

PURCHASE ORDER

VENDOR COPY



Page No. : 001
Date : 05/04/2019

Vendor No. : 155823
CONNECTIVITY IT SOLUTIONS PVT LTD
ARC BUSINESS CENTRE, PLOT NO. GP 28,
GROUND FLOOR, SECTOR 18, GURUGRAM
GURUGRAM HAR 122015

Doc Co./PO No./Ty: 08094.19000014 OC
P.O. Date: 05/04/2019
Validity : Ship to :
End Date : 31/03/2020
Quote Ref.
Contr. Ref IN-9556093 NMM35577
Catalog :

Fan No: AAGCC1283L
GSTIN No: 06AAGCC1283L1ZK ST code: 06

With reference to your quotation/discussion, we record hereunder the terms and conditions between us on the basis whereof you are requested to supply the following goods :

Sr.	Item Code	UM	Quantity	Gross Rate	SAC/ Total	Detail of Levies
	Item Description			(Unit Price) UQC HSN	Rs. Ps	
1	NCPLR&DCAP8517 C9300-48UXM-A Catalyst 9300 48 -port BU. 3194010100 OBJ. 1216 SUB. 10	EA	1	390,607.60	390,607.60 EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019
2	NCPLR&DCAP8517 C1A1TCAT93002-3Y DNA Premier T erm C9300 48P 3Y BU. 3194010100 OBJ. 1216 SUB. 10	EA	36	3,983.63	143,410.68 EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019
3	NCPLR&DCAP8517 C1-C9300-48-DNAA-T Cisco ONE C 9300 DNA Advantag BU. 3194010100 OBJ. 1216 SUB. 10	EA	1		EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019
4	NCPLR&DCAP8517 C1-C9300-TRK-3Y Cisco ONE Subs cription SKU 3Y BU. 3194010100 OBJ. 1216 SUB. 10	EA	1		EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019
5	NCPLR&DCAP8517 C1-ISE-BASE-T Cisco ONE ISE BA SE License Term BU. 3194010100 OBJ. 1216 SUB. 10	EA	25		EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019
6	NCPLR&DCAP8517 C1-ISE-BASE-TRK-3Y Cisco ONE S ubscription ISE B EA BU. 3194010100 OBJ. 1216 SUB. 10	EA	25		EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019
7	NCPLR&DCAP8517 C1-ISE-PLS-T Cisco ONE ISE PLU S License Term BU. 3194010100 OBJ. 1216 SUB. 10	EA	25		EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019
8	NCPLR&DCAP8517 C1-ISE-PLS-TRK-3Y Cisco ONE Su bscription SKU IS EA BU. 3194010100 OBJ. 1216 SUB. 10	EA	25		EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019
9	NCPLR&DCAP8517 C1-SWATCH-T Cisco ONE Stealthw atch License Term BU. 3194010100 OBJ. 1216 SUB. 10	EA	25		EA 8517 SUBLT. W SUBL. 01709709	R&D Hyderabad- B/S Delivery Date: 30/04/2019

GlaxoSmithKline Consumer Private Limited

24-25 Floor, One Horizon Center, Golf Course Road, DLF Phase-5, Gurgaon- 122002, Haryana (India). Tel. : 0124-4336500, Fax : 0124-4336600
Regd. Office : Patiala Road, Nabha - 147 201 (PUNJAB) India
CIN No. : U24232PB2014FTC039082

Terms and Conditions

1. **PRICE:**
 - (i) The prices mentioned are fixed and exclusive of all taxes and no charge will be effected unless mutually agreed between the parties in writing. GlaxoSmithKline Consumer Healthcare Ltd. or GlaxoSmithKline Asia Pvt. Ltd. or GlaxoSmithKline Consumer Pvt. Ltd., as may be applicable, ("GSK" in short) reserves the right to ask for reduction in the quantity and / or price mentioned in case there is a general fall in prices of goods/ services covered hereunder.
 - (ii) Until otherwise agreed upon, or satisfactory performance of obligations by the Supplier and on submission of invoice along with complete supporting, GSK shall pay the Supplier the agreed amount of consideration.
2. **SUPPLIER:**

Supplier(s) means not only the supplier himself but also his agents, employees, shareholders, directors, clients, affiliates, subsidiary(ies)
3. **PACKING:**
 - (i) The goods or any part thereof must be packed securely and properly in the prescribed manner for transportation so as to ensure its delivery free from any defect or loss during handling/ transit.
 - (ii) Notwithstanding the nature of the agreement, till the time GSK actually take, the delivery of the goods, the Supplier shall be deemed to be the titleholder of the same. In such capacity, the Supplier shall take all care and caution for the safe custody of the goods.
4. **DOCUMENTATION**
 - (i) Delivery Challan in duplicate containing the PO No., Date and Serial Number of LR/RR/AWB/B/L/Consignment Note as the case may be, date and description of material as given in the PO should be submitted while delivering the goods. One copy of the challan would be retained by GSK and the other acknowledged copy would be returned to the Supplier.
 - (ii) Invoice must be addressed to the concerned location of GSK.
 - (iii) All invoices must be accompanied with copy of acknowledged Delivery Challan and sent to GSK in duplicate bearing the PO No. and Date.
 - (iv) Supplies of all goods or services shall be accompanied by GST invoices & way bills containing all particulars prescribed under the relevant GST laws. Invoices shall be addressed to the concerned billing location of GSK. GSK reserves the right to return goods/ reject services in case of any discrepancy in the above documents. In case GSK accepts the goods and/or services without rejection, any loss of credit owing to documentation errors shall be borne by supplier.
 - (v) Copy of insurance shall be delivered to GSK in case there is any transit insurance of the supplies.
5. **REJECTION:**
 - (i) GSK shall have the right of inspection of the goods before and after delivery and decision of GSK as to goods or part thereof not being in accordance with the description, specification; samples stated in the PO and /or in damaged conditions shall be final. In such case, GSK shall be entitled to reject the goods or part thereof and make either get the rejected supplies replaced or purchase from other sources at the risk and cost of the Supplier and the Supplier shall, without prejudice to the other rights that GSK may have against the Supplier, be liable for the difference between the price mentioned in the PO and final cost to GSK. In case the goods are rejected by GSK as aforesaid, it shall be deemed to have effect of the Supplier having failed to supply according to the delivery programme and all consequences as mentioned below shall operate and have effect.
 - (ii) GSK further reserves the right to adjust the price of damaged/short-supply/non-conforming goods already paid from subsequent invoices as and when they become due.
 - (iii) GSK reserves the right to reject the goods, partly or wholly, at its option in the event of delayed delivery of such goods and in case of excess supplies being supplied by the supplier. However, GSK may accept the goods or part thereof at its discretion with/without payment of penalty as may be reasonably determined by it.
6. **PERFORMANCE GUARANTEE & INDEMNITY**
 - (i) The Supplier guarantees that the good(s) mentioned in the invoice is/are warranted to be of the nature and quality which it/these purports/purport to be and such guarantee shall remain in force for the period mentioned in the PO.
 - (ii) The Supplier shall indemnify and hold harmless GSK, its subsidiary(ies) and respective officers, directors, agents, and employees against any and all claims arising out of or in connection with:
 - (a) defective workmanship, quality or materials;
 - (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply made by the Supplier;
 - (c) negligent performance or failure or delay in performance of the obligations by the Supplier;
 - (d) disclosure of any confidential information to any third party;
 - (e) breach of warranties and representations made by the Supplier.
7. **COMPLIANCE WITH GSK'S POLICIES & LAWS**
 - (i) Supplier agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that [he/she/it] has not, and covenants that [he/she/it] will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting [him/her/it] or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
 - (ii) GSK shall be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Clause 6(i). Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 6(ii).
 - (iii) Supplier shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior [written] approval of GSK and, when requested by GSK, only in the presence of a GSK designated representative. For the purpose of this agreement "Government Official" (where "government" means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organization such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or, (e) any person acting in an official capacity for or on behalf of any of the above.
 - (iv) Supplier shall inform GSK in writing, if, during the course of this Agreement, [he/she/it] is convicted of or pleads guilty to a criminal offence involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debared, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.
 - (v) Supplier represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Agreement: (1) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; (2) it shall inform GSK in writing at the earliest possible opportunity of any conflict of interest that arises during the performance of this Agreement; and (3) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement.
 - (vi) GSK shall have the right during the terms of this Agreement to conduct an audit of Supplier's activities under this Agreement to monitor compliance with the terms of this Agreement. Supplier shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.
 - (vii) Supplier shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. Supplier must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.
 - (viii) Supplier agrees that in the event that GSK believes that there has been a possible violation of the terms of this Agreement, GSK may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its agencies, and to whomsoever GSK determines in good faith has a legitimate need to know.
 - (ix) Third Party] shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at Supplier who act on behalf of GSK or interact with government officials during the course of any services provided to GSK. Supplier shall provide GSK the opportunity to evaluate the training to determine whether it abides by

GSK's standards and shall conduct additional training, as requested by GSK. Supplier, upon request by GSK, shall certify that the anti-bribery and anti-corruption training has taken place.

- (x) The Supplier shall
 - (a) Maintain compliance with all applicable laws, regulations, licenses, permits, information registrations and restrictions
 - (b) Have implemented an EHS policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment
 - (c) Ensure there is at least one senior executive with responsibility for EHS and the organization has access to technical expertise to support the company in meeting EHS legal obligations
 - (d) Disclose and report proactively to GSK on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions
 - (e) Provide relevant information, education and training to workers on the hazards, risks and controls associated with their job.
 - (f) Provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling and processing of materials and waste in order to protect people, the environment and local communities from harm
 - (g) Provide and maintain emergency detection systems and an effective response capability.
 - (xi) Unless otherwise required or prohibited by law, Supplier warrants that in relation to its performance of this Agreement:
 - (a) it does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child
 - (b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;
 - (c) it provides a safe and healthy workplace, presenting no immediate hazards to its workers. Any housing provided by Supplier to its workers is safe for habitation. Supplier provides access to clean water, food, and emergency healthcare to its in the event of accidents or incidents at Supplier's workplace;
 - (d) it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity);
 - (e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
 - (f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - (g) it complies with the laws on working hours and employment rights in the countries in which it operates;
 - (h) it is respectful of its employees right to join & form independent trade unions & freedom of association; &
 - (xii) Supplier is responsible for controlling its own supply chain & shall encourage compliance with ethical standards & human rights by any subsequent supplier of goods & services that are used by Supplier when performing its obligations under this Agreement.
 - (xiii) Supplier shall ensure that it has ethical & human rights policies & an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, Supplier shall report the alleged complaint & proposed remedy to GSK.
 - (xiv) GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Supplier's premises to monitor compliance with the provisions of this Clause [x], & Supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.
 - (xv) All Suppliers of GSK are evaluated by GSK's Third-Party Oversight (TPO) process. Any mandatory clauses which are a requirement as per TPO assessment & which are currently not included in this document shall be executed between the parties separately.
8. **Warranties**

Supplier warrants that:-

 - (i) the Goods supplied to GSK shall be of merchantable quality, fit for the purpose intended & free of defects in materials, workmanship & design;
 - (ii) all supplies made under this PO have been produced, sold, delivered & furnished "in strict compliance with all applicable local & national statutory laws & all quality & safety standards have been duly met with;
 - (iii) it has the full power to enter into the Purchase Order & to perform its obligations under the Purchase Order;
 - (iv) it has the right & unrestricted ability to supply the supplies to GSK including, without limitation, the right to supply any supplies supplied by Supplier personnel & subcontractors where permitted;
 - (v) the supplies & GSK's consumption of the supplies do not & will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory;
 - (vi) Supplier will not disclose to GSK, bring on to GSK's premises, or induce GSK to use any confidential or proprietary information that belongs to anyone other than GSK or Supplier which is not covered by a non-disclosure agreement between GSK & Supplier.
 9. **Severability**

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.
10. **GENERAL**
 - (i) This PO is issued by GSK based on Suppliers quotation & constitutes a binding contract. The Supplier shall have the option to rescind this document within 2 days of it being issued post which this terms & conditions shall be deemed to be accepted & it shall be presumed that the Supplier is taking steps to execute the order & failure to do so after the expiry of this stipulated period shall amount to a breach of the PO terms.
 - (ii) Supplier shall quote PO No. on all correspondences with GSK pertaining to this PO including the invoices.
 - (iii) Order(s) are subject to cancellation without assigning any reason whatsoever upon giving 30 days notice in writing in which case the advance, if any, shall be refundable forthwith.
 - (iv) In the absence of complete specifications or the sample, the supply of goods or any part thereof shall be subject to GSK's satisfaction & approval.
 - (v) Any change in the ownership/ management/ control/ constitution of the Supplier must be intimated to GSK at the earliest. GSK reserves the right to terminate the contract, if in its opinion such changes are detrimental to GSK.
 - (vi) The Supplier shall not, without GSK's consent in writing, assign the contract or any part thereof to any other person party.
 - (vii) The supplier while supplying the goods or performing his services shall not interfere with the working or activities of GSK its subsidiary(ies) or any of its employees.
 - (viii) Nothing in this agreement shall create any association, partnership, joint venture or relationship of principal & agent between the parties hereto, it being understood that the parties hereto are with respect to each other independent contractors, & neither party shall have any authority to bind the other or the other's representatives in any way.
 - (ix) Neither party shall be liable to the other for failure or delay in fulfilling any of its obligations under this agreement if such failure or delay is occasioned by causes of Force Majeure, which shall be limited to flood, earthquake, irresistible nature forces, war conditions, riot & civil commotion.
 - (x) The Purchase Order, any agreement resulting from its acceptance & the rights & obligations of the parties hereto shall be construed in accordance with & be governed by the laws applicable in India & all disputes & differences whatsoever arising between the parties out of or relating to this PO or breach thereof shall be settled by discussion between the parties. Failing such resolution, the court(s) at Gurugram, Haryana shall have the exclusive jurisdiction to decide on such dispute/difference.
 - (xi) This PO along with any written agreement/contract, if executed between the parties, shall supersede all prior discussions & arrangement between the parties hereto with respect to the matters covered hereby unless specifically agreed otherwise. This PO may not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. If the parties have executed a separate detailed contract for the purpose mentioned here in above, the said detailed contract & the terms & conditions of this PO shall be construed harmoniously in conjunction & not in derogation of each other. In case of conflict between them, terms of the detailed contract shall prevail.
 - (xii) Depending on the nature of services being provided by the Supplier, GSK shall have the right to include special terms & conditions in the PO which shall be read in conjunction with these terms & conditions. In the event of a conflict between the two, these special conditions shall prevail.
 - (xiii) GSK may at its option cancel this PO or any part thereof at any time. In such an event, GSK's liability will be to pay for materials manufactured & supplied or services rendered in accordance with the Purchase Order up to the date of cancellation & for costs of materials & other items ordered in connection with the Goods for which Supplier is legally bound to pay. Upon such payment, title to & property in all those materials & other items shall pass to GSK.
 - (xiv) GSK shall not be liable for any consequential or anticipated loss or any loss of similar nature suffered by the supplier.
 - (xv) GSK shall not be liable for any claims or liabilities on supplies arising before GSK takes actual delivery of the same.
 - (xvi) All notices, consents, claims, demands, waivers & communications hereunder (each, a "Notice") shall be in writing & addressed to GSK at the address set forth on the face of this Order or to such other address that may be designated by GSK in writing.
 - (xvii) GSK reserves the right to make any changes in the PO through a written intimation to the supplier.

Terms and Conditions

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 - (ii) The Supplier shall indemnify and hold harmless GSK, its subsidiary(ies) and respective officers, directors, agents, and employees against any and all claims arising out of or in connection with:
 - (a) defective workmanship, quality or materials;
 - (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply made by the Supplier;
 - (c) negligent performance or failure or delay in performance of the obligations by the Supplier;
 - (d) disclosure of any confidential information to any third party;
 - (e) breach of warranties and representations made by the Supplier.
7. **COMPLIANCE WITH GSK'S POLICIES & LAWS**
 - (i) Supplier agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that [he/she/it] has not, and covenants that [he/she/it] will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting [him/her/it] or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
 - (ii) GSK shall be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Clause 6(i). Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 6(ii).
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 - (vi) GSK shall have the right during the terms of this Agreement to conduct an audit of Supplier's activities under this Agreement to monitor compliance with the terms of this Agreement. Supplier shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.
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 - (a) Maintain compliance with all applicable laws, regulations, licenses, permits, information registrations and restrictions
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 - (e) Provide relevant information, education and training to workers on the hazards, risks and controls associated with their job.
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 - (b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;
 - (c) it provides a safe and healthy workplace, presenting no immediate hazards to its workers. Any housing provided by Supplier to its workers is safe for habitation. Supplier provides access to clean water, food, and emergency healthcare to its in the event of accidents or incidents at Supplier's workplace;
 - (d) it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity);
 - (e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
 - (f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - (g) it complies with the laws on working hours and employment rights in the countries in which it operates;
 - (h) it is respectful of its employees right to join & form independent trade unions & freedom of association; &
 - (xii) Supplier is responsible for controlling its own supply chain & shall encourage compliance with ethical standards & human rights by any subsequent supplier of goods & services that are used by Supplier when performing its obligations under this Agreement.
 - (xiii) Supplier shall ensure that it has ethical & human rights policies & an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, Supplier shall report the alleged complaint & proposed remedy to GSK.
 - (xiv) GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Supplier's premises to monitor compliance with the provisions of this Clause [xi], & Supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.
 - (xv) All Suppliers of GSK are evaluated by GSK's Third-Party Oversight (TPO) process. Any mandatory clauses which are a requirement as per TPO assessment & which are currently not included in this document shall be executed between the parties separately.
8. **Warranties**

Supplier warrants that:-

 - (i) The Goods supplied to GSK shall be of merchantable quality, fit for the purpose intended & free of defects in materials, workmanship & design;
 - (ii) all supplies made under this PO have been produced, sold, delivered & furnished in strict compliance with all applicable local & national statutory laws & all quality & safety standards have been duly met with;
 - (iii) it has the full power to enter into the Purchase Order & to perform its obligations under the Purchase Order;
 - (iv) it has the right & unrestricted ability to supply the supplies to GSK including, without limitation, the right to supply any supplies supplied by Supplier personnel & subcontractors where permitted;
 - (v) the supplies & GSK's consumption of the supplies do not & will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory;
 - (vi) Supplier will not disclose to GSK, bring on to GSK's premises, or induce GSK to use any confidential or proprietary information that belongs to anyone other than GSK or Supplier which is not covered by a non-disclosure agreement between GSK & Supplier.
 9. **Severability**

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.
10. **GENERAL**
 - (i) This PO is issued by GSK based on Suppliers quotation & constitutes a binding contract. The Supplier shall have the option to rescind this document within 2 days of it being issued post which this terms & conditions shall be deemed to be accepted & it shall be presumed that the Supplier is taking steps to execute the order & failure to do so after the expiry of this stipulated period shall amount to a breach of the PO terms.
 - (ii) Supplier shall quote PO No. on all correspondences with GSK pertaining to this PO including the invoices.
 - (iii) Order(s) are subject to cancellation without assigning any reason whatsoever upon giving 30 days notice in writing in which case the advance, if any, shall be refundable forthwith.
 - (iv) In the absence of complete specifications or the sample, the supply of goods or any part thereof shall be subject to GSK's satisfaction & approval.
 - (v) Any change in the ownership/ management/ control/ constitution of the Supplier must be intimated to GSK at the earliest. GSK reserves the right to terminate the contract, if in its opinion such changes are detrimental to GSK.
 - (vi) The Supplier shall not, without GSK's consent in writing, assign the contract or any part thereof to any other person party.
 - (vii) The supplier while supplying the goods or performing his services shall not interfere with the working or activities of GSK its subsidiary(ies) or any of its employees.
 - (viii) Nothing in this agreement shall create any association, partnership, joint venture or relationship of principal & agent between the parties hereto, it being understood that the parties hereto are with respect to each other independent contractors, & neither party shall have any authority to bind the other or the other's representatives in any way.
 - (ix) Neither party shall be liable to the other for failure or delay in fulfilling any of its obligations under this agreement if such failure or delay is occasioned by causes of Force Majeure, which shall be limited to flood, earthquake, irresistible nature forces, war conditions, riot & civil commotion.
 - (x) The Purchase Order, any agreement resulting from its acceptance & the rights & obligations of the parties hereto shall be construed in accordance with & be governed by the laws applicable in India & all disputes & differences whatsoever arising between the parties out of or relating to this PO or breach thereof shall be settled by discussion between the parties. Failing such resolution, the court(s) at Gurugram, Haryana shall have the exclusive jurisdiction to decide on such dispute/difference.
 - (xi) This PO along with any written agreement/contract, if executed between the parties, shall supersede all prior discussions & arrangement between the parties hereto with respect to the matters covered hereby unless specifically agreed otherwise. This PO may not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. If the parties have executed a separate detailed contract for the purpose mentioned here in above, the said detailed contract & the terms & conditions of this PO shall be constructed harmoniously in conjunction & not in derogation of each other. In case of conflict between them, terms of the detailed contract shall prevail.
 - (xii) Depending on the nature of services being provided by the Supplier, GSK shall have the right to include special terms & conditions in the PO which shall be read in conjunction with these terms & conditions. In the event of a conflict between the two, these special conditions shall prevail.
 - (xiii) GSK may at its option cancel this PO or any part thereof at any time. In such an event, GSK's liability will be to pay for materials manufactured & supplied or services rendered in accordance with the Purchase Order up to the date of cancellation & for costs of materials & other items ordered in connection with the Goods for which Supplier is legally bound to pay. Upon such payment, title to & property in all those materials & other items shall pass to GSK.
 - (xiv) GSK shall not be liable for any consequential or anticipated loss or any loss of similar nature suffered by the supplier.
 - (xv) GSK shall not be liable for any claims or liabilities on supplies arising before GSK takes actual delivery of the same.
 - (xvi) All notices, consents, claims, demands, waivers & communications hereunder (each, a "Notice") shall be in writing & addressed to GSK at the address set forth on the face of this Order or to such other address that may be designated by GSK in writing.
 - (xvii) GSK reserves the right to make any changes in the PO through a written intimation to the supplier.

gsk

Page 003
PO No./Date. 19000014 05/04/2019

CAB-TA-1N India AC Type A Power Cable				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 30/04/2019	
22	NCPLR&DCAP8517	EA	4	20,790.00	83,160.00				
GLC-SX-MMD= 1000BASE-SX SFP transceiver module.				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 30/04/2019	
23	NCPLR&DCAP8517	EA	1						
C9300-NW-A-48 C9300 Network Advantage. 48-port				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 05/04/2019	
24	NCPLR&DCAP8517	EA	1						
S9300UK9-166 CAT9300 Universal image				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 05/04/2019	
25	NCPLR&DCAP8517	EA	1						
PWR-G1-1100WAC-P 1100W AC 80+ platinum Config 1				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 05/04/2019	
26	NCPLR&DCAP8517	EA	1	61,446.00	61,446.00				
PWR-G1-1100WAC-P/2 1100W AC 80 + platinum Config				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 30/04/2019	
27	NCPLR&DCAP8517	EA	1	3,234.00	3,234.00				
STACK-T1-50CM 50CM Type 1 Stacking Cable				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 30/04/2019	
28	NCPLR&DCAP8517	EA	1	3,072.30	3,072.30				
CAB-SPWR-30CM Catalyst 3750X and 3850 Stack Power				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 30/04/2019	
29	NCPLR&DCAP8517	EA	1						
C1A1TCAT93002 DNA Premier Term, C9300 48-port				EA 8517					
BU.	3194010100	OBJ. 1216	SUB. 10	SUBLT. W	SUBL. 01709709	R&D Hyderabad- B/S		Delivery Date: 30/04/2019	
Total Order Value.....				975,436.58					

GlaxoSmithKline Consumer Private Limited,
Ground Floor, Building No. 1800,
Takshila Tech Parks & Incubators (India),
Survey No. 101, 101/2, Lalgadi Malakpet,
Shameerpet Mandal,
Hyderabad : 500 078
State Code: 36

Invoice to:
GlaxoSmithKline Consumer Private Limited,
Ground Floor, Building No. 1800,
Takshila Tech Parks & Incubators (India),
Survey No. 101, 101/2, Lalgadi Malakpet,
Shameerpet Mandal,
Hyderabad : 500 078

GSK GSTIN : 36AAFCG8415B1ZV
PAN NO. : AAFCCG8415R

GlaxoSmithKline Consumer Private Limited

24-25 Floor, One Horizon Center, Golf Course Road, DLF Phase-5, Gurgaon- 122002, Haryana (India). Tel. : 0124-4336500, Fax : 0124-4336600
Regd. Office : Patiala Road, Nabha - 147 201 (PUNJAB) India
CIN No. : U24232PB2014FTC039082

Terms and Conditions

1. **PRICE:**
 - (i) The prices mentioned are fixed and exclusive of all taxes and no charge will be effected unless mutually agreed between the parties in writing. GlaxoSmithKline Consumer Healthcare Ltd. or GlaxoSmithKline Asia Pvt. Ltd. or GlaxoSmithKline Consumer Pvt. Ltd., as may be applicable, ("GSK" in short) reserves the right to ask for reduction in the quantity and / or price mentioned in case there is a general fall in prices of goods/ services covered hereunder.
 - (ii) Until otherwise agreed upon, or satisfactory performance of obligations by the Supplier and on submission of invoice along with complete supporting, GSK shall pay the Supplier the agreed amount of consideration.
2. **SUPPLIER:**

Supplier(s) means not only the supplier himself but also his agents, employees, shareholders, directors, clients, affiliates, subsidiary(s)
3. **PACKING:**
 - (i) The goods or any part thereof must be packed securely and properly in the prescribed manner for transportation so as to ensure its delivery free from any defect or loss during handling/ transit.
 - (ii) Notwithstanding the nature of the agreement, till the time GSK actually take, the delivery of the goods, the Supplier shall be deemed to be the titleholder of the same. In such capacity, the Supplier shall take all care and caution for the safe custody of the goods.
4. **DOCUMENTATION**
 - (i) Delivery Challan in duplicate containing the PO No., Date and Serial Number of LR/RR/AWB/B/U/Consignment Note as the case may be, date and description of material as given in the PO should be submitted while delivering the goods. One copy of the challan would be retained by GSK and the other acknowledged copy would be returned to the Supplier.
 - (ii) Invoice must be addressed to the concerned location of GSK.
 - (iii) All invoices must be accompanied with copy of acknowledged Delivery Challan and sent to GSK in duplicate bearing the PO No. and Date.
 - (iv) Supplies of all goods or services shall be accompanied by GST invoices & way bills containing all particulars prescribed under the relevant GST laws. Invoices shall be addressed to the concerned billing location of GSK. GSK reserves the right to return goods/ reject services in case of any discrepancy in the above documents. In case GSK accepts the goods and/or services without rejection, any loss of credit owing to documentation errors shall be borne by supplier.
 - (v) Copy of insurance shall be delivered to GSK in case there is any transit insurance of the supplies.
5. **REJECTION:**
 - (i) GSK shall have the right of inspection of the goods before and after delivery and decision of GSK as to goods or part thereof not being in accordance with the description, specification; samples stated in the PO and /or in damaged conditions shall be final. In such case, GSK shall be entitled to reject the goods or part thereof and make either get the rejected supplies replaced or purchase from other sources at the risk and cost of the Supplier and the Supplier shall, without prejudice to the other rights that GSK may have against the Supplier, be liable for the difference between the price mentioned in the PO and final cost to GSK. In case the goods are rejected by GSK as aforesaid, it shall be deemed to have effect of the Supplier having failed to supply according to the delivery programme and all consequences as mentioned below shall operate and have effect.
 - (ii) GSK further reserves the right to adjust the price of damaged/short-supply/non-conforming goods already paid from subsequent invoices as and when they become due.
 - (iii) GSK reserves the right to reject the goods, partly or wholly, at its option in the event of delayed delivery of such goods and in case of excess supplies being supplied by the supplier. However, GSK may accept the goods or part thereof at its discretion without payment of penalty as may be reasonably determined by it.
6. **PERFORMANCE GUARANTEE & INDEMNITY**
 - (i) The Supplier guarantees that the good(s) mentioned in the invoice is/are warranted to be of the nature and quality which it/these purports/purport to be and such guarantee shall remain in force for the period mentioned in the PO.
 - (ii) The Supplier shall indemnify and hold harmless GSK, its subsidiary(s) and respective officers, directors, agents, and employees against any and all claims arising out of or in connection with:
 - (a) defective workmanship, quality or materials;
 - (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply made by the Supplier;
 - (c) negligent performance or failure or delay in performance of the obligations by the Supplier;
 - (d) disclosure of any confidential information to any third party;
 - (e) breach of warranties and representations made by the Supplier.
7. **COMPLIANCE WITH GSK'S POLICIES & LAWS**
 - (i) Supplier agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that [he/she/it] has not, and covenants that [he/she/it] will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting [him/her/it] or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
 - (ii) GSK shall be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Clause 6(i). Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 6(ii).
 - (iii) Supplier shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior [written] approval of GSK and, when requested by GSK, only in the presence of a GSK designated representative. For the purpose of this agreement "Government Official" (where "government" means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organization, such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above.
 - (iv) Supplier shall inform GSK in writing, if, during the course of this Agreement, [he/she/it] is convicted of or pleads guilty to a criminal offence involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.
 - (v) Supplier represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Agreement: (1) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; (2) it shall inform GSK in writing at the earliest possible opportunity of any conflict of interest that arises during the performance of this Agreement; and (3) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement.
 - (vi) GSK shall have the right during the terms of this Agreement to conduct an audit of Supplier's activities under this Agreement to monitor compliance with the terms of this Agreement. Supplier shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.
 - (vii) Supplier shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. Supplier must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.
 - (viii) Supplier agrees that in the event that GSK believes that there has been a possible violation of the terms of this Agreement, GSK may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its agencies, and to whomsoever GSK determines in good faith has a legitimate need to know.
 - (ix) Third Party shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at Supplier who act on behalf of GSK or interact with government officials during the course of any services provided to GSK. Supplier shall provide GSK the opportunity to evaluate the training to determine whether it abides by

GSK's standards and shall conduct additional training, as requested by GSK. Supplier, upon request by GSK, shall certify that the anti-bribery and anti-corruption training has taken place.

- (x) The Supplier shall
 - (a) Maintain compliance with all applicable laws, regulations, licenses, permits, information regulations and restrictions
 - (b) Have implemented an EHS policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment
 - (c) Ensure there is at least one senior executive with responsibility for EHS and the organization has access to technical expertise to support the company in meeting EHS legal obligations
 - (d) Disclose and report proactively to GSK on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions
 - (e) Provide relevant information, education and training to workers on the hazards, risks and controls associated with their job.
 - (f) Provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling and processing of materials and waste in order to protect people, the environment and local communities from harm
 - (g) Provide and maintain emergency detection systems and an effective response capability.
 - (xi) Unless otherwise required or prohibited by law, Supplier warrants that in relation to its performance of this Agreement:
 - (a) it does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child
 - (b) it does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;
 - (c) it provides a safe and healthy workplace, presenting no immediate hazards to its workers. Any housing provided by Supplier to its workers is safe for habitation. Supplier provides access to clean water, food, and emergency healthcare to its in the event of accidents or incidents at Supplier's workplace;
 - (d) it does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity);
 - (e) it does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
 - (f) it pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - (g) it complies with the laws on working hours and employment rights in the countries in which it operates;
 - (h) it is respectful of its employees right to join & form independent trade unions & freedom of association; &
 - (xii) Supplier is responsible for controlling its own supply chain & shall encourage compliance with ethical standards & human rights by any subsequent supplier of goods & services that are used by Supplier when performing its obligations under this Agreement.
 - (xiii) Supplier shall ensure that it has ethical & human rights policies & an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, Supplier shall report the alleged complaint & proposed remedy to GSK.
 - (xiv) GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Supplier's premises to monitor compliance with the provisions of this Clause [xii], & Supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.
 - (xv) All Suppliers of GSK are evaluated by GSK's Third-Party Oversight (TPO) process. Any mandatory clauses which are a requirement as per TPO assessment & which are currently not included in this document shall be executed between the parties separately.
8. **Warranties**

Supplier warrants that:-

 - (i) the Goods supplied to GSK shall be of merchantable quality, fit for the purpose intended & free of defects in materials, workmanship & design;
 - (ii) all supplies made under this PO have been produced, sold, delivered & furnished in strict compliance with all applicable local & national statutory laws & all quality & safety standards have been duly met with;
 - (iii) it has the full power to enter into the Purchase Order & to perform its obligations under the Purchase Order;
 - (iv) it has the right & unrestricted ability to supply the supplies to GSK including, without limitation, the right to supply any supplies supplied by Supplier personnel & subcontractors where permitted;
 - (v) the supplies & GSK's consumption of the supplies do not & will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory;
 - (vi) Supplier will not disclose to GSK, bring on to GSK's premises, or induce GSK to use any confidential or proprietary information that belongs to anyone other than GSK or Supplier which is not covered by a non-disclosure agreement between GSK & Supplier.
 9. **Severability**

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.
 10. **GENERAL**
 - (i) This PO is issued by GSK based on Suppliers quotation & constitutes a binding contract. The Supplier shall have the option to rescind this document within 2 days of it being issued post which this terms & conditions shall be deemed to be accepted & it shall be presumed that the Supplier is taking steps to execute the order & failure to do so after the expiry of this stipulated period shall amount to a breach of the PO terms.
 - (ii) Supplier shall quote PO No. on all correspondences with GSK pertaining to this PO including the invoices.
 - (iii) Order(s) are subject to cancellation without assigning any reason whatsoever upon giving 30 days notice in writing in which case the advance, if any, shall be refundable forthwith.
 - (iv) In the absence of complete specifications or the sample, the supply of goods or any part thereof shall be subject to GSK's satisfaction & approval.
 - (v) Any change in the ownership/ management/ control/ constitution of the Supplier must be intimated to GSK at the earliest. GSK reserves the right to terminate the contract, if in its opinion such changes are detrimental to GSK.
 - (vi) The Supplier shall not, without GSK's consent in writing, assign the contract or any part thereof to any other person party.
 - (vii) The supplier while supplying the goods or performing his services shall not interfere with the working or activities of GSK its subsidiary(s) or any of its employees.
 - (viii) Nothing in this agreement shall create any association, partnership, joint venture or relationship of principal & agent between the parties hereto, it being understood that the parties hereto are with respect to each other independent contractors, & neither party shall have any authority to bind the other or the other's representatives in any way.
 - (ix) Neither party shall be liable to the other for failure or delay in fulfilling any of its obligations under this agreement if such failure or delay is occasioned by causes of Force Majeure, which shall be limited to flood, earthquake, irresistible nature forces, war conditions, riot & civil commotion.
 - (x) The Purchase Order, any agreement resulting from its acceptance & the rights & obligations of the parties hereto shall be construed in accordance with & be governed by the laws applicable in India & all disputes & differences whatsoever arising between the parties out of or relating to this PO or breach thereof shall be settled by discussion between the parties. Failing such resolution, the court(s) at Gurugram, Haryana shall have the exclusive jurisdiction to decide on such dispute/difference.
 - (xi) This PO along with any written agreement/contract, if executed between the parties, shall supersede all prior discussions & arrangement between the parties hereto with respect to the matters covered hereby unless specifically agreed otherwise. This PO may not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. If the parties have executed a separate detailed contract for the purpose mentioned here in above, the said detailed contract & the terms & conditions of this PO shall be construed harmoniously in conjunction & not in derogation of each other. In case of conflict between them, terms of the detailed contract shall prevail.
 - (xii) Depending on the nature of services being provided by the Supplier, GSK shall have the right to include special terms & conditions in the PO which shall be read in conjunction with these terms & conditions. In the event of a conflict between the two, these special conditions shall prevail.
 - (xiii) GSK may at its option cancel this PO or any part thereof at any time. In such an event, GSK's liability will be to pay for materials manufactured & supplied or services rendered in accordance with the Purchase Order up to the date of cancellation & for costs of materials & other items ordered in connection with the Goods for which Supplier is legally bound to pay. Upon such payment, title to & property in all those materials & other items shall pass to GSK.
 - (xiv) GSK shall not be liable for any consequential or anticipated loss or any loss of similar nature suffered by the supplier.
 - (xv) GSK shall not be liable for any claims or liabilities on supplies arising before GSK takes actual delivery of the same.
 - (xvi) All notices, consents, claims, demands, waivers & communications hereunder (each, a "Notice") shall be in writing & addressed to GSK at the address set forth on the face of this Order or to such other address that may be designated by GSK in writing.
 - (xvii) GSK reserves the right to make any changes in the PO through a written intimation to the supplier.



Page 004
PO No./Date. 19000014 05/04/2019

Payment terms: 75 days from receipt and acceptance of GST invoice as per GSK payment cycle on 2nd, 9th, 16th & 21st of every month through RTGS.

PAN NO. : AAFCG8415R

Please reach out to "rnd.paymentqueries@gsk.com" for any payment related queries on this purchase order.

Taxes : Actuals

Approved by : Narendra Vutla

User : Venkat K

Model Tax Clause:

Notwithstanding anything contained in this contract/ PO, the following clauses shall come into effect on the date of implementation of Goods and Services Tax (GST) in India and shall supersede all other clauses to the extent covered in these clauses or contrary to these clauses:

Supplies of all goods or services must accompany the GST invoice & way bills containing all the particulars as prescribed under the relevant GST laws. Invoices should be addressed to the concerned billing location of GSK. GSK reserves the right to return the goods/ reject the services, in case of any discrepancy in the above documents. In case, GSK accepts the goods & services without rejection, any loss of credit on account of documentation errors shall be borne by supplier.

GSK shall pay all the appropriate taxes as shown in the invoice subject to submission of invoices and timely deposit of applicable taxes by the supplier. Further, GSK shall not be responsible for any tax liability arising out of this agreement if the same were not charged in the periodical invoices. The suppliers shall pass on the full benefit of any reduction in tax rate/additional credits/ refunds, whether in cash or credit, received by him in relation to the taxes paid by GSK.

GSK shall reimburse any additional tax which the supplier is required to pay due to retrospective amendment in law in respect to supplies of goods/services made to GSK.

In the event of discrepancy between invoices or any other document reported by the vendor in the statutory returns and electronic credit register of GSK, Vendor shall be responsible to rectify such discrepancy or issue the prescribed document within 15 days of identification of the same by either of the parties.

In case, any action or omission on part of the Vendor with regards to payment of taxes, e-filing of statements/ details/ returns on GSTN portal etc. results into any denial of credit, penalty, interest, additional burden of taxes etc. on GSK the Supplier shall be obliged to pay such amount to GSK on demand without prejudice to other remedies available to it for recovery of the said amount. GSK reserves the right to recover or deduct the said amount from any amount payable to the vendor by GSK at any point of time without any limitation of time.

TDS, as applicable, would be deductible as per the provision of GST /Income Tax Laws and will be on Supplier account.

GlaxoSmithKline Consumer Private Limited Private Ltd.

24-25 Floor, One Horizon Center, Golf Course Road, DLF Phase-5, Gurgaon- 122002, Haryana (India). Tel. : 0124-4336500, Fax : 0124-4336600

Regd. Office : Patiala Road, Nabha - 147 201 (PUNJAB) India

CIN No. : U24232PB2014FTC039082

Entered By : 05 April 2019 Checked By : (Authorised Signatory)

VENDOR COPY

PURCHASE ORDER

Terms and Conditions

1. **PRICE:**
 - (i) The prices mentioned are fixed and exclusive of all taxes and no charge will be effected unless mutually agreed between the parties in writing. GlaxoSmithKline Consumer Healthcare Ltd. or GlaxoSmithKline Asia Pvt. Ltd. or GlaxoSmithKline Consumer Pvt. Ltd., as may be applicable, ('GSK' in short) reserves the right to ask for reduction in the quantity and / or price mentioned in case there is a general fall in prices of goods/ services covered hereunder.
 - (ii) Until otherwise agreed upon, or satisfactory performance of obligations by the Supplier and on submission of invoice along with complete supporting, GSK shall pay the Supplier the agreed amount of consideration.
2. **SUPPLIER:**

Supplier(s) means not only the supplier himself but also his agents, employees, shareholders, directors, clients, affiliates, subsidiary(ies)
3. **PACKING:**
 - (i) The goods or any part thereof must be packed securely and properly in the prescribed manner for transportation so as to ensure its delivery free from any defect or loss during handling/ transit.
 - (ii) Notwithstanding the nature of the agreement, till the time GSK actually take, the delivery of the goods, the Supplier shall be deemed to be the titleholder of the same. In such capacity, the Supplier shall take all care and caution for the safe custody of the goods.
4. **DOCUMENTATION**
 - (i) Delivery Challan in duplicate containing the PO No., Date and Serial Number of LR/RR/AWB/B/L/Consignment Note as the case may be, date and description of material as given in the PO should be submitted while delivering the goods. One copy of the challan would be retained by GSK and the other acknowledged copy would be returned to the Supplier.
 - (ii) Invoice must be addressed to the concerned location of GSK.
 - (iii) All invoices must be accompanied with copy of acknowledged Delivery Challan and sent to GSK in duplicate bearing the PO No. and Date.
 - (iv) Supplies of all goods or services shall be accompanied by GST invoices & way bills containing all particulars prescribed under the relevant GST laws. Invoices shall be addressed to the concerned billing location of GSK. GSK reserves the right to return goods/ reject services in case of any discrepancy in the above documents. In case GSK accepts the goods and/or services without rejection, any loss of credit owing to documentation errors shall be borne by supplier.
 - (v) Copy of insurance shall be delivered to GSK in case there is any transit insurance of the supplies.
5. **REJECTION:**
 - (i) GSK shall have the right of inspection of the goods before and after delivery and decision of GSK as to goods or part thereof not being in accordance with the description, specification; samples stated in the PO and /or in damaged conditions shall be final. In such case, GSK shall be entitled to reject the goods or part thereof and make either get the rejected supplies replaced or purchase from other sources at the risk and cost of the Supplier and the Supplier shall, without prejudice to the other rights that GSK may have against the Supplier, be liable for the difference between the price mentioned in the PO and final cost to GSK. In case the goods are rejected by GSK as aforesaid, it shall be deemed to have effect of the Supplier having failed to supply according to the delivery programme and all consequences as mentioned below shall operate and have effect.
 - (ii) GSK further reserves the right to adjust the price of damaged/short-supply/non-conforming goods already paid from subsequent invoices as and when they become due.
 - (iii) GSK reserves the right to reject the goods, partly or wholly, at its option in the event of delayed delivery of such goods and in case of excess supplies being supplied by the supplier. However, GSK may accept the goods or part thereof at its discretion without payment of penalty as may be reasonably determined by it.
6. **PERFORMANCE GUARANTEE & INDEMNITY**
 - (i) The Supplier guarantees that the good(s) mentioned in the invoice is/are warranted to be of the nature and quality which it/hese purports/purport to be and such guarantee shall remain in force for the period mentioned in the PO.
 - (ii) The Supplier shall indemnify and hold harmless GSK, its subsidiary(ies) and respective officers, directors, agents, and employees against any and all claims arising out of or in connection with:
 - (a) defective workmanship, quality or materials;
 - (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply made by the Supplier;
 - (c) negligent performance or failure or delay in performance of the obligations by the Supplier;
 - (d) disclosure of any confidential information to any third party;
 - (e) breach of warranties and representations made by the Supplier.
7. **COMPLIANCE WITH GSK'S POLICIES & LAWS.**
 - (i) Supplier agrees that [he/she/it] shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that [he/she/it] has not, and covenants that [he/she/it] will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting [him/her/it] or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
 - (ii) GSK shall be entitled to terminate this Agreement immediately on written notice to Supplier, if Supplier fails to perform its obligations in accordance with this Clause 6(i). Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause 6(ii).
 - (iii) Supplier shall not contact, or otherwise knowingly meet with any Government Official for the purpose of discussing activities arising out of or in connection with this Agreement, without the prior [written] approval of GSK and, when requested by GSK, only in the presence of a GSK designated representative. For the purpose of this agreement "Government Official" (where "government" means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organization such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above.
 - (iv) Supplier shall inform GSK in writing, if, during the course of this Agreement, [he/she/it] is convicted of or pleads guilty to a criminal offence involving fraud or corruption, or becomes the subject of any government investigation for such offenses, or is listed by any government agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for government programs.
 - (v) Supplier represents and warrants that except as disclosed to GSK in writing prior to the commencement of this Agreement: (1) it does not have any interest which directly or indirectly conflicts with its proper and ethical performance of this Agreement; (2) it shall inform GSK in writing at the earliest possible opportunity of any conflict of interest that arises during the performance of this Agreement; and (3) it shall maintain arm's length relations with all third parties with which it deals for or on behalf of GSK in performance of this Agreement.
 - (vi) GSK shall have the right during the terms of this Agreement to conduct an audit of Supplier's activities under this Agreement to monitor compliance with the terms of this Agreement. Supplier shall cooperate fully with such audit, the scope, method, nature and duration of which shall be at the sole reasonable discretion of GSK.
 - (vii) Supplier shall ensure that all transactions under the Agreement are properly and accurately recorded in all material respects on its books and records and each document upon which entries such books and records are based is complete and accurate in all material respects. Supplier must maintain a system of internal accounting controls reasonably designed to ensure that it maintains no off-the-books accounts.
 - (viii) Supplier agrees that in the event that GSK believes that there has been a possible violation of the terms of this Agreement, GSK may make full disclosure of such belief and related information at any time and for any reason to any competent government bodies and its agencies, and to whomsoever GSK determines in good faith has a legitimate need to know.
 - (ix) Third Party shall provide anti-bribery and anti-corruption training to relevant personnel, including any relevant subcontractors, at Supplier who act on behalf of GSK or interact with government officials during the course of any services provided to GSK. Supplier shall provide GSK the opportunity to evaluate the training to determine whether it abides by

GSK's standards and shall conduct additional training, as requested by GSK. Supplier, upon request by GSK, shall certify that the anti-bribery and anti-corruption training has taken place.

- (x) **The Supplier shall**
 - (a) Maintain compliance with all applicable laws, regulations, licenses, permits, information registrations and restrictions
 - (b) Have implemented an EHS policy and risk-based management system with a commitment to provide a safe and healthy workplace and protect the environment
 - (c) Ensure there is at least one senior executive with responsibility for EHS and the organization has access to technical expertise to support the company in meeting EHS legal obligations
 - (d) Disclose and report proactively to GSK on incidents requiring notification to EHS regulators and any associated fines, prosecutions or civil actions
 - (e) Provide relevant information, education and training to workers on the hazards, risks and controls associated with their job.
 - (f) Provide the physical infrastructure and engineering controls necessary to ensure safe storage, handling and processing of materials and waste in order to protect people, the environment and local communities from harm
 - (g) Provide and maintain emergency detection systems and an effective response capability.
 - (xi) **Unless otherwise required or prohibited by law, Supplier warrants that in relation to its performance of this Agreement:**
 - (a) It does not employ engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child
 - (b) It does not use forced labour in any form (prison, indentured, bonded or otherwise) and its employees are not required to lodge original identification papers or monetary deposits on starting work;
 - (c) It provides a safe and healthy workplace, presenting no immediate hazards to its workers. Any housing provided by Supplier to its workers is safe for habitation. Supplier provides access to clean water, food, and emergency healthcare to its in the event of accidents or incidents at Supplier's workplace;
 - (d) It does not discriminate against any workers on any ground (including race, religion, disability, gender, sexual orientation or gender identity);
 - (e) It does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or abusive disciplinary practices in the workplace;
 - (f) It pays each employee at least the minimum wage, or a fair representation of the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - (g) It complies with the laws on working hours and employment rights in the countries in which it operates;
 - (h) It is respectful of its employees right to join & form independent trade unions & freedom of association; &
 - (xii) **Supplier is responsible for controlling its own supply chain & shall encourage compliance with ethical standards & human rights by any subsequent supplier of goods & services that are used by Supplier when performing its obligations under this Agreement.**
 - (xiii) **Supplier shall ensure that it has ethical & human rights policies & an appropriate complaints procedure to deal with any breaches of such policies. In the case of any complaints, Supplier shall report the alleged complaint & proposed remedy to GSK.**
 - (xiv) **GSK reserves the right upon reasonable notice (unless inspection is for cause, in which case no notice shall be necessary) to enter upon Supplier's premises to monitor compliance with the provisions of this Clause [xii], & Supplier shall, subject to compliance with Applicable Laws, provide to GSK any relevant documents requested by GSK in relation thereto.**
 - (xv) **All Suppliers of GSK are evaluated by GSK's Third-Party Oversight (TPO) process. Any mandatory clauses which are a requirement as per TPO assessment & which are currently not included in this document shall be executed between the parties separately.**
8. **Warranties**

Supplier warrants that:-

 - (i) the Goods supplied to GSK shall be of merchantable quality, fit for the purpose intended & free of defects in materials, workmanship & design;
 - (ii) all supplies made under this PO have been produced, sold, delivered & furnished in strict compliance with all applicable local & national statutory laws & all quality & safety standards have been duly met with;
 - (iii) it has the full power to enter into the Purchase Order & to perform its obligations under the Purchase Order;
 - (iv) it has the right & unrestricted ability to supply the supplies to GSK including, without limitation, the right to supply any supplies supplied by Supplier personnel & subcontractors where permitted;
 - (v) the supplies & GSK's consumption of the supplies do not & will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory;
 - (vi) Supplier will not disclose to GSK, bring on to GSK's premises, or induce GSK to use any confidential or proprietary information that belongs to anyone other than GSK or Supplier which is not covered by a non-disclosure agreement between GSK & Supplier.
 9. **Severability**

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.
 10. **GENERAL**
 - (i) This PO is issued by GSK based on Suppliers quotation & constitutes a binding contract. The Supplier shall have the option to rescind this document within 2 days of it being issued post which this terms & conditions shall be deemed to be accepted & it shall be presumed that the Supplier is taking steps to execute the order & failure to do so after the expiry of this stipulated period shall amount to a breach of the PO terms.
 - (ii) Supplier shall quote PO No. on all correspondences with GSK pertaining to this PO including the invoices.
 - (iii) Order(s) are subject to cancellation without assigning any reason whatsoever upon giving 30 days notice in writing in which case the advance, if any, shall be refundable forthwith.
 - (iv) In the absence of complete specifications or the sample, the supply of goods or any part thereof shall be subject to GSK's satisfaction & approval.
 - (v) Any change in the ownership/ management/ control/ constitution of the Supplier must be intimated to GSK at the earliest. GSK reserves the right to terminate the contract, if in its opinion such changes are detrimental to GSK.
 - (vi) The Supplier shall not, without GSK's consent in writing, assign the contract or any part thereof to any other person party.
 - (vii) The supplier while supplying the goods or performing his services shall not interfere with the working or activities of GSK its subsidiary(ies) or any of its employees.
 - (viii) Nothing in this agreement shall create any association, partnership, joint venture or relationship of principal & agent between the parties hereto, it being understood that the parties hereto are with respect to each other independent contractors, & neither party shall have any authority to bind the other or the other's representatives in any way.
 - (ix) Neither party shall be liable to the other for failure or delay in fulfilling any of its obligations under this agreement if such failure or delay is occasioned by causes of Force Majeure, which shall be limited to flood, earthquake, irresistible nature forces, war conditions, riot & civil commotion.
 - (x) The Purchase Order, any agreement resulting from its acceptance & the rights & obligations of the parties hereto shall be construed in accordance with & be governed by the laws applicable in India & all disputes & differences whatsoever arising between the parties out of or relating to this PO or breach thereof shall be settled by discussion between the parties. Failing such resolution, the court(s) at Gurugram, Haryana shall have the exclusive jurisdiction to decide on such dispute/difference.
 - (xi) This PO along with any written agreement/contract, if executed between the parties, shall supersede all prior discussions & arrangement between the parties hereto with respect to the matters covered hereby unless specifically agreed otherwise. This PO may not be modified or amended except by an instrument in writing signed by or on behalf of the parties hereto. If the parties have executed a separate detailed contract for the purpose mentioned here in above, the said detailed contract & the terms & conditions of this PO shall be construed harmoniously in conjunction & not in derogation of each other. In case of conflict between them, terms of the detailed contract shall prevail.
 - (xii) Depending on the nature of services being provided by the Supplier, GSK shall have the right to include special terms & conditions in the PO which shall be read in conjunction with these terms & conditions. In the event of a conflict between the two, these special conditions shall prevail.
 - (xiii) GSK may at its option cancel this PO or any part thereof at any time. In such an event, GSK's liability will be to pay for materials manufactured & supplied or services rendered in accordance with the Purchase Order up to the date of cancellation & for costs of materials & other items ordered in connection with the Goods for which Supplier is legally bound to pay. Upon such payment, title to & property in all those materials & other items shall pass to GSK. GSK shall not be liable for any consequential or anticipated loss or any loss of similar nature suffered by the supplier.
 - (xiv) GSK shall not be liable for any claims or liabilities on supplies arising before GSK takes actual delivery of the same.
 - (xv) All notices, consents, claims, demands, waivers & communications hereunder (each, a "Notice") shall be in writing & addressed to GSK at the address set forth on the face of this Order or to such other address that may be designated by GSK in writing.
 - (xvi) GSK reserves the right to make any changes in the PO through a written intimation to the supplier.