

ORDER NO. PO3548

Issued on 2-Apr-2020 IST

Created on 2-Apr-2020 IST by Yogesh Bajirao Pawar

SUPPLIER:

Wings Brand Activations India Private Limited
No,236, Wings House, 5th Main, 2nd Block HRBR Layout, Bangalore - 560043

India

Contact: Suresh Babu

TOTAL AMOUNT**88,329.00 INR****SHIP TO:**

Bytedance (India) Technology Private
Limited.Mumbai
C-20, G Block, Bandra-Kurla Complex,
Mumbai
400051
India

BILL TO:

Bytedance (India) Technology Private Limited
2nd floor, 02-101,02-103,02-104,02-127,02-
107, WeWork Prestige Central, 36, Infantry
Road, Sampangi, Tasker Town, Shivaji
Nagar,Bengaluru (Bangalore) Urban,
Karnataka
Bangalore
560001
India

DELIVER TO:

Yogesh Bajirao Pawar

Account:

Account Name:

Payment Terms: Net 30

ProcurementType: Central Procurement

Need Sourcing?: Yes

Has RQ: No

Buyer GST ID: 27AAHCB4925F1ZQ

Additional Info: Please state PO number in all your invoices and send them to: 【procurement-payment@bytedance.com】

Tax ID:

LINE ITEM DETAILS (1 LINE ITEM)

NO.	DESCRIPTION	PART NUMBER	QTY	NEED BY	UNIT PRICE	DISCOUNT	NET AMOUNT	CHARGES	TAXES	EXTENDED AMOUNT
1	Event Management & Execution		1 each	-	88,329.0000 INR		88,329.00 INR			88,329.00 INR

Full Description: We had back to back Industry events in February & needed an Event Management agency to support with the Planning and execution of Lark booth design and Kiosk for 'Startup Contest' at the event.

- We have worked with Wings Activations and as they understand the deliverables well.
- They have a quick TAT to roll out projects; which was the critical requirement in this case
- We have negotiated the cost well and kept the pricing on similar lines as we had for RAI RLS Mumbai event, where procurement team was involved

Req. Line No.: 1

Requester: Yogesh Bajirao Pawar

PR No.: PR_A6960

Purpose:

Giveaways for Promotional Purposes: No

TOTAL AMOUNT**88,329.00 INR****TERMS AND CONDITIONS OF PURCHASE:**

STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDER

1. **TERMS.** This Purchase Order (referred as PO), together with any documents incorporated herein by reference, constitutes the entire agreement of the parties with respect to the PO, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the PO. Subject to the above-mentioned, this PO prevails if there is any inconsistency of terms in connection with the subject of this PO. The PO also applies to any repaired or replacement Goods/Services provided by Supplier hereunder.
2. **DELIVERY.** If Supplier delivers more or less than the quantity of Goods/Services ordered, Buyer may reject all or any excess Goods/Services. Any such rejected Goods/Services shall be returned at Supplier's risk and expense. All Goods/Services shall be delivered to the Delivery Address in accordance with the Delivery Date instructed by Buyer. Time is of the essence in the performance of this PO. Buyer shall have the right to terminate the PO immediately upon Supplier's failure to timely performance by providing written notice to Supplier and Supplier shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses attributable to Supplier's such failure.
3. **TITLE AND RISK.** Title and risk of loss shall pass to Buyer upon delivery of the Goods/Services to the Delivery Address. Supplier bears all risk of loss or damage to the Goods/Services until the full delivery of the Goods/Services to the Delivery Address.
4. **PACKAGE.** All Goods/Services shall be packed in accordance with Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods/Services are delivered in undamaged condition. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Supplier's expense.
5. **SHIPPING.** Delivery shall be made in accordance with the PO. Supplier shall give written notice of shipment to Buyer when the Goods/Services are delivered to a carrier for transportation. Supplier shall provide all shipping documents as required by Buyer.
6. **INSPECTION.** Buyer, at its sole option, may inspect all or part of the Goods/Services on or after the Delivery Date, and may reject all or any portion of the Goods/Services if it determines the Goods/Services are nonconforming or defective. If Buyer rejects any portion of the Goods/Services, Buyer has the right, effective upon written notice to Supplier, to: (a) rescind the PO in its entirety or proportion; (b) accept the Goods/Services at a reasonably reduced price; or (c) reject the Goods/Services and require replacement of the rejected Goods/Services. If Buyer requires replacement of the Goods/Services, any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Supplier's obligations under the PO, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions. Any lack of inspection does not relieve Supplier of any obligations in the PO.
7. **PAYMENT TERMS.** Supplier shall issue invoice as required by Buyer after the completion of delivery/performance only in accordance with the PO. Buyer shall pay all properly invoiced amounts due to Supplier pursuant to conditions specified in the Payment Order.
8. **WARRANTIES FOR GOODS/SERVICES.** Supplier warrants to Buyer that for a period of [24] months from the Delivery Date, all Goods/Services will: (a) be free from any defects in workmanship, material and design; (b) comply with laws, regulations, guidelines, policies, requirements as required under the laws or by the relevant authorities in the relevant jurisdictions where the Goods/Services are intended to be used; (c) conform to applicable specifications, drawings, designs, samples and other requirements specified by Buyer; (d) be fit for their intended purpose and operate as intended; (e) be merchantable; (f) be free and clear of all liens, security interests or other encumbrances; and (g) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties are cumulative and in addition to any other warranty provided by law or equity.
9. **WARRANTIES FOR SERVICES.** Supplier shall ensure the Services are provided: (a) in accordance with any applicable specifications in the PO and the Agreement; (b) at least to the same degree of accuracy, completeness, efficiency, quality, responsiveness and timeliness as provided by well-managed suppliers providing services similar to the Services; (c) promptly, using reasonable skill and care and in a professional and diligent manner; (d) any requirements specified by Buyer; and (e) Supplier shall procure that the Services are performed from the locations and to the Buyer's sites or such other locations as expressly agreed by Buyer in writing from time-to-time. These warranties are cumulative and in addition to any other warranty provided by law or equity.
10. **GENERAL INDEMNIFICATION.** Supplier shall defend, indemnify and hold harmless Buyer and Buyer's subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Buyer's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods/Services purchased from Supplier or Supplier's negligence, wilful misconduct or breach of the Agreement or this PO. Supplier shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.
11. **NON-COMPLIANCE.** If the Goods/Services are not in compliance of requirements of the PO or warranties set forth herein, Supplier shall, following receipt of Buyer's notice of noncompliance, at its expense, timely replace, repair or re-perform the nonconforming Goods/Services and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods/Services to Supplier and the delivery of repaired or replacement Goods/Services to Buyer. Otherwise, Buyer may replace them with Goods/Services from a third party and charge Supplier the cost thereof and is entitled to terminate this PO for cause pursuant to the terms herein.
12. **INTELLECTUAL PROPERTY INDEMNIFICATION.** Supplier shall, at its expense, defend, indemnify and hold harmless Buyer and any Indemnitee against any and all Losses arising out of or in connection with any claim that Buyer's or Indemnitee's use or possession of the Goods/Services, or receipt of the Services, infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Supplier enter into any settlement without Buyer's or Indemnitee's prior written consent.
13. **INSURANCE.** Except otherwise provided in Agreement, during the term of the PO, Supplier shall, at its own expense, maintain and carry insurance in full force and effect in accordance with good industry practice and the PO with financially sound and reputable insurers. Upon Buyer's request, Supplier shall provide Buyer with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in the PO. Supplier shall provide Buyer with [2] days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against Buyer and the Indemnitees.
14. **COMPLIANCE WITH LAW.** Supplier is in compliance with and shall comply with all applicable laws, regulations and ordinances (including without limitation export and import laws) where the transaction is executed. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement and this PO.
15. **TERMINATION.** Except otherwise provided in this PO, Buyer may terminate the PO, at any time with or without cause on [2] days' prior written notice to Supplier, either before or after the acceptance of the Goods/Services or receipt of the Services, with no other compensations to Supplier other than due payment.
16. **WAIVER.** Except as otherwise agreed by Supplier and Buyer, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the PO shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
17. **CONFIDENTIAL INFORMATION.** All non-public information disclosed by Buyer to Supplier, whether disclosed orally or disclosed or in written in whatever form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the PO is confidential, solely for the use of performing the PO and may not be disclosed or copied unless authorized by Buyer in writing.
18. **ASSIGNMENT.** Supplier shall not assign, transfer, delegate or subcontract any of its rights or obligations under the PO without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations hereunder. Otherwise, Buyer shall have the right to reject receipt of the Goods/Services and terminate the PO immediately.
19. **NOTICES.** All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this PO or to such other address that may be designated by the receiving party in writing.
20. **GOVERNING LAW AND DISPUTE RESOLUTION** any disputes or claims arising out of shall be governed by the laws of Buyer's country of incorporation and shall be subject to the exclusive jurisdiction of the courts of Buyer's country of incorporation.

Notification: Please state PO number in all your invoices and send email to both procurement-payment@bytedance.com and your Bytedance buyer.