



IBM India Pvt Ltd
www.ibm.com/in

EDI Purchase Order
Do not mail

Purchase Order No.
IG241140
AMENDMENT 002

PURCHASE ORDER

DATE
19 Mar 2020

SUPPLIER DETAILS

CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED
NO1877 1ST FLR 31ST CROSS 10TH MAIN
BANASHANKARI 2ND STAGE
BANGALORE, INDIA
560070

Supplier Number : 1000390107

BILL-TO ADDRESS / PLACE OF SUPPLY

IBM India Pvt Ltd
ITPL, INVENTOR BUILDING,
WHITEFIELD ROAD
BANGALORE PIN-560066
DTA-01 BANGALORE - DKA4

IBM GST Registration Number: 29AAACI4403L1ZK

DELIVERY ADDRESS

IBM INDIA PVT.LTD
ITPL, INVENTOR BUILDING,
WHITEFIELD ROAD
BANGALORE PIN-560066
DTA-01 BANGALORE - DKA4

Delivery Date : 20 Mar 2020

SEND INVOICE TO

IBM India Pvt Ltd
Accounts payable department,
Subramanya Arcade, Block A, Level 5,
12, Bannerghatta Road, Bangalore, KA 560029
Phone : 0008001008039

Terms of payment: 30 DAYS NET INVOICE RECEIPT

IMPORTANT INVOICING INSTRUCTIONS

- All your invoices must be sent to Account Payable address mentioned in the "Send Invoice To" section in the IBM purchase order.
- If your **GOODS PO place of supply is at SEZ**, you are not allowed to source it duty free in to any SEZ license of IBM India if your individual invoice value before Tax is below Rupees 13K. Please charge IBM with IGST tax and do not avail any duty benefits. If your invoice does not meet the requirements, it would be **liable for rejection**.
- If you are an India GST registered company, to ensure timely payment of invoices you must comply with India **Goods and Services Tax Invoice Rules** and the following IBM invoice submission guidelines:
 - Please quote **IBM Purchase Order and PO line item number** on each item you want to bill IBM.
 - The delivery address for every goods/service on the invoice should match that on the PO. In case of a disconnect you are advised to hold delivery until PO delivery address is rectified by buyer or IBM Procurement buyer issues formal notification to deliver at an alternate address.
 - The Bill To address mentioned on the PO, will be considered as the **IBM Place of Supply**.
 - Please contact the **IBM Procurement Buyer for necessary PO Amendment** for the following scenarios:
 - There is a mismatch in "IBM Bill-to address mentioned in this PO" versus what you intend to use in India Govt. GSTN portal while uploading invoice details
 - There is a mismatch in "Supplier Details" including your company name and address
 - In case you disagree with "Goods or Service indicator" mentioned against each purchase order item
 - In case there is no "Bill to address" mentioned on the PO
 - Please issue **separate** invoices against items categorized as "Goods" and for those categorized as "Service" in this Purchase Order
 - One invoice should have only one delivery address and Bill To address and MUST mention the appropriate **GSTIN** numbers applicable for both you as supplier and IBM.
 - All invoice details such as invoice number (maximum 18 characters), date, HSN/SAC, GSTIN numbers should match the details that you upload to the GSTN network.
 - IBM's PAN Number is mentioned at the 3rd-12th positions of the **GSTIN** Number showing on "Bill To" Address.

IBM India Pvt Ltd
VISWANATH M. NARAYANA
91-80-4192-8241

Delivery period : Deliverables and Services will be delivered as specified in the relevant SOW and/or purchase order. If Supplier cannot comply with a delivery commitment, Supplier will promptly notify Buyer at least 2 working days before the delivery date stipulated in the relevant SOW and/or purchase order of a revised delivery date and Buyer may : (i) cancel without charge Deliverables or Services not yet delivered; (ii) procure such Deliverables or Services elsewhere and charge Supplier the cost differential; and (iii) exercise all other remedies provided at law, in equity and in this Agreement.

Total Amount

See Over

ACCEPTANCE OF THIS ORDER IS
SUBJECT TO THE TERMS AND
CONDITIONS ON THE BACK HEREOF
WHICH ARE INCORPORATED AND
MADE A PART HEREOF.

PURCHASING COPY

Page 1

https://www.ibm.com/procurement/openPdf?file=Ibm_india_english.pdf

December 2019 to current date

IBM standard purchase order terms and conditions

Agreement documents: This Purchase Order (PO), any attachments made a part of this PO, and any documents or clauses incorporated by reference into this PO are the sole and exclusive agreement of Buyer and Supplier for the products and/or services in this PO, and no other document, including the Supplier's proposal, quotation or acknowledgment form, will be part of this PO, unless specifically agreed to in writing by Buyer. Terms contained in the Supplier's response to, or acknowledgment or acceptance of, this PO, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Supplier) are specifically rejected by Buyer. Buyer's offer to purchase as provided in this PO may not be modified by Supplier counter-offers. Notwithstanding the foregoing, if this PO is deemed an acceptance by Buyer of a Supplier offer or counter-offer, then such acceptance is expressly made conditional on Supplier's assent to all of the terms of this PO, including those that are additional to, or different from, the terms of Supplier's offer or counter-offer. The terms and conditions of this PO are subject to change without notice.

Prices: If the PO does not include pricing, the price for the products and/or services provided hereunder will be Supplier's lowest prevailing market price for such products and/or services. Supplier is not entitled to reimbursement of expenses incurred in connection with fulfilling this PO, except as otherwise agreed in writing by Buyer.

Taxes: –Price shall be exclusive of all Indirect Taxes applicable on the scope of this contract, whether the statutory liability to discharge such Indirect Taxes is on the Supplier or Buyer. 'Indirect Taxes' shall include Central Goods and Services Tax ('CGST'), Integrated Goods and Services Tax ('IGST'), State Goods and Services Tax ('SGST') levied by the States, Union Territory Goods and Services Tax ('UTGST') levied by the Union Territories, allied cesses, duties and taxes (hereinafter collectively referred to as 'GST Laws'). Supplier shall pass on any benefits including but not limited to increase in credits of input taxes, decrease in tax rates to Buyer. Supplier shall be solely responsible for charging appropriate Indirect Taxes and timely depositing the same with the relevant authorities to the extent the Supplier is statutorily liable. Any interest, penalties or recoveries by authorities on account of default by the Supplier to be solely borne by the Supplier on its own account. Supplier shall be solely responsible for issuing and making available to Buyer all requisite documents in the manner prescribed under the GST Laws including but not limited to invoices, advance receipt vouchers, credit notes, debit notes, e-permits and way bills. Such documents to specifically capture mandatory details including but not limited to GSTIN, HSN/ SAC, description of the supply, value, applicable Indirect Taxes, place of supply, as prescribed under the GST Laws.

In case any credit, refund or other benefit is denied to Buyer due to any non-compliance by Supplier (such as failure to upload the details of the sale on the GSTN (Goods and Service Tax Network) portal, failure to pay GST to the Government etc.) or due to non-furnishing or furnishing of incorrect or incomplete documents, Supplier shall reimburse Buyer the loss including, but not limited to, the tax loss, interest and penalty. In case Supplier fails to reimburse the amount within forty-five (45) days from the date of intimation thereof, IBM India reserves the right to set off such losses, interest and penalty from the outstanding payable or initiate appropriate legal process for recovery of the same.

Buyer shall deduct applicable taxes under the provision of the Income tax Act on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof.

Terms of payment and acceptance: Unless otherwise mandated by local law, the terms of payment are net 60 days after receipt of Supplier's valid invoice or after receipt of the products and/or services, whichever is later. Payment will not be deemed acceptance of products or services, and such products or services will be subject to inspection, test, acceptance or rejection. At Buyer's option, Buyer may reject products and/or services that do not comply with Buyer's acceptance criteria for a refund or require Supplier to repair or replace such products or re-perform such services without charge and in a timely manner. Buyer may return non-conforming products to Supplier at Supplier's expense.

Termination: This PO may be terminated by Buyer with or without cause. Supplier's breach (or IBM's reasonable belief that Supplier has breached or is likely to breach) of the Ethical Dealings provision constitutes a material breach of this PO and, in such event, IBM may terminate this PO immediately on written notice to Supplier.

Imports and exports: Supplier is the importer and exporter of record, unless Buyer expressly agrees in writing to serve as the importer or exporter. Supplier will comply with all applicable import and export laws and administrative requirements, including the payment of all associated duties, taxes and fees and all applicable laws, regulations, certifications and registrations associated with the import or export of Supplier's products including but not limited to product safety, electromagnetic compatibility, telecommunications, product take-back/recycling and environmental requirements. Upon Buyer request, Supplier will promptly provide all information necessary to export and import products, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number, certification and/or test results relating to the products or services and any other and will notify Buyer in writing of any changes to the information provided by Supplier to export and import products. For products that will be imported by the Buyer, Supplier will provide promptly any requisite information, documentation, certification and/or test results for Buyer to comply with applicable import laws and administrative requirements.

Packages/transportation: Supplier will comply with: (i) all country of origin marking instructions and all Buyer instructions for exports to Buyer; (ii) all packaging and labelling requirements set out in this PO; and (iii) the transportation routing guidelines in this PO and pursuant to the Shipping transportation guidelines. Default minimum requirements for (i) and (ii) are found under Instructions for exports to IBM.

Social and environmental management system: Supplier will comply with the Social and environmental management system supplier requirements. **Risk of loss; delivery:** Title and risk of loss remain with Supplier until products purchased under this PO have been delivered to Buyer at the location specified in the PO and accepted by Buyer. For Supplier's delivery of products, time is of the essence. If Supplier fails to deliver on time, Buyer may purchase replacements elsewhere, and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in this PO.

For a complete version of the standard purchase order terms and conditions, please go to:

https://www.ibm.com/procurement/openPdf?file=Ibm_india_english.pdf

Please contact your local IBM Procurement if you are unable to access the above website.



IBM India Pvt Ltd
www.ibm.com/in

EDI Purchase Order
Do not mail

Purchase Order No.
IG241140
AMENDMENT 002

CONNECTIVITY IT SOLUTIONS PRIVATE LIMITE
D
NO1877 1ST FLR 31ST CROSS 10TH MAIN
BANASHANKARI 2ND STAGE
BANGALORE, INDIA
560070

DATE
19 Mar 2020

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
001	3.00 MON (Goods)	<p>CISCO 5555 FIREWALL-1QTY-3 MONTHS-TRACKI NG # R20200317144412827539-RELEASE NUMBER:AA0 182A831-ORDER NUMBER-600002101-ORDER TYPE-ZL00-TOTAL B MC-10000 SERVICE START DATE: 20200320 SERVICE END DATE : 20200620 =====</p> <p>NO RESOURCE WILL/CAN BE ON-BOARDED WITHOUT A GREEN BGV. HENCEFORTH, ONLY BGV=GREEN RESOURCES WILL BE ON-BOARDED. A COPY OF THE BACKGROUND CHECK REPORT HAS TO BE FURNISHED TO IBM AT TIME OF ON-BOARDING. =====</p> <p>IBM CONTACT -MOHANKRISHNA CONTANT NUMBER -NA EMAIL ID - MOHANKRISHNA@IN.IBM.COM =====</p> <p>TAXES EXTRA AS APPLICABLE =====</p> <p>QUOTE EMAIL BY: FROM : SHRUTHI DATED : 16-MAR-2020 EMAIL ID :SHRUTHI@CONNECTIVITYSOLUTIONS.IN PH NUMBER :9916064499 RENTAL DURATION: 3 MONTHS FROM DELIVERY =====</p> <p>IBM INT REF :P6J23X =====</p> <p>CONTRACT NUMBER : NA =====</p> <p>SPECIFIC PO TEXT: =====</p> <p>= PLEASE ENSURE INVOICES ARE SUBMITTED WITH CORRECT " BILL TO " AND "SHIP TO " ADDRESS =====</p> <p>=====</p> <p>SUPPLIERS ARE REQUIRED TO PERFORM THE BACKGROUND CHECKS ON ALL THE TECHNICALLY SELECTED RESOURCES BY BUYER. THE FOLLOWING MINIMUM BACK GROUND CHECKS ARE TO BE CARRIED ON THE TECHNICALLY SELECTED RESUMES THROUGH EXTERNAL REFERENCE CHECK AGENCIES ONLY. ³EMPLOYMENT HISTORY CONFIRMED WITH CURRENT OR MOST RECENT EMPLOYER, ON ALL THE TECHNICALLY SELECTED RESOURCES BY BUYER. IF THE PERIOD OF THE CURRENT OR MOST RECENT EMPLOYMENT IS LESS THAN 180</p>	50000.00	150000.00

IBM India Pvt Ltd
VISWANATH M. NARAYANA
91-80-4192-8241

Total Amount

See Over

Delivery period : Deliverables and Services will be delivered as specified in the relevant SOW and/or purchase order. If Supplier cannot comply with a delivery commitment, Supplier will promptly notify Buyer at least 2 working days before the delivery date stipulated in the relevant SOW and/or purchase order of a revised delivery date and Buyer may : (i) cancel without charge Deliverables or Services not yet delivered; (ii) procure such Deliverables or Services elsewhere and charge Supplier the cost differential; and (iii) exercise all other remedies provided at law, in equity and in this Agreement.

ACCEPTANCE OF THIS ORDER IS
SUBJECT TO THE TERMS AND
CONDITIONS ON THE BACK HEREOF
WHICH ARE INCORPORATED AND
MADE A PART HEREOF.

PURCHASING COPY

https://www.ibm.com/procurement/openPdf?file=Ibm_india_english.pdf

December 2019 to current date

IBM standard purchase order terms and conditions

Agreement documents: This Purchase Order (PO), any attachments made a part of this PO, and any documents or clauses incorporated by reference into this PO are the sole and exclusive agreement of Buyer and Supplier for the products and/or services in this PO, and no other document, including the Supplier's proposal, quotation or acknowledgment form, will be part of this PO, unless specifically agreed to in writing by Buyer. Terms contained in the Supplier's response to, or acknowledgment or acceptance of, this PO, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Supplier) are specifically rejected by Buyer. Buyer's offer to purchase as provided in this PO may not be modified by Supplier counter-offers. Notwithstanding the foregoing, if this PO is deemed an acceptance by Buyer of a Supplier offer or counter-offer, then such acceptance is expressly made conditional on Supplier's assent to all of the terms of this PO, including those that are additional to, or different from, the terms of Supplier's offer or counter-offer. The terms and conditions of this PO are subject to change without notice.

Prices: If the PO does not include pricing, the price for the products and/or services provided hereunder will be Supplier's lowest prevailing market price for such products and/or services. Supplier is not entitled to reimbursement of expenses incurred in connection with fulfilling this PO, except as otherwise agreed in writing by Buyer.

Taxes: –Price shall be exclusive of all Indirect Taxes applicable on the scope of this contract, whether the statutory liability to discharge such Indirect Taxes is on the Supplier or Buyer. 'Indirect Taxes' shall include Central Goods and Services Tax ('CGST'), Integrated Goods and Services Tax ('IGST'), State Goods and Services Tax ('SGST') levied by the States, Union Territory Goods and Services Tax ('UTGST') levied by the Union Territories, allied cesses, duties and taxes (hereinafter collectively referred to as 'GST Laws'). Supplier shall pass on any benefits including but not limited to increase in credits of input taxes, decrease in tax rates to Buyer. Supplier shall be solely responsible for charging appropriate Indirect Taxes and timely depositing the same with the relevant authorities to the extent the Supplier is statutorily liable. Any interest, penalties or recoveries by authorities on account of default by the Supplier to be solely borne by the Supplier on its own account. Supplier shall be solely responsible for issuing and making available to Buyer all requisite documents in the manner prescribed under the GST Laws including but not limited to invoices, advance receipt vouchers, credit notes, debit notes, e-permits and way bills. Such documents to specifically capture mandatory details including but not limited to GSTIN, HSN/ SAC, description of the supply, value, applicable Indirect Taxes, place of supply, as prescribed under the GST Laws.

In case any credit, refund or other benefit is denied to Buyer due to any non-compliance by Supplier (such as failure to upload the details of the sale on the GSTN (Goods and Service Tax Network) portal, failure to pay GST to the Government etc.) or due to non-furnishing or furnishing of incorrect or incomplete documents, Supplier shall reimburse Buyer the loss including, but not limited to, the tax loss, interest and penalty. In case Supplier fails to reimburse the amount within forty-five (45) days from the date of intimation thereof, IBM India reserves the right to set off such losses, interest and penalty from the outstanding payable or initiate appropriate legal process for recovery of the same.

Buyer shall deduct applicable taxes under the provision of the Income tax Act on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof.

Terms of payment and acceptance: Unless otherwise mandated by local law, the terms of payment are net 60 days after receipt of Supplier's valid invoice or after receipt of the products and/or services, whichever is later. Payment will not be deemed acceptance of products or services, and such products or services will be subject to inspection, test, acceptance or rejection. At Buyer's option, Buyer may reject products and/or services that do not comply with Buyer's acceptance criteria for a refund or require Supplier to repair or replace such products or re-perform such services without charge and in a timely manner. Buyer may return non-conforming products to Supplier at Supplier's expense.

Termination: This PO may be terminated by Buyer with or without cause. Supplier's breach (or IBM's reasonable belief that Supplier has breached or is likely to breach) of the Ethical Dealings provision constitutes a material breach of this PO and, in such event, IBM may terminate this PO immediately on written notice to Supplier.

Imports and exports: Supplier is the importer and exporter of record, unless Buyer expressly agrees in writing to serve as the importer or exporter. Supplier will comply with all applicable import and export laws and administrative requirements, including the payment of all associated duties, taxes and fees and all applicable laws, regulations, certifications and registrations associated with the import or export of Supplier's products including but not limited to product safety, electromagnetic compatibility, telecommunications, product take-back/recycling and environmental requirements. Upon Buyer request, Supplier will promptly provide all information necessary to export and import products, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number, certification and/or test results relating to the products or services and any other and will notify Buyer in writing of any changes to the information provided by Supplier to export and import products. For products that will be imported by the Buyer, Supplier will provide promptly any requisite information, documentation, certification and/or test results for Buyer to comply with applicable import laws and administrative requirements.

Packages/transportation: Supplier will comply with: (i) all country of origin marking instructions and all Buyer instructions for exports to Buyer; (ii) all packaging and labelling requirements set out in this PO; and (iii) the transportation routing guidelines in this PO and pursuant to the Shipping transportation guidelines. Default minimum requirements for (i) and (ii) are found under Instructions for exports to IBM.

Social and environmental management system: Supplier will comply with the Social and environmental management system supplier requirements. **Risk of loss; delivery:** Title and risk of loss remain with Supplier until products purchased under this PO have been delivered to Buyer at the location specified in the PO and accepted by Buyer. For Supplier's delivery of products, time is of the essence. If Supplier fails to deliver on time, Buyer may purchase replacements elsewhere, and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in this PO.

For a complete version of the standard purchase order terms and conditions, please go to:

https://www.ibm.com/procurement/openPdf?file=Ibm_india_english.pdf

Please contact your local IBM Procurement if you are unable to access the above website.



IBM India Pvt Ltd
www.ibm.com/in

EDI Purchase Order
Do not mail

Purchase Order No.
IG241140
AMENDMENT 002

CONNECTIVITY IT SOLUTIONS PRIVATE LIMITE
D
NO1877 1ST FLR 31ST CROSS 10TH MAIN
BANASHANKARI 2ND STAGE
BANGALORE, INDIA
560070

DATE
19 Mar 2020

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		<p>(CALENDAR) DAYS, THEN EARLIER EMPLOYER MUST ALSO BE CHECKED (EMPLOYER 2); AND ³HIGHEST EDUCATIONAL QUALIFICATION/ CREDENTIALS OBTAINED CONFIRMED WITH THE EDUCATIONAL INSTITUTION.</p> <p>ALL RESOURCES DEPLOYED ON ANY ASSIGNMENT OR PROJECT TO BUYER MUST ALSO POSSESS A CURRENT AND VALID PASSPORT AT ALL TIMES DURING THEIR ASSIGNMENT OR PROJECT. IN ADDITION, SUPPLIER MAY BE REQUIRED TO CARRY OUT ADDITIONAL CRIMINAL CHECKS ON ITS RESOURCES, AS REQUIRED BY BUYER.</p> <p>IN THE EVENT OF ANY BACKGROUND CHECK FAILURE IDENTIFIED DURING THE TERM OF THE PO/WA ON SUPPLIERS PERSONNEL, BUYER HAS RIGHT TO TERMINATE THE PO AND ALSO RECOVER ALL THE BILLING FROM THE START DATE OF PO/WA. BUYER HAS RIGHT TO REVIEW THE TERM OF CONTRACT OR FURTHER BUSINESS OPPORTUNITIES WITH SUPPLIER, IF SUCH REPEATED BACK GROUND CHECK FAILURES OCCUR DURING THE TERM OF THE AGREEMENT. THE MAXIMUM TIMEFRAME TO COMPLETE THE BACK GROUND CHECKS IS 4 WEEKS FROM THE DATE THE RESOURCE IS TECHNICALLY SELECTED</p> <p>=====</p> <p>=====</p>		
Order Currency : INDIAN RUPEES				

IBM India Pvt Ltd
VISWANATH M. NARAYANA
91-80-4192-8241

Total Amount
150,000.00

Delivery period : Deliverables and Services will be delivered as specified in the relevant SOW and/or purchase order. If Supplier cannot comply with a delivery commitment, Supplier will promptly notify Buyer at least 2 working days before the delivery date stipulated in the relevant SOW and/or purchase order of a revised delivery date and Buyer may : (i) cancel without charge Deliverables or Services not yet delivered; (ii) procure such Deliverables or Services elsewhere and charge Supplier the cost differential; and (iii) exercise all other remedies provided at law, in equity and in this Agreement.

ACCEPTANCE OF THIS ORDER IS
SUBJECT TO THE TERMS AND
CONDITIONS ON THE BACK HEREOF
WHICH ARE INCORPORATED AND
MADE A PART HEREOF.

PURCHASING COPY

https://www.ibm.com/procurement/openPdf?file=Ibm_india_english.pdf

December 2019 to current date

IBM standard purchase order terms and conditions

Agreement documents: This Purchase Order (PO), any attachments made a part of this PO, and any documents or clauses incorporated by reference into this PO are the sole and exclusive agreement of Buyer and Supplier for the products and/or services in this PO, and no other document, including the Supplier's proposal, quotation or acknowledgment form, will be part of this PO, unless specifically agreed to in writing by Buyer. Terms contained in the Supplier's response to, or acknowledgment or acceptance of, this PO, if any, that are additional to, or different from, the terms set forth herein (which terms would constitute a counter-offer by Supplier) are specifically rejected by Buyer. Buyer's offer to purchase as provided in this PO may not be modified by Supplier counter-offers. Notwithstanding the foregoing, if this PO is deemed an acceptance by Buyer of a Supplier offer or counter-offer, then such acceptance is expressly made conditional on Supplier's assent to all of the terms of this PO, including those that are additional to, or different from, the terms of Supplier's offer or counter-offer. The terms and conditions of this PO are subject to change without notice.

Prices: If the PO does not include pricing, the price for the products and/or services provided hereunder will be Supplier's lowest prevailing market price for such products and/or services. Supplier is not entitled to reimbursement of expenses incurred in connection with fulfilling this PO, except as otherwise agreed in writing by Buyer.

Taxes: –Price shall be exclusive of all Indirect Taxes applicable on the scope of this contract, whether the statutory liability to discharge such Indirect Taxes is on the Supplier or Buyer. 'Indirect Taxes' shall include Central Goods and Services Tax ('CGST'), Integrated Goods and Services Tax ('IGST'), State Goods and Services Tax ('SGST') levied by the States, Union Territory Goods and Services Tax ('UTGST') levied by the Union Territories, allied cesses, duties and taxes (hereinafter collectively referred to as 'GST Laws'). Supplier shall pass on any benefits including but not limited to increase in credits of input taxes, decrease in tax rates to Buyer. Supplier shall be solely responsible for charging appropriate Indirect Taxes and timely depositing the same with the relevant authorities to the extent the Supplier is statutorily liable. Any interest, penalties or recoveries by authorities on account of default by the Supplier to be solely borne by the Supplier on its own account. Supplier shall be solely responsible for issuing and making available to Buyer all requisite documents in the manner prescribed under the GST Laws including but not limited to invoices, advance receipt vouchers, credit notes, debit notes, e-permits and way bills. Such documents to specifically capture mandatory details including but not limited to GSTIN, HSN/ SAC, description of the supply, value, applicable Indirect Taxes, place of supply, as prescribed under the GST Laws.

In case any credit, refund or other benefit is denied to Buyer due to any non-compliance by Supplier (such as failure to upload the details of the sale on the GSTN (Goods and Service Tax Network) portal, failure to pay GST to the Government etc.) or due to non-furnishing or furnishing of incorrect or incomplete documents, Supplier shall reimburse Buyer the loss including, but not limited to, the tax loss, interest and penalty. In case Supplier fails to reimburse the amount within forty-five (45) days from the date of intimation thereof, IBM India reserves the right to set off such losses, interest and penalty from the outstanding payable or initiate appropriate legal process for recovery of the same.

Buyer shall deduct applicable taxes under the provision of the Income tax Act on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof.

Terms of payment and acceptance: Unless otherwise mandated by local law, the terms of payment are net 60 days after receipt of Supplier's valid invoice or after receipt of the products and/or services, whichever is later. Payment will not be deemed acceptance of products or services, and such products or services will be subject to inspection, test, acceptance or rejection. At Buyer's option, Buyer may reject products and/or services that do not comply with Buyer's acceptance criteria for a refund or require Supplier to repair or replace such products or re-perform such services without charge and in a timely manner. Buyer may return non-conforming products to Supplier at Supplier's expense.

Termination: This PO may be terminated by Buyer with or without cause. Supplier's breach (or IBM's reasonable belief that Supplier has breached or is likely to breach) of the Ethical Dealings provision constitutes a material breach of this PO and, in such event, IBM may terminate this PO immediately on written notice to Supplier.

Imports and exports: Supplier is the importer and exporter of record, unless Buyer expressly agrees in writing to serve as the importer or exporter. Supplier will comply with all applicable import and export laws and administrative requirements, including the payment of all associated duties, taxes and fees and all applicable laws, regulations, certifications and registrations associated with the import or export of Supplier's products including but not limited to product safety, electromagnetic compatibility, telecommunications, product take-back/recycling and environmental requirements. Upon Buyer request, Supplier will promptly provide all information necessary to export and import products, including, as applicable, the Export Control Classification Numbers (ECCN) and subheadings or munitions list category number, certification and/or test results relating to the products or services and any other and will notify Buyer in writing of any changes to the information provided by Supplier to export and import products. For products that will be imported by the Buyer, Supplier will provide promptly any requisite information, documentation, certification and/or test results for Buyer to comply with applicable import laws and administrative requirements.

Packages/transportation: Supplier will comply with: (i) all country of origin marking instructions and all Buyer instructions for exports to Buyer; (ii) all packaging and labelling requirements set out in this PO; and (iii) the transportation routing guidelines in this PO and pursuant to the Shipping transportation guidelines. Default minimum requirements for (i) and (ii) are found under Instructions for exports to IBM.

Social and environmental management system: Supplier will comply with the Social and environmental management system supplier requirements. **Risk of loss; delivery:** Title and risk of loss remain with Supplier until products purchased under this PO have been delivered to Buyer at the location specified in the PO and accepted by Buyer. For Supplier's delivery of products, time is of the essence. If Supplier fails to deliver on time, Buyer may purchase replacements elsewhere, and Supplier will be liable for actual and reasonable costs and damages Buyer incurs. Supplier will promptly notify Buyer if it is unable to comply with the delivery date specified in this PO.

For a complete version of the standard purchase order terms and conditions, please go to:

https://www.ibm.com/procurement/openPdf?file=Ibm_india_english.pdf

Please contact your local IBM Procurement if you are unable to access the above website.