

PURCHASE ORDER

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Vendor : CONNECTIVITY IT SOLUTIONS PRIVATE L No. 1877, 31st cross, 1st floor.,10th main,Banashankari 2nd Stage, No. 1877, 31st cross, 1st floor, Bangalore-560070 India GST No: 29AAGCC1283L1ZC	Please deliver To : United Spirits Limited 24, UB Tower, Vittal Mallya Road Bengaluru - 560001 India GST No. : 29AACCM8043J1Z6				PO Number : 4502110082 Date : 16.05.2023 Contact Person : Delivery Date : Day 31.05.2023 Your Ref. : PR102801 EP127995			

SI No.	Item/Description	HSN/SAC	Qty	UOM	Unit Price	CGST		SGST/UGST		IGST		CESS		Total Value (Rs.)				
						Rate %	Amount	Rate %	Amount	Rate %	Amount	Rate / EA	Amount					
010	Fiber joint enclosure and Fiber patch co	8544	1	EA	16,440.00	9.00	1,479.60	9.00	1,479.60	0.00	0.00	0.00	0.00	16,440.00				
020	Testing fiber optic cable with flashlight	9984	1	AU	34,050.00	9.00	3,064.50	9.00	3,064.50	0.00	0.00	0.00	0.00	34,050.00				
TOTAL:						4,544.10		4,544.10		0.00		0.00						
						Sub Total In Rs.					50,490.00							
						Grand Total In Rs.					59,578.20							

Amount in Words: RUPEES FIFTY NINE THOUSAND FIVE HUNDRED SEVENTY EIGHT AND TWENTY PAISE ONLY

Terms and Conditions: This Purchase Order (PO), any attachments made a part of this PO including terms and conditions attached hereto are the sole and exclusive agreement between UNITED SPIRITS LIMITED("USL") and Vendor for the products and/or services in this PO, and no other document, including the Vendor's proposal, quotation or acknowledgment form, will be part of this PO, unless specifically agreed to in writing by USL.

Payment Terms : Payable 45 days from the date of Invoice Receipt

Terms of Delivery :

Others:

Note :

For United Spirits Limited

Authorized Signatory

**TERMS AND CONDITIONS OF PURCHASE FORM THE AGREEMENT BETWEEN YOU (THE "SUPPLIER") AND THE UNITED SPIRITS LIMITED
GENERAL CONDITIONS OF PURCHASE OF GOODS & SERVICES ("Conditions")**

UNITED SPIRITS LIMITED ("USL") will only do business with the Supplier on the basis of USL's purchase order/letter agreement and these Conditions. When USL places an order with the Supplier, it is placed subject to these Conditions. The terms and conditions of the Supplier will not apply unless expressly agreed by USL in writing and in case of conflict, the terms hereunder shall supersede any terms and conditions on the invoice. No course of dealing or business between USL and the Supplier will be relevant to explain or supplement any stipulation save as provided for in accordance with these Conditions. USL and Supplier are hereinafter collectively referred to as the "Parties", and individually as a "Party"

1. GENERAL

1.1 In these general conditions of purchase ("Conditions"), the following words and expressions shall have the following meanings.

a. **"Agreement"** means an agreement between USL and the Supplier for the supply of goods ("Goods") and/or services ("Services"), incorporating these Conditions, the relevant Purchase Order and any other document(s) referred to therein;

b. **"Delivery Address"** means the address specified for delivery of the Goods and/or Services on the Purchase Order;

c. **"Estimate"** means the price estimate provided to USL by the Supplier if any containing a full description of the Goods and/or Services offered by the Supplier

d. **"Force Majeure Event"** means and includes national industrial strikes (excluding strikes or labour disputes originated by or involving only the relevant Party's workforce or any part of it or the workforce of its agents or sub-contractors), war, acts of God, pandemic, epidemic, acts of terrorism, floods, earthquakes or civil disturbance, which in each case could not reasonably be foreseen and is beyond the reasonable control of the relevant Party; [provided, however, that a failure of the Supplier's sub-contractors or other suppliers to supply to the Supplier shall not be considered to be a Force Majeure Event]. Without prejudice to the foregoing, a change in law effecting the imposition of prohibition, or of price controls on USL's or its affiliate's products in any state or union territory in India shall be deemed a Force Majeure Event in relation to USL's or its affiliate's obligations hereunder.

e. **"Purchase Order"** means an order for Goods and/or Services placed by USL in response to an Estimate received from a Supplier where an Estimate has been provided;

f. **"Supplier"** means the supplier of the Goods and/or Services specified on the Purchase Order; and

g. **"Working Days"** means days excluding Saturdays, Sundays and public holidays. If the day on or by which anything is to be done is not a Working Day, that thing must be done on or by the next Working Day.

2. ACCEPTANCE

2.1 USL will not be liable for any order or commitment unless it is issued or confirmed in a Purchaser Order with an official purchase order number ("Purchase Order Number").

2.2 Acceptance of the Purchase Order will take place if the Supplier accepts the Purchase Order in writing within three (3) Working days of receipt, or if, the Goods are manufactured, shipped or delivered by the Supplier or its duly authorised (and permitted) sub-contractors to USL, or if, the Services are performed by the Supplier or its duly authorized (and permitted) sub-contractors. Unless specifically agreed to by USL in writing, any acceptance shall be deemed as performance by conduct in accordance with the terms set out in these Conditions. For clarity, if a written acceptance is not received from the Supplier within three (3) Working Days of its receipt as contemplated in this Condition, the Conditions will be deemed accepted by the Supplier.

3. WARRANTIES, LIABILITY AND INSURANCE

3.1 The Supplier warrants that all Goods Supplied to USL will:

- (a) be free from faulty design as per USL acceptance norms;
- (b) be of the best workmanship and of proper material;
- (c) comply with and perform in accordance with the Purchase Order and any applicable specifications;
- (d) be fit for their intended purpose; and
- (e) where specified on the Purchase Order, meet USL's requirements in all respects.

Unless agreed to otherwise in writing by the Parties, this warranty will continue (excluding fair wear and tear) for either (i) twenty four (24) months from the date the Goods are first used by USL ; or (ii) thirty (30) months from the date of delivery, whichever period expires earlier. The Supplier will replace or repair any Goods not conforming to these warranties at its cost entirely, and if it fails to do so USL may do so and charge the Supplier the cost.

3.2 The Supplier shall provide the Services:

- (a) using all reasonable skill, care and diligence required to perform the Services to a high level of quality;
- (b) using suitably skilled, experienced and qualified staff, as necessary to perform the Services, and where staff are named in the Purchase Order, the Supplier shall not use any other staff to provide the Services unless agreed by USL in writing;
- (c) using the best workmanship and materials;
- (d) in compliance with the Purchase Order and any applicable specifications; and
- (e) to meet USL's requirements in all respects.

3.3 Supplier hereby represents and warrants that: (a) there are no claims of third parties of any nature whatsoever arising out of or related to the Goods and/or Services; (b) Supplier and its personnel will perform the Services/provide the Goods exercising the standards of diligence, skill and care normally exercised by similarly qualified and competent persons in the performance of comparable work in accordance with best industry practices; (c) it shall comply with the central, state and local laws, rules, order and regulations pertaining to the performance of the Services and/or providing of the Goods and fulfilling its obligations hereunder; (d) it has all requisite approvals, registrations, consents, etc. as may be required under applicable law to conduct its business and the Supplier is in compliance with all regulatory requirements in respect thereof (e) all software utilized in performing the Services shall be free of viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious instructions, techniques or devices capable of disrupting, erasing, disabling, damaging, or shutting down a computer system or hardware component thereof; and (f) such software does not and will not contain any computer code that would automatically disable the Services or any hardware, software or systems, or enable Supplier to impair, in any way the operation thereof or other similar self-destruct mechanisms or that would permit Supplier to access USL 's systems to cause such disablement or impairment. Upon notice by USL of any defect or failure, Supplier shall re-perform or otherwise correct any non-compliant Services. Supplier's warranties shall survive inspection, acceptance, and payment and shall be in addition to any other warranties of Supplier, whether express, statutory or implied. Remedies for breach of these warranties are cumulative and shall include any available at law or in equity.

3.4 The Supplier warrants that all Goods and Services will comply with or be performed in accordance with all applicable laws, regulations and codes of practice, including but not limited to fair and minimum wages as per the applicable law, applicable data privacy laws, employment of child labor as per the applicable law and USL 's codes of practice (available on request). Further, Supplier shall provide the Goods and/or perform the Services as per the service level/ key performance parameters mutually agreed between the Parties.

3.5 The Supplier warrants that it and its employees shall comply with the spirit and content of USL's Code of Business Conduct and Ethics (available online at www.unitedspirits.in) from time to time in force (and where applicable the USL's Marketing Code from time to time in force), which is incorporated by reference into these Conditions, and USL's applicable site safety and security rules (available on request).

3.6 The warranties set out herein which are in addition to any statutory or other applicable warranties will apply for the benefit of USL, its successors, assignees and customers.

3.7 The Supplier shall indemnify USL in full against all claims, liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by USL as a result of or in connection with:

(a) any personal injury to or death of any person, or injury or damage to property arising out of or in the course of or caused by the Goods and/or provision of Services, except if this is due to any act or neglect of USL or of any person for whom USL is responsible;

(b) breach of any warranty given by the Supplier;

(c) any claim that the Goods and/or Services infringe, the intellectual property rights of any other person anywhere in the world;

(d) any liability to consumers in respect of the Goods and/or Services;

(e) any act or omission by the Supplier or its employees, agents or sub-contractors in supplying, delivering or installing the Goods and/or performing the Services.

(f) any claim by the employee of the Supplier including but not limiting to injury, death and/or payment of wages.

(g) any breach of the applicable law, rules, regulation and/or code by the Supplier or its employees.

3.8 The Supplier shall maintain in force a policy of insurance satisfactory to USL in respect of its liabilities under the Agreement and will provide USL with evidence of such insurance on request.

4. INSPECTION AND TESTING

4.1 USL, providing reasonable prior notice, shall be entitled to send an inspector, representative or agent to test or inspect the Goods and/or Services at any reasonable time at the Suppliers or its sub-contractors' facilities ("USL Inspections"), and to repeat USL Inspections with such frequency as USL may, at its complete discretion, determine.

4.2 The Supplier will give reasonable notice to USL of its testing of the Goods and/ or Services ("Supplier Tests") and USL or its representatives may attend such Supplier Tests. The Supplier will provide USL with such test

certificates as USL may reasonably require with respect to Supplier Tests.

4.3 USL Inspections and/ or the Supplier Tests and/or test certificates provided pursuant to Supplier Tests do not relieve the Supplier of any liability, nor does it imply acceptance of the Goods and/or Services concerned by USL. In the event of any defect in the Goods and/or Services in terms of quality or any aspect found by USL, at any time, shall be reported to the Supplier and USL reserves the right to deduct the cost of such defective Goods and/or Services from any amount owed to the Supplier under the Agreement. This right shall be without prejudice to any other right available under the law.

5. DELIVERY / TRANSPORT/ PACKING

5.1 The delivery/ completion date specified in the Purchase Order must be met, and time is of the essence. The Supplier shall comply with all delivery or performance instructions notified to it. Failure to do so may result in the delivery of Goods and/ or the provision of Services being refused, and the Supplier will be responsible for any additional costs being incurred.

5.2 All Goods will be delivered to the Delivery Address. In respect of Services, the services shall be performed at the location as specified in the Purchase Order. Supplier and its employees shall comply with USL site safety and security policy and such other instructions as may be notified. It is hereby agreed that USL shall not be responsible for any injury or death suffered by the employees of the Supplier performing the Services at USL location. Further, in the event of any loss/damage of any nature whatsoever including but not limited to equipment and/or product arising out of act/omission on the part of the Supplier and/or its employees shall be reimbursed by Supplier to USL. USL reserves the right to adjust such amount from any dues owed to the Supplier.

5.3 The Supplier shall ensure that, unless stated otherwise in the Purchase Order, all Goods supplied shall be properly protected against damage and deterioration in transit and delivered pursuant to Delivered Duty Paid ("DDP") (Incoterms 2010), and shall bear the description and quantity of the contents. It is hereby agreed that the Supplier shall be responsible as a bailee of the Goods as per the applicable law in India and shall be solely responsible for the safe transfer of the Goods in good condition as per the timeline agreed.

5.4 Unless otherwise stated in the Purchase Order, the Supplier will not charge for containers, packaging material, crating, boxing, or storage.

5.5 Unless agreed prior to delivery, USL assumes no obligation to accept any Goods shipped/transported in excess of the quantity ordered in the Purchase Order.

5.6 Transportation in excess of the quantity ordered and not accepted by USL may be returned to the Supplier, and the

Supplier will pay USL for all expenses incurred in connection with such shipments /transportation and return.

6. DOCUMENTATION

6.1 The Supplier will provide USL, with all working drawings, operating instructions, plans, specifications and information reasonably necessary to enable USL to use the Goods or the Services for their intended purpose, free of charge.. The Supplier will also provide USL with all certificates of origin, quantity, quality, insurance and compliance with industry requirements or standards and in such form as USL may from time to time reasonably request.

6.2 The Supplier will:

(a) on the day of delivery for each consignment, send a separate advice note and invoice for each delivery, including details of Goods supplied to the Delivery Address.

(b) on the day of completion of the Services provided, send to the Delivery Address, a separate advice note and invoice for each Service (as itemised in the Purchase Order), including details of the Services provided.

6.3 The documents referred to in Conditions 6.1 and 6.2 are herein collectively referred to as "**Delivery Documents**".

7. TITLE AND RISK OF LOSS

7.1 Risk of loss or damage to the Goods will not pass to USL until Goods have been delivered into USL's possession and are confirmed by USL to be in accordance with the Agreement and Purchase Order. In the event of any damage/loss to the Goods during the transit, due to any reason whatsoever, USL retains the right to recover the value of the loss from any amounts outstanding to the Supplier.

7.2 Title of the Goods will pass to USL when the Goods are delivered to the Delivery Address, unless payment is made prior to delivery in which case title, but not risk, shall pass upon payment being made. The Supplier shall immediately upon receipt of payment, appropriate the Goods to USL and shall keep them separate from all other goods in the possession of the Supplier and shall clearly mark the Goods as property of USL. Passing of title shall not in respect of the Goods prejudice any right of rejection or other right, which USL may have.

8. PRICE AND PAYMENT

8.1 The price shall be stated in the Purchase Order and unless otherwise stated shall be exclusive of applicable Value Added Tax ("VAT") or Goods and Service Tax ("GST"). For the purpose of this clause, the GST shall include the

Central Goods and Service Tax ("CGST"), the State Goods and Service Tax ("SGST") and the Integrated Goods and Service Tax , ("IGST")as may be applicable. No additional charges will be paid unless agreed by USL in writing in advance. Any variation of the price requires agreement of USL in writing.	9.1	<p>INTELLECTUAL PROPERTY</p> <p>The Supplier acknowledges that in connection with the provision of any Goods and/or Services to USL, the Supplier may develop works and/ or materials, including documents, models, prototypes, software, data, formulae, specifications, inventions, processes, techniques, analyses, compilations, studies reports, graphic designs, moulds, photographs, names or logos ("Works").</p>
8.2 The Supplier hereby covenants to comply with the applicable provisions of law, including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017 or applicable Section of IGST/UTGST/SGST law. Further, the Supplier hereby covenants that it shall comply with the provisions of GST laws to ensure that USL is able to avail the entire eligible input tax credit on a timely basis for the services / supply / work undertaken by the Supplier as per these Conditions.	9.2	<p>In connection with all Works:</p> <p>such Works shall be deemed to be made for hire to the extent permitted by applicable law and USL or any of its designated third party, the case may be shall retain all copyright, trade secret, trademark, patent and other intellectual property rights (including copyright database rights, and design rights by way of an assignment of future rights) subsisting in or relating to any Works (collectively the "Intellectual Property).</p>
8.3 All payments are contingent upon the Goods and/or the performance of Services conforming with the Purchase Order and receipt of the Delivery Documents to the satisfaction of USL.	(a)	<p>that do not constitute works made for hire, the Supplier hereby assigns to USL, with full title guarantee and without restriction, at no additional consideration, the legal and beneficial ownership of all Intellectual Property.</p>
8.4 Payment shall be made within ninety (90) days from the date of receipt of the invoice unless otherwise stated in the Purchase Order. In the event of the Supplier being a "Medium, Small or Micro Enterprise" ("MSME") as defined under the Medium, Small and Micro Enterprises Development Act, 2006, payment shall be made within within a maximum period of forty-five (45) days from the date of receipt of invoice unless otherwise specified in the Purchase Order. Payments shall be made subject to withholding tax, as may be applicable. Please refer to Annexure A (Invoicing Standard: United Spirits Limited) for invoice submission guidelines.	(b)	<p>to the extent that any Intellectual Property is not capable of being assigned at the date of any Purchase Order, the Supplier hereby agrees to assign to USL or its designated third party, with full title guarantee and without restriction, at no additional consideration, such Intellectual Property at USL's request; and</p>
8.5 USL assumes no payment obligations, in addition to those contained in the Agreement, unless agreed otherwise in writing.	(c)	<p>the Supplier agrees, at USL's request and cost, to do all such things and execute all such documents as may be necessary or desirable to vest in USL the full benefit of all such Intellectual Property.</p>
8.6 All payments will be made in accordance with Clause 8.3, 8.4 and Annexure A, with the period commencing from the receipt of correct and complete invoice (including the valid Purchase Order Number and tax invoice details) by the USL. All payments will be made without prejudice to USL's rights should the Goods or performance of the Services prove unsatisfactory or are not in accordance with the Agreement, the Purchase Order or these Conditions.	9.3	<p>USL, is and will be deemed to be the proprietor of all USL trademarks and all associated goodwill. The Supplier hereby acknowledges that the Supplier will not gain any right, title or interest in such marks or goodwill and shall not make any use of the same without USL's prior written consent.</p>
8.7 USL shall have the right to set-off any amounts which may become payable by it to the Supplier against any amounts the Supplier may owe to USL.	9.4	<p>Any permission to reproduce the trademarks on any Goods, Services or Works is solely related to the purpose/s connected with the Agreement and will expire once the Agreement is fulfilled or cancelled, whichever occurs earlier.</p>
8.8	9.5	<p>Any Goods Services or Works created in connection with the provision of the Goods and/or Services supplied to USL by the Supplier incorporating USL trademarks or trademarks belonging to USL affiliates are supplied on a sole and exclusive basis. The Supplier shall not supply the same or similar goods or works to any other party or dispose of them in any way whatsoever other than to USL, unless otherwise specified in the Purchase Order.</p>
8.9	9.6	<p>The Supplier will not do anything intentionally that will or is likely to damage any of USL's trademarks or USL's name or reputation or those of its products.</p>
8.10	9.7	<p>The Supplier waives, and shall procure that its employees and subcontractors shall waive, all of their moral rights described in Section 57 of the Indian Copyright Act, 1957 in respect of any of the Works.</p>
8.11	9.8	<p>Any excess Goods produced bearing USL names, trademarks or logos, which are not supplied to USL, must be promptly notified to USL and destroyed ,unless otherwise requested by USL in writing.</p>
8.12	9.9	<p>The Supplier will defend, indemnify and hold USL harmless against all claims and proceedings arising from alleged infringement of any third party's intellectual property rights by reason of the Supplier's provision of the Goods and/ or Services. USL will notify the Supplier in writing of any allegation of infringement and will allow the Supplier to secure a right of continued use for USL or modify or replace the Goods and/or Services, or any item provided as part thereof, so as to avoid the infringement, provided that the modification or replacement does not materially adversely affect the nature and/or the quality of the Goods or the Service.</p>
8.13	10.1	<p>USL PROPERTY</p> <p>All tools or materials, dies, jigs, fixtures, patterns or other items of equipment("Equipment") and all drawings, specifications and other data or papers ("Documents") provided, commissioned or owned by USL or created for USL in connection with the Agreement, together with all copies or reprints will remain the property of USL at all times. Equipment will be marked as belonging to USL. Equipment and Documents shall be used solely for the purpose of fulfilling the Agreement and handed over to USL on completion, cancellation or termination of the Agreement. The Supplier will from that date on make no further use, either directly or indirectly, of any Documents, or of any information that comes from Documents without USL's prior written consent.</p>
8.14	10.2	<p>CONFIDENTIALITY</p> <p>The existence and terms of the Agreement and any other information and materials relating to USL or its business disclosed to the Supplier by or on behalf of USL ("Confidential Material") prior to or after entering into the Agreement shall be confidential information of USL. The Supplier shall only use Confidential Material in the performance of its obligations under the Agreement and shall not disclose the same to any third party or use the same for any other reason without USL's prior written consent. Further it is hereby agreed that the Supplier shall not use the Confidential Materials for its own benefit or for any third party's benefit.</p>
8.15	11.1	<p>The Supplier shall return all such information and materials to USL on request and shall cease all further use of such information and materials.</p>
8.16	11.2	<p>The Supplier shall ensure that Confidential Material is only disclosed to those of its employees who need to know it for the purpose of performing their obligations to the Supplier under the Agreement, and who are bound by appropriate and legally binding confidentiality and non-use obligations. The Supplier shall be fully responsible for all disclosure and use of the Confidential Material including any unauthorised disclosure or use of the Confidential Material by its employees.</p>

11.4	All documents, files and other items (in whatever format or medium) which contain or record Confidential Material shall remain or become the property of USL.	(e)	USL reasonably considers that any of the above events set out in Conditions 12.2(a) to (d) is about to occur to the Supplier.	16.	MISCELLANEOUS
11.5	The Supplier shall not, and shall ensure that its employees shall not, in any way publicise its relationship with USL and its associated companies without the express written agreement of USL.	(f)	In the event of breach of warranties as provided under Clause 3.	16.1	Any notice required or authorized under these Conditions to be given by one Party to the other will be given by delivering it by hand or sending it by prepaid recorded delivery post to the other Party at its registered address or to such other address as may be communicated by the relevant Party from time to time.
11.6	The Supplier shall comply with all applicable privacy and data protection laws which relate to the jurisdiction(s) from which and for which the personal data is collected. To the extent that the Supplier, now or at any stage in the future, processes any personal data on behalf of USL or a USL's group company, the Supplier shall: (i) process such personal data only in accordance with USL's written instructions (unless required by law to act without such instructions); (ii) implement appropriate technical and organisational measures to protect such personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, and shall provide all information and documentation requested that is necessary to demonstrate its compliance with the applicable privacy and data protection laws; (iii) notify the USL authorised representative immediately in writing (and with a copy to csl@diageo.com), of any suspected, potential or actual data incident, including any suspected, potential or actual accidental, unlawful or unauthorised destruction, disclosure, loss, alteration or access in relation to personal data processed on behalf of USL or a USL's group company; (iv) upon termination or expiry of the Agreement, at USL's request, promptly delete or return all personal data and provide a written confirmation from the authorized signatory for the same.	12.3	On cancellation/ termination of the Purchase Order/ letter agreement by USL, the Supplier will immediately return to USL any of USL's property held by the Supplier. USL may enter the Supplier's premises in order to recover its property.	16.2	If the compliance of its obligations under this Agreement by either Party is delayed, prevented, restricted or interfered with by reason of a Force Majeure Event, then the Party so affected, upon giving prompt written notice to the other Party, shall not be liable for breach or non-performance of its obligations under this Agreement. Upon occurrence of a Force Majeure Event, the affected Party shall as soon as practicable, but in any event not later than 2 (two) days of a Force Majeure Event occurring, notify the other Party in writing: (i) the details of the nature and extent of the Force Majeure Event in question, (ii) the manner in which the affected Party is affected, and (iii) the affected Party's best estimate of the likely extent and duration of its inability to perform its obligations under this Agreement as a result of such Force Majeure Event, and thereafter, promptly provide any further information which the other Party may require. Further, the affected Party shall use all reasonable endeavours to mitigate the consequences of the relevant Force Majeure Event and undertake and perform its obligations and duties in such other ways as may be practicable.
11.7	It is acknowledged by the Parties that a violation of this Condition 11 would cause irreparable harm to USL for which monetary damages would be inadequate and injunctive relief may be available for a breach of this Condition. The Suppliers obligations set out in this Condition 11 shall continue in force after the date of the performance of the Agreement and thereafter in perpetuity.	13.1	USL may at its option cancel the Agreement/Purchase Order in whole or in part by providing a written notice.	16.3	This Agreement is entered into on a principal to principal basis. Neither Party is granted express or implied authority, on behalf of, or in the name of, the other, or to bind the other in any manner whatsoever.
12.	BREACH, TERMINATION, ETC	13.2	USL's only obligation for cancelling the Agreement covering standard stock Goods will be to pay for Goods shipped/transported prior to cancellation. If USL cancels the Agreement covering Goods made to its specification or for Services part-performed and initiated at its request, and the Supplier is not in breach of the Agreement, subject to delivery or performance of the same, USL will pay the Supplier the agreed unit price for Goods completed and/or Services part-performed, calculated as a reasonable percentage of the agreed completed Services price, and also the direct and proven costs arising from the manufacture of Goods incurred by the Supplier before the Supplier received notice of cancellation. Under no circumstances will the total payment upon cancellation exceed the total price payable under that Agreement. USL will not be liable for prospective or anticipated profits by reason of such cancellation or other economic or consequential loss.	16.4	This Agreement contains the entire agreement between the Parties with respect to its subject matter, and may only be modified by a written document signed by duly authorized representatives of both the Parties.
12.1	If the Goods and/or Services are not supplied or performed in accordance with the Agreement USL may, without prejudice to any other remedy, require the Supplier to supply replacement Goods or re-perform Services within seven (7) days or such longer periods as may be agreed by the Parties in writing. If the Supplier fails to do so, USL may terminate the Agreement immediately, require repayment of any part of the price already paid and claim damages for any losses and/or costs USL incurs.	14.1	USL may assign the Agreement and its rights and obligations to any other company directly or indirectly owned and/or controlled by Diageo plc.	16.5	If any provision of the Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the Agreement will continue to be valid as to its other provisions. The Parties shall then discuss in good faith to agree alternative provisions to carry out the original intent of the Parties hereunder.
12.2	USL may terminate the Agreement immediately, by written notice without any liability to the Supplier, if:	14.2	Supplier shall not without USL's prior written consent assign, any of its rights or obligations, or sub-contract performance of its obligations. In the event, USL provides its consent in writing for sub-contracting, the Supplier shall remain fully responsible for any Services and/ or Goods provided by a sub-contractor. Supplier shall ensure that its sub-contractors are made aware of the codes and policies of USL as mentioned under the Agreement.	16.6	No failure, delay or omission on the part of any party in exercising any right, power or privilege under the agreement shall operate as a waiver of it, unless explicitly agreed in writing otherwise.
(a)	a receiver, trustee or liquidator is appointed over any of the Supplier's property or assets;	15.1	USL CODES, BRANDS	16.7	The Supplier acknowledges that, in entering into the Agreement, the Supplier does not do so on the basis of, nor rely on, any representation, warranty or other provision except as expressly set out in the Purchase Order.
(b)	the supplier makes any arrangement with its creditors, becomes subject to any administration order or goes into bankruptcy, liquidation, or receivership;	15.2	The Supplier understands, and is committed to achieving, the supplier standards as may be communicated by USL from time to time, and shall ensure that the Supplier's arrangements with third parties that the Supplier engages in order to assist it with supplying the Goods and/or Services to USL, shall support the achievement of those standards throughout the term of the Agreement	16.8	This Agreement shall be governed by and construed in accordance with the laws in India. Any dispute between the Parties hereto shall be referred to the arbitration of a single arbitrator to be appointed by mutual agreement of both Parties and in accordance with and subject to the provisions of the Arbitration & Conciliation Act, 1996, or any statutory modifications or re-enactment thereof for the time being in force and such arbitration proceedings shall take place at such place as may be decided by the USL. Subject to Arbitration, courts of Bengaluru, Karnataka, India shall have the exclusive jurisdiction.
(c)	anything equivalent to the matters referred to in Conditions 12.2(a) or 12.2(b) above occurs in any other jurisdiction		The use of any USL brands on any material whatsoever must be approved in writing by USL prior to the production of the material and/or its actual use. Failure to obtain so will constitute material breach of this Agreement and may result in immediate legal action by USL.	16.9	The Supplier shall make best efforts to comply with the standards as provided in the Partnering with Supplier.
(d)	the Supplier becomes unable to pay its debts generally as they become due, or ceases or threatens to cease to carry on business;				

Please find the link to our standard code for suppliers- "Partnering with Suppliers (PwS)" accessible here:
<https://www.diageo.com/en/our-business/corporate-governance/code-of-business-conduct/policies-and-standards>

Declaration

Diageo Privacy statement - Introduction

This Privacy Statement for Business Partners is a statement of principles and guidelines for the protection of the personal information of our individual business partners ("you") conducting business with Diageo*. The objective of this Privacy Statement is to inform you about how we collect, use and disclose your personal information, in accordance with applicable local legislation.

* For the purposes of this Privacy Statement, Diageo means the local Diageo entity contracting with the business partner.

1. Your Consent

By submitting personal information to us, or representatives acting on our behalf, you agree that we may collect, use and disclose such personal information as described in and in accordance with this privacy statement and as permitted or required by law. Subject to legal and contractual requirements, and reasonable notice, you may refuse or withdraw your consent by contacting your local Diageo business contact. If you refuse or withdraw your consent, we may in certain cases not be able to establish or maintain a commercial relationship with you. If you provide us with personal information of another individual, you represent that you have all necessary authority and/or have obtained all necessary consents from such individual to enable us to collect, use and disclose such personal information for the purpose set forth in Section 2 of this Privacy Statement.

2. Why do we collect personal information?

To establish and manage our relationship with you we may need to ask you to provide certain information, which may be personal. To fulfil anti-money laundering requirements we check and refresh checks on business partners. In some markets, we may carry out identity verification checks using credit reference agency data requested by them. If you are a sole trader or an individual, we may share with the agency certain personal data, including your forename and surname, personal address and previous address, date of birth and gender, or if you are a corporate entity, your name, registered or trading address, and other relevant identifying details. The information provided by the agency will help us to check your identity. By having or continuing your relationship with us, you agree that we may use your information as described here in. In circumstances where we consider establishing or continuing a commercial relationship with you, extending a credit or evaluating your credit standing, we may carry out credit checks on you.

3. What personal information do we collect about you?

The types of personal information we may collect include your name, telephone number and/or e-mail addresses, billing and payment information (such as credit card or bank account number), tax numbers and business license information if you operate an unincorporated sole proprietorship, your mailing preferences, delivery instructions, reference information, information incidental to our supply of products and services, customer service preferences, vehicle and other visitor information collected when you visit our facilities (including, at some facilities, video surveillance of facility perimeters), and other personal information you provide to us as part of a business partner identification verification process.

4. Limiting use, disclosure, and retention of personal information

We do not use or disclose personal information for purposes other than the identified purposes for which it is collected, except with your consent or as required or permitted by law. Diageo retains personal information in accordance with its applicable record retention schedules.

5. Accuracy of personal information

Personal information held by us is as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used. We do not routinely update personal information, unless such process is necessary to fulfil the identified purposes. We rely on you to inform us of any changes to your personal information. To update your personal information, please see Section 8.

6. Security safeguards

We protect personal information by security safeguards appropriate to the sensitivity of the information. We use appropriate efforts and security measures to protect personal information against loss or theft, as well as unauthorized access, disclosure, copying, use, modification, disposal or destruction. Diageo protects personal information disclosed to third parties by contractual agreements stipulating the confidentiality of the information and the limited purposes for which it is to be used.

7. To whom do we disclose personal information?

We will keep your information confidential except where disclosure is required or permitted by law (for example to government bodies and law enforcement agencies). Generally, we will only use your information within Diageo. However, sometimes we use third parties to process your data on behalf of us. In addition to disclosures identified in the purposes described in Section 4, from time to time we may disclose personal information to:

- a. Our service providers, retained to perform functions on our behalf or to provide services to Diageo, such as warehousing and delivery; marketing and advertising; data processing; software development; website hosting; information technology and office services; legal, accounting, audit and other professional service providers;
- b. a person who, in the reasonable judgment of Diageo, is providing or seeking the information as the authorized or appointed legal agent or representative of the subject individual;
- c. law enforcement, courts and government agencies, including those in foreign countries, where Diageo is required by law, such as in response to a subpoena, warrant, order, demand or request by an agency with jurisdiction to compel the disclosure of personal information.

8. How can you obtain access to your personal information?

Upon your written request and subject to certain legal exceptions, we will give you access to that information as well as the opportunity to make any modifications such as to keep it up to date and relevant. Access requests must be sent in writing to our local Diageo contact.

9. How do we protect personal information?

To help protect the confidentiality of personal information, Diageo uses organisational, physical and technological safeguards appropriate to the sensitivity of the personal information. For instance, for electronic data, we operate secure data networks protected by industry standard firewall and password protection systems. Personal information held electronically, is stored in secured locations and on servers located either at our offices or at the facilities of our data storage providers and technology service providers. Personal information may be stored and transferred in UK or with our affiliates and service providers in foreign countries. If data is transferred from Diageo to third countries, we will ensure that the recipient has an adequate level of data protection in place. When transferring data within the Diageo group, it will be in accordance with our Intra-group data transfer agreements.

10. Changes to this privacy statement

Diageo reserves the right to modify or supplement this Privacy Statement at any time. We will post any changes to this Privacy Statement on our website at www.diageo.com and will make written copies available upon your request to your local Diageo contact

11. Further Information

For more information about Diageo's privacy practices, to amend or obtain access to your personal information, to opt-out or withdraw your consent, or if you have privacy-related questions or concerns, please contact us through this webform (<https://privacyportal-uk.onetrust.com/webform/a9d71640-d3c6-49bc-bdfe-3b401ef238f2/c4b69974-07d0-464f-81f6-e45d0b09843f>).

In accordance with the Information Technology Act, 2000 and the Rules framed thereunder, for (a) any queries, grievances or information required, related to processing of your personal/ sensitive information or (b) requests to correction, deletion or amendments of your personal/ sensitive information, kindly contact us through this webform (<https://privacyportal-uk.onetrust.com/webform/a9d71640-d3c6-49bc-bdfe-3b401ef238f2/c4b69974-07d0-464f-81f6-e45d0b09843f>). Alternatively, you can also contact the Grievance Officer on - the details provided below:

Senior Counsel - Compliance
UB Towers, #24 Vittal Mallya Road, Bangalore
dataprivacy.grievanceofficer@diageo.com
9AM - 5PM (on all working days)

ANNEXURE A: Invoicing Standard: United Spirits Limited

Information for suppliers

To facilitate timely invoice payment, it is essential that our suppliers meet United Spirits Limited (USL) invoicing requirements. This is where we need your help! You will find specific instructions below on information required on your invoices to allow efficient processing. Failure to follow the instructions indicated here will delay your payment!

1. Invoice Format Guidelines -

- 1.1.** Invoice should be raised in the name of United Spirits Limited.
- 1.2.** Ensure the invoice is GST compliant (if applicable).
- 1.3.** Basic fields like invoice number, invoice date, pay terms should be clearly mentioned.
- 1.4.** Quote the PO number and the PO line item number on the invoice otherwise the invoice may be rejected.
- 1.5.** Mention your USL's contact person's email id on the invoice.
- 1.6.** Do not raise a back dated invoice otherwise invoice would be rejected.
- 1.7.** Invoice description should match with the PO item/Description. If you have a different naming convention, ensure to mention the PO **item/Description & SI no** along with your naming convention.

Schema of the purchase order is as below:

PURCHASE ORDER					
Vendor : #48/2, Kudlu Road, Off Hosur Road #48/2, Kudlu Road, Bangalore-560068 India GST No: [REDACTED]		Please deliver To : United Spirits Limited "UB Tower ", UB City., 24, Vittal Mallya Road, Bangalore - 560001 India GST No. : 29AACCM8043J1Z6		PO Number : 4501846963 Date : 23.06.2020 Contact Person : Delivery Date : Day 31.07.2020 Your Ref. : PR30964 EP28933	
Page No : 1 of 7					
SI No.	Item/Description	Qty	UOM	Unit Price	Total Value (Rs.)
010	[REDACTED]	1	AU	[REDACTED]	[REDACTED]
Sub Total In Rs. [REDACTED]					
Grand Total In Rs. [REDACTED]					
Amount in Words: RUPEES TEN LAKH ONLY					
Terms and Conditions: This Purchase Order (PO), any attachments made a part of this PO including terms and conditions attached hereto are the sole and exclusive agreement between United Spirits Limited ("USL") and Vendor for the products and/or services in this PO, and no other document, including the Vendor's proposal, quotation or acknowledgment form, will be part of this PO, unless specifically agreed to in writing by USL.					
Payment Terms : Payable 15 days from the date of Invoice					
Terms of Delivery :					
Others: [REDACTED]					

2. Invoice Submission Guidelines -

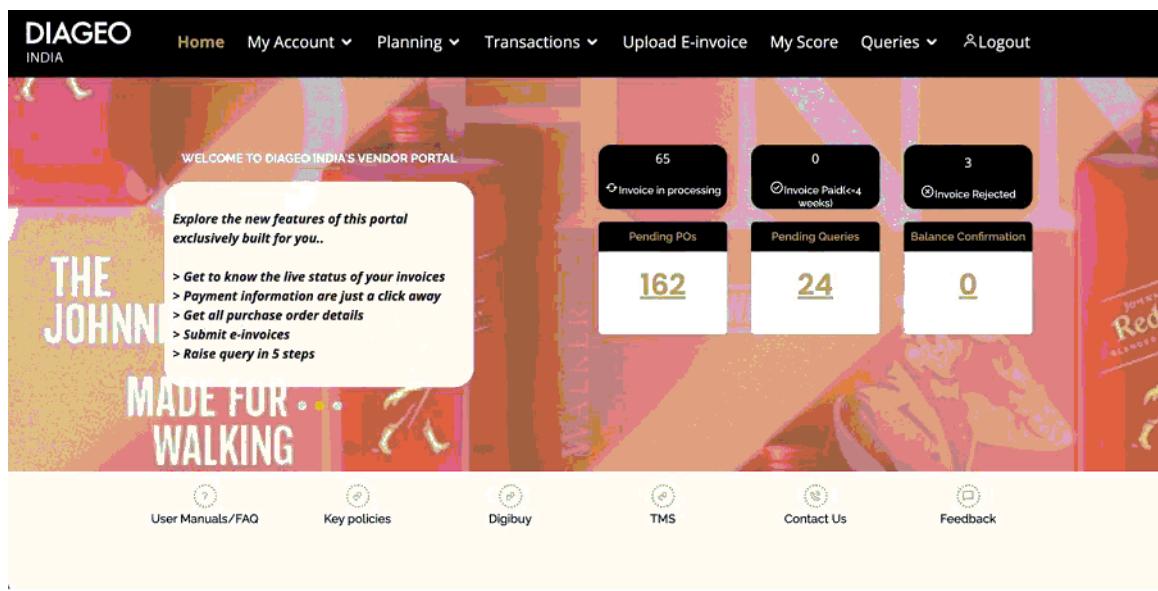
- 2.1.** Follow relevant laws of sending an invoice along with the goods to delivery location. For services share the invoice to your USL contact person.
- 2.2.** Submit the copy of invoice same day (digitally signed preferred) through the vendor portal or to the email ID (USL_Invoice_Submission@diageo.com).
- 2.3.** If sent digitally, you are not required to send a hard copy of invoice through courier.
- 2.4.** It is mandatory for all the invoices to be signed
- 2.5.** Invoices should be submitted along with all relevant documents supporting your claims.
- 2.6.** Reimbursement bills should be accompanied with a statement of reimbursement and supporting's clearly matching to your claim amount else TDS @ higher rate would be deducted.
- 2.7.** You are eligible for payments only upon receipt of a correct and complete invoice at the Delivery Address and Vendor Portal/Mailbox.

3. **Invoice Submission Modes:**

3.1.1. **Vendor Portal**

3.1.1.1. Login to Vendor Portal

3.1.1.2. On click on "Upload E-Invoice" tab on home tab



3.1.1.3. Once you click on upload E-Invoice, Enter the below Invoice details

Submit Invoice for: [REDACTED]

Invoice Details

PO Number*

Invoice Date*

Invoice Amount*

Vendor Details

Vendor Code*

PAN*

GST*

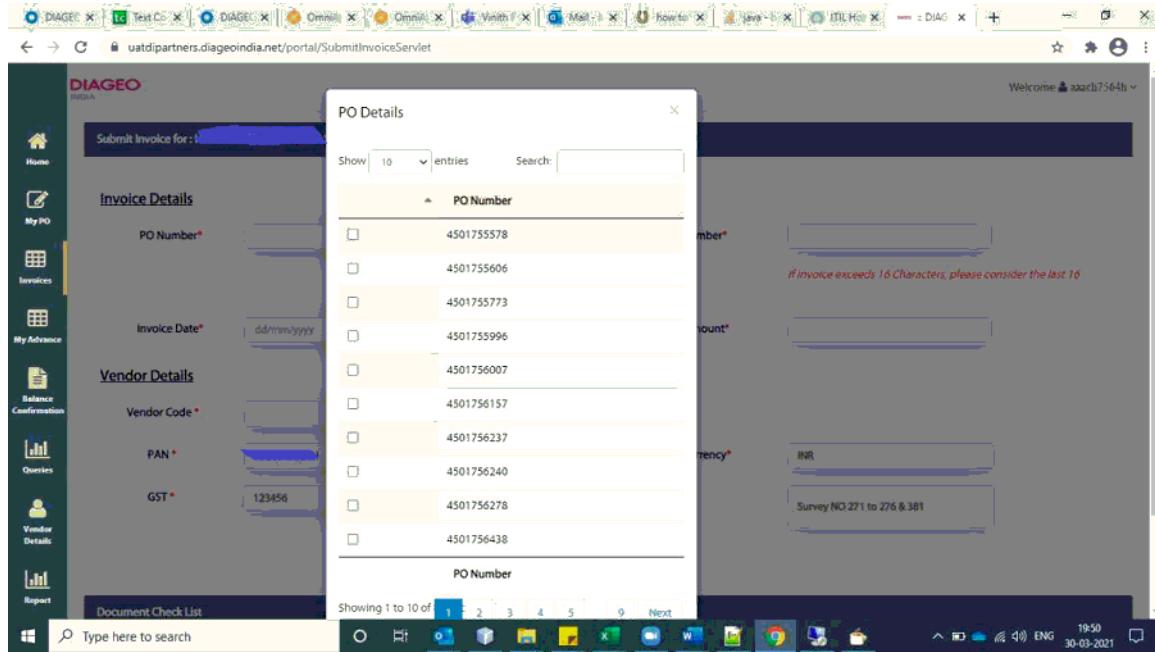
Billing Currency*

Address*

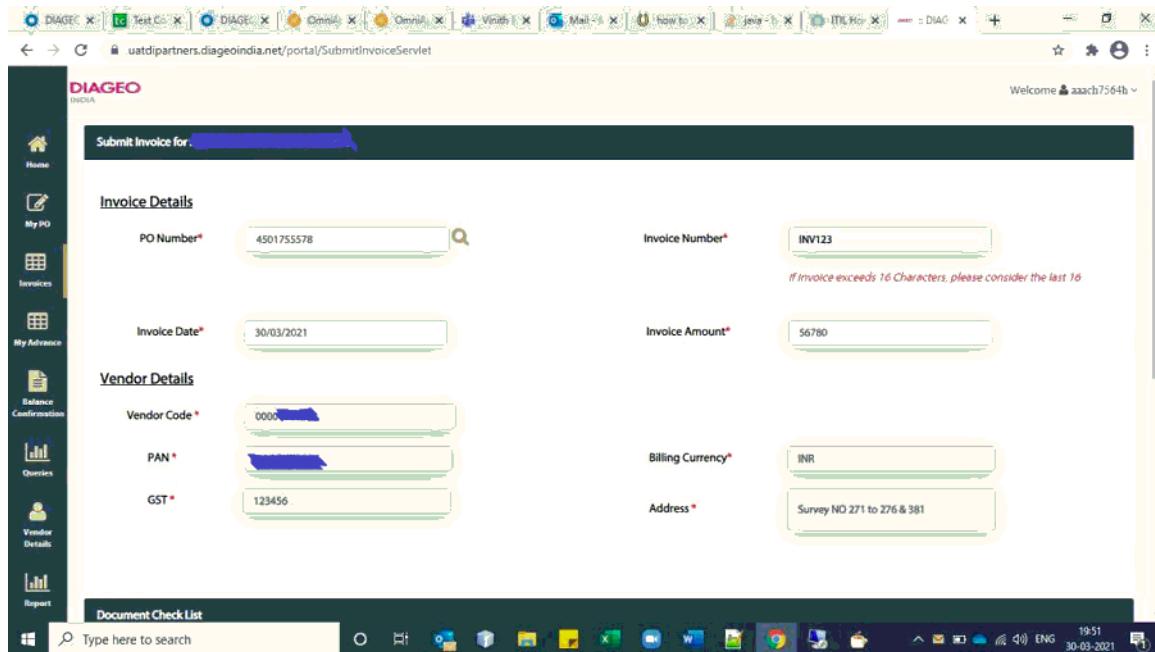
Document Check List

3.1.1.4. Click on the search button on PO number tab, all PO's related to the vendors under the login Pan will be displayed on pop-up and user can search and select from it. Once PO is selected, Enter the Invoice Number, Date and Amount. Vendor Details tab will be auto populated.

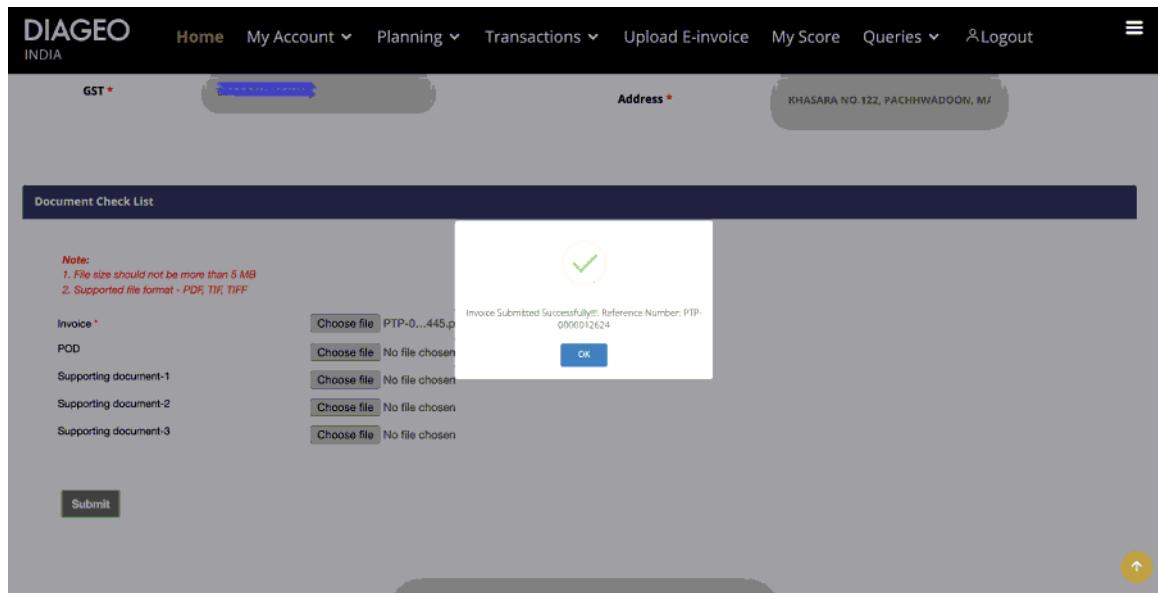
Note: Multiple PO's can also be selected



3.1.1.5. Once you fill the details, you need to attach the pdf copy of the invoice under document check list (*If the Invoice is digitally signed/Generated through GST portal, please upload the original pdf for better quality scanning*)



3.1.1.6. User can attach invoice by clicking the below "Choose file" button.



3.1.1.7. You will be able to upload any POD (Proof of Delivery) or any other supporting information using the POD or Supporting documents section

3.1.1.8. Once user uploaded the documents and click on submit user will be notified with pop up notification of PTP number generated against that invoice.

3.1.2. Submission through E-mail

3.1.2.1. Invoices can also be submitted to the mail box: USL_Invoice_Submission@diageo.com

3.1.2.2. Only one invoice per email is allowed to be submitted to the mail box

3.1.2.3. PDF copy of the invoice and supporting is preferred format for submission

3.1.2.4. If Invoice contains supporting documents, first attachment should be the invoice copy followed by the supporting documents

3.1.2.5. The subject line should mandatorily be: "USL INVOICE SCAN - Your Inv number"

3.1.2.6. Once Invoice is sent to the USL_Invoice_Submission@diageo.com, an acknowledgement is sent to the user on the same day, with either of the below status:

3.1.2.6.1. If Invoice is accepted, a PTP Number generated is notified via email (PTP number can be used as reference for subsequent follow up to check invoice status)

3.1.2.6.2. If rejected notified as failed (try to resubmit with above defined rules)

3.1.3. **Submission through Hard Copy:** If you are still submitting hard copy invoice to Iron Mountain, you are requested to switch to the above digital ways of submission. If not feasible, hard copies are still to be submitted to Iron Mountain address:

Iron Mountain Address:

Project-USL Iron Mountain
#48/2 Off Hosur Road, 7th Mile
Kudlu Main Road, Bangalore - 560 068

For queries login to Vendor Portal and raise a ticket. Link to portal is as below:

<https://dipartners.diageoindia.com/portal/login>

Escalation on any of the above please reach out to your respective USL India Contacts.