PURCHASE ORDER GENERAL TERMS AND CONDITIONS

These Purchase Order General Terms and Conditions (hereinafter referred to as “these Terms and Conditions”) are applicable to enclosed Purchase Order entered into between the Customer and Supplier. Supplier’s execution of the Purchase Order or commencement of the performance shall constitute Supplier's acceptance of these Terms and Conditions.

1. Definition and Interpretation
2. In these Terms and Conditions, unless inconsistent with or otherwise indicated by the contrary, the following terms shall have the following meanings:

Client Group shall mean any other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity.

Delivery Date means the date or dates specified in the Purchase Order.

Goods (also referred to as “Deliverables”) refer to tangible deliverable goods purchased by the Client from time to time to be delivered on or before the Delivery Date.

Intellectual Property Rights means any and all tangible and intangible: (1) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (ii) trademark and trade name rights and similar rights; (iii) trade secret rights;

(iv) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force(including any rights in any of the foregoing).

Parties shall mean Client and the Supplier.

Personal **Information** means any information provided by Client or collected by Supplier in connection with the Purchase Order (a) that identifies or can be used to identify, contact, or locate the person to whom such information pertains; or (b) from which identification or contact information of an individual person can be derived. Personal Information includes, but is not limited to, name, address, phone number, fax number, e-mail address, social security number or other

government-issued identifier, and credit card information. Additionally, if any other information (e.g., a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Information, then such information is also Personal Information.

Term means the term of these Terms and Conditions detailed herein.

1. In these Terms and Conditions, a reference to a statute or statutory provision includes:
   1. any subordinate legislation under it;
   2. any repealed statute or statutory provision which it re-enacts (with or without modification); and
   3. any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.
2. A reference in these Terms and Conditions to: the singular includes the plural and vice

versa and words in one gender include both genders;

1. any party includes its successors in title and permitted assignees;
2. an “entity” includes any individual, firm, body corporate, association or partnership, government or state; and
3. a Clause or Schedule is to a clause of or schedule to these Terms and Conditions.
4. The headings of Clauses in these Terms and Conditions are for convenience onIy and shall not affect the interpretation.
5. To the extent of any conflict, the Clauses of these Terms and Conditions shall prevail over Purchase Order, unless explicitly stated otherwise.

(I) These Terms and Conditions overrides

and takes the place of any terms and conditions printed on the Supplier's invoices.

1. Description and Delivery of Goods

(a) Description of Goods

1. Supplier will provide Goods to the Client and the Client Group particularly described in the Purchase Order. Nothing contained herein shall constitute a minimum commitment by the Client to purchase Supplier's Goods hereunder and Supplier has not relied on any representation, oral or written, to the contrary. The Supplier shall, at its own expense:
   1. Obtain and maintain any approvals, licenses or registrations necessary to deliver the Goods; and
   2. Comply with all applicable and relevant laws including (export laws and regulations).
   3. The Client may at any time instruct the Supplier to make changes within general scope of the Deliverable including in any of the following: (i) specifications furnished by the Client; (ii) Supplier’s method of shipment or packing; (iii) the quantities of products ordered; and (iv) Delivery Date. If applicable, Parties shall mutually agree upon the increase or decrease in price and/ or time required for performance, in writing.

b) Acceptance of Deliverables

1. The Supplier shall send to Client written notification of the dispatch of Goods, including the date of dispatch. All Goods must be adequately protected for transport. The Supplier shall bear all packing and transport costs and expenses. Client may at any time before or after delivery, inspect the Goods. The Supplier shall remain fully responsible for the Goods and such inspection shall not relieve the Supplier of any of its obligations or prejudice Client’s rights, including but not limited to the right of rejection.
2. The Supplier undertakes at its own expense to repair or replace Goods lost or damaged in transit and delivery will not be deemed to have taken place until the defective part of the Goods have been remedied and/or made good to the satisfaction of Client.
3. If the Supplier is evidently unable to supply the Goods or Client anticipates the Supplier may not deliver the Goods on or before the Delivery Date with valid reason, Client may purchase those Goods from third parties and require the quantity ordered from the Supplier to be reduced or cancelled. The Charges shall be reduced proportionately and Client shall not be liable for any additional penalty, forfeitures or charges in relation to the reduction in quantities ordered.

**(c) Delivery, Installation and Title**

1. Unless otherwise expressly specified in the Purchase Order, all deliveries of Goods shall be delivered at the respective address of Client office for domestic shipment and delivered on DDP (Delivered Duties Paid) basis at the same office for international transport and on CIF (Cost, Insurance and Freight) basis for Sea and Inland Waterway transport on or before the Delivery Date. Client may refuse to accept the Goods delivered five (5) business days prior to such Delivery Date and Supplier shall incur all costs associated with returning such Goods. Unless otherwise agreed by the Client, delivery to any carrier shall not constitute delivery to client. Client is not bound to accept delivery of any goods in part or by installments.
2. In the event that the Supplier fails to deliver the Goods by the applicable Delivery Date, the Supplier shall be liable to pay delay compensation of 1% of the applicable Good’s value for each week or part thereof delay to the Client. However the penalty amount shall not exceed 5 % of the total value of the applicable Goods. In addition and without prejudice to the Client’s right to recover any other damages and terminate the Purchase Order (whole or in part) with immediate effect.
3. Client may at its option and without prejudice to its other rights, reject any Goods delivered either in excess of or deficient in quantity, defective or inferior in quality or not conforming with the description of Goods specified by the Client.
4. Where the work includes installation of the Goods, the Supplier shall follow all instruction given by the Client. Such installation shall take place and be completed on or before the delivery date or such other date as agreed between the parties in writing.
5. Title and risk of all Goods covered by the Purchase Order and these Terms and Conditions will be transferred to the Client upon delivery thereof to and acceptance thereof by the Client. Prior to that, the Client will have an exclusive lien on the Goods, to the extent of advance payments if any, made to the Supplier in respect thereof. Client's exclusive lien is without prejudice to its other rights available under the Purchase Order including these Terms and Conditions or at law/equity.
6. Client may hold any Goods rejected at Supplier’s risk and expense, including storage charges, while awaiting Supplier’s return's shipping instructions. Client may, in its sole discretion, destroy or sell at a public or private sale any rejected Goods for which the Client

does not receive shipping instructions within a reasonable time, and apply the proceeds, if any, first towards any storage charges.

d) Most favored Pricing

Supplier warrants that the prices charged for the Goods delivered under the Purchase Order are the lowest prices charged by Supplier to any of its external customers for similar volume of similar Goods. If Supplier charges any external customer a lower price for a similar volume of similar Goods, Supplier must notify the Client and apply that price to all Goods ordered under the Purchase Order. If at any time prior to full performance of the Purchase Order the Client notifies Supplier in writing that the Client has received a written offer from another supplier for Goods similar to those to be provided under the Purchase Order at a price lower than the price set forth in the Purchase Order, Supplier is obligated to immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price the Client, at its option, may terminate the balance of the Purchase Order, in whole or in part, without liability.

(e) Spare Parts Pricing

During the term Goods are supplied under the Purchase Order and for a period of 5 years after the Client has completed the last purchase of Goods, Supplier will supply all of the Client’s service and replacement parts for the Goods at the last valid price plus any actual cost differential for manufacturing and packaging, such cost differential to be negotiated but in no case to exceed 20 percent (20%) of the last production price paid by the Client.

f) Engagement with other Agencies

1. The Supplier shall itself deliver the Goods under the Purchase Order, provided that in the event the Supplier requires the assistance of some other specialized agency or to engage any other agency, such agency may be engaged upon providing written notice to the Client. Notwithstanding the above stated the Supplier will:
   1. Remain accountable for the delivery of Goods and liable for such agency’s acts or omissions;
   2. Require each such agency to agree in writing that the Client is an intended third-party beneficiary of its agreement with the Supplier; and
   3. Pay all amounts due to such agency.
2. Supplier’s engagement with an agency shall not create any relationship between the Client and such agency nor shall it discharge the Supplier from its responsibilities for delivery of the Goods in its entirety. The Supplier shall be absolutely responsible and liable for all acts and/or omissions of such agency and shall always keep and hold the Client indemnified in respect of any damages, costs or expenses incurred or suffered by the Client that arise from any act or omissions of



(g) Client Equipment and Technology

If the Client has made available any equipment, resources and/or any technology for the Supplier for the delivery of Goods, the Supplier shall use the same onIy for the delivery of Goods herein.

h) Time is of Essence

Time is of essence in execution of the Purchase Order along with these Terms and Conditions. All milestones or timelines for the Supplier, whether stated in the Purchase Order or these Terms and Conditions or agreed by the Parties, are material to the execution of the Purchase Order and any breach thereof by the Supplier shall be considered a material breach of the Purchase Order.

1. Charges & Payment Terms
2. In consideration of the Goods to be delivered by the Supplier and performance *oi* the terms and conditions contained in the Purchase Order along with these Terms and Conditions, the Client shall pay to the Supplier such charges (“Charges") as described in the Purchase Order.
3. Supplier shall submit the invoice within fifteen

(15) calendar days from Client’s acceptance *ol* delivered Goods. Unless otherwise agreed under the Purchase Order, all undisputed sums due to the Supplier shall be payable by the Client by cheque or electronic bank transfer within thirty (30) calendar days of receipt of a correctly and properly due invoice which shalstate:

1. the title and date of the Purchase Order;
2. the name, complete address and Goods and Services Tax Identification Number of the Client along with the Client point of contact;
3. the name and address of the Supplier;
4. the date of issue of invoice and invoice number;
5. the complete address of the Supplier from where the Goods are delivered;
6. a short description of the Goods along with the Harmonized System Nomenclature (HSN) code and the value of the Goods;
7. the period to which the invoice relates;
8. the Supplier's Permanent Account Number and Goods and Services Tax Identification Number;
9. separately the Charges and applicable taxes;
10. the specific mention of the Goods and Services Tax rate and amount under each category i.e. Central Goods and Services Tax or State Goods and Services Tax or Union Goods and Services Tax or Integrated Goods and Services Tax;
11. the Supplier's bank account details for payment;
12. complete address of place of supply of the Goods along with the name of the State;reference to the email and date; and
13. signature on the invoice

The Supplier shall raise an invoice with the applicable Goods and Services Tax (“GST") on the Client in accordance with the GST laws. If applicable, the Supplier shall ensure that it is duly registered with the Goods and Services Tax Network (“GSTN") and shall hold a valid registration certificate and shall provide a copy of the same to the Client.

In the event Goods are purchased by any of the Client Group under the Purchase Order, if instructed by the Client, the Supplier shall raise a separate invoice to the Client Group purchasing Goods and the concerned Client Group shall be liable to pay the said invoice.

1. The Supplier shall ensure compliance with the GST laws in providing details of the Goods delivered and file returns for the applicable period within the prescribed time limit, so as to enable the Client for timely review of the data uploaded and notify the Supplier in case of any discrepancies. Further, the Supplier shall ensure remittance of the applicable GST to the appropriate tax jurisdiction of the applicable taxing authority within the time specified by the applicable GST law. In the event, the GST rate applied by the Supplier is incorrect or contested by the GST authorities, for any reason, the Client shall only be liable to pay such additional tax as per the applicable GST laws. Supplier agrees that the Client shall not be liable for any interest or penalty or liability arising out of the incorrect rate of GST.

Except in a case where the GST is payable by the Client under the reverse charge mechanism, in the event the Supplier does not remit the GST as provided in this Section, or inputs a GSTIN other than the GSTIN provided by the Client, or claims that it has made the remittance but such remittance is not reflected in the GSTN portal, then the Supplier shall be liable to

reimburse to the Client for the below stated within thirty (30) days from the time the Client receives information about the said non-compliance:

* 1. the total GST payable for the Goods;
  2. the disallowed or unavailable credits which otherwise the Client would have been entitled to under the applicable law, had the GST been properly remitted by the Supplier within the prescribed time limit;
  3. the interest and penalties associated with such disallowed or unavailable credits; and
  4. all other additional taxes, late charges, or penalties that may be demanded by or may become payable by the Client to the taxing authorities.
  5. Notwithstanding anything contained herein to the contrary, the Client may serve a written notice of breach upon the Supplier in case the Supplier violates any of the terms and conditions contained in this Section 3.

1. Client may dispute the amount of any invoice by providing an oral or written notice. Partial payment from Client shall be deemed as a notice *ol* dispute from the Client. Client will make reasonable efforts to notify the Supplier in writing of any disputed amount within twenty (20) calendar days of receiving the relevant invoice. Neither the failure to provide notice nor paymentofan invoice isa waver ofany cam or right Client will pay the disputed invoice within thirty (30) calendar days from the date the dispute is resolved.
2. Upon providing prior written notice to the Supplier, Client shall be entitled at all times to set off any amount owing at any time from Supplier to Client against any amount payable &t any time by Client or its related entities to Supplier.

(I) The Supplier undertakes not to make any claim against the Client for any additional costs, expenses, or fees whatsoever with respect to the Goods other than the Charges, except as authorized in writing and in advance by the Client.

1. In case the provisions of Tax Collection at Source (TCS) are applicable, the Supplier shall ensure compliance with the applicable tax laws by accurately charging TCS as per the rates in force, remitting such amount to the appropriate tax jurisdiction and filing relevant returns within the prescribed time limit. In the event the Supplier fails to remit the TCS collected from the Customer or claims that it has made the TCS

remittance but such remittance is not reflected on Customer’s Income Tax portal, then the Supplier shall be liable to reimburse the TCS amount to the Customer within 30 days from the Customer's intimation to the Supplier of such non-compliance.

1. All payments by the Client to the Supplier under the Purchase Order shall be made subject to deduction, withholding of all applicable taxes, for the time being in force. The Supplier shall at all times be solely responsible for any tax and other statutory deductions including any tax applicable to the Charges due from the Client to the Supplier. If a deduction is required by law to be paid directly by the Client to relevant statutory authorities, the amount of the Charges due from the Client to the Supplier shall be decreased correspondingly by an amount equal to the deduction paid by the Client. In no event shall the Client be liable for any interest, penalty or claim for non-payment of taxes by the Supplier.
2. Supplier shall, at no cost to Client, maintain records sufficient to substantiate the accuracy of invoices given to Client by Supplier, for the Goods delivered hereunder (collectively referred as "Records"). Supplier will provide to Client, its agent, or authorized representative access to such Records, as reasonably necessary to verify the accuracy of the invoices given to Client by Supplier while delivering the Goods or to enable Client to meet applicable legal requirements.
3. Term and termination
4. Term. These Terms and Conditions commence on the Effective Date and will continue for the duration of the Purchase Order (the “Term") unless it is terminated earlier according to its terms or extended through a mutually executed amendment.
5. **Termination** for **Convenience.** Without prejudice to any other remedies, either party may terminate the Purchase Order at any time without cause by giving thirty (30) calendar days' written notice to the other party. If either party terminates for convenience, Client's only obligation is to pay for Goods it accepts before the effective date of termination. Client may terminate order of additional Goods at any time by giving ten (10) calendar days’ written notice for convenience and three (3) calendar days’ written notice for cause [as defined under Section 4(c)].
6. Termination for cause. Upon the occurrence of any of the following events, the Client may serve a written notice of breach upon the Supplier:
   1. The Supplier or its personnel refuses to accept or does not follow reasonable instructions given by the Client;
   2. The Supplier undergoes a change of ownership or merges with a third party without the prior written consent of the Client;
   3. The Supplier or personnel breaches any of the representations, warranties, covenants or other obligations under the Purchase Order and/or these Terms and Conditions; or
   4. The Supplier becomes insolvent.
7. Cure Period. Upon receipt of a written notice from the Client, the Supplier shall cure the breach (if curable) and notify the Client within fifteen (15) calendar days after receipt of the notice of breach. If the Supplier fails to do so or if the breach is not curable, the Client may in its absolute discretion, terminate the Purchase Order along with these Terms and Conditions with immediate effect without prejudice to its other rights.
8. Effect of termination. Each party will return the Confidential Information and property of the other within ten (10) calendar days of the effective date of termination of the Purchase Order unless otherwise instructed. Supplier will deliver to Client any Deliverables in progress and all data and materials related to them.
9. Survival. The provisions of the Purchase Order and these Terms and Conditions which, by their terms, require performance after the termination or expiration of the Purchase Order, or have application to events that may occur after the termination or expiration of the Purchase Order, will survive the termination or expiration of the Purchase Order. All indemnity obligations and any applicable indemnification procedure will be deemed to survive the termination or expiration of the Purchase Order.
10. Intellectual Property

(a) Pre-existing Intellectual Property. Each party shall retain ownership of its Pre-existing Intellectual Property. The Client shall, at the Supplier's request and subject to any third party rights and restrictions, grant the Supplier a royalty free, non-exclusive license to use

and copy Client’s Pre-existing Intellectual Property to the extent necessary for the purpose of delivering and use of the Goods.

The Supplier grants Client and the Client Group a perpetual, world-wide, royalty-free, non- exclusive, transferrable and non-revocable license to use, copy, modify, adapt and sublicense and to permit the clients and contractors of Client to use the Supplier's Pre-existing Intellectual Property for general business purposes necessary to use the Goods.

In the case of any Pre-existing Intellectual Property licensed from a third party, the licensee party warrants that it will have obtained any necessary authority, permission or license from the relevant third party in order to grant the above licenses.

b) Ownership of Intellectual Property. All Goods whether developed by or contributed to by the Supplier (including distributors, its agents and representatives) and all Intellectual Property Rights therein shall, immediately upon the earlier of delivery or payment of Goods thereof, be automatically owned by Client.

(c) **Survival.** This Clause shall survive the expiry or termination of the Purchase Order.

5. Confidentiality, Privacy and Security

(a) Confidentiality. Each party agrees to treat as confidential all information (including Personal Information), which may at any time come into the possession of the other party, and which relates to any actual or proposed business activities, operations, processes, intentions, projections, market opportunities, Client's potential clients, marketing activities, sales, telecommunications systems, person nel, existence and terms of Purchase Order along with these Terms and Conditions, financial affairs, products, developments, trades secrets, customers or suppliers or other information which may reasonably be regarded as confidential, obtained from or made available by one party to the other under or in connection with the Purchase Order, in whatever form, whether verbal or paper or electronic or digital (whether before, on or after the date of the Purchase Order (referred as “Confidential Information"). If Supplier has any questions as to what comprises Client Confidential Information, Supplier will consult with the Client. Each party undertakes not to use for any purpose outside the scope of its obligations under the Purchase Order along with these Terms and Conditions or to divulge such information to any other person except to its employees or representatives, who need to know the same and only to the extent required in order to

perform the obligations under the Purchase Order along with these Terms and Conditions.

Upon Client’s written request, Supplier will promptly return all Confidential Information and copies, or certify in writing that it has destroyed all such materials. Confidential Information does not include information that: (i) Supplier knew of without restriction before receipt from Client; (ii) is publicly available through no fault of Supplier; (iii) Supplier rightfully receives from a third party without a duty of confidentiality; or (iv) Supplier independently develops without reference to any Confidential Information. Supplier may disclose Confidential Information when required to do so by law if, where permitted by applicable law, it provides reasonable prior notice to the Client.

The Supplier agrees that monetary damages may not be an adequate remedy for improper disclosure or use of Confidential Information, that the Client, upon breach of this Clause, shall be en to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without waiving any other right or remedy, and that the Supplier shall not resist an application for such relief on the ground that the Client has an adequate remedy at law.



b) Privacy and Security. *\I,* under the Purchase Order, the Supplier receives, has access to, uses or stores Personal Information, then Supplier agrees to the obligations set forth in this Clause in addition to Clause 6(a) above.

1. Personal Information shall in all circumstances be treated as Confidential Information and will not be subject to the exceptions in Clauses (i) to (iv) of Clause 6(a).
2. Supplier will maintain safeguards against the destruction, loss or alteration of the Client data in the possession of the Supplier which are consistent with the relevant industry standards and in any case, no less degree of care than that maintained by the Supplier for its own information of a similar nature.

Supplier or its staff shall not attempt to access, or allow access to, any data, files or programs within the information systems environment to which they are not entitled to under the Purchase Order or these Terms and Conditions. If such access is attained, the Supplier shall immediately report such incident to Client, describe in detail any accessed materials and return to Client any copied or removed materials.

Supplier shall provide backup of Client data in accordance with procedures mutually agreed by the Parties.

1. Additional Confidentiality Requirements. Supplier agrees that it will comply with additional confidentiality and information protection obligations in accordance with the Client’s policies if, under the Purchase Order, Supplier:

* has direct access to Client's users or customers;
* receives, has access to, uses or stores Personal Information other than publicly available Personal Information, data subject to special legal requirements (eg. medical records), sensitive legal or financial information or Client’s systems, networks, computers or media containing such information.

Such additional confidentiality obligations and information protection obligations shall be set forth in a separate written agreement between the parties.

1. Representations and Warranties

(a) Performance **Warranties.** Supplier warrants to Client that the Goods provided by the Supplier: (i) will be free from any security interest, lien and other encumbrances, defects in design, material, workmanship, and manufacture; (ii) will conform to the requirements set forth in Purchase Order; and (iii) will be suitable for the purposes for which they are intended including without limitation purposes made known to Supplier; (iv) all Goods will be new and unused; (v) any Goods consisting of software will function properly in conformity with its documentation, not contain any virus or other code that will damage or infect any Deliverable or any other products and not include any open source software. The Supplier further warrants that (i) it has good and clear title to all the Goods delivered under the Purchase Order; (ii) it shall carry out the work in a clean and orderly man ner and will remove all debris, rubbish and other waste material upon completion of the work; (iii) it will provide operating and other instructions and information about the risk of life, health or safety arising out of the handling, storage and use of the Goods; and (iv) if the Goods have been procured by the Supplier through import, all necessary import procedures (including but not limited to obtaining all necessary permits, license, approvals and consents and going through all necessary registration and filings) have been conducted by the Supplier for the purchase of the same by the Client. If Supplier is not the owner of any software included in the Deliverables, Supplier assigns to Client all warranties and remedies available to Supplier under the Purchase Order or these Terms and Conditions with such owners or manufacturers. The foregoing warranties are in addition to all other warranties,

express or implied, and will survive delivery, inspection, acceptance or payment by the Client.

b) Performance Remedies. Notwithstanding any acceptance by the Client under Clause 2(b), if any of the Deliverables do not meet the warranties specified herein or otherwise applicable, Client has the right, at its option, to: (i) require Supplier to correct any defective or nonconforming Deliverables by repair or replacement at no charge to the Client; (ii) return any defective or nonconforming Goods to Supplier at Supplier's expense and recover from Supplier all amounts paid heretofore; (iii) correct the defective or nonconforming Deliverables itself and charge the Supplier the cost of such correction; (iii) obtain a refund from Supplier for all amounts paid for any defective or nonconforming Deliverables; or (iv) use the defective Deliverables and require an appropriate reduction in price. The remedies contained in this sub-section 7(b) shall remain in effect for a period of one (1) year after Client's acceptance of Goods or Seller'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, Supplier shall repair or replace said defective Goods with conforming Goods. Failing which the Client reserves the right to reject the Goods in full. The decision of the Client is final in this regard. After the receipt and Acceptance of conforming Goods, the warranty period shall be extended until the one (1) year anniversary of such Acceptance date.

1. General Warranties. The Supplier represents warrants and undertakes that:
2. it has full power and authority to execute, deliver and perform its obligations under the Purchase Order along with these Terms and Conditions, including without limitation delivering the Goods, and it has the necessary infrastructure and personnel to duly deliver the Goods;
3. all necessary corporate, shareholder and other action has been taken to authorize the execution, delivery and performance of its obligations under the Purchase Order along with these Terms and Conditions;
4. the Purchase Order along with these Terms and Conditions constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

the execution, delivery and performance of its obligations the Purchase Order along with these Terms and Conditions is in accordance with all applicable laws, regulations, orders of any governmental authority, other governing or official body or agency and any judgment or decree of any court having jurisdiction over it and does not conflict with or result in a breach

or default under any agreement, instrument, reguation, license or authorization binding upon it or any of its assets;

1. it is duly and fully licensed to provide the Goods to the Client and has obtained and shall continue to maintain all licenses, permits, consents, and approvals required to provide Goods to the Client;
2. it has complied with and shall continue to comply with all statutes, ordinances, rules and regulations applicable to, the delivery of the Goods and its duties and obligations under the Purchase Order these Terms and Conditions, including without limitation all labor legislation;
3. it is solvent, or is otherwise able to pay its debt within the meaning of the insolvency legislation applicable to it. No order has been made, petition presented or resolution adopted for its winding up and no meeting has been convened for the purpose of winding up of the Supplier;
4. it has complied with and shall continue to comply with all requirements imposed by all relevant tax and fiscal authorities. Prior to the Effective Date, it has not incurred any tax liability. It shall be responsible for its corporate and other taxes if any, and shall indemnify and hold harmless each Indemnified Person (as defined below) for any liability in this regard; and
5. Neither it nor any of its past and current officers or employees are engaged in or subject to any li n or arbitration or administrative or criminal proceedings whether as plaintiff, defendant or otherwise, any investigation or inquiry by the governmental authorities.



1. It shall comply with Client's internal policies including without limitation anti-sexual harassment policy which may be provided to the Supplier upon its request.
2. The Supplier acknowledges that it shall be provided access to the Client’s premises and allowed use of the Client’s equipment or facilities for delivery of the Goods. The Supplier undertakes not to claim any right or interest in or title to the premises and the equipment or facilities provided by the Client at any time during the term of the Purchase Order or thereafter.
3. The Supplier further represents, warrants and covenants that:
4. neither it nor any of its subsidiaries or controlled affiliates, nor any officer, employee, director or agent or other person or entity acting on behalf of it nor any of its subsidiaries or controlled affiliates (“ Relevant Persons"), in the course of its actions for, or on behalf of, the Supplier or any of its subsidiaries or controlled affiliates; (i) has violated, will violate or is in violation of any provision of the U.S. Foreign Corrupt

Practices Act of 1977 (the “FCPA"), as amended or any other applicable anti-bribery or anti-corruption laws including Prevention of Corruption Act, 1988, Prevention of Money Laundering Act, 2002; or (ii) has offered, paid, promised to pay, or authorized the payment of, or shall offer, pay, promise to pay, or authorize the payment of, any money, or has offered, given, promised to give, or authorized the giving of, or shall offer, give, promise to give, or authorize the giving of, anything of value, to any officer, employee or any other person acting in an official capacity for any government entity to any political party or official thereof or to any candidate for political office (individually and collectively, a “Government Official") or to any person under circumstances where the Relevant Persons knew that all or a portion of such money or thing of value would be offered, given or promised to any Government Official, for the purpose of: (1) influencing any act or decision of such Government Official in his or her official capacity; (2) inducing such Government Official to do or omit to do any act in relation to his or her lawful duty; (3) securing any improper advantage; (4) inducing such Government Official to influence or affect any act or decision of any governmental authority; or (5) assisting the Supplier in obtaining or retaining business for or with, or directing business to the Supplier;

1. its operations and those of the Relevant Persons are, have been and shall be conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in all applicable jurisdictions, including those in which the Supplier, the Relevant Persons and the Client are incorporated and in which the Supplier, the Relevant Persons and the Client conduct business (“Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Supplier or the Relevant Persons with respect to Money Laundering Laws is pending and no such actions, suits or proceedings are threatened or contemplated;
2. it shall provide the Client with all information about it and its affiliates, as may be reasonably requested, to ensure compliance by the Client with all applicable laws and regulations.
3. Indemnification
   1. **Supplier** Indemnity. Supplier will defend, indemnify, and hold Client, Client Group, and their respective successors, directors, officers, employees, and agents (each an “Indemnified Person") harmless from and against any and all claims, liabilities, losses,

damages, settlements, costs and expenses (collectively, “Losses") and shall reimburse each Indemnified Person for all fees and expenses (including without limitation reasonable fees and expenses of counsel) incurred in investigating, preparing, pursuing or defending any claim, action, proceeding or investigation, whether or not in connection with pending or threatened litigation, whether or not any Indemnified Person is a party and whether brought by the Client or any third party, to the extent that such claims arise out of or relate to:

1. Any representations, warranties breach of any of its obligations under the Purchase Order or these Terms and Conditions made by Supplier or Supplier's affiliates and its or their employees, agents, representatives;
2. The negligent or willful acts or omissions of Supplier or its affiliates and its or their employees, agents and representatives resulting in any bodily injury or death to any person or loss, disappearance or damage to tangible or intangible property of Client;
3. Supplier's or its affiliates and its or their employees, agents or Subcontractors' infringement, misuse or misappropriation of any third-party Intellectual Property rights;
4. Supplier's or its affiliates and its or their employees, agents or representatives’ failure to comply with applicable laws, rules or regulations; and
5. Performance or use of Goods by the Client.
   1. Client Indemnity..Client will defend, indemnify and hold Supplier and its affiliates harmless from and against any and all claims, liabilities, losses, damages, settlements, costs and expenses incurred in defending any third party claim arising out of Client's failure to comply with applicable laws, rules or regulations.
6. Limitations of liability

NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED ELSEWHERE IN THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS OR ANY OTHER DOCUMENT EXECUTED BY THE PARTIES REGARDING THE SUBJECT MATTER OF THE PURCHASE ORDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF REVENUE, AND/OR PROFITS), WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE PURCHASE ORDER OR THESE TERMS AND CONDITIONS REGARDLESS OF WHETHER THE LIABILITY IS BASED

ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

1. Insurance

(a) The Supplier hereby undertakes to purchase and maintain adequate insurance cover with a reputable insurance company against liability which the Supplier may directly or indirectly incur under the Purchase Order. The Supplier will disclose all applicable insurance policies and ensure that Client and its successors and assignees are covered. Upon Client’s request, the Supplier shall provide Client with documentary evidence including the details of such insurance policy, confirmation that all of the Supplier's liabilities under the Purchase Order along with these Terms and Conditions are covered by the policy, the receipts evidencing payment of premiums and the insurance certificate.

b) Whenever Supplier has in its possession property of Client, Supplier shall be deemed an insurer thereof and shall be responsible for its safe return to Client. Supplier shall also maintain at all times during performance of its work related to Purchase 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 Client's employees and property) which may arise from Supplier's actions or omissions in the delivery of Goods or in the design or manufacture of its products, such Commercial General Liability insurance shall specifically include contractual liability coverage; Professional liability/errors & omissions insurance if the Goods it delivers create exposures generally covered by such a policy.

(c) The Supplier's insurance shall be primary and any insurance maintained by the Client shall be excess and non-contributory.

1. Reports, Records, Audits and Inspection

(a) Reports. Any reports the Supplier provides to Client must be accurate, complete and timely. Unless otherwise agreed by parties, Supplier shall correct any error or omission in any report within five (5) calendar days after becoming aware of the error or omission.

b) Records. During the Term and eight (8) years thereafter or for a longer period as required by

applicable law, Supplier will keep all usual and proper records and books of account relating to the Goods. Supplier will not do or omit to do anything that could prejudice the Client’s compliance with legal requirements in respect of records.

(c) Audits & Inspection. Within seven 7 calendar days of Client's request, Supplier will provide access to those books and records of Supplier that are reasonably necessary for the Client to confirm fulfillment and compliance with the Purchase Order along with these Terms and Conditions.

1. Dispute Resolution, Arbitration & Governing Laws
2. In the event of a dispute between the parties, the parties shall make every effort to reach an amicable settlement of any dispute, difference or disagreement whatsoever arising between the parties relating to the Purchase Order or these Terms and Conditions relating to the construction, meaning, operation or effect of the Purchase Order along with these Terms or Conditions.
3. If an amicable settlement cannot be reached within thirty (30) calendar days from the date of commencement of the dispute, difference or disagreement or such longer period of time as may be mutually agreed by the parties in writing, such dispute shall be referred to Arbitration and shall be finally resolved through arbitration under the Indian Arbitration and Conciliation Act, 1996 and/or any modifications or enactment thereof. Such arbitration shall be conducted by a tribunal of three arbitrators, with the right of each party to appoint an arbitrator, who in turn will appoint a Presiding Arbitrator. The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act, 1996 or any other subsequent modifications or enactments thereof. The venue for arbitration shall be Hyderabad. The proceedings shall be conducted in English and the award/order/direction made in pursuance thereof shall be binding on the parties.
4. The dispute resolution process set forth in this Section shall not prohibit a party from seeking immediate injunctive or other provisional relief in order to protect its rights relating to intellectual property and confidentiality provided, however, that such relief may onIy be sought within an appropriate judicial forum with competent jurisdiction and that the party seeking such relief will allow the other party a ten (10) calendar days cure period prior to seeking such relief.

d) Supplier and Client agree to continue performing their respective obligations under the Purchase Order while a dispute is being resolved.

(e) the Purchase Order along with these Terms and Conditions shall be governed by and construed in accordance with the laws of India and the courts at Hyderabad shall have the exclusive jurisdiction in this matter.

1. Miscellaneous
2. Relationship. The relationship between the Client and Supplier is agreed to be solely that of independent contractors. Nothing contained herein and no modification of responsibility or compensation made hereafter shall be construed so as to constitute the parties as partners or joint ventures. In addition, the Supplier shall not be considered an employee, partner, or legal representative of the Client for any purpose whatsoever. The Supplier is not granted, and at no time shall imply or claim that he possesses, any right or authority to assume or create any obligation or responsibility on behalf or in the name of the Client or to bind the Client in any man ner whatsoever.
3. Assignment. Supplier will not sell, assign, transfer, pledge or encumber the Purchase Order or any right, or delegate any duty or obligation, by assignment or operation of law, without Client’s prior written consent. The Client will not unreasonably withhold such consent. Client may assign the Purchase Order along with these Terms and Conditions to any of the Client Group. The Purchase Order along with these Terms and Conditions will inure to the benefit of and bind all permitted successors, assigns, receivers and trustees of each party.
4. No Waiver. A party's delay or failure to exercise any right or remedy will not result in a waiver of that or any other right or remedy.

d) Force Majeure. Neither party will be liable for failure to perform any obligations under the Purchase Order along with these Terms and Conditions to the extent such failure is caused by a force majeure event (including Acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike and other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time and will use its best efforts to resume performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

(e) Severability. The invalidity, illegality or unenforceability in whole or in part of any of the provisions of the Purchase Order along with these Terms and Conditions shall not affect the validity, legality and enforceability of the remaining part or

provisions of the Purchase Order along with these Terms and Conditions.

f) No Exclusivity. Nothing herein is intended nor will be construed as limiting the Client’s ability to procure any goods or services from anyone.

1. No Publicity. The Supplier shall not, without the prior written consent of Client, advertise or publicly announce it is providing or has provided any Goods or Services to Client or otherwise use any name, logo, trade name, trademark, service mark or other information which identifies Client in the Supplier's marketing and/or publicity activities or materials (including Client name in the Supplier's Clients’ list). This Clause shall survive the expiry/termination of the Purchase Order.
2. Insolvency and Business Continuity. If Supplier ceases to conduct its operations in the normal course of business, including inability to meet is financial or performance obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Supplier, or a receiver for Supplier is appointed or applied for, or an assignment for the benefit of creditors is made by the Supplier, Client may terminate the Purchase Order without liability, except for deliveries previously made or for Goods covered by the Purchase Order then completed and subsequently delivered in accordance with the terms of the Purchase Order.
3. Non Hire. Neither party shall, without the prior written consent of the other party, directly or indirectly solicit for employment or employ, offer to hire or hire, or accept the services provided by (other than through public advertisement or through the use *oi* employment agencies not targeted to the other party or if the other party solicits employment on its own) of any empoyee, offcer or independent contactor of th oher partyduingthe term ofth Purchase Order and for a period of one year after the expiration or earlier termination thereof. The parties understand and agree that the foregoing obligations shall not extend to general industry solicitations (for

e.g. newspaper/any public advertisement, use of employment agencies, etc.) that are not specifically targeted at the other party’s employee.

1. Entire Agreement. The Purchase Order, these Terms and Conditions and the documents referred to in it contain the whole agreement

between the parties relation to the subject matter contemplated by the Purchase Order and supersede all previous agreements, whether in oral or in writing, between the parties relating to the subject matter hereof. In the event of a

conflict between any parts of these documents not resolved expressly by its terms, the following order of precedence will apply:

These Terms and Conditions (including any Client policies and procedures referenced herein); and

ii. The Purchase Order, except to the extent that these Terms and Conditions expressly provides that a particular clause of the Purchase Order takes precedence over a particular clause of these Terms and Conditions;

k) Amendment. No amendments to the Purchase Order along with these Terms and Conditions shall be valid unless executed in writing and signed by both Parties.

(I) Notices. Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of the Purchase Order will receive notices on behalf of their respective company. The parties may change the persons to whom notices will be sent by giving written notice to the other.

(m) Counterparts. The parties may execute the Purchase Order along with these Terms and Conditions in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both parties.