130 Khasra Nos. 462 463, Transport Nagar, Patna, Bihar-800026
Chandigarh	04AADCI8374D1ZO	SCO 24, Chandigarh, Chandigarh, Chandigarh, 160002
CHATTISGARH	22AADCI8374D1ZQ	SP Cold Storage, Near Bilaspur Railway Crossing, Khamtarai, Raipur, Chhattisgarh-492001
Dadra and Nagar Haveli	26AADCI8374D1ZI	Shop No. 21 22, Silvassa, Dadra & Nagar Haveli, Dadra and Nagar Haveli, 396230
Daman and Diu	25AADCI8374D1ZK	HOUSE NO. 240/D -29, SURVEY NO. 761 1 2 3 7, VAPI
Delhi	07AADCI8374D2ZH	Plot No 435, Mahipalpur, South West Delhi, Delhi, 110037
Goa	30AADCI8374D1ZT	Plot No.L-129, Phase-III, Verna Industrial Estate, Verna, Salcette, Goa-403722
Gujarat	24AADCI8374D1ZM	Survey No. 40/41,, Near Gallops Industrial Park, Changodar - Bavla, Highway, Ahmedabad, Gujarat, 382213
Haryana	06AADCI8374D1ZK	219/15, Bohra Kalan, Ward No-67, Tehsil Pataudi, Gurgaon, Haryana-122413
Himachal Pradesh	02AADCI8374D1ZS	Khasara No.370, 376, 377, 386, 387, 388, 389, 401, 414, , Kusumptoni, Shimla, Himachal Pradesh, 171009
Karnataka	29AADCI8374D2ZB	1st Floor, No 111, BMC, Koramangala, Bengaluru (Bangalore) Urban, Karnataka, 560095
JAMMU & KASHMIR	01AADCI8374D1ZU	2nd Floor, 2 D/C, Gandhinagar, Jammu & Kashmir-180004
Jharkhand	20AADCI8374D2ZT	Pradeep Flour Mills Compound, Upper Chutia, Ranchi, Jharkhand, 834001
Karnataka	29AADCI8374D1ZC	111, First Floor, Brigade Manae Court, Ward No-67, Industrial Layout, Koramangala, Bangalore, Karnataka-560034
Kerala	32AADCI8374D1ZP	CC No 17/319A, Thrikkakara, North Village, 17 Se Port-Airport Road, Cusat, Ernakulam, Kerala-682022
Maharashtra	27AADCI8374D1ZG	Block No B6 & B8 Acorn Warehouse And Logistics Park Opp Dive Petrol Pump Nh-3 Mumbai Nashik Highway Bhiwandi, Dive Anjur Village, Bhiwandi, Maharashtra-421302
Meghalaya	17AADCI8374D1ZH	4th Floor, Near BSNL Office and Opp to Lady Hydric park, West Khasi Hills, Meghalaya, 793001
Mizoram	15AADCI8374D1ZL	H/NOA-11-105, AIZAWL, Aizawl, Mizoram, 796014
Madhya Pradesh	23AADCI8374D1ZO	37-38, Dewas Naka A.B. Road, Indore, Madhya Pradesh, 452010

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Odisha	21AADCI8374D1ZS	Plot No.A/69, Ground Floor, Mallick Commercial Complex, Unit III, Karvel Nagar, Khodra,Bhubaneshwar,Odissa-751001
PONDICHERRY	34AADCI8374D1ZL	Ground Floor, No 22, ECR Main Road, Puducherry, Pondicherry, Puducherry, 605008
Punjab	03AADCI8374D1ZQ	NO 1211., Janta Nagar, Ludhiana, Punjab, 141003
Rajasthan	08AADCI8374D2ZF	Plot No-128, Near Jhotwara Police Station, Jaipur, Rajasthan, 302006
Sikkim	11AADCI8374D1ZT	Teen Thaley Lower Tadong, P.S. Ranipool, Gangtok, West Sikkim, Sikkim, 737102
Tamil Nadu	33AADCI8374D1ZN	Kamak Tower, 4th Floor, SP-12, Thiru Vi Ka, Indusrtrial Estate, Guindy,Chennai,Tamil Nadu-600032
Telangana	36AADCI8374D1ZH	SVSS Constructions, H. No.7-2-1813/5/A/1, SVSS Nivas, Czech Colony, Sanathangar,Hydrabad,Telangana-500018
Tripura	16AADCI8374D1ZJ	Ananta Bhawan, Agartala, West Tripura, Tripura, 799004
Uttar Pradesh	09AADCI8374D1ZE	B1/18, Sector H, Near Purania Chowk, Aliganj,Lucknow,Uttar Pradesh-226001
Uttarakhand	05AADCI8374D1ZM	251, Niranjan Pur, GMS Road, Dehradun, Uttarakhand-248001
West Bengal	19AADCI8374D1ZD	230,231,234,235,236,247,248, 251,252,253,254,255,256, 262 and 263 JL No 18, Mouza Simla, NH 2, Old Delhi Road P S Serampore, West Bengal- 712249

## 9. Infringement.

- A. The Seller / Service Provider expressly warrants that all Goods / Services covered by each Order will not and do not infringe on any patent, trademark, copyright or other intellectual property of any third party.
- B. The Seller / Service Provider:
- i. agrees to defend, hold harmless and indemnify the Purchaser and its Customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark, copyright or other proprietary right by reason of the manufacture, use or sale of the Goods ordered, including infringement arising out of compliance with specifications furnished by the Purchaser or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from the Seller / Service Provider's actions; and
  - ii. waives any claim against the Purchaser and its Customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against the Seller / Service Provider or the Purchaser for infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by the Purchaser.

## 10. Warranty.

- A. The Seller / Service Provider expressly warrants that all Goods / Services covered by each Order will conform to all industry standards, laws and regulations in force in countries where Goods / Services are to be sold and that all Goods / Services will be merchantable, of good material and workmanship and free from defects. In addition, the Seller / Service Provider acknowledges that the Seller / Service Provider knows the Purchaser's intended use and expressly warrants that all Goods / Services covered by each Order will be fit and sufficient for the particular purpose intended by the Purchaser.
- B. Services under the Order, the Seller / Service Provider shall convey good title to the Purchaser, free and clear of all

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liens, claims or other encumbrances.

C. Seller / Service Provider warrants that all goods / services delivered under this order shall be free from defects in workmanship and material and fit for the purposes for which such goods / services are intended. The foregoing warranties shall remain in effect for a period of one (1) year after Purchaser's Acceptance of Goods / Services or Seller / Service Provider's warranty, whichever is higher. Notwithstanding the foregoing, in the case of any latent defect or any defect caused or concealed by fraud or negligence, Seller / Service Provider shall repair or replace said defective Goods / Services with conforming Goods / Services. Failing which Purchaser reserves the right to reject the Goods / Services in full. The decision of Purchaser shall be final in this regard. After the receipt and Acceptance of conforming Goods / Services, the warranty period shall be extended until the one (1) year anniversary of such Acceptance date. As a remedy for breach of any of the foregoing warranties, Purchaser may elect, at Purchaser's option, (a) the prompt repair, or replacement of non-conforming Goods or re-performance of Services, which shall be accomplished by Seller / Service Provider at no charge to Purchaser; (b) modification or adaptation of the non-conforming Goods / Services at Seller / Service Provider's expense; or (c) return of the non-conforming Goods or rejection of Services performed and a full refund to Purchaser of the aggregate purchase price paid by Purchaser.

D. In addition to the warranties set forth above, Seller / Service Provider warrants that all Goods / Services delivered shall be free of any claim that such Goods / Services infringes any patent, copyright, trade secret, or other intellectual property right of any third party

E. The rights and remedies of Buyer provided in this Paragraph are in addition to, and do not limit, any rights afforded to Purchaser under any other Paragraph of these Terms and Conditions or by law.

## 11. Changes.

A. The Purchaser reserves the right at any time to direct changes, or cause the Seller / Service Provider to make changes, to the Goods / Services under any Order or Order amendment, including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packing and shipping and the date or place of delivery of the Goods / Services covered by the Order or to otherwise change the scope of the work covered by the Order including work with respect to such matters as inspection, testing or quality control, and the Seller / Service Provider agrees to promptly make such changes.

B. Any such changes shall be deemed not to affect the time for performance or cost under the Order

C. Without the prior approval of the Purchaser on the face of an Order amendment or in a Signed Writing by the Purchaser's Authorized Person's, the Seller / Service Provider shall not make any changes to any Order or the Goods / Services covered by the Order

D. Seller / Service Provider acknowledges & agree that Purchaser may retract such instruction at any time prior to the physical delivery and acceptance of the Goods/ Services by Purchaser or vary it, without any liability to Purchaser for any loss suffered by the Seller/Service Provider. (b) FIPL shall be entitled to rescind the contract wholly or in part if delivery of the goods is not made in accordance with the terms of the contract without taking any formal steps such as the sending of a formal demand notice or other. Time limit for dispatch shall run from the date of acceptance of the order.

E. Further Purchaser shall also be at liberty to cancel, curtail, or postpone the purchase of Goods / Services due to existence of any Force Majeure conditions.

## 12. Indemnity:

A. Seller / Service Provider shall indemnify, defend and hold Purchaser, its affiliates, and its customers harmless against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising from or related to (i) any breach or alleged breach of the warranties made by Seller / Service Provider herein, and/or (ii) the negligence, recklessness or misconduct of Seller / Service Provider or any of its employees or agents in performing the Services (at Purchaser's facilities or elsewhere). Purchaser will notify Seller / Service Provider of any such claim and permit Seller / Service Provider, at Seller / Service Provider's sole expense, to defend or settle such claim. Purchaser shall have the right to participate at its own expense in the defense of such claim or action, including any related settlement negotiations. No such claim or action may be settled or compromised without Purchaser's express written consent, which may be conditioned upon the execution of a release of all claims against Purchaser by the party(ies) bringing such claim or action. Purchaser shall have the right to withhold from payments due to Seller / Service Provider the amount of Purchaser's costs of defending any such claim or action, plus reasonable additional amounts, as security for Seller / Service Provider's obligations under this paragraph.

B. The Seller/ Service Provider will indemnify Purchaser against: a) Any loss, damage, cost, expense or liability sustained by Purchaser as a result of the failure of the Seller/Service Provider to perform the Services or supply the Goods / Services in accordance with the Order, breach of statutory duty, breach of contract or other act or omission of the Seller/Service Provider and c) any loss, expense or damage that Purchaser may suffer if a product recall is initiated by

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Purchaser or under the Order of a Court/ competent authority , due to the use or sale to customers of Goods / Services supplied by the Seller / Service Provider.

**13. Confidentiality & Publicity.** Except as necessary for its performance under the Order, Seller / Service Provider shall not disclose to any person (including but not limited to any company affiliated with Seller / Service Provider and any subcontractor of Seller / Service Provider), reproduce, or use any information furnished by Purchaser to Seller / Service Provider under the Order (whether or not marked as confidential or proprietary), and, at Purchaser's request, Seller / Service Provider shall return all such information to Purchaser. All drawings or technical particulars supplied to Seller / Service Provider by Buyer are to be kept confidential and no part of it should be shared with anyone other than authorized persons. The liability of the damage caused due to negligence of any of present or ex- employees would be on Seller / Service Provider's account. Further, Seller / Service Provider shall not issue any news release, advertisement, publicity, or promotional material regarding the Order or Seller / Service Provider's relationship with Purchaser without Purchaser's prior written consent. The provisions of this Paragraph shall survive the termination or cancellation of any or all Orders.

**14. Assignment.** Seller / Service Provider shall not assign any of its rights or delegate any of its obligations under the Order without the prior written consent of Purchaser, and any assignment in violation of this provision shall be null and void. Notwithstanding the foregoing, Seller / Service Provider may assign claims for monies due or to become due under the Order without Purchaser's consent provided that Seller / Service Provider promptly furnishes Purchaser with a signed copy of all documentation evidencing such assignment and further provided that payment to any assignee shall be subject to setoff or recoupment of any present or future claim(s) that Purchaser may have against Seller / Service Provider. Regardless of any such assignment, Purchaser shall continue to deal directly with Seller / Service Provider with respect to all matters other than payment of monies due under the Order. Purchaser may assign all or a portion of its rights, duties, and obligations under the Order to any entity (i) with which Purchaser is affiliated (ii) into which Purchaser may be merged or reorganized, (iii) which is a Purchaser "spin-off," or (iv) to which all or a portion of Purchaser's capital stock or assets or those of a relevant business unit may be sold or assigned. There shall be no charge to Purchaser or the assignee for any assignment hereunder.

**15. Insurance.** Whenever Seller / Service Provider has in its possession property of Purchaser, Seller / Service Provider shall be deemed an insurer thereof and shall be responsible for its safe return to Purchaser. Seller / Service Provider shall also maintain at all times during performance of its work related to this Order adequate Workers' Compensation insurance to cover all of its general and special employees engaged in such work, including Employer's Liability coverage; insurance to insure against claims for injury to or death of persons or destruction or damage to property (including Purchaser's employees and property) which may arise from Seller / Service Provider's actions or omissions in the performance of its obligations under these terms and conditions. Such Commercial General Liability insurance shall specifically include contractual liability coverage; and Business Automobile Liability coverage including coverage for bodily injury and property damage for all owned, hired or non-owned vehicles. Seller / Service Provider shall have all insurance policies endorsed to waive the insurer's rights of subrogation in favor of Purchaser.

**16. Liability.** Notwithstanding anything contained in the order. or otherwise, Purchaser will not be liable to Seller / Service Provider with respect to the subject matter of the Order under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess in the amount paid by Purchaser to Seller / Service Provider in six months preceding the events or circumstances giving rise to such liability. In no event will Buyer be liable to Seller / Service Provider for any incidental, indirect, special, consequential damages or loss of profits arising out of or in connection with the Order, whether or not Purchaser was advised of the possibility of such damage. The limitations will apply notwithstanding any failure of essential purpose of any limited remedy provided herein. Nothing in the Order limits the other party's liability for bodily injury of a person, death, or physical damage to property or any liability which cannot be executed under applicable law.

**17. Applicable Law.** The Order shall be governed by the laws of India. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction at Bangalore and Courts of Bangalore shall have exclusive jurisdiction over the matters arising out of or in connection with this Order and the prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith.

## 18. Compliance with Laws.

### A. Compliance with Law and Policy

Seller/ Service Provider is aware that the Company belongs to a multinational retail group based in the United States of America and is familiar with the Company's Global Anti-Corruption Policy (the "Policy"), available at <https://flipkartethics.com>, <https://phonepeethics.com>, and <https://walmartethics.com>. Seller/Service Provider agrees that

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its performance under this Agreement will be in full compliance with the Policy and all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Accordingly, Seller/Service Provider agrees that in connection with its activities under this Agreement, neither Seller/Service Provider nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

## B. Annual Certification

Seller/Service Provider agrees to certify annually its compliance with the Policy and the applicable anti-corruption laws and regulations by executing a form supplied by the Company for this purpose.

## C. Audit Rights

Seller /Service Provider shall keep books, records, and accounts with sufficient detail and precision as to clearly reflect its transactions and the use or disposition of its resources or assets. Seller /Service Provider agrees that the Company has the right to audit the transactions related to Seller /Service Provider's execution of its obligations under this Agreement at any time and upon reasonable notice.

## D. Training

Seller /Service Provider agrees that its employees, workers, contractors, agents, shareholders, affiliates, advisors, or other persons acting on its behalf who will interact with government officials on the Company's behalf will participate in anti-corruption training, if requested by the Company.

## E. Subcontractors

The Company must provide Seller /Service Provider with prior written authorization before Seller /Service Provider hires any subcontractor to provide services in connection with this Agreement that would require interaction with any government entity or government official on the Company's behalf. In the event that the Company approves Seller /Service Provider's use of the proposed subcontractor, the subcontractor must agree, in writing, that in connection with its activities related to this Agreement, neither the subcontractor nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

## F. Right to Terminate

In the event that the Company determines, in its sole discretion, that Seller /Service Provider has engaged in conduct that violates the Policy or the applicable anti-corruption laws and regulations, the Company immediately shall have the right to suspend payment and to suspend or terminate the Agreement. The Company shall also have the right to suspend payment and to suspend or terminate the Agreement if Seller /Service Provider does not comply with the ongoing anti-corruption compliance obligations set forth in this Agreement or if Seller /Service Provider does not successfully complete periodic due diligence re-screening.

## G. Government Affiliations

Seller /Service Provider represents and warrants that neither Seller /Service Provider nor any of its directors, officers, partners, shareholders, employees, agents, or representatives is a government official. Seller /Service Provider represents that it has informed the Company of any close family relationships between any of its directors, officers, partners, shareholders, employees, agents, or representatives and any government officials. Seller /Service Provider agrees to notify the Company if (a) any such close family relationships arise during the term of this Agreement or (b) any director, officer, partner, shareholder, employee, agent, or representative becomes a government official during the term of this Agreement. Close family relationship means parents, siblings, spouses, spousal equivalents, and children.

## H. Material Change of Ownership or Management

If for any reason, Seller /Service Provider proposes to materially change ownership or management or its current shareholders or partners transfer control of Service Provider to a third party or a third party assumes control of Seller /Service Provider, Seller /Service Provider must notify the Company in writing of the change at least thirty (30) days after such change. In such case, Seller /Service Provider may be resubmitted through the due diligence and approval procedure for third-party intermediaries in accordance with the Company's Anti-Corruption Policy, of which Seller /Service Provider declares it is aware.

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## I. Form of Payment

The Parties agree that all payments made by the Company to Seller /Service Provider pursuant to this Agreement shall be made only after receipt by the Company of an invoice detailing the products or services for which Seller /Service Provider is seeking payment. All payments under this Agreement shall: (i) be made solely by check or wire transfer for the benefit of, and to the account of, Seller /Service Provider and not to any individual employee or representative of Seller /Service Provider; (ii) be denominated in the currency mentioned herein; and (iii) not be in cash or bearer instruments.

## J. Obligation to Provide Information

Seller /Service Provider agrees to provide timely information to the Company regarding any changes to the representations made in this Agreement. Seller /Service Provider also agrees that it will submit to periodic due diligence re-screening.

## K. Cooperation with Investigations

Seller /Service Provider agrees to provide assistance and cooperation in any investigations related to potential violations of the Policy or the applicable anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act.

**L. Trade Sanctions Compliance:** Subject to applicable laws and the Flipkart Group Trade Sanctions, Compliance policy attached as Appendix B, Seller /Service Provider shall ensure that no products are sourced or used in the manufacturing or in the provision of services which originate from any of the countries with which trade is restricted due to any of the prohibitions stated in the Flipkart Group Trade Sanctions Compliance policy. In addition to this, the Seller/ Service Provider shall ensure that no persons who are restricted under the Consolidated List, the Foreign Sanctions

Evaders List, the Iran Sanctions Act List are engaged by the  
or its subcontractors or agents for the provision of any services under this Order.

**19. Rights, Remedies and Waiver.** Purchaser's rights and remedies specified herein shall be cumulative, and in addition to any other rights and remedies available in law or equity. A waiver by Purchaser of any breach of any term hereof shall not constitute a waiver of any other breach.

**20. Miscellaneous Provisions.** No addition or modification of the Order shall be effective unless made in writing and signed by the respective representatives of Seller / Service Provider and Purchaser. Any delay or failure to enforce at any time any provision of the Order shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of the Order is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. The rights and remedies expressly provided to Purchaser herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.

## 21. Centralized Vendor Help Desk (VHD)

Vendor Help Desk is a central facility that will :

- 1 Receive all non-category invoices from Vendors in ORIGINAL (by courier / post)
- 2 Receive physical invoice, scan the invoice and coordinate GRN and requisite approvals
- 3 Confirm receipt and update payment status to Vendors
- 4 Respond queries from Flipkart employees and Vendors.

Original Invoices (for completed supplies or services) enclosed in a sealed envelope must be sent to following address:

**MAHINDRA INTEGRATED BUSINESS SOLUTIONS PVT LTD.**

**TOWER A, GROUND FLOOR, EMBASSY TECH VILLAGE,**

**DEVARABEESANAHALLI VILLAGE, VARTHUR HOBLI,**

**OUTER RING ROAD, BANGALORE EAST**

**BANGALORE – 560103**

For Invoice Payment Status/ Queries:

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Email: vendor.helpdesk@flipkart.com

Phone No: 080-67980333 / 080-37786333

Please note that above address is only for invoices dispatch purpose and must not be mentioned/ printed on "Invoice (s)".

Invoices sent to VHD must have:

- 1 For goods - Delivery challan / Invoice copy with Delivery acknowledgement / Security Gate entry stamp
- 2 PO or a Service Request No (SR) – as applicable, legibly mentioned on the Invoice(s) with a copy attached
- 3 Contract / Agreement date (Number if available) based on which you were asked to submit invoice

Important points to remember :

- 1 A PO / SR and / or Contract / Agreements are the ONLY acceptable documents for timely processing of Invoice(s).
- 2 Supplies / Services must NOT be effected based on email or verbal communication by Flipkart.
- 3 Invoice(s) received without proper supporting information are liable for rejection and affect settlement time.

## Invoice Instructions/ Details to be Captured on Invoice

I. Supplier Information: Name, Address and GSTIN of the supplier

II. Invoice Number with a valid Invoice Date: Invoice no. can be consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters' hyphen or dash and slash

symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;

III. GSTIN Information: Name, Address and GSTIN or UIN, if registered, of the Recipient;

IV. In the event that the invoice is issued without manual signature or digital signature, Seller/Service Provider shall provide a declaration in the invoice for being compliant to the provision Information Technology Act, 2000. In the event the invoice is found to be deficient even at a later point of time, the Seller/Service Provider undertakes to make good for any loss (including tax, interest and penalty) or damage that may occur to Purchaser.

V. Buyer Information: Name and Address of the recipient and the address of delivery, along with the name of State

and its code, if such recipient is un-registered and where the value of taxable supply is fifty thousand rupees or more;

VI. HSN / SAC Information: HSN code of goods or Accounting Code of services (SAC);

VII. Goods / Services related information:

- o Description of goods or services;
- o Quantity in case of goods and unit or Unique Quantity Code thereof;
- o Total value of supply of goods or services or both;
- o Taxable value of supply of goods or services or both considering discount or abatement, if any;
- o Rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
- o Amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess)
- o Whether the tax is payable on reverse charge basis

VIII. Supplier to invoice as per PO. Supplier to seek PO amendment before executing any changes to qty / scope of

delivery / service that leads to variance in the rate, qty, value of the work vis-a-vis PO.

IX. Place of Supply: Place of supply along with the name of State, in case of a supply in the course of inter-State trade

or commerce;

o Address of delivery where the same is different from the place of supply;

*This Purchase order is system generated and does not require a seal and signature.*

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## Appendix B

### FLIPKART GROUP Trade Sanctions Compliance Policy Statement

Flipkart Private Ltd (Singapore) and subsidiary companies collectively referred to as "Flipkart Group", is committed to conducting its business with honesty and integrity, and in full compliance with all applicable laws, including U.S. statutes and regulations, and sanctions imposed by the Government of India that restrict dealings with certain individuals, organizations, and countries that are subject to embargoes or sanctions. We, at the Flipkart Group, expect every officer, director, employee, agent, supplier, seller, service provider, involved in any business transaction with the Flipkart Group to understand the basic elements of such laws and regulations and to comply with them at all times.

This Policy must be complied with, and applies to anyone transacting with, or on behalf of, the Flipkart Group. The transaction could be with manufacturers, sellers, service providers, supplier of goods or services to be resold or otherwise.

#### **Sanctions Regulations: -**

**Prohibited Parties:** All persons and entities indicated as blocked persons on the OFAC lists, including **entities directly or indirectly owned, 50 percent or more in the aggregate by one or more blocked persons are also considered blocked.** The following lists should be used for screening of transactions and potential transactions. These lists are:

1. Specially Designated Nationals and Blocked Persons List - As part of its enforcement efforts, OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals" or "SDNs."
2. [The Consolidated Sanctions List](#) - which includes individuals on OFAC's List of Specially Designated Nationals (SDNs); persons subject to Sectoral Sanctions; as well as individuals identified on other U.S. Government watchlists;
3. Any other list deemed appropriate for screening by Compliance from time to time.

**Prohibited Jurisdictions:** All transactions (including services) involving Cuba, Iran, North Korea, Syria, or the Crimea region of the Ukraine. These restrictions include transactions with (1) the Governments of Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine; (2) goods, services or technology going to or from Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine; and (3) persons located in Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine.

**Sanctions imposed by the Government of India:** The Government of India has also imposed certain sanctions under its Foreign Trade Policy. These sanctions include the following:

1. The import or export of arms and related materials from or to Iraq is prohibited (except after procuring a "No Objection Certificate" from the Department of Defense Production); and
2. Direct or indirect import of charcoal from Somalia is prohibited, irrespective of whether such charcoal has originated in Somalia.

#### **Suspicion of a Prohibited Party Transaction and Escalation Requirements:**

Flipkart Group and its associates must comply with this Policy to ensure that Flipkart Group is not engaging in transactions with a prohibited party or a prohibited country/territory. A transaction is any:

- exchange of goods, services, or technology;
- payment or receipt of funds; and / or
- contract that binds Flipkart Group.

Whenever any business unit identifies a transaction or potential transaction that involves a potentially prohibited party or jurisdiction, the business unit must immediately notify:

Chief Ethics and Compliance Officer; and  
the Group General Counsel.

#### **Recusal Policy for U.S. Persons:**

Flipkart Group will implement measures to reasonably ensure that directors, officers, and associates who are U.S. persons will not participate in (including the determination to decline or block) a transaction involving a non-U.S. person that would be prohibited under OFAC sanctions programs if conducted by a U.S. person. Examples of prohibited participation by a U.S. person include, but are not limited to, the following:

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- Altering operating procedures specifically and intentionally to permit a non-U.S. person to conduct business which a U.S. person could not conduct directly;
- Referring business opportunities or matters related to sanctioned countries to non-U.S. persons;
- Forwarding emails requesting action on a transaction involving sanctioned countries, entities, or individuals;
- Participating in meetings where there are discussions related to business, prohibited under OFAC regulations, in sanctioned countries.

A recusal measure occurs where the U.S. person states that he or she is prohibited under relevant law from participating in a particular transaction (this is a "recusal notice"). Non-U.S. persons must respect the U.S. person's recusal notice and must not further involve the U.S. person in the transaction if it proceeds. It is the responsibility of the individual U.S. person to provide a recusal notice when required under the circumstances. Where any question or uncertainty exists about whether a recusal is required with respect to a particular transaction, it is the responsibility of the U.S. person to seek guidance from Compliance and or Legal.

### Glossary:

- OFAC: The Office of Foreign Assets Control ("OFAC") of the United States Treasury Department administers and enforces economic sanctions programs against countries and groups of individuals, such as terrorists and narcotics traffickers.
- Prohibited Person: Prohibited Persons are those individuals and entities identified as targets of sanctions due to their role in supporting drug trafficking, terrorism, the proliferation of weapons of mass destruction, suppressing democracy or some other activity identified as a threat to the U.S. national security, economy or foreign policy.
- SDN: The Specially Designated Nationals ("SDN") list is the list of all Prohibited Persons under OFAC's sanctions regulations. It is updated regularly. These Prohibited Persons are sometimes referred to as "SDNs".
- Consolidated List: A consolidated screening list maintained by the Department of Commerce that includes the Department of Commerce's (1) Denied Persons List, (2) Unverified List, (3) Entity List, (4) Debarred Parties List, (5) Nonproliferation List, and (6) OFAC's SDN list.

**Flipkart Group**

**ENVIRONMENT, HEALTH & SAFETY**



**SAFETY COMPLIANCE CLAUSES**

This clause shall be applicable to Suppliers/Contractors/Vendors who are supplying the goods and services to Flipkart & its group companies.

The Supplier/Contractor/Vendor, henceforth called as Contractor shall:

- 1.1 Comply with Flipkart Group Environment, Health & Safety (EHS) Policy, Procedures, and applicable laws & regulations.
- 1.2 Give the highest regard to Environment, Health & Safety Compliance to avoid injury/ill health to any person or damage to property and focus on waste minimization & prevention of pollution.
- 1.3 Conduct risk assessment periodically and establish standards & controls to minimize the risk.
- 1.4 Monitor, evaluate and strive for continuous improvement of the EHS compliance performance.
- 1.5 Report all incidents related to Environment, Health & Safety to the Flipkart compliance team immediately and abide to further actions during the scope of contract/work.
- 1.6 Flipkart reserves the right to suspend or terminate this contract / work order in case of any willful violation observed during the work and penalties may be imposed as appropriate.

*\*Definitions:*

- a) *Flipkart – refers to entire Flipkart group which include FK India, Instakart, Myntra Jabong, Jeeves & F1 Info solutions*
- b) *EHS – Environment, Health & Safety*