

**SOCIETE GENERALE GLOBAL
SOLUTION CENTRE PVT LTD**
Voyager Building, 4,6,7A,10,11,12,13th Floors
Victor Building, 2nd Floor
Whitefield Road, Ascendas ITPB SEZ
International Tech Park
Bangalore KA 560066
India

Dispatch Via Print		
Purchase Order S3679-0000035025	Date 07-08-2020	Revision
Payment Terms 30 Net	Freight Terms NONE	Ship Via
Buyer BLR PO Buyer	Phone 080 28096859	Currency USD

Bill To: Voyager Building, 7B, 8
& 9th Floors
Whitefield Road,
Ascendas ITPB SEZ
International Tech Park
Bangalore KA 560066
India

Tax Exempt? N		Tax Exempt ID:		Replenishment Option: Standard			
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Catalyst 9200 24-port 8xmGig PoE+, Network Essentials Part Number: C9200-24PXG-E		5.00	EA	1171.73	5858.65	07/08/2020
Schedule Total						5858.65	
Item Total						5858.65	
000000000000006118							
2 - 1	600W AC Config 6 Power Supply - Secondary Power Supply Part No: PWR-C6-600WAC/2		5.00	EA	296.64	1483.20	07/08/2020
Schedule Total						1483.20	
Item Total						1483.20	
000000000000006105							
3 - 1	C9200 Cisco DNA Essentials, 24-Port, 3 Year Term License Product Code: C9200-DNA-E-24-3Y		5.00	EA	169.64	848.20	07/08/2020
Schedule Total						848.20	
Item Total						848.20	
000000000000006108							
4 - 1	Catalyst 9200 4 x 10G Network Module Part No: C9200-NM-4X		5.00	EA	494.40	2472.00	07/08/2020
Schedule Total						2472.00	
Item Total						2472.00	
000000000000006137							
Total PO Amount						10662.05	

Standard Terms and Conditions

1. ACCEPTANCE

(a) This Purchase Order (PO) which represents the entire agreement between SG GSC and the Vendor, becomes a binding contract upon the terms of purchase set forth herein by commencement of performance.

(b) No change, modification or revision to this PO shall be valid unless in writing and signed by the authorized representative of SG GSC.

(c) The terms and conditions of this PO shall be applicable only in the absence of definitive agreement (i.e., MSA, FSA etc.) between SG GSC and the Vendor with regard to Products or Services specified in this PO. If there is a contract between SG GSC and the vendor, the terms and conditions of such contract shall be applicable for this engagement.

2. PAYMENT TERMS

(a) Each invoice shall include the following particulars:

(i) Date of Invoice;

(ii) PO Number

(iii) Name, address and GSTIN of the recipient;

(iv) HSN code of goods or Accounting code of services;

(v) Description of Products or Services;

(vi) Quantity in case of goods and unit or unique quantity code thereof;

(vii) Total value of Products or Services;

(viii) Taxable value of Products or Services taking into account discount or abatement, if any;

(ix) Rate of tax IGST;

(x) Amount of tax charged in respect of taxable Products or Services IGST;

(b) The Vendor shall ensure that the invoices are sent to SG GSC within 7 days from the date of invoice and SG GSC shall make the payment as per the timeline agreed in each PO.

(c) The tax invoices with incomplete or missing details required for GST purposes shall be returned to the Vendor or revision, which may result in delayed processing of invoices for payment.

3. TAXES

(a) Unless otherwise specified, the charges or the fees payable for the Products or Services provided herein are exclusive of applicable Goods and Services Tax (GST), as required under the relevant legislation. SG GSC shall bear such taxes and cesses payable thereon.

However, as per IGST Act, supply of goods and services to a SEZ unit are zero rated. Hence, SG GSC being a SEZ unit, GST is not chargeable on supplies made to SG GSC. Notwithstanding anything contrary stated herein, SG GSC shall not be under any obligation to make any payment until the receipt of the tax invoice with applicable taxes.

(b) The Vendor shall issue a valid tax invoice in the format prescribed under the relevant legislation and ensure that the invoice is received by SG GSC, in the case of supply of goods, along with delivery of goods and in the case of services within five (5) days from the date of delivery and acceptance of services by SG GSC.

(c) In the event of any mismatch in the data uploaded by the Vendor on the GSTN portal or error in the invoice, the Vendor shall rectify the same within two (2) days from the date of notification by SG GSC by accepting corrections

and if required by issuing invoices/ debit notes/ revised invoices/ credit notes as per the prescribed format, containing all the information as is required for the SG GSC to avail refund or input tax credit.

(d) If any amount of credit, refund or any other benefit is denied or delayed by the Govt. to SG GSC or any penalty, interest imposed on SG GSC due to any non-compliance by the Vendor, including but not limited to failure to correctly upload details of supply on GSTN portal, failure to issue invoice within the specified timeline, failure to pay GST to the appropriate authority etc. the Vendor shall be liable to reimburse the loss, penalty or interest which may be incurred by SG GSC on the aforesaid account. SG GSC also is entitled to withhold the subsequent payments to the Vendor and adjust the amount against amount payable to the Vendor.

(e) All payments shall be made to the Vendor after withholding applicable taxes under the Income Tax Act, 1961, GST Act and/or any other statutory deductions as per applicable laws in force. SG GSC shall issue a tax deduction at source (TDS) certificate to the Vendor with respect to aforesaid deductions.

(f) The Vendor shall continuously maintain a high GST compliance rating score as per the GST Act.

4. DELIVERY

(a) The Vendor shall deliver the Products and Services as per the specifications and quantity agreed in the PO.

(b) The Vendor shall ensure that the Products and Services shall be delivered at SG GSC location(s) as indicated in the PO. In case the Vendor delivers the Products and Services at any address not specified in the PO, then it is deemed as non-delivery and SG GSC shall not be liable for the payment of the Products and Services so delivered.

(c) Time of delivery is of the essence in this PO. Products and Services should be delivered within the timeline as mutually agreed.

5. WARRANTY

(a) The Vendor warrants that all Products and Services delivered hereunder are free from defects in material and workmanship and conform strictly to the specifications for the Products or Services ordered by SG GSC. The Vendor warrants that its articles do not infringe the intellectual property rights of any third party.

(b) If the Products and Services do not confirm to the specifications stated in the PO or has some defects, the Vendor shall replace such defective Products and Services at no additional cost to SG GSC within 3 working days after receiving communication from SG GSC.

6. CONFIDENTIALITY

(a) During the course of performance under this PO, the Vendor may be furnished with or given access to knowledge, information, and/or data which are confidential and proprietary to SG GSC whether such information is transmitted in written form, orally, or electronic form (Confidential Information).

(b) The Vendor undertakes to protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in all events will use at least a reasonable degree of care to protect the Confidential Information received by it under this PO. In addition to such degree of care, the Vendor agrees not to in any way disclose, copy, reproduce, modify, use (except as permitted under this PO), or otherwise transfer the Confidential Information to any other person or entity without obtaining prior written consent from SG GSC. The Vendor's employees who have access to the Confidential Information on a need to know basis will be bound by all the terms of this PO and the Vendor shall be liable for any acts and/or omissions of its employees/agents in respect of the Confidential Information hereunder. The Vendor shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential Information and which are provided to the Vendor hereunder.

(c) The Vendor agrees that during the term of this PO and at any time after the expiration / termination of the PO, the Vendor shall use such Confidential Information only for the purpose of performing the obligations under this PO and shall not use for itself or for any other person or business; or divulge or convey to any person or business any such Confidential Information.

(d) The obligations and restrictions herein shall not apply to Confidential Information that falls within any of the following exceptions, provided the Vendor proves and produces credible written evidence to establish one of the exceptions:

- (i) the information is or becomes part of the public domain without breach of the terms of this PO;
 - (ii) the information is lawfully in the possession of the Vendor prior to a disclosure and not subject to an existing agreement between the parties;
 - (iii) the information is independently developed by the Vendor, completely apart from the disclosures hereunder;
 - (iv) the information is received from a third party who lawfully acquired such information without restriction, and without a breach of the terms of this PO, by the Vendor; and/or
 - (v) the information is released pursuant to a binding court order or government regulation, provided that the Vendor delivers a copy of such order or action to SG GSC.
- (e) The Vendor agrees that monetary damages would be inadequate compensation to SG GSC in the event the Vendor breaches any provision of this Agreement. Therefore the parties agree that in the event of a breach or threatened breach of confidentiality, SG GSC shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach.
- (f) The confidentiality obligation under this Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available without violation of this PO.

7. CANCELLATION

SG GSC may cancel this PO, for any reason or no reason, in whole or in part, by giving written notice to the Vendor on the condition that SG GSC shall pay to the Vendor the actual net cost the Vendor has incurred in good faith prior to the receipt of the cancellation notice from SG GSC; provided, however, that in no event shall SG GSC be liable for the Vendor's commitments or production arrangements in excess of the amount, or in advance of the time, necessary to meet SG GSC's delivery schedule.

In addition to the above, SG GSC may cancel or terminate the PO for one of the following reasons without any liability:

- (i) Delay in delivery of Products and Services for more than 5 working days from the agreed date;
- (ii) Products and Services supplied by Vendor do not confirm to the specifications agreed in PO; or
- (iii) Breach of its obligations by Vendor.

8. ANTI CORRUPTION

The Vendor acknowledges and confirms to SG GSC that it has not and will not provide, promise or offer any illegitimate benefit to any person including any employee or officer of SG GSC in connection with the performance of obligations under this Agreement, or in order to have business from SG GSC pursuant to this Agreement. For avoidance of any doubt, illegitimate benefit means any benefit or advantage (whether in cash or kind) which is not legitimately due to the recipient, and includes any bribe or kickback.

9. INDEMNIFICATION

Each Party (Indemnifying Party) shall defend, indemnify and hold harmless the other Party (Indemnified Party) and its officers, directors and employees, from and against any claims, demands, loss, damage, liability, causes of action, judgments, or costs and expenses of every nature (including attorney's fees and expenses) resulting from:

- (i) breach of any terms and conditions, obligations, covenants, warranties, and representations of the Agreement by the Indemnifying Party;
- (ii) bodily injury, death of any person, or damage to property caused by Indemnifying Party; (iii) infringement or violation of intellectual property rights of any third party by the Indemnifying Party; and (iv) fraud or fraudulent misrepresentation by the Indemnifying Party.

10. GOVERNING LAW & ARBITRATION

(a) This PO shall be governed by the laws of India. Any dispute or claim arising out of or in connection with this PO, if not settled by mutual discussion within 30 days from the date such dispute arose, shall be referred to and finally resolved by arbitration under the in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Such arbitration shall be conducted by a sole arbitrator to be mutually appointed by both the Parties.

The award of the arbitrators shall be final and conclusive and binding upon the Parties.

(b) The exclusive venue and seat of arbitration shall be at Bangalore and language of the proceedings shall be English.

(c) The courts of Bangalore shall have the exclusive jurisdiction for any litigation that may arise during the course of arbitration proceedings. Kindly forward us the copy of the Purchase order duly signed or order acknowledgement indicating acceptance of the terms and conditions of this Purchase Order.