

PURCHASE ORDER

Supplier Detail			Purchase Order Detail										
Connectivity IT Solutions Private Limited 1877 1st floor 10th main 31st cross road Banashankari stage 2 Bangalore - 560070 Karnataka, India () 7406419922 GSTN/ISDN : 29AAGCC1283L1ZC			PO No Req No: Revision No Revised Date Created On Printed On Ref Quote No Quote Date Buyer PO Creator Reverse Charge										
			20192500852 PRTVM1017865 0 18-DEC-19 CS-SQ-BLR-2019-20-001519 12-DEC-19 M P, Ms. Praseeda Devi N										
Ship To:			Bill To :										
QuEST Global Engineering Services Private Limited Second Floor, Right Wing, PRIMROSE7B,, Embassy Tech Village, Sarjapura – Marathahalli Outer Ring Road, Devarabeesana Halli, Varthur Hobli, Bangalore, KA -560103, India Ph : GSTN/ISDN : 29AAACQ3563F1ZE			QuEST Global Engineering Services Private Limited Second Floor, Right Wing, PRIMROSE7B,, Embassy Tech Village, Sarjapura – Marathahalli Outer Ring Road, Devarabeesana Halli, Varthur Hobli, Bangalore, KA- 560103, India Ph : GSTN/ISDN : 29AAACQ3563F1ZE										
Line No	Item Name	Part Description	HSN/SAC Code	Quantity	UOM	Unit Price INR	Line Total INR	CGST	SGST	IGST			
1	IT - Professional Services - Consulting	Charges towards L4 support for Voice to implement & Configure, MRA, Multi-Domain, Mass Deployment, WebEx Teams- Presence	998313	1.00	Nos	260,000.00	260,000.00	0.00	0.00	0.00			
							260,000.00	0.00	0.00	0.00			
							Grand Total	260,000.00					
	Amount in Words: INR Two Lakhs Sixty Thousand Only												
	Terms & Conditions:												
	<p>1. Terms.</p> <p>1.1 Payment Terms : 45 NET</p> <p>1.2 Taxes : NIL for SEZ location</p> <p>1.3 Completion Period: within 1 week</p> <p>1.4 Scope of work:</p> <p>a. Verifying the CUCM configuration as per Cisco standards and Quest requirements - INR 90,000</p> <p>b. Configuration of CUCM based on Outcomes of verifications. - INR 40,000</p> <p>c. Integration of CUCM and Expressway server for Hybrid call aware service - INR 90,000</p> <p>d. Integration of webex team for multi-domain login - INR 40,000</p> <p>2. Please ensure that all the document and Invoice reflects our PO no and date.</p> <p>3. If any of the Service/Deliverables found defective or do not conform to this order, Supplier/Service Provider agree to correct such same as applicable, at their own expense.</p> <p>4. All the Terms and Conditions / Fees / Description of the deliverables agreed, remain FIRM as per the Proposal, AMC contract and the Order till the completion of the project. No variation on any other account, whatsoever, shall be entertained.</p> <p>5. All Software license file/downloadable link to be delivered only to the following e-mail ID : Software.Licensing@quest-global.com</p> <p>6. In case of delay in payment, please forward your queries to :- payables@quest-global.com</p> <p>7. Invoice copy to be scanned and send to :- invoiceprocessing@quest-global.com</p> <p>8. Order Acknowledgement to be done within 3 days of the PO issue else we will consider that the PO is been accepted with all Terms & Conditions</p> <p>9. All changes and/ or amendment to the order must be in writing.</p> <p>10. Tax Deducted at Source (TDS) amount will be deducted from the Invoice amount, as applicable.</p>												

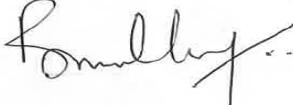
Registered & Business Office:

QuEST Global Engineering Services Private Limited

NO 102, 4TH MAIN,BHARATH HBCS LAYOUT, BANGALORE-560076, India Ph :080-67090000, Fax : 080-67093200

TAN No : BLRQ00480E, PAN No : AAACQ3563F

11. Any Statutory deductions (including Withholding Tax) will be deducted on the Invoice Value as applicable
 12. Supplier / Service Provider is responsible for compliance with all the applicable law GST and other statutory requirements wherever applicable.
 13. It is Supplier responsibility to ensure GSTLevied/Collected from Buyer is Reported to tax authorities in timely manner and within due dates.If buyer is not able to avail GSTcredit on account of non or incorrect reporting by Supplier, buyer reserves right to deduct GST amount before the payment is released or against future payments.
 14. Supplier / Service Provider is not entitled to assign its obligation and rights under this order to a third party, without prior written approval from QuEST.
 15. All exceptions to these terms and conditions, if any, shall be made in writing at the time of Acknowledgement, QuEST shall have the right to accept or reject any such exceptions in its sole discretion.
 16. The attached General Terms and conditions shall be treated as part of this PO

Order Acknowledgement by Supplier		For and on behalf of QuEST Global Engineering Services Private Limited	
Signature & Company Seal		Signature	
Name			
Designation			Authorised Signatory

1. Acceptance – Order of Precedence - Modification

This Purchase Order is for the purchase of goods, services, or goods and services described on the face of this document (collectively, "Goods") and is issued by the member of the QuEST Global group of companies identified on the face of this document (hereinafter referred to as "QuEST Global" which includes its holding company, affiliates, subsidiaries, group companies and permitted assigns). This Purchase Order is deemed accepted upon the earlier of the return of the acknowledgment copy of this Purchase Order or the commencement of performance by Supplier. QuEST Global rejects any additional or inconsistent terms and conditions offered by Supplier at any time, whether or not such terms or conditions materially alter this Purchase Order and irrespective of QuEST Global's acceptance of or payment for Supplier's Goods. Any reference to Supplier's quotation, bid or proposal will not be deemed acceptance of any term, condition, or instruction contained in that document. No course of prior dealing or usage of the trade will be used to modify, supplement or explain any term herein. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of this Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, with respect to the subject matter of this Purchase Order. All contract documents related to this Purchase Order are to be interpreted together as one agreement. However, if there is an irreconcilable conflict among the provisions of those contract documents, the following order of precedence applies: a) any consignment agreement; then b) any supply agreement; then c) any contract for labor services; then d) the face of this Purchase Order and any supplemental terms included or incorporated by reference; then e) these general Purchase Order provisions; and finally f) other contract documents agreed to in writing by the parties. No change to or modification of this Purchase Order will be binding upon QuEST Global unless in writing, specifically identifying that it is amending this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of QuEST Global. If Supplier becomes aware of any ambiguities, issues or discrepancies between this Purchase Order and any specification, design or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to QuEST Global for resolution.

2. Delivery, Shipment and Packaging

2.1. Supplier will deliver Goods in accordance with the quantities and date(s) specified on this Purchase Order or the Purchase Order schedule releases. If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by QuEST Global. Unless otherwise directed, all Goods shipped in one day from and to a single location must be consolidated on one bill of lading or air waybill, as appropriate.

2.2. Supplier will, at its expense, deliver Goods by the most expeditious shipping method if the delivery schedule is endangered for any reason other than QuEST Global's fault. If Goods are delinquent to QuEST Global's requirements, Supplier will grant QuEST Global first priority for Goods allocation and shipment. QuEST Global reserves the right to reject, at no expense to QuEST Global, all or any part of any delivery that varies from the quantity authorized by QuEST Global for shipment. Supplier will not make any substitutions without QuEST Global's prior written approval. All items will be packaged in accordance with QuEST Global's instructions or, if none are specified, in accordance with good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. QuEST Global will not be liable for any discharge, spill or other environmental incident (including clean-up costs) involving any Goods shipped under the Purchase Order until received by QuEST Global. All containers will be properly marked for identification per the instructions on QuEST Global's Purchase Order and contain a packing slip that details, at a minimum, the QuEST Global Purchase Order number(s), product part number, detailed product description, total number of boxes in shipment, quantity of product shipped, and final delivery address. Items shipped in advance of QuEST Global's delivery schedule may be returned at Supplier's expense. For domestic shipments, if requested by QuEST Global, and for all international shipments, Supplier will give notice of shipment to QuEST Global when the Goods are delivered to a carrier for transportation. The Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills.

2.3. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legibly, indelibly, and permanently as the nature of the article or container permits.

2.4. Supplier will provide QuEST Global with (a) the Harmonized Tariff Schedule number, country of origin information or certificates, manufacturer's affidavits, applicable free trade agreement ("FTA") certificates, and any other documents or information QuEST Global may require to comply with international trade regulations or to lawfully minimize duties, taxes, and fees, and (b) FTA certificates for all Goods that qualify under one or more FTAs. Supplier will provide QuEST Global all documents, records, and other supporting information necessary to substantiate the Goods' qualification under such FTA. Supplier will exert reasonable efforts to qualify the Goods under FTAs.

2.5. Within one business day after Supplier delivers the Goods to the carrier, Supplier will send QuEST Global a complete set of shipping documents including the commercial invoice, packing list, and air waybill or three original parts of the combined through bill of lading, clean without notation, necessary to release the Goods to QuEST Global's custody.

3. Notice of Delay

Whenever anything delays or threatens to delay the timely performance of this Purchase Order, Supplier must immediately notify QuEST Global in writing of all relevant information with respect to such delay.

4. Excusable Delay (Force Majeure)

Neither party will be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence; provided, however, that any delay or failure to perform caused by the default of a sub-tier supplier of Supplier will be excused only if (a) it is beyond the control of both Supplier and its subtier supplier(s) and without the fault or negligence of any of them, and (b) the Goods to be furnished cannot be obtained from other sources in sufficient time to permit Supplier to meet the delivery schedule. Supplier's ability to sell Goods at a more advantageous price or Supplier's economic hardship in buying materials or processing necessary for manufacture of the Goods will not constitute an excusable delay event. The party affected by an excusable delay will promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the excusable delay, and will use its best efforts to remedy the delay if it is capable of being remedied. If Supplier's delivery is delayed, QuEST Global may, at QuEST Global's sole option, cancel deliveries that had been scheduled during the excusable delay period or elect to extend the period of performance commensurate with the period of delay caused by the excusable delay. If an excusable delay occurs that affects delivery of Goods to QuEST Global, Supplier will allocate its available supply of Goods in a manner that assures QuEST Global of at least the same proportion of Supplier's total output of Goods as was allocated to QuEST Global prior to the excusable delay event. If delivery of any Goods is delayed for more than 30 days, QuEST Global may, without liability, cancel all or any part of this Purchase Order.

5. Performance Assurance Plan

If QuEST Global, in its sole discretion, determines there is a significant risk that Supplier will fail to meet its performance or delivery requirements under this Purchase Order, QuEST Global may require Supplier to perform under a QuEST Global Performance Assurance Plan. The Performance Assurance Plan may include specific reporting and performance requirements reasonably tailored to ensure Supplier's adequate performance under identified provisions of this Purchase Order. Any failure by Supplier to satisfy the terms of the Performance Assurance Plan is a material breach of this Purchase Order.

6. Shipping Terms, Title and Risk of Loss

6.1. If the Goods will be transported from Supplier's location in the U.S. to QuEST Global's location in the U.S., unless otherwise specified on the face of this Purchase Order or in a separate agreement, the F. O. B. point is QuEST Global's location. When the F. O. B. point is Supplier's location, Supplier bears all risk of loss or damage to the Goods and title passes to QuEST Global upon delivery of the Goods to the carrier designated or approved by QuEST Global. When the F. O. B. point is QuEST Global's location, Supplier bears all risk of loss or damage to the Goods and title passes to QuEST Global upon delivery of the Goods at QuEST Global's location.

6.2. In all other cases, unless otherwise specified on the face of the Purchase Order or in a separate agreement, Supplier will deliver the Goods DDU (Incoterms 2000) at QuEST Global's location. Title to Goods passes to QuEST Global upon receipt at QuEST Global's location.

6.3. The foregoing does not relieve Supplier of any responsibility for hidden damages discovered after acceptance of the Goods. Notwithstanding 6.1 and 6.2 above, title and risk of loss to Goods subject to a consignment stock agreement pass upon release of the Goods from the consignment stock. QuEST Global may direct Supplier to ship the Goods to QuEST Global or to any third party designated by QuEST Global.

7. Import/Customs Compliance

Supplier assumes all responsibility and liability for any shipments covered by this Purchase Order requiring any government import clearance. If government authorities declare or otherwise impose countervailing duties, antidumping duties, or retaliatory duties on the Goods imported under this Purchase Order, QuEST Global reserves the right to terminate this Purchase Order in accordance with the Termination provisions of this Purchase Order. Supplier will be debited for any duties, fees, or freight incurred by QuEST Global due to Supplier's failure to comply with the terms and conditions of this Purchase Order.

8. Drawback

All drawback of duties, and rights thereto, related to duties paid by Supplier or QuEST Global upon importation of the Goods or any materials or components that enter into the manufacture of the Goods will accrue to the exclusive benefit of QuEST Global. Such duty drawback rights include rights developed by substitution and duty drawback rights obtained from sub-tier suppliers related to the Goods. Supplier will provide QuEST Global with all documents, records, and other supporting information necessary to obtain any duty drawback, and will reasonably cooperate with QuEST Global to obtain payment.

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9. Offset

Supplier will assist QuEST Global in obtaining credit from Supplier's government for the value of relevant Goods purchased hereunder to meet any present or future contractual offer or industrial benefit requirements imposed upon QuEST Global or its subsidiaries or affiliates. Such assistance includes, but is not limited to, providing upon QuEST Global's request evidence of the existence, value, content and other pertinent information relating to such purchases.

QuEST Global reserves the right to claim these credits for itself or third parties.

10. QuEST Global-Supplied Materials, Tooling, Equipment and

Technical Data

10.1. Title to any material, tooling, equipment or technical data that QuEST Global pays for or provides to Supplier, including replacements thereof ("QuEST Global Property"), will remain or vest with QuEST Global. Supplier will conspicuously label QuEST Global Property as such, maintain it in good condition, keep written records of the QuEST Global Property in its possession and the location of such property, not allow any liens to be placed upon it, and not change its location without prior written approval from QuEST Global. Supplier is responsible for inspecting and determining that the QuEST Global Property is in useable and acceptable condition.

10.2. Supplier will use QuEST Global Property exclusively for the performance of QuEST Global Purchase Orders unless otherwise authorized in writing by QuEST Global's procurement representative. QuEST Global Property is intended for use at the Supplier's site only or as otherwise authorized in writing by QuEST Global's procurement representative and, to the extent applicable, is subject to U.S. and other government export or re-export requirements. Supplier is responsible for any loss, damage, or destruction of QuEST Global Property and any loss, damage or destruction of any third party property resulting from Supplier's negligent use of QuEST Global Property. Supplier will not include the cost of any insurance for QuEST Global Property in the prices charged under this Purchase Order. Supplier will return QuEST Global Property or dispose of it at QuEST Global's sole option in accordance with QuEST Global's written directions. QuEST Global makes no representations and disclaims all warranties (express or implied) with respect to QuEST Global Property.

11. Price

Supplier will furnish the Goods at the prices stated on the face of this Purchase Order. If prices are not stated on the face of this Purchase Order, Supplier will offer its lowest prices subject to written acceptance by QuEST Global. Unless otherwise provided on the face of this Purchase Order, the prices include all packaging and freight to the specified delivery point; applicable taxes and other government charges including, but not limited to, all sales, use or excise taxes; and all customs duties, fees or charges. To the extent that value added tax (or any equivalent tax) is properly chargeable on the supply to QuEST Global of any Goods, QuEST Global shall pay such tax as an addition to payments otherwise due Supplier under this Purchase Order, provided that Supplier provides to QuEST Global a value added tax (or equivalent tax) invoice.

12. Price: Most Favored Customer and Meet or Release

Supplier warrants that the prices charged for the Goods delivered under this Purchase Order are the lowest prices charged by Supplier to any of its external customers for similar volumes of similar Goods. If Supplier charges any external customer a lower price for a similar volume of similar Goods, Supplier must notify QuEST Global and apply that price to all Goods ordered under this Purchase Order. If at any time prior to full performance of this Purchase Order QuEST Global notifies Supplier in writing that QuEST Global has received a written offer from another supplier for Goods similar to those to be provided under this Purchase Order at a price lower than the price set forth in this Purchase Order, Supplier is obligated to immediately meet the lower price for any undelivered Goods. If Supplier fails to meet the lower price QuEST Global, at its option, may terminate the balance of this Purchase Order without liability.

13. Spare Parts Pricing

During the term Goods are supplied hereunder and for a period of 15 years after QuEST Global has completed the last purchase of Goods, Supplier will supply all of QuEST Global's service and replacement parts for the Goods at the last valid price plus any actual cost differential for manufacturing and packaging, such cost differential to be negotiated but in no case to exceed 20 percent (20%) of the last production price paid by QuEST Global.

14. Invoicing and Payment

After each shipment made or service provided, Supplier will submit an invoice listing a description of the Goods provided and, as applicable, part numbers, quantity, unit of measure, hours, and the unit and total prices. Any incidental charges such as royalties, selling commissions, non-recurring engineering, or other incidental charges must be separately itemized and identified on the invoice. The invoice must also include the following information in English language: (a) name and address of Supplier and the complete name of QuEST Global entity purchasing the Goods; (b) name of shipper (if different from Supplier); (c) QuEST Global's Purchase Order number(s); (d) country of export; (e) detailed description of the Goods; (f) Harmonized Tariff Schedule number; (g) country of origin (manufacture) of the Goods, or if multiple countries of origin, the country of origin of each part shipped; (h) weights of the Goods shipped; (i) currency in which the sale was made; (j) payment terms; (k) shipment terms used; and (l) all rebates or discounts. The invoice will be accompanied (if applicable) by a signed bill of lading or express receipt evidencing shipment. Payment of an invoice does not constitute acceptance of the Goods and is subject to appropriate adjustment should Supplier fail to meet the requirements of this Purchase Order. Payment terms are net 120 days from receipt of invoice and conforming Goods unless otherwise stated on the face of this Purchase Order or other written agreement executed by both parties. Payment will be scheduled for the first payment cycle following the net terms for the Purchase Order.

15. Setoff

QuEST Global may deduct any amount owing from Supplier to QuEST Global as a setoff against any amount due or owing to Supplier under this Purchase Order.

16. Quality Assurance

Supplier agrees to the following requirements:

16.1 To implement and sustain a quality system that conforms to the requirements set forth in the latest revision of the QuEST Global Supplier Quality Manual.

16.2 To participate in and accept the terms of QuEST Global's Cost of Poor Quality Program (COPQ) and any subsequent changes to the COPQ Program or any similar program instituted by QuEST Global. The specifics of the COPQ Program differ according to QuEST Global's purchasing location practices and will be provided to Supplier upon request.

16.3 As per QuEST Global request Supplier shall allow QuEST Global and its customer unrestricted access during normal business hours, to make reasonable inspections and review records in the facilities where the Supplier and its sub tier suppliers manufacture or process the Goods. Regulatory Authorities shall have the right for such inspection as per applicable Laws and Legal procedure.

17. Inspection

17.1. All Goods may be inspected and tested by QuEST Global; its customers; higher tier contractors; and end user at all reasonable times and places. If such inspection or testing is made on Supplier's premises, Supplier will provide, without additional charge, all reasonable facilities and assistance required for such inspections and tests. In its standard inspection and testing of the Goods, Supplier will use an inspection system accepted by QuEST Global in writing. All inspection records, including sub-tier supplier records relating to the Goods, will be maintained and made available to QuEST Global during the performance of this Purchase Order, and for such longer periods as may be specified by QuEST Global.

17.2. Notwithstanding any prior inspection at Supplier's premises, the manner and place of final inspection and acceptance by QuEST Global will be as determined by QuEST Global in its sole discretion. QuEST Global may inspect 100% or a sample of Goods, at QuEST Global's option, and may reject all or any portion of the Goods or lot of Goods if QuEST Global determines them to be defective or nonconforming. If QuEST Global performs any inspection (other than the standard inspection) due to discovery of defective or nonconforming Goods, any additional inspection costs will be paid by Supplier. No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent defects, fraud, or negligence. If the Goods are defective or otherwise not in conformity with the requirements of this Purchase Order, QuEST Global may, by written notice to Supplier: (a) rescind this Purchase Order as to such Goods; (b) accept such Goods at an equitable reduction in price; or (c) reject such Goods and require the delivery of replacements. Delivery of replacements will be accompanied by a written notice specifying that such Goods are replacements. If Supplier fails to deliver required replacements promptly, QuEST Global may correct any retained defective or nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or terminate this Purchase Order for cause.

18. Warranty

18.1. Supplier warrants to QuEST Global, its successors, assigns, customers and end users that, upon delivery, and during the entire Warranty Period specified below, all Goods furnished (including all replacement or corrected Goods or components which Supplier furnishes pursuant to this warranty) will (a) be free from defects in material, workmanship, and design, even if the design has been approved by QuEST Global, (b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by QuEST Global, (c) be merchantable, (d) be fit for the intended purposes to the extent the Goods are not of a detailed design furnished by QuEST Global and operate as intended, (e) comply with all applicable national and local laws, (f) be free and clear of any and all liens, restrictions, reservations, security interests or encumbrances, and (g) not infringe any patent, published patent application, or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information. Services will be performed in accordance with the highest standards in the industry. The Warranty Period will be for a

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period of 36 months from the date of delivery to the end user or such longer period of time as may have been accepted by QuEST Global from QuEST Global's customer or the date on which any longer or broader government requirement covering the Goods ends. These warranties will survive any delivery, inspection, acceptance or payment by QuEST Global for the entire Warranty Period. Claims for breach of warranty do not accrue until discovery of noncompliance, even if the Goods were previously inspected. The warranties provided are cumulative and in addition to any warranty provided by law or equity. Any applicable statute of limitations runs from the date of discovery. Goods that meet the preceding standards are collectively called "conforming Goods." If conforming Goods are not furnished within the time specified by QuEST Global then QuEST Global may, at its election and in addition to any other rights or remedies it may have at law or in equity, have the nonconforming Goods repaired, replaced or corrected at Supplier's expense. In addition to the costs of repairing, replacing or correcting nonconforming Goods, Supplier is responsible for all related costs, expenses and damages including, but not limited to, the costs of removal, disassembly, failure analysis, fault isolation, reinstallation, re-inspection and retrofit of the nonconforming Goods or of QuEST Global's affected end-product; all freight charges; all customer charges; and all corrective action costs (i.e., costs of additional inspection or quality control systems). Unless setoff by QuEST Global, Supplier will reimburse QuEST Global for all such costs upon receipt of QuEST Global's invoice.

18.2. Supplier accepts that warranty can be calculated using statistical methods based upon representative samples as utilized by QuEST Global in its reasonable discretion.

18.3. These warranties, and all other warranties, express or implied, survive delivery, inspection, acceptance and payment.

19. Recall

Supplier is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Goods or any products containing or incorporating such Goods including, but not limited to, recalls by a customer, regulatory agency or in accordance with applicable laws or regulations. Supplier will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by QuEST Global or its customer in relation to Supplier's Goods as QuEST Global may so direct. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This Article will survive any termination or expiration of this Purchase Order and apply for at least the same duration as QuEST Global's obligation to its customer(s).

20. Changes

QuEST Global may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized QuEST Global procurement representatives may issue changes to the Purchase Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment for reasonable costs will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim for adjustment under this provision may, at QuEST Global's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to QuEST Global within 30 days from the date of the receipt by Supplier of the QuEST Global-directed change to the Purchase Order. If the cost of property made obsolete or excess as a result of a change is paid by QuEST Global, QuEST Global may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

21. Design and Process Changes

Supplier will make no changes to the design, materials, manufacturing location, or processes specified in this Purchase Order or documents referenced therein, or if none, those in place at time of issuance of this Purchase Order, without the advance written approval of QuEST Global's procurement representative. Changes to a process include, but are not limited to, changes to the production process, changes in manufacturing equipment, or changes between a manual and automated process. This requirement applies whether or not there is a cost impact associated with the change and regardless of the type of change, including product improvements.

22. Stop Work

QuEST Global may, at any time by written notice and at no cost, require Supplier to stop all or any part of the work under this Purchase Order for a period of up to 120 days (Stop Work Order), and for any further period as Supplier and QuEST Global may agree. Immediately upon receipt of a Stop Work Order, Supplier will comply with its terms. At any time during the stop work period, QuEST Global may, in whole or in part, either cancel the Stop Work Order or terminate the work in accordance with the Termination section of this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must resume work.

23. Termination

23.1. The non-breaching party may terminate this Purchase Order if the other party commits a material breach and fails to remedy the breach within 30 calendar days following receipt of written notice specifying the grounds for the breach. A material breach includes, but is not limited to, failure to deliver, late delivery or delivery of nonconforming Goods. The solvent party may terminate this Purchase Order upon written notice if the other party becomes insolvent or if any petition is filed or proceedings commenced by or against that party relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Termination of Supplier by QuEST Global under this Article will entitle QuEST Global to all damages and remedies available at law or equity. Additionally, Supplier grants to QuEST Global a fully paid up, nonexclusive, irrevocable license to Supplier's Intellectual Property rights embodied or used in the Goods for QuEST Global to make, have made, and sell Goods using such Intellectual Property rights to fulfill QuEST Global's obligations to QuEST Global's customer(s).

23.2. Notwithstanding any firm time period or quantity, QuEST Global may terminate this Purchase Order in whole or in part at any time with or without cause with respect to undelivered Goods or unperformed services upon 10 days' prior written notice.

23.3. If QuEST Global terminates this Purchase Order under either 23.1 or 23.2 above, QuEST Global's sole liability to Supplier, and Supplier's sole and exclusive remedy, is payment for Goods received and accepted by QuEST Global prior to the date of termination, payment for which can be set off against any damages to QuEST Global. Upon termination, QuEST Global may require Supplier to transfer title and deliver to QuEST Global any completed Goods and QuEST Global will pay the Purchase Order price for such Goods subject to set off against any damages to QuEST Global. QuEST Global may also require Supplier to transfer title and deliver to QuEST Global any or all property produced or procured by Supplier for performance of this Purchase Order and Supplier will be credited with the reasonable value thereof not to exceed Supplier's actual cost or the Purchase Order value, whichever is less.

23.4. To the extent that any portion of this Purchase Order is not terminated pursuant to 23.1 or 23.2 above, Supplier will continue performance of that portion.

24. General Indemnification

Supplier will, at its expense, defend, indemnify and hold harmless QuEST Global and its subsidiaries, affiliates and agents, and their respective officers, directors, shareholders, and employees, and QuEST Global's customers (collectively "Indemnitees") from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded of an Indemnitee arising out of, resulting from or occurring in connection with Supplier's negligence, willful misconduct, or breach of the terms of this Purchase Order. Prior to service or filing of any significant pleading, motion, brief, discovery response or other document on behalf of QuEST Global, Supplier will provide such documents to QuEST Global for review and approval, which will not be unreasonably withheld. In no event will Supplier enter into any settlement without QuEST Global's prior written consent, which will not be unreasonably withheld.

25. Intellectual Property Indemnification

With respect to the Goods provided hereunder, Supplier will, at its expense, indemnify and hold harmless Indemnitees from and against any and all loss, cost, expense, damage, claim, demand or liability, including reasonable attorney and professional fees and costs and the cost of settlement, compromise, judgment or verdict incurred by or demanded from Indemnitees arising out of, resulting from, or occurring in connection with any alleged: (a) patent, copyright or trademark infringement; (b) unlawful disclosure, use or misappropriation of a trade secret; or (c) violation of any other third party intellectual property right, and from expenses incurred by Indemnitees in defense of such suit, claim or proceeding. Supplier will have the right to conduct the defense of any such claim or action and, consistent with Indemnitees' rights hereunder, all negotiations for its settlement; provided, however, in no event will Supplier enter into any settlement without QuEST Global's prior written consent, which will not be unreasonably withheld. Indemnitee may participate in such defense or negotiations to protect its interests. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for Indemnitee either the right to continue to make, use, offer to sell, sell or import the Goods or replace or modify the Goods to make them non infringing.

26. Insurance

Supplier will maintain insurance with a carrier rated a minimum AM Best rated "A", shall effect and maintain at its own cost, all applicable insurances as required by law and to cover SUPPLIER's responsibilities and liabilities under the PURCHASE ORDER. Nothing contained herein shall serve in any way to limit or waive SUPPLIER's responsibilities or liabilities under the PURCHASE ORDER.

27. Confidentiality and Intellectual Property

27.1. All information, including without limitation specifications, samples, drawings, materials, know how, designs, processes and other technical, business or financial information, that: (a) has been or will be supplied to Supplier hereunder by or on behalf of QuEST Global; or (b) Supplier will design, develop or create in connection with this Purchase Order; both as to individual items and/or a combination of components and whether or not completed and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of QuEST Global. All of the

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foregoing Confidential Information is deemed to be work made for hire and made in the course of services rendered and all rights thereto belong exclusively to QuEST Global, with QuEST Global having the sole right to obtain, hold and renew, in its own name or for its own benefit, patents, copyrights, registrations or other appropriate protection. To the extent that exclusive title or ownership rights in such Confidential Information may not originally vest in QuEST Global as contemplated hereunder, Supplier irrevocably assigns transfers and conveys to QuEST Global all right, title and interest therein.

27.2. QuEST Global's Confidential Information will remain the property of QuEST Global, may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to QuEST Global upon the earlier of QuEST Global's written request or completion of this Purchase Order. If, with QuEST Global's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to QuEST Global for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of QuEST Global's purchase of Goods hereunder, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

28. Audit

28.1. Supplier will maintain suitably detailed records as may be necessary to adequately reflect Supplier's compliance with the terms of this Purchase Order. Supplier will permit QuEST Global's auditors to have access at all reasonable times to Supplier's books and other pertinent records and Supplier will require each of its sub-tier suppliers to do likewise with respect to their books and records. Supplier and each subtier supplier will also furnish other information as may be needed by QuEST Global's representatives in auditing compliance.

28.2. QuEST Global may perform audits up to two years following completion of this Purchase Order. If, as a result of an audit, any invoice submitted by Supplier is found to be in error, an appropriate adjustment will be made to the invoice or the next succeeding invoice following the discovery of the error and will be paid promptly by Supplier or QuEST Global, as the case may be. Supplier will promptly correct any other Supplier deficiencies discovered as a result of the audit.

29. Assignment and Subcontracting

Supplier will not assign this Purchase Order or any rights or obligations hereunder or subcontract all or any material aspect of the work called for hereunder without the prior written approval of QuEST Global. Any assignment without QuEST Global's written approval will be voidable at the option of QuEST Global. QuEST Global may assign this Purchase Order or any of its rights or obligations hereunder to any of its subsidiaries or affiliates, or to any purchaser or successor to all or substantially all of the assets of the business or product line to which this Purchase Order relates without Supplier's consent and upon written notice to Supplier.

30. Relationship of Parties/Independent Contractor

Nothing in this Purchase Order will be construed to place Supplier and QuEST Global in an agency, employment, franchise, joint venture or partnership relationship. Neither party has the authority to obligate or bind the other in any manner, and nothing contained in this Purchase Order will give rise or is intended to give rise to rights of any kind to any third parties. Neither party will make any representation to the contrary. The parties agree that Supplier will perform its obligations under this Purchase Order as an independent contractor. Supplier retains the right to exercise full control of, supervision over and responsibility for Supplier's performance hereunder, including the employment, direction, compensation and discharge of Supplier's personnel, as well as compliance with workers' compensation, unemployment, disability insurance, social security, withholding and all other laws, rules, codes, regulations and ordinances governing such matters.

31. Compliance with Laws and Integrity

31.1. Supplier will comply with all applicable national, state and local laws, regulations and ordinances and QuEST Code of Conduct in performing this Purchase Order. In addition, and to the extent Buyer and its suppliers are required to comply with codes of conduct of Buyer's customers ("Customer Codes"), Supplier will also comply with these Customer Codes. Supplier will maintain an integrity and compliance program acceptable to QuEST Global and its customers and effective in preventing and correcting ethical violations and in maintaining compliance with laws.

31.2. Supplier warrants that all representations and certifications furnished by Supplier as required by law or regulation in connection with this order are accurate, current and complete as of the effective date of this order, and that to Supplier's knowledge no person has been paid a kickback or illegal gratuity in connection with this order. Supplier agrees to indemnify and hold QuEST Global and its customers harmless for any loss, damage or expenses sustained because any certification or representation herein or required by law or regulation made by Supplier was inaccurate, non-current or incomplete or due to Supplier's non-compliance with any applicable law or regulation.

31.3. Supplier agrees to provide QuEST Global, within five (5) business days of QuEST Global's request, written certification stating the extent of Supplier's compliance with the above, including applicable laws or regulations newly coming into effect during the performance of the order.

31.5. If this order is issued under a U.S. Government contract or subcontract the provisions set forth in QuEST Global's form entitled "Government Contract Requirements" are incorporated herein by reference as though fully set forth.

31.6. Supplier agrees to comply with any End of Life Vehicle (ELV) laws or regulations or QuEST Global or its customers' requirements related to eliminating or controlling restricted substances in the Goods including, but not limited to, compliance with the Global Automotive Declarable Substance List (GADSL) requirements and data entry of materials in Supplier's Goods into the International Material Database System (IMDS). Information on GADSL may be obtained at <http://www.gadsl.org>.

32. Applicable Law and Forum

32.1. If QuEST Global is a legal entity formed in the United States, then the construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Ohio, U.S.A. without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the courts of Ohio and subject to Arbitration.

32.2. If QuEST Global is a legal entity formed in the United Kingdom, then the construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the England and Wales without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.

32.3. If QuEST Global is a legal entity formed in the Singapore, then the construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of Singapore, without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to arbitration in accordance with the rules of the Singapore International Arbitration Centre.

32.4. If QuEST Global is a legal entity formed in Australia, then the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of New South Wales without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the Courts of New South Wales in the city of Sydney.

32.5. If both parties are legal entities formed in The People's Republic of China, then the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of The People's Republic of China without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties through consultations shall be subject to binding arbitration in accordance with the rules of the China International Economic Trade Arbitration Commission (CIETAC). In any arbitration there shall be three (3) arbitrators. Each Party shall select and appoint one (1) arbitrator within thirty (30) days after the date of a request for arbitration. The third arbitrator shall be jointly selected and appointed by the Parties. If the Parties fail to select and appoint the third arbitrator, the Chairman of CIETAC shall select the third arbitrator. If a Party does not select and appoint an arbitrator within thirty (30) days after the selection and appointment of the first arbitrator, the relevant selection and appointment shall be made by the Chairman of CIETAC. The place of arbitration shall be Shanghai. Either party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrators' determination of the merits of the controversy. If the Supplier is not a legal entity formed in The People's Republic of China, then the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of Singapore without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to arbitration in accordance with the rules of the Singapore International Arbitration Centre.

32.6. If both parties are legal entities formed in Japan, then the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of Japan without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to the exclusive jurisdiction of the Courts of Tokyo.

32.7. If QuEST Global is a legal entity formed in Japan and the Supplier is not a legal entity formed in Japan, then the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of Singapore without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of

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1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to binding arbitration in accordance with the rules of the Singapore International Arbitration Centre. Either party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that part, pending the arbitrators' determination of the merits of the controversy.

32.8. If both parties are legal entities formed in the Republic of Korea, then the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of the Republic of Korea without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to binding arbitration in accordance with the rules of the Korean Commercial Arbitration Board. The place of arbitration shall be Seoul. Either party may apply to the arbitrators seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that part, pending the arbitrators' determination of the merits of the controversy. If the Supplier is not a legal entity formed in Korea, then the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of Singapore without regard to or application of its principles or laws regarding conflicts of laws, and excluding the United Nations Convention on the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute not resolved by the parties shall be subject to binding arbitration in Singapore in accordance with the rules of the Singapore International Arbitration Centre.

32.9. If QuEST Global is a legal entity formed in India, then the construction, interpretation, and performance hereof and all transactions hereunder shall be governed by the laws of India without regard to or application of its principles or laws regarding conflicts of laws, and excluding the UN Convention on Contracts for the International Sale of Goods of 1980 (and any amendments or successors thereto). Any dispute arising out of or relating to this Agreement, including the breach, termination or validity thereof, will be finally resolved by a panel of three arbitrators in accordance with the Indian Arbitration Act, 1956. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of arbitration will be Bangalore, Karnataka, India. The language of the arbitration will be English.

33. Remedies

All QuEST Global remedies set forth in this Purchase Order are in addition to, and will in no way limit, any other rights and remedies that may be available to QuEST Global at law or in equity.

34. Notices

All Notices relating to this Purchase Order must be in writing. Notices to the parties will be sent to QuEST Global Engineering Services Private Ltd , PRIMROSE7B, Embassy Tech Village, Sarjapura – Marathahalli Outer Ring Road, Devarabeesana Halli, Varthur Hobli, Bangalore – 560103, India. Ph: +91- 80-670 90000. Notices must be delivered personally; or delivered by recognized overnight courier; or mailed certified first class mail, postage prepaid; or sent by facsimile transmission to the facsimile number provided by QuEST Global or Supplier respectively. Any Notice will be deemed given on the date delivered if delivered personally; three business days after being placed in the mail as specified; or upon confirmation receipt that it was transmitted satisfactorily if transmitted by facsimile or electronic transmission.

35. Publicity

Any news release, public announcement, advertisement, publicity or any other disclosure concerning this Purchase Order to any third party except as may be necessary to comply with other obligations stated in this Purchase Order requires prior written approval of QuEST Global.

36. Headings and Captions

Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order.

37. Waiver

The failure of either party to enforce at any time any of the provisions of this Purchase Order will not be construed to be a continuing waiver of any provisions hereunder, nor will any such failure prejudice the right of such party to take any action in the future to enforce any provisions hereunder.

38. Severability

If any provision of this Purchase Order is held to be illegal, invalid, or unenforceable by applicable law, that provision will be severed from this Purchase Order; the remaining provisions will remain in full force and effect; and a similar legal, valid and enforceable provision will be substituted in lieu of the severed provision.

39. Supply Chain Security

Supplier will implement the Business Partner Criteria of any Supply Chain Security Program that the country of import for the Goods may adopt such as the U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) or the Canadian Partners in Protection (PIP) Program.

40. Survival

All provisions of this Purchase Order which by their nature should apply beyond its term will remain in force after any termination or expiration of this Purchase Order including, but not limited to, those addressing the following subjects: Import/Customs Compliance, Price, Price: Most Favored Customer and Meet or Release, Spare Parts Pricing, Invoicing and Payment, Setoff, Warranty, Recall, General Indemnification, Intellectual Property Indemnification, Insurance, Confidentiality and Intellectual Property, Audit, Applicable Law and Forum, Publicity, and Survival.

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