

**Bill To Address:**

HCL TECHNOLOGIES LIMITED
SEZ Unit - II, SDB1, Infra Block, Plot No 3A, Sector - 126,
Gautam Budh Nagar
Noida
Uttar Pradesh, 201304
India
GST NO: 09AAACH1645P4Z6
Pan No. : AAACH1645P

SERVICE ORDER

Vendor Code : 1100052463
PAN No : AAGCC1283L
CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED
1877 3rd Floor Gangothri, 31st
Bengaluru 560070
Karnataka
India
TEL NO : 9844230252

Proc.Type : SERVICES
PO No. : 5200105907
PO Date : 26-Oct-2018
Amended On : 26-Oct-2018

EMAIL : ravi@connectivitysolutions.in
GST Registration No : 29AAGCC1283L1ZC
Plant : IN01

Delivery Date : 16-Oct-2018
Validity Start date : 16-Oct-2018
Validity End date : 15-Jan-2019

Requisitioner : Varun Jaret
Currency : INR

The Purchase Order No should be quoted in invoices and all other communications. Failure to do so may result in delayed processing and payment. Please supply the following against the order in acceptance with terms and conditions printed overleaf.

Item No.	Material No.	Description	HSN/SAC Code Description	Quantity	Unit	Price per Unit	Net Value
00010		RENTAL CHARGES		1.000	AU	60000.00	60000.00

AP: IGST SEZ Exemption

Item text
Rental Extension: 5200103089 ASA5516-FPWR-K9 - ASA 5516-X with FirePOWER Services, 6GE, AC, 3DES/AES, SSD - 2Nos with CAB-TA-IN - India AC Type A Power Cable - 2nos for 3Months (INR 11000/- Unit Price/Month) 1 Each 60000 60000

Please Deliver To :
HCL TECHNOLOGIES LIMITED

SEZ Unit - II, SDB1, Infra Block, Plot No 3A, Sector - 126,,
Gautam Budh Nagar,Noida
Uttar Pradesh, 201304
India

The Item covers the following services :

00010	1100110	RENTAL CHARGES	1.000	EA	60000.00
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Total net item value : 60000.00
Tax Total 0.00
Total Value (in words): Sixty Thousand Rupees Only

Payment Terms : Payment within 90 Days

Important Change :

Invoice must have the PO number and PAN number of Vendor and HCL .

Original Tax / Commercial Invoice must be dispatched to the following address :

Accounts Payable ,
Basement Cabin Number 9
HCL Technologies Limited
B-34/3 , Sector 59
Noida 201307 U.P (India)

Note : Please note that invoice dispatch details are only for sending the original invoice. Invoice should carry the Billing and shipping address as mentioned in the PO number. Delivery Challan, copy of invoice also should be sent along with the material to the shipping address.

Header Text :

Indenter Name and Emp Code Varun Jaret (51559137)
Indent Number 2730538
Mobile No. +919599594925 Email Id JARET.V@HCL.COM

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Vendor Final Quote. Reference number: CS/RQ-BLR/2018-19/0073

Vendor Final Quote Dated: 22-10-18

Standard Terms and conditions: "1. Every supplier should paste a Tamper proof sticker / template on all machine. So that the asset is visible that it is RENTAL and have all necessary information (Viz:Rental Asset Owner/Supplier Name ,Vendor SPOC/Contact number,Asset Description, Unit Serial Number,Manufacture Dt /New purchase Dt. , Supply Date , Do's and Don't Warnings instructions .) , including a remark that "it should not be moved without supplier#s consent" excepts for laptops.

2. Delivery and pick up of rental asset from HCL Gate is supplier / vendor responsibility with proper packaging and Insurance to cover any risk . HCL is not liable for any loss or damage post collection of rental asset from our HCL gate.

3. HCL has the right to discuss and finalise the buy back price after 12 months of rental usage

4. Monthly confirmation from HCL SPOC on physical possession and right SPOC

5. 30 days advance notice on PO expiry and regular follow up for rental extension

6. Sending Notice to pick up to user if extension PO is not received with in 30 days of expiry

7. The asset which are having OEM support/license should be updated/upgraded version as on date before supplying to HCL.

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Terms of payment

Monthly in Arrears & payment within 90 days from the date of invoice receipt

Warranties

Start Date: 16-10-18

End Date: 15-01-19

Excise

DUTY PAID SEZ

Mode of dispatch

Services

This is a system generated document. It does not require any Signature .

STANDARD TERMS AND CONDITIONS FOR PURCHASE ORDER

1. GENERAL: Vendor has to sign, date and stamp, copy of the Purchase Order as a token of his acceptance in entirety and return the same to HCL within ten days, else the same will be deemed to have been accepted and will become legally binding on either party. By accepting this Purchase Order, and/or performing hereunder, Vendor agrees to comply fully with the terms and conditions of purchase set forth in this document. Acceptance of this Purchase Order is expressly limited to the terms and conditions of this Purchase Order and none of the Vendor's terms and conditions shall apply in acknowledging this Purchase Order or in the acceptance of this Purchase Order. Acceptance by the HCL entity issuing this Purchase Order (herein after called "HCL") of the goods or services delivered under this Purchase Order shall not constitute agreement to Vendor's terms or conditions. Vendor may not deliver under reservation. The term "Purchase Order" as used herein means the first and continuation pages of completed Purchase Order form, including any special provisions contained therein (herein after called "Purchase Order" or "PO").

2. PRICE: This is a firm price order. Unless otherwise specified in writing by HCL, price mentioned in this PO is firm and no price variation on any account will be allowed. Unless otherwise specified the prices include all kind of taxes, duties, transit insurance, insurance coverage for storage, testing and commissioning if any, etc.

3. TIME OF DELIVERY: Time of delivery is of the essence of this PO. If the delivery date shown above cannot be met, the Vendor shall inform HCL immediately. In such an event, HCL may at its sole discretion terminate the PO and/or demand damages. Such notification shall not, however, constitute a change to the delivery terms of this PO except as the PO may be modified in writing by HCL. Back orders or partial deliveries are not acceptable without HCL approval.

4. PACKAGING, PACKING LIST, BILL OF LADING AND INVOICE: In case of material, Vendor shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. HCL's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. The description of goods or services in the invoice and other shipping documents shall be identical to the description contained in the PO.

5. TITLE, RISK OF LOSS: Title shall pass to HCL upon HCL's receipt of goods at destination. Risk of loss of all goods shall remain in Vendor until receipt by HCL at destination, unless otherwise specified in this PO.

6. INSPECTION: All goods and services furnished hereunder will be subject to inspection and test by HCL at all times and places and will be subject to HCL's final inspection and approval within a reasonable time after delivery. HCL may reject goods and services not in accordance with HCL's instructions, specifications, drawings, data, or Vendor's warranty (expressed or implied), or for untimely delivery. HCL may return rejected goods to Vendor at Vendor's expense and HCL shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall HCL incur any liability for payment for rejected goods or services.

7. EXTRA CHARGES: No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by HCL. All goods must be forwarded in accordance with HCL's shipping instructions; otherwise the difference in freight rate will be charged to Vendor.

8. SUBSTITUTIONS: No substitution of materials or accessories may be made without written permission from HCL.

9. TERMS OF PAYMENT AND TAXES:

- a. Invoices shall be dated no earlier than date of shipment or delivery of goods or services. HCL will pay invoices within 90 days of receipt of invoice from the Vendor or within the time period mentioned in payment terms of this PO. The invoice shall mention required delivery date, date of acceptance, or the days within which any applicable discrepancy is to be resolved.
- b. If payment is to be made against letter of credit then, all bank charges and stamp duties payable in connection with payments to be made under the PO shall be borne by the Vendor. Payment will be made subject to tax deduction at source at the statutorily applicable rates.
- c. Vendors are mandatorily required to quote their PAN in the invoices, debit notes and credit notes that they raise on HCL, failing which tax at shall be deducted on the invoice at the statutorily applicable rates, as per the applicable Indian laws.
- d. Vendor, incorporated outside India, agrees to furnish to HCL, all the necessary documents (including but not confined to 'No PE Certificate' and Original TRC (Tax Residency Certificate) along with Income Tax Form 10F as prescribed by the Indian Tax Authorities) to enable HCL or itself, to avail benefits under the Double Taxation Avoidance Agreement(s) signed between the relevant Governments, failing which the Vendor shall be liable to bear the incidence of any tax liability that HCL may have to face and keep HCL indemnified in this regard.
- e. The Parties agree that the Vendor's obligation to render services/provide deliverables as set out under this Agreement/PO shall be valid only till the expiry of Agreement/PO validity date ("Validity Date") and that HCL shall not be liable to make any payments as may be claimed by the vendor for services/deliverables provided by the Vendor beyond this Validity Date. The Parties agree that in case services/deliverables are to be delivered beyond the Validity Date then the Vendor should raise a request with HCL to get the revised PO / renewed agreement issued from HCL in its favour 45 days prior to the Validity Date.
- f. The Parties further agree that Vendor shall raise and submit the invoice(s) for the Services delivered to HCL within 60 days from the date of delivery or acceptance (as applicable) of Services, failing which HCL will not be liable to consider the same for payment. The Vendor shall mention the purchase order/contract release order ('PO'/'CRO') number, date or the period Services were performed, brief description of the Services performed, invoiced amount and HCL's relevant legal entity address, in the invoice(s) and shall not deliver any services to HCL without receipt of a valid PO/CRO from HCL.
- g. The Vendor agrees to indemnify HCL against any loss that HCL may suffer for not being able to claim input tax credit / credit of indirect taxes including GST, VAT, Cess & Sales Tax (as applicable) for reasons attributable to the Vendor including Vendor's failure to submit the invoices within aforesaid timeline or Vendor delays / fails to deposit taxes and file returns with appropriate authority.
- h. The Vendor shall itemize material, labour, any special charges or costs, shipping, other direct charges, travel, VAT, service and/or other applicable taxes or any other statutory contributions in all the invoices. All taxes shall be identified on the invoice in the currency for payments of fees/ charges and equivalent local currency.
- i. Invoice Process for Global Vendors:
i.) Vendor for General services/purchases:
Vendor shall upload all its invoices to HCL's vendor portal Toscana @ <http://vendorportal.hcl.com/portal/login>
- j. Invoice Process for India based vendors:
i.) Vendor for General services/purchases:
Vendor shall send all its invoices in hard copy form to HCL's billing address as mentioned in the HCL's Purchase Order.
- k. The discount/credit period begins only upon receipt of correct invoices at

HCL's vendor portal/ billing address, as mentioned hereinabove or the date any applicable discrepancy in such duly submitted invoice is resolved and the invoice is accepted, whichever date is later.

1. The contents of this clause shall be firm unless otherwise specified.

10. WARRANTY: By accepting this PO, Vendor warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with HCL's specifications, drawings, and data, and that such goods will be fit for the HCL's intended use, and that Vendor will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon HCL's request, Vendor shall furnish HCL with a formal waiver or release of all liens by suppliers. Vendor further represents and undertakes that the goods are not stolen items, and the Vendor has full rights to transfer/sell the goods to HCL under the order, and the Vendor shall keep HCL indemnified and harmless against any liability, loss, or cost arising from a breach of this material representation.

11. NO QUANTITY GUARANTEES: HCL makes no express or implied warranties whatsoever that any particular number of purchase orders will be issued or that any particular quantity or amount of goods or services will be procured through the PO.

12. NON ASSIGNMENT CLAUSE: This PO shall be entered into and be binding upon the successors of the parties. Vendor may not assign or subcontract this PO and/or any supplemental purchase order without the prior written consent of HCL. Any attempt to assign or subcontract this PO without the written consent of HCL is null and void.

13. DELIVERABLES AND INTELLECTUAL PROPERTY RIGHTS - All drawings, reports, results, deliverables, opinions, analyses, findings, conclusions, recommendations, summaries, literatures and other communications by Vendor in connection with the services performed under this PO (the "Deliverables") shall be communicated to the authorized personnel, so designated by HCL. With the exception of any pre-existing intellectual property rights of the Vendor or any other third party, specifically identified in the PO ("Third-Party IPR"), HCL shall have and retain all intellectual property rights to the Deliverables, whether or not patentable, and Vendor agrees that any Services, Deliverables and other work that may be performed for HCL (the "Work") shall be considered "works made for hire" and all intellectual and industrial property rights and Confidential Information, whether or not subject to statutory protection, in or arising from such Work (including, without limitation, the right to create other works and products derivative therefrom) shall belong exclusively to HCL. Vendor shall not use any Deliverables or Work for any purpose other than providing services to HCL under this PO nor shall it disclose same to any third party without the prior written approval of HCL. Vendor warrants and agrees that HCL has an irrevocable, perpetual, world-wide, fully paid-up, transferable license to use any Third-Party IPR.

14. INDEMNIFICATION CLAUSE: Vendor shall defend, indemnify and hold harmless HCL, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorney's fees, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees in the execution or performance of this PO or Vendor's breach of warranties given under this PO or of applicable laws or confidentiality obligations. The Vendor shall defend, indemnify and hold harmless HCL, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Vendor. Vendor agrees to defend against any and all such claims at Vendor's expense, whether or not such claims become the subject of litigation. HCL will provide reasonable assistance in the defense

of such claims if so requested by the Vendor.

15. **CONFIDENTIALITY CLAUSE:** Unless otherwise agreed by HCL in writing, Vendor shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by HCL to Vendor in connection with Vendor's performance of this PO or prepared by Vendor specifically for HCL pursuant to this PO, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information("Confidential Information"). Vendor shall not make any copies of Confidential Information except as specifically authorized by HCL in writing. At the completion of this PO, or upon HCL's request, Vendor shall promptly return to HCL all Confidential Information not consumed in the performance of this PO, together with any copies in Vendor's possession. Vendor shall use Confidential Information solely for Vendors performance of this PO for HCL, and Vendor shall not, without HCL's written consent, directly or indirectly use Confidential Information or information derived there from in performing services or providing goods for any other customer of Vendor, or any other person or entity.

16. **CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):** If required and so mentioned by HCL in writing, the Vendor, shall within fifteen days of the receipt of this PO, will be required to submit contract cum performance bank guarantee in the form of bank guarantee issued by an Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian Vendor and from any reputed International Bank or Indian Scheduled Bank in case of foreign Vendor, may be accepted. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs.100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letterhead. The validity of Contract-cum-Performance Bank Guarantee shall be for 120 days beyond guarantee/warranty period of the goods supplied, for 10% value of PO and shall be further valid for the duration of the PO or till such date HCL provides its written clearance in case the Vendor is providing services.

17. **LIMITATION OF LIABILITY:** In no event shall HCL's total aggregate liability under this Agreement exceed the amount of unpaid fees and expenses payable under this Agreement to Vendor in respect of services already rendered, even if HCL is advised of possibility of such damages. In no event shall either Party be liable with respect to its obligations under or arising out of this Agreement for indirect or consequential damages.

18. **INVALID TERM OR CONDITION:** If any term or condition of this PO shall be held invalid or unenforceable, the remainder of this PO shall not be affected and shall be valid and enforceable.

19. **GOVERNING LAW:** This PO shall be governed and construed in accordance with the laws of INDIA and will be in the jurisdiction of the courts in Delhi, INDIA.

20. **ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION:** Vendor and HCL agree to the following (i) a party's failure to require strict performance of any provision of this PO shall not waive or diminish that part's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute shall be referred to a sole Arbitrator who shall be an independent and neutral third party identified by HCL; (iii) the place of arbitration shall be Delhi; (iv) the Arbitration & Conciliation Act, 1996 (as amended or restated from time to time), shall govern the arbitration proceedings; (v) the arbitration proceedings shall be in the English language; (vi) actions or proceedings arising from this PO shall be heard in a court of competent jurisdiction in Delhi.

21. **MODIFICATION OF PURCHASE ORDER TERMS AND/OR AMENDMENTS:** The PO may only be modified or amended upon mutual agreement of HCL and Vendor. Additional terms and conditions, which do not conflict with the PO, may be stated within the supplemental PO issued by HCL and given effect. Changes, modifications, waivers, additions or amendments to the terms and conditions of this PO shall be binding on HCL only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of HCL.

22. **LIQUIDATED DAMAGES CLAUSE:** The material is to be supplied as per the schedule given in the PO. The Vendor will have to pay to HCL by way of liquidated damages and not as penalty, an amount equal to ½ % (one half percent) of the PO price of the material so delayed for each week of such delay in delivery subject to a maximum of 5% (five percent) of such price. The Vendor if providing services under this PO, shall be liable for service credits as mentioned in the PO / order form, for any deviation from the service levels prescribed for the services to be provided by the Vendor.

23. **FORCE MAJEURE:** HCL or Vendor may be excused from performance under this PO for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of force majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of force majeure. The party suffering an event of force majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such nonperformance shall not be deemed to be in default during the continuance of such inability. Vendor shall, however, promptly use its best efforts to remedy the cause or causes preventing Vendor from carrying out his/her duties and obligations hereunder. In the event that a force majeure event remains un-remedied, or if Vendor is unable to recommence delivery of goods or performance of the services within fifteen (15) days of any force majeure event, HCL may terminate this Agreement with immediate effect.

24. **TERM:** This PO will be valid for the contract period mentioned in the PO/order form.

25. **TERMINATION FOR CONVENIENCE:** HCL may terminate this PO, in whole or in part, by giving the Vendor fourteen (14) days written notice. Vendor shall not have the right to terminate for convenience under this PO.

26. **TERMINATION FOR CAUSE:** Either HCL or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this PO arising here under. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this PO.

27. **HCL RIGHTS UNDER TERMINATION:** In the event this PO expires or is terminated for any reason, HCL shall retain its rights under the PO issued with respect to all goods or services ordered and accepted prior to the effective termination date, but no new supplementary purchase orders may be issued to the Vendor.

28. **VENDOR RIGHTS UNDER TERMINATION:** In the event this PO expires or is terminated for any reason, a Vendor will receive all amounts due for goods or services ordered and delivered to HCL prior to such termination and accepted by HCL.

29. **MISCELLANEOUS:** Where the Vendor is not the OEM, in addition to its own

Serial Number & Part Number, Model Number, the Vendor should also state OEM's Serial Number & Part Number, Model Number on Commercial Invoice and Packing list. The Vendor is further required to Identify Part Number/Serial Number/Model Number in a printed or other Form in addition to sticker specifying the Serial Number & Part Number, Model Number on the Physical item.

30. Vendor shall be and remain exclusively responsible for its and the personnel's acts and omissions and shall at its own expense maintain full insurance under any applicable legislation and shall be responsible for payment of salaries, providing employment related benefits, social security, Insurance contributions, other statutory dues and social benefits with respect to personnel and staff of the Vendor under the laws of any jurisdiction where this Agreement is performed, failing which the Vendor shall keep HCL indemnified against any claims arising and / or expenses incurred in this regard.

31. ANTI-BRIBERY & ANTI-CORRUPTION: Vendor shall maintain in place its own policies and procedures which will be equal or better than HCL's Anti-Bribery and Anti-Corruption Policy given in HCL website <http://www.hcltech.com/about-us/corporate-governance/governance-policies> and will ensure that the persons and parties associated with Vendor will comply and are not in violation of all applicable Anti-Bribery and Anti-Corruption Policies. Failure to comply with the provisions of this section shall constitute a material breach. Upon such failure, notwithstanding any other provisions, HCL shall have a right to terminate this PO immediately without any notice or cure period. In addition, the Vendor shall indemnify, defend and hold harmless HCL, HCL affiliates and its and their officers, directors, partners, employees and agents (collectively 'HCL parties') from and against any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments) and expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation) or other proceedings or of any claim, default or assessment suffered, incurred or sustained by any of the HCL parties or to which any of the HCL parties become subject, resulting from, arising out of or relating to the Vendor's breach of this section.

32. ANTI-SLAVERY - The Vendor represents, warrants and undertakes that it conducts and will conduct its business in a manner that is consistent with the applicable Anti-Slavery laws. The Vendor undertakes not to avail any services / deliverables from Vendors of a country where forced labour is permitted and shall implement due diligence procedures for its sub-contractors and Vendors, to ensure that there is no slavery or human trafficking in its supply chains. It shall provide complete and accurate information to any queries raised by HCL with respect to Vendor's compliance with slavery and human trafficking provisions under applicable laws. The Vendor shall notify the HCL as soon as it becomes aware of any breach, or potential breach, of the Anti-Slavery laws; or any actual or suspected slavery or human trafficking in a supply chain which has a connection with its deliverables under the Agreement. The Vendor shall maintain a complete set of records to trace the supply chain of all deliverables provided to the HCL in connection with this agreement; implement annual audits for itself and its subcontractors/Vendors either directly or through a third party auditor. The Vendor shall provide requisite training to its employees, Vendors and subcontractors to ensure compliance with the Anti-Slavery laws. The Vendor shall keep the HCL indemnified against any losses, liabilities, damages, costs including but not limited to legal fees and expenses incurred by or awarded against the HCL as a result of any breach of applicable Anti-Slavery laws. The HCL may terminate the agreement with immediate effect by giving written notice to the Vendor if the Vendor is in breach of its obligations mentioned herein or fails to comply with provisions of the applicable Anti-Slavery laws.

33. AUDIT: HCL shall have the right to audit, either directly or through a

third party auditor, the Vendor's records etc. at any time upon reasonable prior written notice for the purposes of ensuring compliance with the terms of this Agreement, all applicable laws including relevant data protection laws, anti-slavery laws and laws pertaining to Vendor's obligation to provide statute prescribed benefits to its employees. Vendor shall upon HCL's request at any time and without limiting its obligations hereunder, provide documentation and certification evidencing its compliance with all applicable laws and its obligations stated therein and under the PO. The period of any HCL conducted audit shall be no greater than the twelve (12) months prior to the receipt of notice. However, if such audit uncovers any material non-compliance by the Vendor, HCL reserves the right to further extend the period of audit to encompass any period preceding the initial written notice or any prior agreement(s) executed with the Vendor and the cost of such audit will be borne by the Vendor.

34. **HEALTH, SAFETY, ENVIRONMENTAL AND ENERGY REQUIREMENTS** - All Vendors performing work and or providing deliverables to HCL under respective agreement executed with HCL, at HCL facilities, shall comply with HCL's HSE & E Requirements and all applicable laws and government regulations pertaining to Environmental, Energy, Health and Safety standards and/or work practices. Failure to abide by these statutory prescribed obligations may subject you or your firm to be disqualified for future work at HCL and or termination of your existing agreements with HCL

35. **INSURANCE** - Vendor shall effect and maintain at its own cost, all applicable insurances as required by law and to cover Vendor's responsibilities and liabilities under the PO. Nothing contained herein shall serve in any way to limit or waive Vendor's responsibilities or liabilities under the PO.

36. **ENTIRE AGREEMENT** - This agreement shall include the PO, these Standard Terms and Conditions, and all attachments referred to in the PO or in these Standard Terms and Conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Vendor and HCL, or their representatives, or any other document forming part of the solicitation of quotes, negotiations & discussions between Vendor and HCL with respect to the subject matter are hereby superseded. If superseded by a specific signed agreement between HCL and Vendor and only to the extent that such agreement specifically rejects any terms and conditions in this PO, the terms and conditions of such signed agreement shall prevail over this PO or these Standard Terms and Conditions.

Goods and Services Tax (GST)

- a) Except where otherwise stated any amount payable under this PO is exclusive of GST.
- b) For any supply made under this PO which is subject to GST, HCL agrees to pay the amount for the supply plus the GST payable ("GST Amount"), except where the liability to remit the GST to the tax authority is on HCLT under reverse charge mechanism.
- c) The GST Amount will only be paid after the Service Provider/Vendor has provided HCLT a valid tax invoice and the invoice details have been reported to the tax authority, or otherwise, by the vendor / Service Provider as required by law.
- d) For any adjustment on account of deficiency of service / goods or price revision, appropriate debit notes/ credit notes (disclosing the details as prescribed under the applicable GST law) will be issued for the such adjustment.
- e) Where the Service Provider/Vendor has not reported the invoice details as

required by law or has failed to deliver invoices within timelines as imposed in section ##....herein or otherwise has not complied with the law relating to GST and HCLT has suffered a loss of credits, refunds or similar or any claims or penalties, then the Service Provider/ vendor will keep HCL indemnified against and such losses, claims, loss or penalty, and shall immediately, not later than 05 days of written notice from HCLT, reimburse to HCLT the relevant amounts or if such reimbursement is not made then such amounts shall be adjusted against subsequent payments to be made to the Service Provider.

f) Service Provider/Vendor further agrees to indemnify HCL against any loss or damages that HCL may suffer due to to a non-compliance or breach of applicable GST and related laws by Vendor/Service Provider.

g) Service Provider/Vendor acknowledges and agrees that HCL shall be (without prejudice to its rights under law) free to terminate this Order/ contract at will, without any liability, if Service Provider/Vendor breaches the GST and related laws after the Appointed Date (mandated by GST Council) or fails to maintain a good compliance rating under the GST Laws and GTSN or fails to comply with provisions stated hereinabove.