

PURCHASE ORDER

Supplier No. 1171749 Supplier Connectivity Solutions #1877,31st Cross, 10th Main , Banashankari 2nd stage, Banga BANGALORE, Karnataka 560070 India	Purchase Order STANDARD PO.Number 1401139555 Revision 0 Page 1 of 2 Date of Issue 25-APR-17 Revision Date Contact Narpat Singh Phone Email narpat.singh@genpact.com
Contact Phone Email	
Deliver To Mahendra world city Jaipur Ltd. Village-kalwar, Sanganer Jaipur, India Contact Bhushan, Bharat Phone Email bharat.bhushan3@genpact.com Freight Terms Shipping Terms Ship Via	Invoice To Mahendra world city Jaipur Ltd. Village-kalwar, Sanganer Jaipur Rajasthan - India Send Invoice for Payment to Genpact Centralized Scanning Center C/O Recall India Information Management Pvt. Ltd Plot No 2G, Ecotech III, Udyog Kender, Near India Steel, Greater Noida - 201308, U.P., INDIA Contact Number: 9711629561 Invoice Terms 45 Days from Invoice Date

Please acknowledge the receipt and acceptance of this purchase order and register this purchase order as per items described below and as per conditions below and given overleaf.

The Purchase Order / Release Number must appear on Invoices, all packages / documents and correspondence relative to this Order.

-Please direct all your communications/queries related to payments to GENPACT vendor payments helpdesk email id: helpdesk.payments@genpact.com

-Please sign the acknowledgement copy of this Purchase Order and sent back within 7 days.

-Invoices and challan's to be sent along with the consignment in triplicate.

- Original Invoices for payments to be sent to Accounts Payable on the billing address mentioned above. In case of material supplied, kindly attach the original MRN issued at the security gate / stores along with delivery challan, while in case of services delivered; please attach user confirmation on service completion along with Original Invoice

Please raise and submit the correct invoice as per the terms, within 7 days of completing the service or delivering the material, to GENPACT Account Payables. Invoices must be raised in the name of respective ordering entity of GENPACT as mentioned in the purchase order. Any correction needed in the invoice will require a re-submission and the payment terms shall stand revised accordingly.

Genpact shall not consider any invoices, unless submitted within 60 days of work (material or service) provided to GENPACT

Genpact/Above mentioned Entity will not Issue any Form C. This is a system generated PO and does not require any signature. Taxes & Shipping Charges will be paid as per invoice actual amounts.

Contractor/Seller to note that Genpact India Pvt. Ltd. has received a Letter of Approval from the Development Commissioner, under section 15(9) of the SEZ Act, 2005 to set up a SEZ Unit at above mentioned address bearing Letter of Approval (LoA) # Letter of Approval (LoA) # 10/106/2011-SEZ/7774 Dated 29-Sep-2011. Accordingly, in terms of section 26(1) of the SEZ Act, 2005, Genpact India Pvt. Ltd. is exempt from payment of Central Excise Duty, Customs Duty (including that on goods supplied by the overseas vendors or sold by the Vendors/Suppliers on "High Sea Sales Basis"), Service Tax and Central Sales Tax under Central Sales Tax Act 1956 read with the relevant Statute/Rules/Notifications/Circulars and Value Added Tax as applicable with respective state tax act/circulars. Genpact India will provide the prescribed form/certificates/documents to the Supplier, wherever and as applicable, in order to enable the Supplier not to charge the above-mentioned levies/taxes.

Service Tax Registration No: AABCE4461BSD002

TIN Number-HYDERABAD : 36811290391; TIN Number-BANGALORE : Applied For; TIN Number-HARYANA : 06421843258; TIN Number-DELHI : 07787113145; TIN Number-UP : 09365725056; TIN Number-KOLKATA : Applied For

- Material on returnable basis.
- Connectivity to send the invoice on returnable basis material along with serial no. of the equipment.
- Payment post IT signoff.
- Extension of Cisco2921 Router on Rental (2 Routers) router at JPR SEZ for Suncorp 15-Aug-16 till 14-Oct-16 Old PO 122194

Total Amount:
Tax Amount:
Purchase Order Total INR

Continued
Continued
Continued

Vendor's Signature:

This order expressly limits acceptance to the terms stated on the face of this form and the terms and conditions attached hereto. Any additional or different terms, whether or not materially different, set forth in any communication from the seller are objected to and are hereby rejected.

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PURCHASE ORDER

PO.Number

1401139555

Revision

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All Prices and amounts on this order are expressed in

Indian Rupee

No	Description	Need by date	Quantity UOM	Unit Price	Amount	Tax
1	Extension of Cisco2921 Router on Rental (2 Routers) 15-Aug-16 till 14-Oct-16. Old PO # 122194	09-APR-17	2.00 Month	13000	26,000.00	0.00

Requisition No: 29083

Total Amount:	26,000.00
Tax Amount:	0.00
Purchase Order Total	26000
	INR

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Invoice Submission Guidelines

In our endeavor to process your payments on time, you are advised to follow below steps strictly.

- .Mention PO number on invoice and all other transaction documents
- .Genpact strictly follows No PO-No Payment Policy,Please ask for formal purchase order before providing Services or Goods
- .Invoices should be raised as per entity details mention in purchase order (PO)
- .Send Invoices to Accounts Payable team at Billing Address Mentioned in Purchase Order within 7 (Seven) days of providing Services and Goods

For Payment related queries/ escalations, Please connect the below:

Entity Name	Invoice Submission Contact	Invoice Status / Payment Enquiry
Genpact India Pvt. Ltd	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Headstrong Services India Pvt. Ltd	India-AccountsPayable@gempact.com	India-AccountsPayable@gempact.com
Genpact Enterprise Risk Consulting LLP	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Atyati Technologies Private Limited (India)	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Genpact India Business Processing Pvt. Ltd.	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Genpact Infrastructure (Bhubaneshwar) Pvt. Ltd.	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Genpact Infrastructure(Jaipur) Pvt. Ltd.	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Genpact Mobility Services (I) Pvt. Ltd.	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Genpact Services LLC (USA) India Branch	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
NGEN Media Services Pvt. Ltd.	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Empower Research Knowledge Services Private Limited (India)	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com
Endeavour Software Technologies Private Limited	payments.helpdesk@gempact.com	payments.helpdesk@gempact.com

Level 1 Escalation (3rd Day from Raising the Query) : ashish.khandelwal2@gempact.com

Level 2 Escalation (5th Day from Raising the Query) : prashant.jain2@gempact.com

Level 3 Escalation (6th Day from Raising the Query) : pradeep.singh5@gempact.com

Vendor's Signature:

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Conditions of Purchase

1. DEFINITIONS. "Buyer" means the company denoted as the buyer on the face of this purchase order. "Seller" means the company denoted as the seller on the face of this purchase order. "Order" means this purchase order and all referenced documents, exhibits, and attachments. "Products" means the Goods or Services covered by this Order. "Good(s)" means any goods covered by this Order. "Service(s)" means any services covered by this Order. "Specifications" means all instructions, specifications, drawings, data or other information identified in this Order and to which the Products must conform.

2. TERMS AND ACCEPTANCE OF ORDER. This Order is Buyer's offer to Seller. Acceptance of this Order is strictly limited to its terms. Buyer shall not be bound by and specifically objects to and rejects any term or condition whatsoever that is different from or in addition to the provisions of this Order, whether or not such term or condition will materially alter this Order. This Order will remain open for thirty (30) days. Buyer may withdraw this Order at any time before it becomes a contract pursuant to this Section or upon the expiration of the 30-day period, whichever comes first. This Order will become a contract: (i) when Seller's signed acknowledgment is received by Buyer; or (ii) when Seller's e-mail acknowledgment is received by Buyer; or (iii) when shipment of any Product according to the schedule in this Order is made; or (iv) when Buyer gives Seller written approval if Seller's acknowledgment of this Order contains any different term or condition from this Order. AN ATTEMPTED ACKNOWLEDGMENT OF THIS ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS ORDER IS NOT BINDING UPON BUYER UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING, AND BUYER HEREBY OBJECTS THERETO.

3. PRICE. Prices stated in this Order are not subject to increase. By accepting this Order, Seller agrees that the prices, terms and conditions of this Order are at least as favorable to Buyer as are those prices, terms and conditions given by Seller to other purchasers of the same quality and quantity of Seller's Products. If Buyer is able to purchase goods and/or services of comparable quality to the Seller's Products from another seller at a lower delivered cost than as specified in this Order, Buyer may give to Seller written notice of the same within five (5) days from the date of said notice, and if Seller does not reduce its prices of the applicable Products to an amount equal to the price offered by the other seller, Buyer may purchase said goods and/or services from such other seller and may cancel any corresponding obligation to purchase such Products from Seller under this Order. For the avoidance of doubt, Buyer is not committed to purchasing any Products from Seller except as specifically set forth in the applicable Order. All Products so purchased shall be deducted from the remaining balance of Products to be purchased by Buyer from Seller. If Seller's quoted price(s) for the Products are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts) at the time of any shipment, the price(s) to Buyer for such Products will be reduced accordingly, and Seller will invoice Buyer at such reduced prices. Unless stated otherwise in this Order, the prices in this Order do not include transportation charges, customs duties, or taxes, which charges will be separately stated on Seller's invoice.

4. INVOICE AND PAYMENT. Seller will date and send to Buyer a separate invoice for each shipment of Goods within two (2) business days following shipment. The invoice will include the original bill of lading or carrier's receipt, the Order number, and the name of the shipper. Payment due dates, including discount periods, will be calculated from the date of invoice. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice. Unless stated otherwise in this Order, payment is due within thirty (30) days following the date of the invoice. If the invoice is not correct or not issued properly by the Seller, then such payment shall be due within thirty (30) days following the date of the corrected or properly issued invoice. Payment does not constitute acceptance of the Products. Seller shall issue all invoices pursuant to this Order with, as applicable, the Product description, quantity, unit or hourly price, total order value and other line items, precisely consistent with the form of this Order. Seller shall, immediately upon receipt of this Order, present a proforma invoice to the Buyer either via email / fax or hard copy through courier at Buyer's address noted on the Order. In addition, in case of imports shipments, Seller will issue all commercial documents (i.e., airway bill or bill of lading, commercial invoice, packing list and any other documents), precisely consistent with the model invoice. Seller shall be liable for all extra overhead / expenses incurred by the Buyer on account of discrepancies between the model invoice and commercial documents. Shipment of Goods shall not be allowed until Seller gets written instruction from the Buyer. Seller shall be responsible for all extra overhead / expenses incurred by the Buyer on account of any deviations to this clause.

5. PACKING AND SHIPMENT. Unless otherwise specified, all Goods to be delivered hereunder shall be boxed, crated, and stored without charge and shall be packed and packaged: (a) to insure safe arrival at their ultimate destination; (b) to secure the lowest transportation costs; and (c) to comply with requirements of common carriers. Seller is responsible for all damage resulting from improper packing, boxing, storage, or cartage. Seller will ship Goods F.O.B. destination. For all imported consignments, Seller will ensure notice is provided to Buyer of flight details and delivery details with at least forty-eight (48) hours in advance. Immediately after booking of shipment or consignment (and in no event greater than one (1) working day from the date of the receipt of the airway bill), Seller will provide the following set of commercial documents: (1) an advance set of commercial documents (i.e., AWB, invoice, Product list, etc.) shall be sent to Buyer via email as a scan copy; and (2) a complete set of original documents needs to be sent to Buyer or Buyer's bank (if shipment is through a bank). Confirmation and declaration of the foregoing must be attached with the original documents. Seller shall be liable for all extra overhead and expenses incurred by the Buyer to the extent due to the late receipt of original documents.

6. DELIVERY. Time is of the essence with respect to this Order. If Seller fails to make shipment or delivery when due, Seller will immediately notify Buyer of the reason and length of the delay. Seller will use best efforts to avoid or minimize the delay, including but not limited to expending premium time and using the most expeditious transportation, at Seller's expense. Buyer may cancel this Order within two (2) business days following receipt of Seller's notice of delay. Deliveries are to be made both in quantities and at the time which is specified in this Order. Buyer will have no liability for payment for Goods which are in excess of quantities specified in this Order, nor shall Buyer be liable for Services which go beyond the face of this Order. Seller shall deliver the Goods ordered hereunder in several lots agreed to with Buyer. Buyer shall have the right to refuse or return at Seller's risk and expense shipments of Goods made in excess of the quantities contained herein or in advance of the delivery schedule. Unless otherwise agreed in writing, Seller shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. It is Seller's responsibility to comply with this schedule but not to anticipate Buyer's requirements. Goods shipped to Buyer in advance of schedule may be returned to Seller at Seller's expense.

7. TITLE; RISK OF LOSS. Seller assumes all risk of loss to the Goods until they are delivered to the destination specified in this Order. Title to the Goods will pass to Buyer upon receipt at the designated destination, provided, however, that the risk of loss shall remain with Seller as to Goods which are not accepted by Buyer or which are rejected by Buyer. If any of the Goods are lost or destroyed prior to title passing to Buyer, Buyer may either cancel the entire Order or the affected part of the Order (at Buyer's option), or require Seller to deliver, at Seller's expense, substitute Goods of equal quantity and quality as soon as commercially practicable. If loss of the Goods is partial and Buyer does not cancel the entire Order, Buyer may require Seller to deliver the Goods not lost or destroyed in accordance with the terms of this Order. Transportation charges on Goods sold delivered destination must be prepaid. No charges for unauthorized transportation will be allowed. Any unauthorized shipment which will result in excess transportation must be fully prepaid by Seller. Seller shall not declare any value on such material shipped via United Parcel Service, Rail Express, Air Express, Air Freight or Parcel Post. Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. Seller agrees to take such reasonable measures as may be required by Buyer to ensure the physical integrity and security of all shipments against the unauthorized introduction of harmful or dangerous materials. Such measures may include, but not be limited to, physical security of manufacturing, packing and shipping areas; restrictions on access of unauthorized personnel to such areas; personnel screening; and maintenance of procedures to protect the integrity of shipments.

8. INSPECTION; ACCEPTANCE. All Goods are subject to inspection at Buyer's destination, and all Services are subject to inspection upon performance. Prior payments or acceptance of shipments of Goods or performed Services shall not be considered as waiving such right of inspection. Buyer may reject and refuse acceptance of any Products that do not conform to their Specifications or Seller's warranties (or are otherwise defective in material or workmanship), at Seller's expense. In addition to such other rights, remedies and choices as it may have by contract or by law, Buyer may return any rejected Products to Seller for full credit or replacement, at Buyer's option and at Seller's expense, including transportation charges both ways. Unless stated otherwise in this Order, Buyer will accept or reject the Products as promptly as practical after

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delivery, except as otherwise provided in this Order, but failure to inspect and accept or reject Products or failure to detect defects by inspection, shall neither relieve Seller from responsibility for such Products as are not in accordance with the Order requirements nor impose liabilities on Buyer thereof. At Buyer's option, Buyer may require Seller to inspect Goods and remove and replace non-conforming Goods with Goods that conform to this Order; if Buyer elects to exercise the foregoing option and Seller fails to promptly make the necessary inspection, removal and replacement, Buyer may at its option inspect and sort the Goods at Seller's cost. If Seller fails to deliver any Products ordered or delivers any defective or nonconforming Products, Buyer may: (a) rescind this Order; (b) accept such Products at an equitable price reduction agreed by the parties; (c) reject such Products; or (d) demand specific performance.

9. CANCELLATION. Buyer may suspend or cancel this Order or any part of this Order at anytime up to three (3) days before Seller's scheduled shipment of the Goods or performance of the Services as indicated in this Order. If Buyer wishes to suspend or cancel any of this Order after such date, the parties will negotiate in good faith an equitable settlement for actual costs incurred by Seller for the Products and work in process as of the date Seller receives notice of such cancellation or suspension, such settlement not to exceed the price specified in this Order. Upon the happening of any one or more of the following events, and to the extent permitted by law, Buyer may cancel or terminate this Order without cost or liability to Buyer upon: (1) Seller's insolvency or inability to meet its obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) appointment of a receiver for Seller by any court of competent jurisdiction; or (4) any assignment for the benefit of creditors by Seller. Except in instances of delay which are due to causes beyond the reasonable control and without the fault or negligence of Seller and all of its subcontractors, direct and indirect at every subcontract level, Buyer may by written notice of default to Buyer (a) terminate the whole or any part of this Order in any one of the following circumstances: (i) if Seller fails to perform within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this Order, or so fails to make progress as to endanger performance of this Order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days or such longer period as Buyer may authorize in writing after receipt of notice from Buyer specifying such failure; and (b) upon such termination Buyer may procure, upon such terms as it shall deem appropriate Products similar to those Products so terminated. Seller shall continue performance of this Order to the extent not terminated and shall be liable to Buyer for any excess costs for such Products (i.e., similar to those Products terminated). As an alternate remedy, and in lieu of termination for default, Buyer, at its sole discretion, may elect (1) to extend the delivery schedule and/or (2) to waive other deficiencies in Seller's performance, in which case an equitable reduction in the Order price shall be negotiated. In the event Seller for any reason anticipates difficulty in compliance with the required delivery date, or in meeting any of the other requirements of this Order, Seller shall promptly notify Buyer in writing. If Seller does not comply with Buyer's delivery schedule, Buyer may require delivery by fastest way and charges resulting from the premium transportation must be fully prepaid and absorbed by the Seller. The rights and remedies of the Buyer provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Order. The Buyer may also terminate all or any part of this Order at any time by written notice to Seller. If Buyer has made any progress or other payment(s) to Seller on account of any Products prior to the time of any suspension or cancellation permitted under this Order, Buyer may enter the premises where the Products are being kept and take possession and ownership of and remove the Products so paid for, without liability. In addition to the foregoing, the Seller shall also be liable for damages that it may incur as a result of the breach by the Seller of the terms and conditions of this Order.

10. CHANGES. Buyer may at any time issue a written change order to suspend performance of this Order (in whole or in part) or to make changes to the Specifications, quantities, schedule, or shipping, packing, or delivery instructions in this Order. If the change order causes an increase or decrease in Seller's cost or time required to fulfill this Order, Seller will notify Buyer of any such change within thirty (30) days from the date of receipt by the Seller of the notification of change. Seller will not perform or deliver, and Buyer will not be obligated to pay for, any Products related to the change order until the parties agree in writing to any equitable adjustment in the purchase price and/or delivery schedule.

11. WARRANTIES. Seller expressly warrants to Buyer and Buyer's customers, that: (a) it is duly authorized to enter into this Order and that nothing precludes it from performing its obligations contained herein; (b) the Products will conform to the applicable Specifications in all material respects and will be suitable for the particular purpose or use for which they are purchased by Buyer; (c) the Products will be of good quality, material, and workmanship, and will be free from defects under normal use and regular service and maintenance; (d) the Goods will be free and clear of all liens or encumbrances, and that Seller will have good, valid, clear, and absolute title to all Goods and will transfer the same to Buyer; (e) the sale or use of the Products will not infringe or contribute to the infringement of any third party's patent, trademark, or copyright or any other proprietary right, and will not violate any third party's trade secret; (f) any Services performed pursuant to this Order will be performed in a competent, workmanlike manner, in conformance with the Specifications in all material respects; (g) all environmental, health and safety laws, rules, statutes (as well as site specific Buyer rules related to the foregoing), whether local, national or international, will be complied with; (h) it shall comply with Buyer's "Global Safe Work Environment Policy" (which shall be provided to Seller upon request); and (i) the Products provided pursuant to this Order are in compliance with all laws, rules, and regulations of local, state, and federal, or other governments and their subdivisions that govern the manufacture, sale, or delivery of the Products in this Order. Further, Seller expressly warrants the following, in the provision of any Products under this Order, that: (1) all injuries/proper damages will be immediately reported to the Buyer; (2) all Seller personnel, contractors and agents will inquire and understand site environmental, health and safety rules commencing the work at a Buyer site; (3) all waste generated during the execution of the assigned job will be safely disposed of; (4) adequately trained and qualified workers will be employed in the provision of the Products; (5) all Seller personnel and agents will be trained about the hazards in the job and safe work practices; (6) all tools and equipment used will be of good quality, properly maintained and duly tested as required; (7) all necessary personal protective equipment will be provided to workers in the provision of the Products; (8) no Seller personnel or agents will engage in any dangerous activities; (9) Seller personnel and agents will not consume any alcohol or drugs at a Buyer site; and (10) all Seller personnel and agents will follow all signage and carry a proper identity card at all times. Further, Buyer may suspend or dismiss any activity or individual upon serious violation of Buyer's integrity rules (including any environmental, health or safety rules and regulations).

12. INDEMNIFICATION. Seller agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any third-party claim against Buyer or any of its directors, officers, employees or customers: (i) that any of the Products infringes such party's patents, trademarks, copyrights, or other intellectual property rights or violates its trade secrets; (ii) injury to or death of persons or damage to property that may have been caused, or that may be alleged to have been caused, directly or indirectly, by Seller, its employees, or its subcontractors, their employees or agents; or (iii) arising out of the design or manufacture or any of the Products. Seller agrees to indemnify Buyer against all damages and expenses (including but not limited to court costs and reasonable attorneys' fees) resulting from any such claim. Buyer may be represented by, and may actively participate through, its own counsel with respect to any such claim, at Buyer's own expense.

13. BUYER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer or specially paid for the Buyer, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as property of Buyer and shall be safely stored separate and apart from Buyer's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted, all at Seller's expense.

14. PROPRIETARY RIGHTS. Buyer reserves the right to review and approve any and all designs, blueprints, specifications, and engineering data used by Seller in manufacturing the Products. Seller will provide Buyer, at Buyer's request, with copies of any such designs, blueprints, specifications, and engineering data. For any Products produced to Buyer's particular Specifications, Seller agrees to assign to Buyer and not otherwise to make use of any invention, improvement, or discovery (whether or not patentable), conceived or reduced to practice in the performance of this Order by any employee of Seller or other person working under Seller's direction. Upon completion of Seller's performance of this Order and Buyer's payment in full, Seller will deliver to Buyer any and all information relating to any such invention, improvement, or discovery, and will cause its employees or others subject to its direction to execute as appropriate all documents reasonably necessary to enable Buyer to file applications for patents, copyright registrations, or other proprietary rights protection and to obtain title to such invention, improvement, or discovery. Seller will not,

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without Buyer's prior written consent: (i) publish the fact that Seller has furnished or contracted to furnish Buyer any Products, or (ii) use any of Buyer's names or trademarks in Seller's advertising. If Seller places on any Products any of Buyer's trademarks or trade names (the "Marks") at Buyer's direction, Seller acknowledges that all such Marks are the exclusive property of Buyer and that Seller will not acquire any rights in any of the Marks.

15. CONFIDENTIAL INFORMATION. All technical information in the nature of designs, blueprints, specifications, engineering data for production, or product know-how ("Technical Information") or any other knowledge or information that Buyer provides to Seller to facilitate or assign in the performance of this Order will, unless otherwise agreed, be kept confidential by Seller, and Seller will not disclose any such information in any way or use it in manufacturing or otherwise providing products for others. If Seller's Products involve receipt or handling of customer information about Buyer's customers, Seller shall maintain in strict confidence and shall not use any nonpublic personal information relating to consumer customers received from Buyer and its affiliates ("Buyer Parties") or obtained as a result of Services performed or Goods provided to any Buyer Party ("Customer Information") for any purpose, except as necessary in the ordinary course of business to perform the Services or provide the Goods hereunder. Additionally, Seller will not disclose any Customer Information to any third party, except to its subcontractors performing Services hereunder and with respect to which it has obtained the relevant Buyer Party's prior written consent. Seller will implement appropriate administrative, technical, and physical safeguards and other appropriate measures to protect the security, confidentiality and integrity of nonpublic personal information relating to consumer customers of Buyer Parties and other Customer Information received by Seller from or on behalf of any Buyer Party, all as may be appropriate to meet the objectives of the security guidelines promulgated under any applicable law that may apply (e.g., Gramm-Leach-Bliley Act). These measures shall be designed to ensure the security and confidentiality of Customer Information, protect against any anticipated threats or hazards to the security or integrity of such information, and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer. (d) Seller's subcontractors to whom Customer Information is provided. Seller will ensure that any third party to whom the applicable Buyer Party authorizes Seller to transfer or provide access to Customer Information signs a written contract in which it agrees (i) to restrict its use of Customer Information to the use specified in the agreement between the Seller and the third party (which use must be in conjunction with Seller's performance of its obligations hereunder); (ii) to comply with all applicable laws, rules and regulations; and (iii) to implement and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of all Customer Information as provided herein. Seller will also be responsible for any unauthorized use or disclosure by any third party to whom it transfers or provides access to Customer Information to the same extent as if Seller had itself used or disclosed such information.

16. INSURANCE. Seller represents and warrants that Seller, and any subcontractor used by Seller in connection with the Order, shall carry Comprehensive General Liability and Comprehensive Automobile Liability Insurance with at least industry-standard policy coverages and limits. At Buyer's request, Seller shall provide to Buyer certificates from Seller's insurers showing that such coverages are in effect and require Buyer to be given thirty (30) days' prior notice of cancellation or alteration of coverage. Seller acknowledges that Buyer may require additional minimum liability coverage depending on the circumstances. For Orders issued on CIF / DDP / DDU terms, Seller shall (or shall ensure the owner of Products) get an insurance policy issued covering all transit risks including WAR and SRCC for one hundred and ten percent (110%) of the value of the Goods. The foregoing policy shall show complete details of the risks covered (e.g., details of conveyance, vessel name, bill of lading or waybill, date, sum insured, terms and conditions of cover, voyage, cargo description, local agent detail at destination, etc.). Seller shall provide, either via email or courier, the complete details of the consignment before arrival of Goods at destination depot or port and airport. Seller shall be responsible for compensation of any loss or damage to Goods in transit by any mode of transport.

17. COMPLIANCE WITH LAWS. By acceptance of this Order, Seller agrees to comply with all applicable laws and regulations in the provision of Products hereunder. Whether or not Buyer provides a Specification, if Products furnished by Seller are required to be constructed, packaged, labeled or registered in a prescribed manner, Seller shall comply with the applicable laws and regulations. Seller further agrees to defend, indemnify and hold harmless Buyer and its customers from any loss or damage that may be sustained by Buyer, by reason of Seller's failure to comply with any applicable laws and regulations. In the provision of the Products, Seller agrees to comply with the applicable provisions of any federal, state, or local law or ordinance and all lawful orders, rules, and regulations issued thereunder. Seller represents and warrants that: (i) Seller and any and all of its parents, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, and business partners, including all Seller's personnel (collectively, "Seller Parties") are in compliance with, in good standing under, and have not violated, any United States laws or the laws of any other country or countries relating to the transfer of technology, including, without limitation, the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the Department of the Treasury, the PITEX/Maquiladora transfer protocols of Mexico or other similar laws or any foreign country listed on this Order (collectively, the "Transfer Control Laws"); (ii) Seller Parties are not, and never have been, named as a "debarred" party, "denied person or entity," "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; (iii) Seller will immediately notify Buyer in the event that any of Seller Parties are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (iv) Seller Parties will comply with all applicable Transfer Control Laws.

Seller agrees to defend, indemnify and hold harmless Buyer and its customers from any loss or damage that may be sustained by Buyer, by reason of Seller's failure to comply with any of the Transfer Control Laws. Seller will cause this Section to be included in all subcontracts it enters into relating to this Order, unless exempted by applicable law. Goods shall not contain arsenic, asbestos, benzene, carbon tetrachloride, lead, cadmium, or chemicals restricted under the Montreal Protocol unless Buyer expressly agrees otherwise in writing. Seller agrees to indemnify, release, defend and hold harmless Buyer, its directors, officers, employees, agents, representatives, successors and assigns, whether acting in the course of their employment or otherwise, against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses, or liabilities (including without limitation claims for personal injury or property damage) resulting from or in any way connected with Seller's breach of any of the representations, warranties or covenants contained in this Order. Seller agrees to include this clause in any subcontracts issued hereunder. In the event Buyer determines any of Seller's representations, warranties, certifications or covenants to be untrue, Buyer shall have the right to immediately terminate this Order without further compensation to the Seller. In addition, Seller shall compensate Buyer for any damages suffered by Buyer as a result of Seller's untrue representations, warranties, or certifications or breach of covenants. Buyer, by written notice, may terminate this Order, in whole or in part, at any time when it is in Buyer's interest to do so. Buyer shall terminate by delivery of a notice of termination specifying the extent of termination and the effective date. After receipt of a notice of termination, Seller shall immediately: (a) stop work as directed in the notice; (b) place no further subcontracts or orders for goods, services, or facilities, except as necessary to complete the continued portion of the Order; and (c) terminate all subcontracts to the extent they relate to work terminated. After termination, Seller shall turn over to Buyer all completed work and work in process, including all designs, drawings, specifications, and other documentation and material required or produced in connection with such work; submit a final termination settlement proposal in the form and in the manner prescribed by Buyer, and Buyer shall reimburse Seller for the cost of all work performed under the Order prior to the date of receipt of the notice of termination, including a pro rata portion of Seller's profit, less any costs Buyer incurred as a result of the termination, or due to Seller's breach of any of its representations, warranties, certifications or covenants in this Order. From time to time, at Buyer's request, Seller shall provide certificates to Buyer relating to any applicable legal requirements or to update this Section of this Order, in each case in form and substance satisfactory to Buyer. Further, Seller shall permit Buyer or its representatives to have reasonable access to the sites where the work under this Order is performed in order to assess

(1) work quality, (2) conformance with Buyer's specification, and conformance with Seller's representations. Seller represents, warrants, certifies and covenants that it will take appropriate actions to provide a safe and healthy workplace and to protect local environmental quality, and Seller shall follow environment, health, and safety related guidelines while on Buyer's premises. Products provided under this Order may be used worldwide, including to countries that forbid the importation of products manufactured with child labor or with forced, indentured or convict labor. Consequently, Seller represents, warrants, certifies and covenants that no Products provided under this Order have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture, or in violation of minimum wage, hour of service, or overtime laws of the country of manufacture. Seller represents, warrants, certifies and covenants that it has established an effective program to ensure any subcontractors it utilizes to provide any goods or services that will be incorporated into Products provided under this Order will be in conformance with this Section of the Order.

Vendor's Signature:

This order expressly limits acceptance to the terms stated on the face of this form and the terms and conditions attached hereto. Any additional or different terms, whether or not materially different, set forth in any communication from the seller are objected to and are hereby rejected.

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17.1 United States. To the extent the Products are provided from or to the United States of America, the additional terms of this Section 17.1 shall apply. By acceptance of this Order, Seller agrees to comply with the provisions of the President's Executive Order 11246, as amended by Executive Orders 11375, 11625, 11701, and 11758, the regulations at 41 C.F.R. Parts 60-250.4 and 60-741.4 pertaining to Equal Employment Opportunity (38 U.S.C. 4301 et seq., as amended), and Section 503 of the Rehabilitation Act of 1973, as any such Executive Orders, regulations, or laws may be amended during the term of this Order. Seller also agrees to comply with the Fair Labor and Standards Act and the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes in Seller's performance hereunder. Seller shall also comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract, including the Equal Opportunity Clause set forth in 41 C.F.R. Chapter 60-4, the Affirmative Action Clause regarding Disabled Veterans and Veterans of the Vietnam Era set forth in 41 C.F.R. Chapter 60-250.4, the Affirmative Action Clause regarding Handicapped Workers set forth in 41 C.F.R. Chapter 60-741.4 and any other provisions or contractual clauses required by the OFCCP as set forth in 41 C.F.R. Chapter 60, as well as any Executive Orders as now or hereafter issued, amended or codified. Seller certifies that it is in compliance with the requirements for non-segregated facilities set forth in 41 C.F.R. Chapter 60-1.8. Whether or not Buyer provides a Specification, if Goods or Services furnished by Seller are required to be constructed, packaged, labeled or registered in a prescribed manner, Seller shall comply with the applicable federal, state, county and local laws, ordinances, regulations and codes. Seller further agrees to defend, indemnify and hold harmless Buyer and its customers from any loss or damage that may be sustained by Buyer, by reason of Seller's failure to comply with any such federal, state, county or local laws, ordinances, regulations or codes. In accordance with the Federal Hazard Communication Standard 29 C.F.R. 1910, 1200, an OSHA 20 form or material safety data sheet (MSDS) must be provided for all regulated Products that are provided to Buyer. Seller represents, warrants, certifies and covenants that each chemical substance constituting or contained in Goods or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et. seq.) as amended or equivalent lists in any other jurisdiction which Buyer informs Seller the Goods will likely be shipped. If any Goods contain hazardous materials, Seller shall provide all relevant information pursuant to Occupational Safety and Health Act (OSHA) regulations 29 C.F.R. 1910.1200 including a completed Material Safety Data Sheet (OSHA Form 20) and mandated labeling information.

17.2 Europe. To the extent the Products are provided from or to countries located within Europe, the additional terms of this Section 17.2 shall apply. Seller represents, warrants, certifies and covenants that each chemical substance constituting or contained in the Goods is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or equivalent lists in any other jurisdiction which Buyer informs Seller the Goods will likely be shipped.

17.3 South Africa. To the extent the Products are provided from or to South Africa, the additional terms of this Section 17.3 shall apply. Seller shall also comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract, including (but not limited to) the provisions of the following statutes (as amended) Employment Equity Act 55 of 1998, the Labour Relations Act 66 of 1995, the Basic Conditions of Employment Act 75 of 1997, the Compensation for Occupational Injuries and Diseases Act 61 of 1997 as well as the Occupational Health and Safety Act 85 of 1993. Further, Seller warrants that it has complied with the provisions of the Hazardous Substances Act 15 of 1973, as amended and any and all regulations published thereunder in respect of each substance or product constituting or contained in the Goods sold or otherwise transferred to Buyer hereunder and certifies and guarantees that it is in possession of the necessary license in respect of such Goods provided to the Buyer hereunder and has complied with the prescribed conditions (if any) of such license. Further, in accepting this Order, Seller represents that the Goods to be furnished hereunder were or will be produced in compliance with the requirements of the Standards Act 29 of 1993 and the South African Bureau of Standards (SABS) and that the Seller has obtained and is in compliance with any and all system certifications, including (without limitation) ISP 9001, ISO 140001, OHSAS 18001, ISO 20000 and ISO 270001 and Seller shall insert a certificate to that effect on all invoices submitted in connection with this order. Seller represents, warrants, certifies and covenants that it will take appropriate actions to comply with the provisions of the Occupational Health and Safety Act 85 of 1993, as amended (OHASA), and any and all regulations published thereunder to provide a working environment that is safe and without risk to the health of its employees. Further, Seller represents, warrants, certifies and covenants that it will take appropriate actions to comply with all and any applicable legislation, as amended and regulations published thereunder to protect the local environment quality, including (without limitation) the National Environmental Management Act 107 of 1998, the National Environmental Management: Air Quality Act 39 of 2004, the Atmospheric Pollution Prevention 45 of 1965 and the Environment Conservation Act 73 of 1989. Seller further represents, warrants, certifies and covenants that it is in possession of the necessary and applicable licenses as required in terms of the aforementioned environmental act.

17.4 China. To the extent the Products are provided from or to China, the additional terms of this Section 17.4 shall apply. The Seller hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Order, the Seller is informed or information comes to its knowledge or attention from a known or third party source that it is or may be in violation of any law, ordinance, regulation or code (or if it is so decreed or adjudged by any court, tribunal or authority), it shall immediately (being no later than fifteen (15) days of coming into knowledge of the same) take all appropriate steps to remedy such violation and comply with such laws, regulations, ordinances or codes in all respects. However, if the Seller fails to take all appropriate steps to remedy such violation and comply with such laws, regulations, ordinances or codes in all respects, Buyer shall be entitled to terminate this Order with immediate effect, notwithstanding anything to the contrary in this Order. The Seller shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code and practice of corporate policy applicable to it, from time to time, including records and returns, as applicable, under labor legislation.

18. PRODUCT SAFETY. Seller agrees to give immediate notice if any Product furnished hereunder fails to comply with applicable consumer product safety rules, which creates a substantial risk or injury to the public, or contains a defect which could create a substantial risk or injury to the public.

19. WORK ON BUYER'S OR ITS CUSTOMERS PREMISES. If Seller's work under this Order involves operations by Seller on the premises of Buyer or one of its customers, Seller shall: (a) take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work; (b) except to the extent that any such injury is due solely and directly to Buyer's or its customer's negligence, Seller shall indemnify Buyer against all losses which may result in any way from any act or omission of the Seller, its agents, employees, or subcontractors; (c) maintain Public Liability Property Damage and Employee's Liability and Compensation Insurance as will, in Buyer's sole judgment, protect Buyer from said risks and from any claims under any applicable Worker's Compensation and Occupational Disease Acts; and (d) ensure that the Seller will not engage anyone for deployment in the premises of Buyer, which is in contravention of Child Labour (Prohibition and Regulation) Act, 1986, as amended from time to time. Further, the Seller must provide persons to carry out the Services who are not below 18 years of age in Buyer's premises.

20. LIMITATION OF LIABILITY. IN NO EVENT WILL BUYER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

21. GRATUITIES. Seller represents, warrants, and covenants that neither it nor its officers, directors, officials, employees, agents, or representatives shall, directly or indirectly: (a) promise to give, offer, or give to an officer, director, official, employee, agent or representative of Buyer anything of value, including by way of example and not by way of limitation gifts, entertainment, payments, loans, charitable contributions (collectively, "Gratuities"), to influence any decision to be made by the Buyer, officer, director, official, employee, agent or representative within the scope of their position, including by way of example and not by way of limitation the award of a contract or to obtain favorable treatment under a contract; (b) accept anything of value, including by way of example and not by way of limitation Gratuities, to influence any decision to be made by Seller or any officer, director, official, employee, agent or representative within the scope of their position at Seller relating to Buyer, including by way of example and not by way of limitation the award of a subsidy or contract or to obtain favorable treatment under a contract; (c) offer, pay, promise to pay, or authorize the payment of anything of value, including by way of example and not by way of limitation Gratuities, to (i) any official or employee of any government, or any department, agency, or instrumentality thereof, (ii) any political party or official thereof, or to any candidate for political office, or (iii) any official or employee of any public international organization,

Vendor's Signature:

This order expressly limits acceptance to the terms stated on the face of this form and the terms and conditions attached hereto. Any additional or different terms, whether or not materially different, set forth in any communication from the seller are objected to and are hereby rejected.

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or (iv) any other person, in each case for the purpose of influencing any act or decision of such official, employee, party, or candidate, or inducing such official, employee, party, candidate, or person to do or omit to do any act in violation of the lawful duty of such official, employee, party or candidate, or securing any improper advantage for Buyer, or inducing such party, official, or candidate to use its or his influence with a foreign government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, or otherwise promoting the business interests of Buyer in any respect; or (d) offer, pay, promise to pay, or authorize the payment of anything of value, including by way of example and not by way of limitation, Gratuities, on behalf of Buyer to an officer, director, official, employee, agent, or representative of another company or organization, without that company's or organization's knowledge and consent, with the intent to influence the recipient's action with respect to his or her company's business, or to gain a commercial benefit to the detriment of the recipient's company or organization. Seller represents, warrants, and covenants that no Gratuity of the sort described in this Section has been paid, promised, authorized, offered, or received in connection with the promotion of the business interests of Buyer; and that Seller shall promptly notify Buyer of the occurrence of any fact or event which would render any representation, warranty, covenant or undertaking in this Section incorrect or misleading. Violation of this Section may be deemed by Buyer to be a material breach of this Order.

22. GENERAL. Neither party will be liable for any delay or failure of performance due to strikes, fires, acts of God, war, terrorism, or other causes beyond its reasonable control and without its fault or negligence, provided that the party subject to such cause gives written notice to the other as soon as the same could be anticipated, or if it could not be anticipated, as soon as possible following the commencement of such cause. If either party breaches any term or condition of this Order, the other party will have all remedies provided at law or in equity. The remedies set forth herein shall be cumulative and in addition to any other remedies provided in law or equity. The Seller agrees that no acknowledgment or other information concerning the Order and the Goods or Services provided hereunder will be made public by the Seller without the prior written agreement of the Buyer. Additionally, Seller agrees that it will not use Buyer's name, logo, trademarks, photographs or other identifying characteristics or those of any of its parent, subsidiaries or affiliates without Buyer's prior written approval. Seller agrees to comply with Buyer's policies as may be applicable during supply of performing Services under this Order; any violation of these policies will constitute a breach of this Order. The Order and any payments to be made hereunder shall not be assigned or transferred by Seller either by assignment or operation of law, without prior written approval of Buyer. Seller shall not subcontract any portion of the work to be performed hereunder without the prior written consent of Buyer. Buyer may assign this Order and its interest therein to any affiliated corporation, or to any corporation succeeding to Buyer's business, without the consent of Seller. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this Order. This Order, including any attached exhibits or schedules and documents expressly incorporated by reference, constitutes the complete and final agreement between Buyer and Seller and supercedes all other agreements and understandings between the parties with respect to the subject matter of this Order. No additions to or modifications of this Order will be binding upon the parties unless in a writing executed by both parties. The failure of Buyer to enforce any term or condition of this Order will not be construed as a waiver or relinquishment of such right in the future. Notwithstanding the foregoing, no waiver shall be valid if the same is contrary to law, public order, public policy, morals, or good customs, or prejudicial to a third person with a right recognized by law; further, no claim or right arising out of a breach of this Order can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. If any provision of this Order is or becomes illegal, void, or unenforceable, it will be deemed severed from the Order. All other provisions will remain valid and enforceable so long as the basic purpose of this Order can still be achieved. The terms and conditions of this Order will be construed in accordance with, and disputes will be governed by the laws of New York, New York, without regard to its conflicts of laws principles, and the parties hereby consent to the jurisdiction and venue of the courts of New York, whether state or federal. The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods are not applicable to this Order.

Vendor's Signature:

This order expressly limits acceptance to the terms stated on the face of this form and the terms and conditions attached hereto. Any additional or different terms, whether or not materially different, set forth in any communication from the seller are objected to and are hereby rejected.

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