

Service Order

	Purchase Order Date Revision 4530065436 06.06.2023																									
	Buyer PS00888110@TechMahindra.com Currency INR																									
	PaymentTerms Net Payble 30 days INCO Terms																									
Tech Mahindra Limited Registered Office: Gateway Building, Apollo Bunder, Mumbai, 400001, INDIA CIN L64200MH1986PLC041370 TechMahindra.com	Ship To: Plot No B-19, Stilt, Third and Fourth Floor Sector 62, Gautam Buddha Nagar, Noida 201301 UTTAR PRADESH India																									
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Total PO Amount: 228.000,00 Amount in Words: Two lakh twenty eight thousand rupees only.																										

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<u>Terms & Condition</u> <u>Warranty Terms</u> <u>Communication Address</u> Tech Mahindra Limited Noida DTA UNIT Plot No-A/8A, Sector-62, Gautam Buddha Nagar, Noida INDIA <u>Standard Terms & Condition</u> 1. In these conditions, TECH MAHINDRA Limited is referred to as the "Purchaser" and the party on whom the Purchase Order (the "order") is placed is referred to as the "Supplier". 2. The order is deemed to be accepted upon the earlier of the return of the acknowledgement copy of this order or the commencement of the performance thereunder, by the Supplier. 3. The Supplier shall ensure that the supplies of all goods and works carried out against this order shall conform to specifications, drawings and samples provided by it and approved by the Purchaser, to be fit for the purpose intended, merchantable and free from defect in materials and workmanship. 4. The Purchaser reserves the right at any time to make changes in drawings and specifications as to the materials/works covered by this order and If, as a result thereof, any increase or decrease in the order cost is caused, the price set out in this order shall be equitably adjusted by the Purchaser. 5. In the absence of specifications or samples, the goods supplied and works carried out must be best of their respective kinds and must to be of first-class quality and workmanship.	

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6. Unless otherwise specified in writing, all goods and works supplied shall be covered by warranty against all defects upto 18 months from the date of delivery or 12 months from the date of placing in service, whichever is later. 7. Unless otherwise specified in writing, delivery shall be made free of charge at the address given in the order. All loss or damage in transit shall be borne by the Supplier. The Supplier shall give dispatch intimation to the Purchaser in advance notifying the quantity dispatched, date of dispatch, name of the carrier, consignment number, accompanied by a copy of the delivery challan. 8. The Supplier shall bear the cost of packing of all goods ordered for shipment in a manner ensuring safe delivery and protection from weather and handling damage, obtain the lowest timely transportation rates and meet carrier's shipping requirements. In addition to any requirements by the shipping company, the Supplier shall be solely responsible for damages resulting from improper or inadequate packaging, the Supplier shall include a packing list in each shipment that contains our Purchase Order number and describes the goods ordered for shipment. The packing shall be in compliance with all the applicable laws. 9. Unless otherwise agreed in writing, price given in this order is firm. No charges other than those specifically agreed to shall be chargeable from the Purchaser. 10. The Purchaser shall have the status of the most favoured customer of the Supplier with respect to matters of pricing, and where applicable, scheduling, delivery, and warranty. If the Supplier or any Supplier Affiliate offers more favourable terms to any of its other customers, the Purchaser shall be entitled to receive the goods and works ordered on such more favourable terms from and after the date of such offer. For this purpose, the Purchaser or a representative of Purchaser may audit the Supplier's records to determine whether the Supplier has complied with this provision.	

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11. The Purchaser reserves the right to inspect the goods and works carried out by the supplier at its premises. All materials supplied shall be as specified and/or approved and will be subject to Purchaser's inspection and acceptance after delivery. The Purchaser shall have the right to reject wholly or partly any consignment as may be found defective or as may fail to conform to quality or quantity as approved without invalidating the remainder of the order. The Purchaser may in its absolute discretion accept such of the goods as do not meet certain specifications, if such shortcoming in the materials supplied does not seriously impact the purpose for which the materials have been ordered. In such an event, the Purchaser shall make such reasonable deduction in the price to make good the loss that may be incurred by the Purchaser. If the Supplier does not agree to such deduction in the price, the Purchaser shall reject the goods without acceptance. 12. In the event of rejection, the cost of materials supplied by the Purchaser shall be borne by the Supplier. The Supplier shall be liable to compensate the Purchaser for all costs, direct and consequential losses incurred by the Purchaser as a result of rejection. 13. The Purchaser shall have the right to obtain replacement at the Supplier's expenses or cancel the order to the extent of rejected quantity. The rejected goods will be held by the Purchaser at the Supplier's risk and expenses for a period not exceeding 15 days from the date of intimation of rejection. On the expiry of the period of 15 days, the Purchaser shall be free to dispose of the materials in any manner without any liability whatsoever. If so advised by the Supplier, the rejected goods will be returned by the Purchaser at the Supplier's costs which will include transportation both ways plus storage, handling, packing and loading. 14. All patterns, specifications, drawings, designs or other property whatsoever supplied by the Purchaser shall be treated as secret and confidential and must be returned to the Purchaser Immediately on demand and must not be used by the Supplier for or in connection with the production/supply of any goods whatsoever other than the goods ordered by the Purchaser.	

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The Supplier shall be responsible for the safe custody of the Purchaser's property and raw-materials provided to the Supplier for the purpose of this order and in the event of spoilage or loss, the Supplier must reimburse the cost thereof to the Purchaser. All such properties of the purchaser must be fully insured by the Supplier against all risk of whatsoever nature until they have been received back by the Purchaser. 15. The Supplier shall hold in strict confidence from any other persons any confidential information of the Purchaser or its customers. Confidential Information shall not include any information which is (i) in the public domain (either prior to or after the furnishing of such documents or information hereunder) through no fault of the Supplier, (ii) independently developed by or for the Supplier without reference to the information, or was received without restrictions, (iii) disclosed to the Supplier by any third party without an obligation of non-disclosure; (iv) is already known to the Supplier, which the Supplier can establish by tangible evidence; or (v) is required to be disclosed by law or court order; provided, however, that the Supplier has given the Purchaser prompt notice of such demand for disclosure and the Supplier shall reasonably cooperates with the Purchaser's efforts to secure an appropriate protective or injunctive order. The confidentiality obligations of the Supplier under the Agreement shall survive the expiration or termination hereof for a period of five (5) years. Upon termination of the Agreement, the Supplier shall cease all use of the Purchaser's confidential information (except for Software and any Documentation in accordance with the applicable license granted under this Agreement) and will promptly return, or destroy at the Purchaser's request, all confidential information in tangible form and all copies of confidential information in the Supplier's possession or under its control, and will destroy all copies of confidential information on its computers, disks and other digital storage devices.	

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Upon request, the Supplier shall certify in writing to the Purchaser, its compliance with this Clause. By disclosing the confidential information, the Purchaser does not grant the Supplier any license, explicitly or implicitly, under any trademark, patent, copyright, trade secret or any other intellectual property right and all Information shall remain the property of the Purchaser. 16. Time of delivery is the essence of the order and the Purchaser reserves the right to cancel the order in full or in part and without prejudice to any other right which the Purchaser may have, if delivery is not made as per specifications within the stipulated date. In the event of such cancellation, the Purchaser may get the order executed by any other party and claim from the Supplier any loss the Purchaser may suffer thereby including difference between the cost incurred by the Purchaser and the order price. 17. Should the Supplier fail to deliver materials/works within delivery time specified, the Supplier shall be liable to pay to the Purchaser liquidated damages for delayed delivery at the rate of 2% of the price of the materials/works not delivered in time for every week or part thereof during which the stipulated delivery time is exceeded. The payment of liquidated damages shall not, however, absolve the Supplier from the delivery obligations. 18. The Purchaser may on written notice to the Supplier terminate the order if the Supplier: i. has materially breached any of its material obligations under this terms and conditions of the Order and such breach is not remedied within fifteen days of receiving the written notice; ii. any bankruptcy event occurs; iii. ceases to carry on its business. The provisions of the terms and conditions of the Order which survive by its nature shall survive the expiry, cancellation or termination of the order.	

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19. Neither party shall be liable to the other for any delay in delivery or accepting scheduled delivery, if caused by circumstances constituting force majeure such as fire, strike, lockout, riot, war, Government orders, regulations and legislation, acts of God and/or any other contingency beyond reasonable control of the respective parties. The Purchaser shall have the option to cancel the order wholly or partly in the event of force majeure extending beyond the fifteen days. 20. Sales tax and other taxes as applicable will be payable by the Supplier unless otherwise provided for. The Supplier will quote his registration number when claiming sales tax and other taxes from the Purchaser. 21. The Supplier will send his/its original bill to the Purchaser's Buyer located at the address mentioned on the Purchase Order. The bill must be accompanied by documents showing despatch to and receipt by the Purchaser. 22. Unless otherwise specified, the payment will be made by the Purchaser within 45 days of the receipt of the Supplier's bill for goods/works duly accepted by the Purchaser. 23. The Supplier shall indemnify the Purchaser, its assignees, customers, vendors and users against any action, damage, claim or demand, costs and expenses arising from or incurred by reason of any infringement of any letters patent, registered design, trademark, copyright or any other protected right in respect of any goods/works supplied under this order. 24. All goods supplied or work done under the order shall be in compliance with the applicable laws and regulations. 25. In no event, the Purchaser shall be liable for any consequential or indirect damages. The total liability of the Purchaser shall not exceed the unpaid amounts under the corresponding order. 26. The Supplier shall not without written consent of the Purchaser sublet or assign this order or any part of it to any other person, firm or company. 27. No addition, alteration or rescission of this order shall be valid unless accepted by the Purchaser in writing. These conditions of purchase shall be applicable to all additions, alterations and rescissions so accepted.	

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28. The order shall be governed by the Laws of India and the Supplier accepts the exclusive jurisdiction of the Courts in Pune in the case of any dispute arising out of or related to or in connection with the order. 29. Supplier / Contractor / Service Provider hereby represents that no unethical means were adopted nor were any attempts made with any person directly or indirectly for influencing or attempting to influence an officer or employee of Tech Mahindra or on its behalf for the purpose of winning this engagement/deal and entering into this contract. Tech Mahindra is authorized by the Vendor / Contractor / Service Provider to impose penalty as it deems fit and/or to terminate the contract with immediate effect in the event of discovery of any breach of this representation by the Supplier. This is in addition to any other rights which Tech Mahindra would have as per law.	

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