

STANDARD TERMS AND CONDITIONS

In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Purchase Order and any other document covering this transaction, including, but without limitation, any terms and conditions in any invoice, proposal, or other Vendor document, the terms and conditions of this Purchase Order shall govern.

1. **Scope of Services:** Vendor shall provide product/ Service(s), described on this Purchase Order, at the times, for the price, at the locations mentioned herein and otherwise as set forth on this Purchase Order.
2. **Binding:** Performance by Vendor shall be deemed acceptance of all the terms and conditions set forth herein. However, except as may be agreed in writing by the parties, this Purchase Order shall not be binding upon Client unless signed by an Client purchasing agent or such other authorized persons as have been designated in writing to Vendor by the Client purchasing agent. Any alterations, modifications or additions made to this Purchase Order will be deemed of no effect unless expressly accepted in writing and signed by the Client Representative.
3. **Warranties:** Vendor warrants to Client that (a) any service(s) performed hereunder shall be performed professionally and competently and in a good and workmanlike manner, consistent with the highest applicable industry practices; (b) it has obtained all consents, clearances, permissions and licenses necessary to carry out all of its obligations under this Purchase Order; (c) the receipt of the services and any work products by Client shall not infringe the intellectual property rights of any third party and (d) it shall perform the services in compliance with all applicable laws and regulations, including data protection laws and anti-corruption and bribery laws. Vendor shall provide any Services in accordance with the requirements set out in this Purchase Order and in compliance with any Client codes or policies as published or otherwise notified to Vendor from time to time, using personnel with knowledge and experience which is sufficient for the tasks assigned to them. Any Vendor's disclaimers, any limitation of liability and/or any reduction of any applicable statute of limitations shall be deemed of no effect unless explicitly set out in this Purchase Order.
4. **Invoices:** Client's Purchase Order number, requisitioner's name, date and description of services and work products (if any) shall appear on all invoices, packages and shipping papers. Invoices shall be sent addressed as indicated on this Purchase Order. All invoices must be submitted in original and must be tax invoices showing the breakup of tax structure / value payable at prevailing tax rate and clear description of goods. Vendor shall pay all taxes, levies wherever applicable and for all assessments of any nature due in connection with the Order and hereby indemnifies and hold harmless Client from any liability on account of any and all such taxes, levies, duties, assessments & deductions.
5. **Taxes:** Vendor shall include in its invoices, and Client shall pay, any applicable VAT/GST, sales, service or similar applicable taxes. If Client is required by law to make payment subject to deduction of withholding taxes, Client and Vendor shall co-operate in completing any procedural formalities necessary for Vendor to obtain authorization, if available, to receive payment with a reduced or no withholding tax deduction. If withholding taxes are due, Client will (a) pay the invoiced amount net of the required withholding tax deduction, (b) pay the amount of the tax withheld to the relevant tax authority within the prescribed period, and (c) furnish Vendor with appropriate documentation of taxes withheld on Vendor's behalf.
6. **Payments:** Payment of the price shall be made as per bills approved and certified by the receiver of goods as per Purchase Order. It is understood and agreed by the vendor that the payment against the bills shall be made only when the receiver of goods certifies the bill that the work has been done as per the specifications and satisfaction of Client, which shall be the 'Acceptance Criteria' for the work done under this Agreement. In case of multiple Invoices/Running Bills, it shall be paid by Client as defined in the purchase order post certification of the Bills by the receiver of goods provided the bills meet the acceptance criteria and all required supporting are submitted to Client

For delivery Location at Bangalore, Noida, Kolkata and Kochi Client will issue Applicable Way bills/ Forms post receipt of all the desired information from vendors. (Not applicable for Household goods relocation)

- 7. Subcontract:** The Vendor should not sub contract with any third party for the performance of all or any portion of the supply without the advance approval of Client. Reporting. Quality, status and other reports, including corrective action details, shall be submitted to Client promptly in writing upon request. Client will have the right to inspect the goods upon receipt, and for any default/ damage in goods so delivered, Client shall within the Warranty period, notify the Vendor of any damages, malfunctioning, defect or shortcoming in the goods. The vendor shall thereupon promptly rectify the defect or replace the defective goods with new goods at no extra cost as mutually agreed. Client reserves the right to deduct and /or withhold part or full payment of the amount payable to the vendor and / or reject the bills, in respect of this supply and, if the quality of supplies is not meeting the specifications of order and / or not up to acceptable quality standards, depending upon the severity of the problem and/ or damage. The same should be acceptable to the vendor and such deduction shall be adjusted from the vendor bills, if payable, or the vendor takes the responsibility of making good such damages at his / her responsibility, risk and cost within mutually agreed timeline
- 8. Technical Specification:** All goods delivered shall conform to the technical specifications mentioned in the vendor's quote referred in this PO or as detailed in specified Annexure to this PO. Supply of goods & shall be strictly as per annexure/ product description. Any change in line items or quantities shall be dully approved by Client with rate approval prior to supply. Any goods / supplied by the agency without obtaining due approvals shall be subject to the acceptance or rejection from the Client. In case of any Change in the specification, quantity, rates, design, drawing etc., written consent/approval is to be taken from Client and the before executing the job or supplying the materials, as the case may be. Any damage / faulty material supplied needs to be replaced with a new item at free of cost, without extending the completion dates. Material supplied in excess and not required by the Client, shall be taken back by vendor at no cost to Client.
- 9. Indemnification:** The Vendor shall indemnify, keep indemnified and hold harmless Client and their partners, directors, officers, employees, consultants and agents from and against all losses, damages, costs (including but not limited to legal costs and disbursements) arising from or incurred by reason of the Vendor's, or any staff or any sub-vendor's breach of the Anti-Corruption Laws or may be incurred or suffered or likely to be incurred or suffered by Client, by reasons of or arising from, any actions or omissions by the Vendor, or by breach to perform, fulfill or observe any of the vendor's obligations, covenants, under this Order related to bodily injury or death of any person or loss of, or damage to, real or tangible personal property, resulting from the negligent or willful acts or omissions of the Vendor, its employees, agents and subcontractors; related to claims by any employees, subcontractors or agents of the vendor for injuries or damages under worker's compensation or similar acts; related to liens and encumbrances arising from the services performed by the Vendor pursuant to this Order; related to claims by any agents or contractors of the Vendor for payment; any representation or warranty furnished by the Vendor is found to be false; result from any claim, whether or not substantiated, that the Vendor's services, related actions or omissions of the Vendor, or its employees, agents contractors or sub-contractors in any way connected therewith have violated any law or regulation.
- 10. Gifts, Inducement & Rewards:** The vendor should refrain from offering gifts, rewards in any form or manner, complimentary stay or entertainment, fully or partially paid travel to any Client's employee in relation to obtaining or execution of any Agreement with client, whether or not the like acts are performed by the vendor or persons acting on its behalf with or without the knowledge of the Vendor.
- 11.** Client may terminate the Agreement, forfeit the deposits and debar the vendor for any indefinite period of time if it is proven that vendor has violated above Policy.
- 12. Limited Liability:** Client's entire liability arising out of the performance, non-performance, or alleged breach by Client of this purchase order, whether in contract or tort, shall be limited in each instance to actual money damages proven, excluding indirect, incidental, consequential, punitive or special damages, whether Client has been advised, knew, or should have known of the likelihood of such damages. Such damages shall be limited in each instance to the price of the good(s) and/or service(s) specified in this purchase order giving rise to such claim. Notwithstanding any other provision of this purchase order, vendor's recourse with respect to any matter (including, without limitation, any obligation of Client hereunder) shall be limited solely to the assets of Client, and vendor shall have no recourse against, and shall bring no claim against, any individual partner, director, employee, or agent of Client or any Client's network member

13. Assignment, Transfer and Subcontracting:

- 13.1 This Purchase Order shall not be assigned or transferred in whole or in part by the Vendor without the prior consent in writing of Client, such consent not to be unreasonably withheld.
- 13.2 The Vendor may not sub-contract the performance of its obligations under this Purchase Order in whole or in part to any third party without the prior consent in writing of Client such consent not to be unreasonably withheld. In the event that such consent is granted, and the Vendor is permitted to sub-contract the performance of certain of its obligations under this Purchase Order, the Vendor shall at all times be responsible for the management of its sub-contractors and agents and for the delivery of their services and shall remain fully responsible and liable for their acts and omissions. The Vendor's delegation of any of its obligations under this Purchase Order to a Sub-contractor or agent shall not affect the Vendor's duty to fulfil such obligations and the Vendor shall remain primarily responsible for the same.
- 13.3 Notwithstanding the foregoing, Client may, from time to time, restructure, sell or transfer an Client Network Member, in whole or in part (a "Divestment" with the sold, transferred, or restructured Client Network Member, or part of an Client Network Member, becoming a "Divested Business"). Pursuant to a Divestment, Client may: (i) require Vendor to continue to provide Services to the Divested Business as though the Divestment has not occurred, provided Client shall remain liable for the Charges; or (ii) assign or novate the Purchase Order or any SOWs, in whole or in part, along with the associated benefits or rights to receive the Services and the corresponding obligations, in which event Vendor will enter into a separate arrangement with the Divested Business on terms comparable to and no less favourable than those set out in this Purchase Order. In the event of a partial assignment or novation as contemplated above, the Charges will be adjusted on a pro rata basis between Client and the Divested Business consistent with the pricing terms agreed under the Purchase Order and/or SOW.

14. Intellectual Property: All intellectual property rights belonging to a party or third party prior to the date of this Purchase Order, or created other than in the provision of the services shall remain vested in that party or third party (as applicable) and shall not be assigned hereunder. Subject to the foregoing, the intellectual property rights in any work product and all preparatory materials for the work product shall belong to and vest in Client on creation and the Vendor hereby assigns to Client with full title guarantee all of its intellectual property rights therein.

15. EHS & Sustainability: Vendor shall comply with all applicable laws, regulations, ordinances, statutes, rules & codes governing environment safety requirements and conduct the work based on the requirement of this contract including compliance with permit requirements and project plans and approvals. The Client attaches great importance in the way it embraces sustainability and meets its corporate social responsibility. To achieve this it is the responsibility of vendor to minimize the environmental impact of their day to day activities related to this order and adhere to Client's policies on sustainability, waste, resource usage and governance

16. Vendor Code of Conduct: Client is committed to building a better working world—one that creates sustainable and inclusive economic growth. Client recognizes that our responsibility to minimize the environmental impact of our business operations extends to our people and vendors and to the wider communities in which we all live. All of our Vendors are expected to meet and encouraged to exceed the guidance outlined in the Client Vendor code of conduct. Client expects that Vendor will actively audit and monitor its day to day management process to ensure compliance with this Code of Conduct. Client shall have the right to audit the Environment and Sustainability guidelines as stipulated in Vendor Code of Conduct through offline assessment or by onsite audit, administered by Client personnel or by a third party.

17. Anti-Bribery Clause: The Vendor undertakes to Client that it:

- a. will fully comply with, and will ensure that all staff and its sub-vendors fully comply with the Anti-Corruption Laws;
- b. will not do, or omit to do, any act that will cause Client to be in breach of the Anti-Corruption Laws in connection with the performance of this Agreement;
- c. has in place, and shall maintain in place throughout the term of this Agreement, policies and procedures to ensure compliance with the Anti-Corruption Laws and will enforce them where appropriate. At Client's request, the Vendor will disclose such policies and procedures to Client.

- d. will make it clear to those providing services for the Vendor, including the staff and sub-vendors, that the Vendor does not accept or condone the payment of bribes (including facilitation payments) on the Vendor's behalf; and
- e. will promptly report to Client any request or demand for any undue financial or other advantage of any kind received by the Vendor in connection with the performance of this Agreement.

18. Cancellation/Termination: Client may cancel or terminate this Purchase Order, with or without cause, at any time, with respect to the Product/service(s) provided hereunder, upon written notice to Vendor. In the event of any termination or cancellation, Client shall pay only for Product/service(s) supplied/properly performed in accordance herewith through the date of such termination or cancellation.

Immediate Termination:

Client may terminate this Agreement, or any particular Services, at any time immediately upon written notice to you, if Client reasonably determines that Client can no longer take Services in accordance with applicable law or professional obligations."

19. Binding Effect: Any alterations, modifications or additions made to this Purchase Order will be deemed a counter offer, void, and of no effect, unless expressly accepted in writing, signed by authorized Client representative.

20. No Use of Name: Vendor shall not use, or permit the use of, the name, trade name, service marks, trademarks, trade dress, or logo of Client or of any Client's Network Member in any form of publicity, press release, advertisement, or otherwise without Client's prior written consent.

21. Additional Representations and Undertakings: Vendor represents and warrants, on and as of the date hereof, that (1) the service(s) to be provided hereunder are priced at market rates, (2) this Purchase Order does not contain terms and conditions that are, in the aggregate, more favorable than those being offered by Vendor to other buyers with similar levels of spending, and (3) entering this type of agreement is in the ordinary course of Vendor's business with customers such as the "Client". Vendor further represents and warrants that the aggregate amounts contemplated to be paid by Client hereunder, and under all other agreements between Vendor and Client in effect during the twelve-month period ending on the last date of performance of the services, shall not exceed 7% of Vendor's total revenues during such period. During the term, none of Vendor's directors, officers or direct or indirect substantial equity owners and none of the individuals with significant responsibility for carrying out Vendor's obligations under this Purchase Order shall be a partner, executive officer, member of the Board of Directors, or a direct or indirect substantial equity owner (or otherwise with control), of any audit client of "the Client's" Network Member. A person or entity shall be deemed a "substantial equity owner" of an entity if he, she or it: (i) is a general partner in such entity, if such entity is a limited partnership; (ii) holds a 5% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is publicly-traded; (iii) holds a 20% or more direct or indirect equity interest in (or the power, by contract or other relationship, to direct the affairs or management of) such entity, if such entity is privately-held; or (iv) is a general partner in an entity described in item (i), (ii) or (iii) above. Without prejudice to the liabilities of Vendor under this Agreement, the Vendor must maintain with a reputable insurer sufficient insurance cover to meet its liabilities under this Agreement. Vendor shall produce evidence of such insurances at any time upon request by Client.

22. Confidential Information and Data Protection: The parties may, from time to time during the term, provide to one another confidential information, including any information identified as confidential or proprietary, or which ought reasonably under the circumstances to be treated as confidential and/or proprietary, such as this Purchase Order, or information relating to a party's business, operations, products, services or methodologies (collectively, "Confidential Information"). Confidential Information shall not include information that: (1) is or becomes part of the public domain through no act or omission of the receiving party; (2) was in the receiving party's lawful possession prior to initial disclosure by the disclosing party; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or (4) is independently developed by the receiving party. During the term of this Purchase Order, and for a period of three (3) years following the expiration or termination for any reason of this Purchase Order, each party shall hold all Confidential Information relating to the other in confidence and shall treat such Confidential Information with the same degree of care that it uses to protect its own confidential information, which shall be no less than a reasonable degree of care.

- 23.** Vendor shall not, at any time during or after the term of this Purchase Order, use any Confidential Information received from Client for any purpose other than providing the service(s) under this Purchase Order. Vendor shall not remove any tangible embodiment of any Client's Confidential Information from Client's premises without the prior written consent of the Client. Upon Client's request, and upon the expiration or termination for any reason of this Purchase Order, Vendor shall promptly return to Client or, if so directed by Client, destroy all tangible embodiments of all Client's Confidential Information (in every form and medium), and certify such return or destruction in writing.
- 24.** Notwithstanding anything herein to the contrary, a receiving party shall be entitled to disclose Confidential Information to the extent required by law or judicial order, provided that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford it an opportunity to seek a protective order. Notwithstanding the foregoing, the Vendor understands and agrees that Client may disclose Confidential Information to those of its directors, employees, partners, agents and contract workers, who have a need to know such information and/or Confidential Information and who have confidentiality obligations with Client, that are restrictive as this Agreement.

25. Safeguarding of Data

Each Party shall comply with its obligations under any relevant data protection legislation and neither Party shall do any act that puts the other Party in breach of such legislation. In this clause "Data Protection Laws" means all laws and regulations governing or related to the access to, transfer of, storage of, or breach of data that can be used to identify an individual, "Client's Personal Data" means any data obtained by Vendor under or in connection with the performance of its obligations under this Purchase Order that can be used to identify an individual and any other personal data or data that is covered by the Data Protection Laws.

- a) In this clause [25], the terms "processing", "processor", "data subject" and "Personal Data" shall have the meaning given in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("the Regulation").
- b) With respect to Client Personal Data, Client appoints the Supplier as processor. The Supplier will not assume any responsibility for determining the purposes for which and the manner in which Client Personal Data is processed. Supplier (and its Sub-contractors) will not process Client Personal Data for their own purposes, nor include Client Personal Data in any product or service offered by the Supplier to third parties.
- c) The subject-matter, duration, nature and purpose of the processing of the Client Personal Data as well as the type of personal data and categories of data subjects are:
- The subject-matter of the processing is defined in this purchase order
 - The duration of the processing equals the Term of this purchase order.
 - The nature and purposes of the processing are as laid down in this purchase order
 - The categories of data subjects are as per this purchase order.
- d) Each Party shall comply with its obligations under any relevant data protection legislation and neither Party shall do any act that puts the other Party in breach of such legislation.
- e) To the extent the Supplier collects, uses, stores or otherwise processes (collectively, "Process") Client Personal Data in connection with the performance of its services under this Agreement, the Supplier shall Process such Client Personal Data in accordance with applicable law, rules and regulations including (without limitation) the Information Technology Act, 2000 (the "Act"), and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 (the "Rules").
- f) Without prejudice to the generality of the preceding clause, the Supplier represents that it shall implement and maintain reasonable security practices and procedures (including, without limitation, managerial, technical, operational and physical security control measures) designed to protect such Client Personal Data against unauthorised access, damage, use, modification, disclosure or

impairment, as required by the Rules (“Data Protection Procedures”). The Supplier shall not further disclose or transfer Client Personal Data to any other person or entity, except as required by applicable law or court order.

- g) The Supplier shall not retain Client Personal Data for longer than is reasonably required for the performance of its services. At Client’s written request at any time during the term of this Agreement or after, Supplier will either return immediately to Client, or destroy, all Client Personal Data which it may have received or collected under this Agreement and which may be in its (or, if an entity, its personnel’s) possession, including any copies made, and make no further use of such Client Personal Data. Upon Client’s request, the Supplier shall certify that all such Client Personal Data has been returned or destroyed in accordance with this clause.
- h) The Supplier will and will procure that all Sub-contractors will:
- i) Process Client Personal Data in accordance with the requirements as imposed under the Regulation on processors.
 - ii) Process Client Personal Data only in accordance with documented instructions from Client (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by Client to the Supplier during the Term), including with regard to transfers of Client Personal Data to a country outside the European Economic Area (EEA). Supplier shall immediately inform Client if, in its opinion (or the opinion of its Sub-contractors) an instruction infringes the Regulation or any other applicable law;
 - iii) unless otherwise requested by Client, process Client Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services;
 - iv) Implement appropriate technical and organizational measures to protect Client Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. When implementing and updating such technical and organizational measures ensuring a level of security appropriate to the risk, the Supplier will have regard to the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Supplier acknowledges that Client is relying upon the Supplier’s skill and knowledge in order to assess what is ‘appropriate’ to protect Client Personal Data in the context of this Agreement;
 - v) assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client’s obligation to respond to requests for exercising the data subject’s rights laid down in Chapter III of the Regulation;
 - vi) at the request of Client, assist in carrying out a data protection impact assessment prior to the processing of Client Personal Data;
 - vii) notify Client without undue delay after becoming aware of a personal data breach (meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Client Personal Data transmitted, stored or otherwise processed) and keep Client informed of any related developments. The notification to Client will include at least 1) the nature of the breach; 2) the impacted data categories; 3) the identified and potential consequences of the breach and 4) the measures Supplier takes to mitigate the consequences of the breach. Supplier shall take any measures necessary to mitigate (potential) damage resulting from the breach. At the request of Client, Supplier shall provide all additional information with regard to the breach and will assist Client in notifying the breach to a supervisory authority and/or the data subjects concerned;
 - viii) At the direction of Client, delete or return all Client Personal Data to Client after the end of the provision of the Services relating to processing, and delete existing copies unless applicable law requires storage of the Client Personal Data;
- i) Make available to Client all information necessary to demonstrate compliance with the obligations laid down in this clause [25]. The Supplier will ensure:

- i) the reliability of any employees and Sub-contractor personnel who have access to Client Personal Data;
 - ii) that all employees and Sub-contractor personnel involved in the processing of Client Personal Data have undergone adequate training in the care, protection and handling of personal data; and
 - iii) that persons authorized to process Client Personal Data have committed themselves to confidentiality and that they will perform their duties strictly in compliance with the provisions of [Confidentiality Clause in the agreement, so please check appropriate reference number] by treating such Client Personal Data as Confidential Information.
- j) The Supplier will promptly inform Client if it receives:
- i) a request from a data subject concerning any information that may be contained in Client Personal Data; or
 - ii) a complaint, communication or request relating to Client's obligations under the Regulation.
- k) Upon reasonable request of Client, the Supplier agrees to submit its data processing facilities, data files and documentation needed for processing Client Personal Data (and/or those of its agents, affiliates and Sub-contractors) to reviewing, auditing and/or certifying by Client (or any independent or impartial inspection agents or auditors, selected by Client and not reasonably objected to by the Supplier) to ascertain compliance with the warranties and undertakings in this Agreement, with reasonable notice and during regular business hours.
- l) The Supplier will not process or permit the processing of Client Personal Data outside the European Economic Area.
- m) The Supplier will at its own expense assist Client to comply with any obligations under the Regulation and any other applicable data protection legislation and will not perform its obligations under this Agreement in such a way as to cause Client to breach any of its obligations under the Regulation or any other applicable data protection legislation.
- n) Client shall have the right to audit Supplier's compliance with Clauses 24e through 24g of this Agreement, and inspect its Data Protection Procedures at any time during the term hereof and for a period of six (6) months after its termination, upon providing the Supplier reasonable prior notice. The Supplier will fully cooperate with any such audit that may be conducted.

26. Notice: Any notice or other communication required or authorized under this PO shall be in writing and given to the party for whom it is intended at the address given hereinabove in this PO or such other address as shall have been notified to the other party for that purpose, through registered post, courier, facsimile or electronic mail.

27. Force Majeure: Neither party shall be liable for any delay or failure to perform if such delay or failure arises from an act of God or of the public enemy, act of civil disobedience, epidemic, war, insurrection, labor action or governmental action.

28. Miscellaneous: Nothing in this Purchase Order or in any contract is intended to create a partnership or the relationship of principal and agent or employer and employee between the Parties. Neither Party has the authority or power to bind, to contract in the name of or to create a liability for the other in any way or for any purpose. If any provision of this Purchase Order or any part of any of its provisions is determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision shall not be affected.

29. Survival: Clauses 10, 12, 14, 19, 21 and this clause shall continue in full force and effect following the termination or expiry of this Purchase Order for any reason.

- 30. Severability:** If any provision of this PO or any part of any provision is determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions or the remainder of any such provision shall not be affected. If any clause is rendered void or unenforceable, whether wholly or in part, the Parties shall endeavor, without delay, to attain the economic and/or other intended result in another legally permissible manner.
- 31. Sole recourse:** Notwithstanding any other provision of this PO, the Vendor's recourse with respect to any matter (including, without limitation, any obligation of CLIENT hereunder) shall be limited to the assets of CLIENT and the Vendor shall have no recourse against, and shall bring no claim against, any other CLIENT Network Member nor any individual director, partner or employee of CLIENT or of any CLIENT Network Member.
- 32. Entire PO:** This PO constitutes the entire understanding between the Parties relating to the subject matter of this PO and, save as may be expressly referred to in this PO, supersedes all prior representations, writings, negotiations or understandings relating to the subject matter of this PO.

The Parties acknowledge that the Client have not relied on any representations, writings, negotiations or understandings, whether express or implied, (other than as set out in this PO) in entering this PO.

33. Jurisdiction and Dispute Resolution:

- a. Disputes or differences if any, arising out of this Purchase Order, including any disputes with regard to interpretation of any of the clause of this Purchase Order shall be referred shall be referred to a sole arbitrator mutually agreed by the parties, as per the provisions of Arbitration and Conciliation Act 1996. The arbitration shall be held at New Delhi.
- b. This PO shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in New Delhi. If no settlement can be reached through mutual discussion and negotiations within 15 days, then all such disputes arising out of or in connection with this PO, including any question regarding its existence, validity or termination, or any non-contractual obligations arising out of or in connection with this PO, shall be referred to and finally resolved by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration (ICA) and the award made in pursuance thereof shall be binding on the parties. The tribunal shall consist of three (3) arbitrators, each party shall appoint one (1) arbitrator and the third arbitrator shall be appointed by both arbitrators appointed by the parties. The seat of the arbitration shall be New Delhi, India. The language of the arbitration shall be English

GST Terms and Conditions

1. Notwithstanding anything contained in this Agreement, the following provisions in relation to the Goods and Services Tax ("GST") shall be applicable and required to be adhered to by the Vendor.

2. The term 'GST' shall mean and include Central Goods and Service Tax (CGST), State Goods and Service Tax (SGST), Integrated Goods and Service Tax (IGST) and Union Territory Goods and Service Tax (UTGST) and Compensation cess (Cess).

3. The term 'GST Act' shall mean and include Central Goods and Service Tax Act, 2017 (CGST Act), State Goods and Service Tax Act, 2017 (SGST Act), Integrated Goods and Service Tax Act, 2017 (IGST Act), Union Territory Goods and Service Tax Act, 2017 (UTGST Act), the Goods And Services Tax (Compensation to States) Act, 2017, rules made thereunder and any other GST related legislation in India for the time being in force including without limitation statutes, rules, regulations, bye-laws, policies made thereunder, along with any revisions, amendments or re-enactments and judgments, decrees, injunctions, writs, orders issued by any Court of Record or other requirement or official directive of any Governmental Authority or any person acting under the authority of any Governmental Authority or any statutory or regulatory authority.

4. The Vendor shall:

i. Provide on the invoice all the details including but not limited to the name of the Client Firm, Purchase Order number, valid PAN no. and state wise GST registration number(s), Supplier GSTIN, Harmonized System of Nomenclature (HSN) code, Place of supply, IRN number & QR Code (if applicable).

ii. Issue invoices/ debit notes, in compliance with the requirements under the GST laws and regulations and in a timely manner and invoices should reach the Client not later than 7 days from the date of issuance of invoice. Further it shall be the responsibility of Vendor to declare the details of the invoice/debit notes issued to the Client in their GSTR-1 return/Invoice furnishing facility for the month during which such invoice/debit notes have been issued.

a) Vendor who has opted to file Monthly Return, required to upload the invoices in Form GSTR 1, before 11th of next month

b) Vendor who has opted to file Quarterly Return, required to upload the invoices on monthly basis through Invoice Furnishing Facility (IFF), before 13th of next month.

iii. Correctly mention all requisite information on the GST portal, as required under the GST laws including but not limited to the correct amount, the place of supply, rate of tax, GSTIN of Client.

5. Vendor represents and warrants that it shall remain compliant with GST laws including but not limited to payment of GST, interest if any and all other requirements therein. Vendor shall be solely incur and bear any additional recoveries or tax incidence on account of non-compliances with GST laws.

6. All the invoice wise details should be uploaded on timely basis by the vendor on the GSTIN portal as a part of GSTR 1, enabling Client to avail the GST credit in the auto-populated GSTR2B. Notwithstanding anything contained in this Purchase Order, Client at its sole discretion will make the payment to the Vendor only after the Vendor has paid the taxes by filing GSTR3B and the invoice is uploaded by the Vendor in GST outward supply return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2B) to Client. In the event, there are any input GST credits denied to Client on account of non-compliance by the vendor, the credit loss and interest, if any, would need to be made good to the Client by the vendor or the Client reserves the right to recover the applicable taxes / amounts including interest, penalty and associated litigation cost from the dues payable to the vendor or the Client shall withhold such amounts from the subsequent payments to the vendor till the time input tax credit so denied is reinstated. Non-payment/ Delay in payment by Client cannot be taken as a plea for not depositing the tax and return on time. Further, the Vendor acknowledges that for claiming its payment the Vendor shall submit the documents as may be informed by Client along with appropriate invoice.

7. The Vendor shall indemnify, hold harmless and defend Client, its Affiliates, directors, officers, employees, and agents ("Indemnified Persons") from and against any claims, loss, costs, penalties arising out of due to the breach or due to any of the acts or omission on the part of the Vendor to comply any of the obligations mentioned above or otherwise or due to any reasons whereof Client is not able to avail the tax credit under the GST laws and regulations. Where a tax invoice has been issued by Vendor for supply of any goods or services as the case may be, and the taxable value or tax charged in that tax invoice is found to exceed the taxable value or tax payable in respect of such supply, or where the goods supplied are returned by Client, or where goods or services supplied are found to be deficient, vendor shall issue a GST compliant credit note to Client.

8. Vendor hereby acknowledges that the place of supply under GST Act shall be the place of supply as mentioned in this purchase order. It shall be the responsibility of the Vendor to intimate Client well in advance in case of deviation / disagreement with the place of supply as mentioned in this Purchase Order and on rate of tax, billing location, HSN code/ and other particulars stated in this Purchase Order.

9. On request by the Client, within the timeline specified under the GST laws and regulations, vendor shall accept the changes / addition / deletion on GSTN portal on account of non-upload or incorrect upload of details on GSTN by the Vendor.

10. In the case where domestic reverse charge is applicable on supply of goods or services by Vendor to Client under GST Act, the Vendor shall not charge any tax on invoice raised to Client.

11. Issue GST compliant receipt voucher to Client, where in terms of this Purchase Order, Client pays advance amount to the Vendor for supply of goods/ services. Further, the Vendor would be required to issue refund voucher as prescribed under GST Act in case no supply is made and no invoice is raised by Vendor to Client or the value of goods or services is less than the advance amount paid.

12. Vendor shall comply with all the requirements related to e-way bill, in case of movement of goods exceeding limit as prescribed under the GST Act.

13. Client may ask vendor to provide reconciliation statement of all the supplies made or services rendered by it including the details of credit note, debit note or other documents as prescribed.

14. Client on an annual basis, may ask the Vendor to provide a self-declaration that the Vendor is fully compliant with the GST laws, rules and regulations.