



IMPORTANT COMMUNICATION

GREETINGS FROM WIPRO!!

With an objective of tracking Invoices from Receipt to Payment, we have created a Centralized team - 'INVOICE RECEIVING STATION'. Please note this communication & send your invoices (a copy of the invoice if not original) to Invoice Receiving Station (IRS).

Address to courier the Hard Copy of Invoice: (Applicable to Indian Vendors)

INVOICE RECEIVING STATION-IRS

Wipro Limited - Wivodus
EC1, Tower 4, 5th Floor
72, Electronic City
Hosur Main Road
Bangalore - 560100

Email id to mail the soft copy of Invoice: (Applicable to Non-Indian Vendors)

invoice.receipt@wipro.com

Help Desk : wipro.vendorhelpdesk@wipro.com

Toll Free # : 1800 200 3199 (9AM-5.30PM IST)

GST (Goods and Services Tax)

1. Effective 1st July, With the Implementation of GST all Invoices that will be received at Wipro must carry service providers GST Registration.
2. All Material and services in the invoice must have relevant HSN / SAC codes. Any Invoice that submitted to Wipro without HSN/SAC and GSTN number will be treated as invalid. Such invoices will be rejected.
3. WIPRO GSTN no must be printed in the invoice as shown in the Purchase Order issued by Wipro. This practice must be followed for all invoices .

Team - Invoice Receiving Station (IRS)

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Version no :
Version Date :

PURCHASE ORDER

Vendor Code: 9013016
Company
Connectivity Solutions
PO Box 560070
560070 BANGALORE
INDIA

Purchase Order No. : 6500255643
Our reference SO No : binoyk
Purchase Order Dt. : 18.09.2017
Kind Attn. :
Project WBS : Not applicable
Project Reference : Not applicable

Dear Sir/Madam,

With reference to your quotation reference: _____Quote Ref_____ dated:
_____submitted, we are pleased to confirm our Purchase Order for Supply of
Items as per Annexure: I included in the below purchase order. You are requested
to confirm acceptance of the PO within 3 working days from the date of issue.

BILL TO:

Wipro Ltd
6C
Ground Floor
Hyland Industrial Estate
560068 BANGALORE- HOUSE ROAD
INDIA

SHIP TO:

Wipro Ltd
6C
Ground Floor
Hyland Industrial Estate
560068 BANGALORE- HOUSE ROAD
INDIA

Our Sales Tax Regn. No., and Date:

CST No. :
ECC No. :
TIN No. :
GSTIN: 29AAACW0387R2ZI ;

LST No. :

Range :



All Prices are:	SGST CGST Extra as applicable
Freight	To your account
Insurance	To your account
Delivery Required:	DDL (Door Delivery)
Mode of Delivery	By Road
Payment Terms	Net 60 days from receipt of invoice
Payment Milestones	Not applicable
Delivery Schedule	
Mode of Acceptance	As per our Inward Inspection
Shipping Instructions	Wipro Ltd 6C
Packing Standards	As per standards
Warranties	1 Year
Testing	Not applicable
IQC Conditions	Not applicable
Penalty for breach of contract schedule	Not applicable
Contract riders (Clauses)	Not applicable
Other contractual Stipulations	Not applicable
Purchase Order Validity	6 months from the date of PO
Other Instructions	Email quote date :

Vendor shall follow all instructions as mentioned herein. This P.O. is subject to all the terms and conditions mentioned herein and also all specifications and additional terms and conditions referred to herein and/or attached hereto in Annexure II.

INSTRUCTIONS

1. The PO number must appear on all correspondences and related documents.
 2. Kindly acknowledge receipt and acceptance of this PO, for all terms and conditions, by duly signing and returning the enclosed Acknowledgement copy.
 3. Delivery Challans quoting the Wipro order No., No. of Packages and Wipro part number should accompany the material and a duplicate of this to be enclosed with a duplicate invoice.
 4. Goods must be securely packed to withstand hazards in transit upto the destination and prices mentioned is inclusive of packing charges unless otherwise stated in the order.
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ANNEXURE-I TO PURCHASE ORDER No:6500255643

Date:18.09.2017

Slnno.	Wipro part no. (Mfg part no.)	Description	Dely date	Qty	Uom	Curr	Unit rate.	Value.
1	PWR-C45- 1300ACV () HSN:85044090 Input SGST/CGST 18%	Catalyst 4500 1300W AC Power Supply with Catalyst 4500 1300W AC Power Supply with Int Voice	25.09.2017	4	EA	INR	10,000.00	40,000.00
				0.00 0			0.00	0.00
Po Amount							INR	40,000.00
Tax							INR	7,200.00
Total Po Amount							INR	47,200.00
Amount in words : INR FORTY-SEVEN THOUSAND TWO HUNDRED ONLY								

Vendors Guiding Principles:

At a minimum, Vendors to Wipro Limited, its subsidiaries and its affiliate will be required to meet the following standards with respect to their operations as whole:

- o Laws and Regulations - Vendor will comply with all applicable laws, rules, regulations and requirements in the manufacture and distribution of our products and supplies and in providing services to the company
- o Child Labor - Vendor will not use child labor as defined by local law.
- o Forced Labor - Vendor will not use forced or compulsory labor
- o Abuse of Labor - Vendor will not physically abuse labor
- o Collective Bargaining - Vendor will respect employees' rights to choose whether to be represented by third parties and to bargain collectively in accordance with local law



- Wages and Benefits - Wages and benefits will comply with local law
- Working Hours & Overtime - Working hours and overtime will comply with local law
- Health and Safety Working conditions will comply with local regulations
- Environmental Laws - Vendor will comply with all applicable environmental laws

FCPA compliance:

Vendor and each of its directors, officers, employees, agents or other representatives (collectively referred to as "Vendor") represent and warrant that it will not on behalf of Wipro give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either in India or abroad ("Officials") with an:

- Intent to influence any act or decision in his or her official capacity,
- Induce the Official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or
- Induce to use such Official's influence improperly to affect or influence an act or decision.

Vendor understands and acknowledges that any non adherence to the warranty as stated hereinabove will be violation of the provisions of the U.S. Foreign Corrupt Practices Act, 1977, U.K. Bribery Act 2010 and the Indian Prevention of Corruption Act, 1988 ("Anti- bribery Laws").

In addition, Vendor shall promptly report to Wipro of any incident of breach or potential breach of this section.

Additionally, Vendor shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by Vendor. Wipro shall have the right to terminate this Purchase Order with immediate effect, without any liability whatsoever, if Vendor is in beach of this warranty.

Wipro shall have the right to audit Vendor's compliance with the provisions of this Section at reasonable business hours and after giving reasonable notice.

Declaration against blacklisting:

Vendor represents and warrants to Wipro that as on date of signing of this Purchase Order, it is neither blacklisted/ debarred nor under a declaration of ineligibility by Central / any Sate Government or Government or Semi-Government Organization/ Department or Institution and PSU's in India and abroad. Vendor further undertakes to duly inform Wipro in the event if it is blacklisted subsequent to execution of this Purchase Order. Vendor shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by Vendor. Wipro shall have the right to cancel this



Purchase Order with immediate effect, without any liability whatsoever, if Vendor is in breach of this warranty.

The Vendor agrees that it must be able to demonstrate its compliance with these requirements at the request of and to the satisfaction of Wipro. This includes, but is not limited to Wipro Limited and its other subsidiaries having the right to inspect any site involved in work of Wipro Limited and its subsidiaries or its customers. In the event the Vendor fails to satisfy Wipro and its subsidiaries of its compliance, Wipro reserves the right to immediately terminate any agreements between it and Wipro and its subsidiaries without penalty/liability to Wipro and its subsidiaries but with obligations on Vendor to remedy direct damages suffered by Wipro and its subsidiaries. Subject to the above, all other policies and guidelines of Wipro and its subsidiaries and any other agreements to which the Vendor is a party shall continue in full force and effect.

No Conflict of Interest

Vendor hereby represents and warrants that:

- (i) as on date of this invoice, Vendor (including its directors, partners, officers, employees, agents or other representatives) have no personal relationship with any of the employees of Wipro and
- (ii) none of its directors, partners, officers, employees, agents or other representatives have association/ personal relationship with the customer in respect of the supplies for which over-riding commission (ORC) is claimed under any invoice pursuant to this Purchase Order.

Vendor shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of the warranties under this Purchase Order. Wipro shall have the right to deny the ORC claimed under any invoice pursuant to this Purchase Order and recover, if already paid, the full amount, if Vendor is found to be in breach of these warranties.

Important Note:-

1. Invoice charged with Excise Duty should be in accordance with rule 52A & 173G ON 57G/57T [rule 11 of the Central Excise Rules 2002]
2. Original copy of Invoice(s) should be sent to this office immediately after dispatch, quoting the PO No., RR/LR No. and date of dispatch. Duplicate invoice(s) (Transporter copy) should be sent to this office along with dispatch, quoting the PO No., RR/LR No. and date of dispatch.
3. As an environmental Care organization Wipro promotes & prefers the usage of ECO Friendly Packaging for the products supplied to Wipro. We strongly look forward from you for the supply of goods to us with Re-Cyclable / Re-usable packing Material.
4. The delivery schedule should be as per purchase order; else LD / penalty will be levied to Vendor's account as mentioned in the Purchase Order, post which this Purchase Order shall stand terminated, without any further notice.
5. All retail packages should specify MRP prices. In case of jumbo box



containing individual retail packs both set of materials should specify MRP prices as per Standards of Weights & Measures Act.

6. Helpdesk information: Mail us at wipro.vendorhelpdesk@wipro.com or Call us (Toll free number in India) at 1800-200-3199 between 9.00 AM to 5.30 PM IST (Mon-Fri).

7. Wipro's aggregate liability for all the claims under this Purchase Order, regardless of form of claim, shall not exceed the total consideration under this Purchase Order. Wipro shall not be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to, any loss of use, loss of data, business interruption, and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Vendor shall be liable for any/all damages/losses suffered by Wipro as a result Vendor's default/ delay under this PO.

8. For any taxes not charged/ levied/ short-levied at the time of invoice, Wipro not to be liable for the same at a later point of time.

Yours faithfully
For WIPRO LIMITED

This is computer generated copy and there is no signature required



ANNEXURE-II

General Terms & Conditions

- The Vendor cannot deliver any hardware / software without a valid Purchase Order issued by Wipro. The Vendor should acknowledge the Purchase Order for the acceptance of all Terms and Conditions and should give a firm commitment on the delivery schedule. Wipro should receive the acknowledgement within 24(twenty four)hours from the time of releasing the Purchase Order. In the event of non-receipt of any confirmation within the above-mentioned period, the Purchase Order shall be deemed as accepted. The acknowledgement can be through e-mail, or any other reasonable form of communication. Wipro reserves the right to claim any damages arising out of delays in supply. Also, Wipro reserves the right to cancel the order, with immediate effect, if delivery dates or any other terms mentioned in the purchase order are not met.
- Wipro reserves the right to inspect the material at any stage of manufacturing process and the Vendor shall allow free access to the authorized representatives of Wipro and extend all facilities for carrying out the inspection.
- Goods should be inspected and approved by your quality control department and a certificate confirming the same should accompany the shipment. In case your quality standards are pre certified and hosted in your website reference regarding the same should be made available in the Invoice.
- Vendor should ensure that the ordered materials are packed as per international standards to cover unforeseen transit damages/pilferage.
- A copy of Invoice, Packing list and Airway bill to be faxed/mailed (scan copy) to us immediately after the shipment is effected and one set of non-negotiable documents should be sent to us directly through courier.
- In event of incomplete documents resulting in delay in clearing and acceptance of goods or holding the goods, all charges will be to vendor accounts.
- All rejected materials shall be stored by Wipro at Vendors risk for a period of 15 days from the date of such information to the Vendor by e-mail/fax/phone or letter, and the vendor shall arrange for disposal of the same at his cost. If the rejected material is not collected by the Vendor within the aforesaid time, Wipro shall be entitled to dispose it off and remit the proceeds there from to the vendor after retaining actual disposal cost incurred by Wipro together with freight handling and any other charges, which Wipro would have incurred
- All Hardware / Software supplied against this purchase order / under this Agreement shall meet specifications and perform according to the requirements for the specified warranty period. In case of Software all updates, patches/bugs fixes and installation support should be provided to Wipro without any additional cost.
- In the event of an export of the Products to the destination specified by Wipro, the same may be subject to the approvals required by the Republic of India, United States or any other country's export laws and regulations ('Relevant Export Law'). In order to assure that deliveries, exchanges, license transfers or exports of technology, technical information, programs, documentation, goods or commodities made pursuant to this Agreement do not violate any Relevant Export Law: (i) no such delivery, exchange, license, transfer or export shall be permitted under this Agreement to the extent



prohibited by such laws or regulations; and (ii) Company shall at all times comply with Relevant Export Laws in connection with matters relating to this Agreement.

- The Vendor shall supply the latest version/edition of the Software unless otherwise agreed by Wipro in writing. The Vendor should give prior intimation for End of Life Products and should come-out with a clear Road-map on the future versions/products and support plan for such end of life products till the completion of warranty / support period. The Vendor warrants that the hardware and software supplied by it are non-infringing of any intellectual property rights of any 3rd party.

- The Vendor shall disclose complete information on the hardware or software supplied by it. This shall include information relating to features, the platform compatibility, and cost involved for additional features. The Vendor shall explicitly define the licensing policy of the Software supplied by it or by its principals.

- Vendor shall indemnify, defend and hold harmless Wipro against all damages, including costs and attorney's fees, arising from any demands, claims, suits, judgments or legal actions by any third party based upon any claim that the hardware or software supplied infringe any copyright, trademark, patent, trade secret or other intellectual property rights or proprietary rights worldwide of such third party. Vendor shall also indemnify Wipro and its officers and directors from any claims arising from any accident or damage caused due to an inherent defect in the Products supplied by Vendor resulting in a product liability claim against Wipro or caused due to negligence or any acts or omissions on the part of Vendor or any of its employees or agents while performing its obligations under this Agreement.

- Payment will be effected only upon receipt and acceptance of the items mentioned there off. Payment is subject to the deduction as applicable with-holding tax. Wipro shall issue a Certificate for the Tax Deducted at source enabling the Vendor to claim the exemption. Any demurrage due to late receipt of documents will be to Vendors account.

- Vendor warrants and represents that it shall follow all policies and procedures that may be specified by Wipro, including but not limited to security, access and confidentiality policies. Vendor further agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information of Wipro to any person, firm or business, except to the extent necessary for any services or discussions with the authorized representatives of Wipro and any purpose Wipro may hereafter authorize in writing. Furthermore, the existence of any business discussions, negotiations or Agreements in progress between the parties shall not be released to any form of public media without written approval of both parties. Vendor agrees that it shall treat all Confidential Information of Wipro with the same degree of care as it accords to its own Confidential Information, and Vendor represents that it exercises reasonable care to protect its own Confidential Information, which includes and at a minimum, limiting access of Confidential Information solely to Authorized Personnel. Vendor shall not publicize, or disclose the presence of this Agreement nor use in any manner the name or logos of Wipro without the prior written permission of Wipro's authorized representative. The obligations of Confidentiality under this Agreement shall survive any expiry or termination of this purchase order / Agreement.

- Duties and taxes shall be applicable as mentioned in the Purchase Order.



TDS / Withholding tax shall be deducted wherever applicable.

- All material handling and transportation charges upto the destination (designated floor in multi floor building) shall be to vendor's account unless specified as exclusive in purchase order.
- The Purchase Order Number must be mentioned on all correspondence like invoices, Delivery Challans, packing slip etc.
- All the works of authorship, inventions, improvements, developments and discoveries made or conceived during the course of performance of Services or any other intellectual property are the sole property of Wipro.
- In turnkey contracts a fixed project team including supervisor to be assigned for the site till the end of the project. Any change in the project team without consent of Wipro would attract penalty, if the same leads to customer dissatisfaction or delay in work execution
- Wipro may terminate this PO/agreement without any reasons by providing a prior written notice of 15 days. Either party may terminate this Purchase Order if the other party is in material default of any obligation under this Purchase Order and the said other party has failed to remedy the default within 15 days of written notice from the other party requiring it to remedy the default. No information of the project should be used directly or indirectly that affect project environment without prior consent in writing from Wipro.
- This contract shall be subjected to and governed in accordance with the laws of India. In the event of any dispute arising out of this contract the same shall be settled by final and binding arbitration conducted by a sole arbitrator appointed by both Parties, under Arbitration and Conciliation act, 1996. The seat of arbitration shall be Bangalore and the language of the proceedings shall be English.
- Vendor should provide one Annexure which should be duly signed and stamped along with Vendor Invoice - Annexure should have summary of Item Codes as per Wipro Purchase order VS Item Code as per Vendor Invoice.

Submission of Invoices:

- Vendor will submit original copies of Invoices/GP1 to Wipro immediately on dispatch quoting the order No. RR/LR No. and the date of dispatch / Delivery
- Vendor to ensure all Milestone Sign off's, Joint Statement of Measurement, Delivery Challans etc to be attached along with Vendor's invoice in originals & a copy of Wipro purchase order while submitting the bills to Wipro for payment processing.

For job-work supplies / services

Supply Related

- Supplied components will be charged on the basis of actual consumption duly certified by customer.
- Goods must be securely packed to withstand hazards in transit up to destination.
- No packing charges will provided separately unless otherwise stated in the order.
- All material should be duly insured with a beneficiary as Wipro till the formal acceptance from Wipro or successful completion of contract (as applicable and specified in Purchase Order).

Workmanship Related

- Work permit required from the customer to work in their premises has to be procured by the Vendor.



- Vendor has to plan out consumption of run rate items such as cables, interior works items, civil items etc and ensure appropriate consumption to minimize wastage.
- Vendor has to attend weekly review meetings with the customer and update him on the progress.
- The Vendor should take necessary insurances (life/accidental/health, etc.) for his workers who are involved to deliver services as per this purchase order.
- It is mandatory to ensure that the PF/ESIC/WC policy and registration formalities of the entire Vendor's workers and supervisors at the site are complete and contractor should adhere to all labor laws and minimum wage act as applicable by governing bodies. Wipro shall in no way be responsible for the same.
- The Vendor shall be responsible for any accident occurring while carrying out the job resulting in death or serious injury to the workers; hence Vendor should follow all safety guidelines as per site requirement laid down by the customer.

Material or Workmanship Rejection

- For any lack of workmanship or rejection by Wipro representative or by customer, Vendor will supply necessary material and re-work on the rejection without any additional charges.
- The Vendor shall be responsible for any losses at customer's site due to negligence or lack of supervision; an equivalent amount of penalty would be deducted from the Vendor's bill.

Damage to Customer or Wipro Material

- Once charge of the site is given to the Vendor, they have to bear the cost of damage in case Wipro supplied material is damaged during installation or if the material is lost.
- The Vendor has to be responsible for cleaning up the site after the work is done, any complaint received from the customer on this account or lack of discipline, a penalty of appropriate amount would be deducted from the Vendor's bill.

Warranty on accessories & associated workmanship

- Vendor has to provide minimum of one-year warranty or more as specified in the purchase order, on the supplied material and the associated accessories as well as on the workmanship from the date of final acceptance of the project by Wipro.
- Vendor need to ensure that maintenance of partly commissioned work till the final acceptance of the project.

Testing & Documentation

- Necessary Layout diagrams, test reports or any other requirements as outlined for certification or required by Wipro to be submitted by vendor to Wipro and their customer in minimum triplicate copies.
- Vendor should use only calibrated test equipment traceable to National / International standards along with recommended accessories as specified by the standard governing body or original manufacturer. Calibration reports of test equipments must be made available on request.
- The Vendor has to provide the following items at the end of the project or on demand:
 - Civil, Infrastructure, Architectural, IT etc. Layout diagrams, Logical



network diagram

- o Test reports as required for OEM certification
- o Maintenance guidelines
- o Measurement reports

Training Services:-

- o The training contents and schedule may be altered based on discussions with customer.
- o Vendor shall strictly adhere to the training schedule after freezing the training dates.
- o Training material shall be provided to each participant without any additional charges, unless explicitly mentioned in the purchase order.
- o Vendor shall ensure on site co-ordination for conducting the training, including setting up training room & equipment.
- o Faculty should be qualified for the training and should possess good communication and technical skills.
- o If the customer is not satisfied with the training, Vendor shall conduct the same training again at no extra cost.
- o Vendor shall obtain signoff from customer authority and participants by mentioning the batch and list of participants.
- o Vendor shall obtain feedback on training. The feedback format & acceptance criteria will be finalized with Wipro.
- o Payment shall be on actual nos. covered (no. or batches / participants / certification etc. as applicable) and shall be subjected to TDS as per government regulations
- o Vendor to submit complete bills as per payment terms for the work order along with necessary training completion sign off's from customer, training attendance forms duly signed by all participants for all training days & customerfeedback.



WIPRO PURCHASE ORDER STANDARD TERMS & CONDITIONS(INDIA)

This is a Purchase Order between Wipro Limited, hereinafter referred to as "Wipro" and the vendor/supplier/ contractor/service provider identified on the face of this Purchase Order , hereinafter referred to as "Seller". Wipro and Seller explicitly agree that the following standard terms and conditions of contract, including those detailed on the face of this Purchase Order, (collectively referred to as "the Agreement") shall apply to this Purchase Order.

1. Order Acceptance: Seller shall acknowledge in writing all terms and conditions and adhere to the commitment('Order Acceptance') of the delivery schedule within twenty-four (24) hours from the receipt of Purchase Order. In the event of non-receipt of Order Acceptance by Wipro within the above mentioned period, and/or the Seller fulfills the materials / services listed on this Purchase Order, the Purchase Order shall be deemed to have been accepted in all respects. The Order Acceptance can be via e-mail, post or courier. The Seller shall not alter, amend or delete any of the terms and conditions included within this Order and the Seller expressly agrees that this Order takes precedence over any terms and conditions contained within any Seller quotation, proposal, order acknowledgement and / or other documentation (whether or not such alterations, amendments or deletions or differences materially alter this Purchase Order or not.) No change, modification revision or amendment of this Purchase Order shall be valid unless agreed in writing by an authorized representative of Wipro.

2. Delivery: Seller shall deliver the materials / services on or before the due date specified in Purchase Order. In the event of delayed shipment / Delivery beyond 30 days, Wipro reserves the right to cancel the Purchase Order with no liability to the Seller. Furthermore, wipro has the right to claim any damages arising from such delay. Any demurrage due to late receipt of documents will be debited to Seller's account. The Seller shall promptly advise Wipro of any delay in delivery. The Seller's performance shall not be considered to be complete until the materials / services have been accepted by Wipro.

3. Supply of Spares: Seller hereby warrants that it shall ensure supply of spares including their equivalents for the main equipment and other accessories under the Purchase Order for a period of fifteen (15) years, unless otherwise specified, from the date of supply of the main equipment. In the event of any proposed discontinuance of manufacture of the spares and/ or their equivalents required for the equipment, Seller shall provide at least twelve (12) months notice to Wipro to enable it to place order for life-time spares of the equipment.



4. Inspection and Conformance: The materials/services should be strictly in accordance with Wipro's requirements and specifications as in the Purchase Order and accompanying documents, wherever applicable. Any revision or modification thereof must have prior written approval of Wipro. Materials / services not as per Wipro's specifications shall be treated as defective. Seller shall provide complete information of the materials / services being supplied. This shall include information relating to features, platform compatibility and conformance to specifications, changes in product / process definition and cost involved for the additional features. Seller shall provide Certificate of Conformity/ User Manuals / Test Reports and any other documentation as requested by Wipro with the shipment, as required. Seller shall inform Wipro on any non-conformity in the products / services already supplied to Wipro, if noticed after shipment /delivery. In such a case, Seller shall make arrangements for Wipro's approval of such non-conforming products / services, failing which Seller shall provide free replacement(s) or re-perform the services at no cost to Wipro, as the case may be. Wipro reserves the right to inspect the material at any stage of the manufacturing process and / or to review the service being provided and Seller shall allow free access to Wipro, the authorized representatives of Wipro and / or Wipro's customers where the materials / services are direct, and / or representatives of statutory bodies and extend all facilities and assistance in carrying out the inspection / review. No inspection / review made prior to the final acceptance or testing shall relieve the Seller from meeting the requirements of this Purchase Order.

5. Rejections: All rejected/defective materials will be stored byat Seller's risk for a period of fifteen (15) days from the date of intimation to Seller by e-mail/fax/telephone/courier/post and Seller shall promptly arrange for the collection and removal of the same at its cost. In case the rejected/defective material is not collected by Seller within this time, Wipro shall be entitled to dispose of them and remit the proceeds therefrom to Seller after retaining any disposal costs, incurred by Wipro, together with freight handling and any other charges that Wipro incurs.

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6. Price Confirmation: Seller hereby confirms the prices charged to Wipro are the same or lower than the officially published list price for the materials /services and that such price is no higher than the price charged to any other similarly placed customers of Seller.

7. Payment: Payment will be effected by Wipro only upon receipt and acceptance of the materials/services specified in the Purchase Order and receipt of a valid invoice, including all supporting documentation. Payment terms will be the terms agreed upon on the Purchase order and payment shall be 60days from the receipt of a



valid invoice unless otherwise agreed in Purchase Order , subject to acceptance of the materials / services specified in the Purchase Order. Payment is subject to the deduction as per applicable withholding tax. Wipro shall issue a Certificate for the Tax Deducted at Source (TDS) to enable Seller to claim tax exemption.

8. Billing: All invoices shall be forwarded to the correct billing address shown on the face of the Purchase Order, and will also show the correct Purchase Order number. All necessary documentations specified by Wipro must accompany the invoice. Invoices containing the incorrect billing address, not showing the correct Purchase Order number or failing to include the correct supporting documentation will be returned to the Seller unpaid.

9. Taxes and Other Duties: Except as may be otherwise provided in the Purchase Order, the price(s) set forth herein shall be fully inclusive of all statutory taxes and other duties that Wipro is legally liable to pay.

10. Guarantee / Warranty: Materials / equipment / accessories supplied under the Purchase Order shall be guaranteed by Seller against any defect or deficiency in material, design, manufacture or as otherwise detailed within the Purchase Order, for a period sixty (60) months (unless otherwise specified in the Purchase Order) from the date of final acceptance at Wipro's site ('Guarantee Period'). During the Guarantee Period and upon written notice from Wipro indicating the the nature of the fault, Seller shall remedy all defects or deficiency deficiency in design, material and workmanship that are identified or may arise during normal and proper use of the materials / equipment/ accessories in accordance with Seller's recommendations contained in the operating manual or other documentation that is provided at the time of delivery or as per any agreed specifications included within the Purchase Order. For services performed under this Purchase Order, Seller shall warrant that all services will be performed in strict conformance to the agreed specifications or in a professional, workman like manner of a quality no less than that which is performed by leading professional organizations operating in the industry.

11. Intellectual Property: Seller shall warrant and shall be deemed to have warranted that all materials and services supplied against the Purchase Order are free of infringement of any patent, copyright, design, or trademark or any other intellectual property right (collectively "IPR"), and shall at all times indemnify Wipro against all claims of IPR infringement, which may be made in respect of the materials and or services supplied. Seller warrants the originality of all hardware or software supplied by Seller. In the event that Wipro suffers any loss, expenses or damage due to a claim or alleged claim of infringement, Seller shall make good such loss Wipro's legal costs of defending such claim.



Each Party owns, and will continue to own all right, title and interest in and to any inventions, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively , "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner. However, if services and or processes are designed and developed exclusively for Wipro, based on Wipro's specifications, then all such deliverables will become the sole property of Wipro and Seller will not use such deliverables for any other purpose. To the extent necessary to vest such sole and exclusive ownership in Wipro, Seller and/or its personnel hereby irrevocably assign to Wipro (and, as applicable, its successors and assigns) any and all rights in and to such proprietary information. Seller hereby grants to Wipro a perpetual, transferable, royalty-free, worldwide sub-license to use any other Seller intellectual property and or materials, which are either incorporated into any deliverable or used on their own by Wipro.

12. Reference Checks: In case of the provision of or the deployment of personnel resources, Seller shall undertake all the necessary reference checks and verify all the relevant personal details of such resources as would normally carried out by leading professional organizations operating in the industry. The Seller shall confirm that such checks and verifications have been completed to the satisfaction of Wipro prior to such resources commencing work under this Purchase Order. In the event of change of personnel arises the Seller shall provide, similar information in respect of any replacement personnel. Personnel may only be changed or replaced with the prior written approval of Wipro. The Seller shall be responsible for all costs associated with any handover or change and shall ensure that the service provided continues uninterrupted.

13. Statutory Compliances: Seller shall provide all necessary documentation / respective government approvals and necessary formalities, including, but not limited, to sealing of containers to ensure that the supply transaction is fully compliant with the law before effecting supply to Wipro. Wipro will neither be responsible nor will entertain any claim on account of Seller's non-adherence to compliance/ documentation/ approvals. Seller shall obtain Wipro's prior written consent for any deviations in this regard. Wipro shall provide reasonable assistance to enable Seller to obtain necessary approvals prior to the shipment if so affected. In the event of provision or deployment of personnel, the Seller shall be responsible for ensuring that the necessary permissions/approvals are obtained from any competent statutory bodies or agencies - for example labor authorities - before accepting the Purchase Order.



14. Non-Disclosure: Seller represents and warrants that it shall follow all policies and procedures that may be specified by Wipro including, but not limited, to security, access and confidentiality policies. Seller further agrees that it will not make use of, disseminate, or in any way disclose any Confidential Information of Wipro to any person, firm or business, except to the extent necessary for any services or discussions with the authorized representatives of Wipro and any purpose Wipro may hereafter authorise in writing. Furthermore, the existence of any business discussions, negotiations or agreements in progress between the parties shall not be released to any form of public media without the written approval of Wipro. Seller agrees that it shall treat all Confidential Information of Wipro with the same degree of care as it accords to its own Confidential Information and represents that it will exercises reasonable care to protect its own Confidential Information, which includes at a minimum, limiting access of Confidential Information solely to its authorized personnel. Seller shall not publicise, or disclose the presence of this agreement nor use in any manner the name, trade mark or logo of Wipro without the prior written consent of Wipro. The obligations of Confidentiality under this Agreement shall survive the expiry or termination of this Agreement.

15. No Assignment: The Purchase Order shall inure to the benefit of and be binding upon the respective successors and permitted assigns of Wipro and Seller. The Purchase Order shall not be assigned in whole or in part by Seller without prior written consent of Wipro. Wipro shall have the right to assign this Purchase Order upon advance written notice to Seller.

16. Compliance to Anti-bribery Policy: Seller and each of its directors, officers, employees, agents or other representatives represents and warrants that it will not in connection with its obligations under this Purchase Order or any other agreement with Wipro, give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organizations or officials of any political party either either in India or abroad ("Officials") with an;

- a) Intent to influence any act or decision in his or her capacity.
- b) Induce the official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage or
- c) Induce to use such official's influence improperly to affect or influence an act or decision.

Seller understands and acknowledges that any non-adherence to the warranty as stated hereinabove will be violative of the provisions of the U.S. Foreign Corrupt Practices Act, 1977, U.K. Bribery Act



2010 and the Indian Prevention of Corruption Act, 1988 ("Anti- bribery Laws"). In addition, Seller shall promptly report to Wipro of any incident of breach or potential breach of this section. Additionally, Seller shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by Seller. Wipro shall have the right to terminate this Agreement with immediate effect, without any liability whatsoever, if Service Provider is in breach of this warranty.

In connection with the supply of materials and /or services under this Purchase Order neither Seller nor any of its directors, officers, employees, agents or other representatives shall directly or indirectly make or attempt to make any payment, offer or promise to make any payment or take or attempt to make a payment, or provide property or anything else of value, including any commissions, monies, share in profits, loans and or services to any government official, third party, customer, or potential customer or previous customer, firm, entity, individual, and /or organization of Wipro or any third party in seeking or making a favour in the conduct of business activities in violation of any statute or regulation in any country of the world, which has the objective of corruption of any nature whatsoever or in violation of Wipro's Code of Business Conduct or Ethics; a copy of which can be made available upon written request. In addition, Seller shall promptly report to Wipro of any incident of breach or potential breach of this section. For more details, please refer Wipro's Supplier Code of Conduct/Wipro's Code of Business Conduct and Ethics at [http://www.wipro.com/investors /corporate-governance/or](http://www.wipro.com/investors/corporate-governance/or) at <https://supplierconnect.wipro.com/>

17. Indemnity: Additionally, the Seller shall indemnify, save and hold harmless Wipro, its subsidiaries and affiliates, officers, directors and employees, against any and all losses, penalties and expenses, including court costs and reasonable attorney fees, resulting from any breach of this warranty by the Seller. Wipro shall have the right to terminate this Agreement with immediate effect, without any liability whatsoever, if Seller is in breach of this warranty.

18. Wipro Audit Rights: Wipro shall have the right to audit Seller's compliance with the provisions of this Section during normal business hours and upon giving reasonable notice to Seller. During the term of the Agreement and for a period of 18 months thereafter, Wipro and its agents, auditors (internal and external), regulators and other representatives will have the right to inspect, examine and audit the systems, books and records (including supporting documents and in whatever form the books, records and supporting documentation may be kept, written, electronic or



other), data, practices and procedures of the Seller, that are used in connection with this Agreement for any of the following purposes:

- a) to verify the accuracy of seller's invoices;
- b) to verify the integrity of wipro data and compliance with the anti-corruption, data privacy, data protection, confidentiality and security requirements of the agreement; and
- c) to verify the seller's compliance with other provisions of the Agreement.

Seller will cooperate fully with the audits and provide such assistance as the auditors may reasonably request.

19. Audit Follow-up: Following an audit, Wipro may provide with a written report summarising the audit's findings. Within 30 days after receiving a report from Wipro containing the audit findings, Seller will meet with Wipro to jointly develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.

20. Records: In support of Wipro's audit rights, Seller will maintain (i) financial records relating to the Agreement in accordance with applicable legal requirements, (ii) records substantiating Seller's invoices, (iii) records pertaining to Seller's compliance with the laws, and (iv) such other operational records pertaining to the Agreement as Seller keeps in the ordinary course of its business and in the provision of services or materials to Wipro. Seller will retain such records for the longer of two years after the expiration or termination of the Agreement or as otherwise required by applicable law. Seller will make such records available to Wipro and its auditors, agents and representatives for examination and copying upon request at Seller's offices or place of business (or if such records are not available at Seller's office or place of business, then at another location convenient to Wipro and without undue delay.)

21. Liquidation: In the event Seller dissolves or goes into bankruptcy or causes to be wound up except for reconstruction purposes or carries on its business under a Receiver, the representatives of or any receiver or liquidator or any person in whom the contract may be vested shall forthwith issue notice thereof in writing to Wipro and shall remain liable for the successful performance of the Agreement and nothing aforesaid shall be deemed to relieve Seller or its successor of its obligations under the Purchase Order under any circumstances.

22. Imports: If any of the products are imported into any other country by the Seller, Seller will be responsible for all legal, regulatory and administrative requirements associated with any importation and the payment of all associated duties, taxes and fees. If Wipro is the Importer of Record, Seller will be responsible for supplying information to facilitate the import, which includes a proper Commercial invoice with (i) ship to bill to information; (ii) bill from information; (iii) description of goods; (iv)



classification of goods; (v) Country of Origin of goods; (vi) fair market value of goods; and (vii) weights and dimensions of goods.

23. Insurance: Insurance: Seller will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Wipro in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Seller further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Seller in the jurisdiction or jurisdictions in which Seller's operations take place.

24. Termination:

a) Termination for Convenience: Wipro may terminate this agreement in whole or in part, with or without cause at any time by providing thirty (30) days' written notice to Seller or as otherwise specified within the Purchase Order. If a Purchase Order is so terminate Wipro shall make payment to Seller only for that portion of any Purchase Order actually delivered and accepted prior to the date of termination. Under no circumstances shall Wipro be liable for other damages whatsoever, including loss of profit or anticipated profit due on account of such termination. Notwithstanding any partial termination of any Purchase Order, Seller shall continue to perform and complete those parts of any Purchase Order not so terminated.

b) Termination for Default: Wipro may, by written notice of default to Seller, terminate the whole or any part of any Purchase Order in any one of the following circumstances:

i) Seller fails to make delivery of the materials or to perform the services within the time specified herein or any extension thereof ;or

ii) Seller fails to perform any of the other provisions of the Purchase Order or so fails to make progress as to endanger performance of the Purchase Order in accordance with its terms, and does not cure such failure within a period of ten (10) days (or such longer period as wipro may authorize in writing) after receipt of notice from the wipro specifying such failure;

iii) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due; or

iv) Seller fails to provide Wipro adequate assurance of due performance by Seller.

c) Blacklisted or Suspended by Public Financial Institution(Embargo Listing): "In the event, the Company becomes aware of (i) any suspension or blacklisting orders passed; and/or (ii) any penalties levied, against the vendor by a Public Financial Institution, a globally recognized commercial body or other similar institution or agency or a government/regulatory body in any country for any



reason whatsoever, then, the Company shall have the right to take appropriate action against the vendor including without limitation issuing show cause notice or forthwith terminating the PO or all/ any contracts with the vendor. The vendor agrees to cooperate with the Company in all investigations that the Company undertakes and/or provide the Company with all documents reasonably required by the Company, in this respect."

If any Purchase Order is so terminated, Wipro may procure or otherwise obtain, upon such terms and in such manner as Wipro may deem appropriate, materials and / or services similar to those terminated. Seller, subject to the exceptions set forth below, shall be liable to Wipro for any additional costs of incurred in procuring such similar materials and / or services.

Seller shall transfer title and deliver to Wipro, in the manner and to the extent requested in writing by Wipro at or after termination, such complete articles partially completed articles, property, materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has produced or acquired for the performance of the terminated part of any Purchase Order and Wipro will pay Seller the contract price for completed articles to and accepted by Wipro and the fair value of the other property of Seller so requested and delivered.

Seller shall continue performance of the Purchase Orders to the extent not terminated. Wipro shall have no obligations to Seller in respect to the terminated part of any Purchase Order except as provided herein.

25. Force Majeure: No failure or omission by Seller or Wipro to carry out or observe any of the conditions or obligations to be performed hereunder shall, except as expressly agreed to the contrary herein, give rise to any claim against the other party or be deemed to be in breach of this Agreement if such a failure or omission arises from a cause reasonably beyond the control of the party claiming a ForceMajeure event or Force Majeure.

26. Limitation of Liability: Notwithstanding anything to the contrary, the total liability of Wipro under the Purchase Order shall not exceed the total amount paid to Seller for materials / services under the Purchase Order under which the liability arises. Neither party shall have any liability whatsoever of any nature, for indirect, consequential, punitive or speculative damages including, but not limited, to loss of profits, revenue, reputation or goodwill.

27. Social Responsibility and Protection of Environment: Seller shall comply with the applicable statutory provisions governing the treatment of employees, environmental protection, health and safety at work, to work on reducing the adverse effects of its activities on humanbeings and the environment. In this regard, Supplier shall set-up and further develops a management system in accordance with the standards specified in ISO 14001 to its fullest ability.

28. Severability: In the event of any of these terms, conditions or provisions



hereof is held to be invalid, unlawful or unenforceable such term, condition or provision shall, to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law and both parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalidated provision.

29. Notices: All notices, requests and other communications under the Purchase Order must be in writing by registered post or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given three (3) business days after it was mailed, as evidenced by the post mark. If delivered by hand, any such notice will be considered to have been given when received by the party to whom the notice is given, as evidenced by the written and dated receipt of the receiving party. The mailing address for notice to either party will be the address as given in the front sheet of the Purchase Order. Either party may change its mailing address by written notice to the other party.

30. Governing Law and Dispute Resolution: The Governing law of the contract will be the laws of India. All disputes, differences of opinion and controversies arising between the Parties out of this PO shall be resolved amicably, failing which they shall be finally settled by a sole arbitrator mutually appointed by the Parties herein. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof for the time being in force. The award of the arbitrator shall be a reasoned award and shall be final and binding on the Parties. The arbitration proceedings shall be conducted at a mutually decided venue at Bangalore and the award shall be rendered in English Language. During the pendency of any arbitration proceedings, the Parties shall continue to perform their respective obligation under this PO. Attorneys' fees will be borne by the respective parties thereto. The costs of arbitration will be borne equally by the parties. Notwithstanding the foregoing, the parties will be free to pursue injunctive relief and restraining orders relating to the parties' proprietary rights and confidentiality obligations as stated above in the competent Courts. Judgment on any arbitration award may be entered in any court having proper jurisdiction. Each party will promptly pay its share of all arbitration fees and costs (provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator). If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other). The governing law of the contract will be the laws of India and courts at Bangalore shall have exclusive jurisdiction.



31. Non Solicitation: Seller will not, during the term of this Purchase Order and for a period of one (1) year thereafter, either directly or indirectly, solicit, recruit, employ or hire the employees of Wipro.

32. Binding Terms and Conditions: The above terms and conditions are binding upon parties on all transactions regarding the subject matter hereof and shall supersede all prior correspondences unless there is a valid agreement in place between the Parties and said agreement is referenced on the face of this Purchase Order. Parties may ,however, modify the above terms in the respective Purchase Order by the mutual written agreement of the authorized representatives of Wipro and Seller.

33. Data Protection: Service Provider shall be held liable for loss of data caused to Wipro arising out of Service Provider services under the PO .

34. Survival Clause: The sections pertaining to Liability, Indemnity, warranty and any other sections which by its nature survive shall survive upon termination of the PO.

You are encouraged to raise any concern on procurement or business relationship with Wipro,(concerns that you believe cannot be resolved satisfactorily through normal business channels), with our Corporate Ombudsperson at **ombuds.person@wipro.com** or through our website **<http://www.wipro.com/investors/Pages/corporate-governance.aspx>**