Rev 00

Terms and Conditions of order :

By acceptance of the Purchase Order, the Supplier hereby undertakes to ensure strict and full compliance (by its employees) with the Buyer's Code Of Business
Conduct and Ethics (COBCE) and Ombuds policy as updated from time to time. Any noncompliance shall be treated as material breach of this PO resulting in
termination of the contract, blacklisting for future projects and legal proceedings which Buyer may find appropriate.

By clicking the links provided below, the Supplier can download detailed COBCE & Ombuds Policy of the Buyer
https://wiproenterprises.com/cobce/
https://wiproenterprises.com/ombuds-policy/
Further Supplier can also lodge a complaint to the Ombuds directly by clicking the link provided below in case of finding any violations of Buyer's COBCE policy
https://wipro.i-sight.com/landing-page
Contact address as follows: www.wiproombuds.com, Toll free:000-800-100-7980, ashim.ghosh@wipro.com

1. Delivery: Time is the essence of this order. In the event of Vendor's failure to deliver as and when specified, the Buyer reserves the right to cancel this order or any part thereof without any intimation to the Vendor and without prejudice to other rights of Buyer and the Vendor agrees that the Buyer may return part or all of any shipments made and may charge the Vendor with any loss or expense sustained as a result of such failure to deliver as and when specified.

2. Railway/Lorry/Airway receipt: Clean Railway/Lorry receipt should be sent to the Buyer without loss of time so as to avoid demurrage. Any demurrage paid due to the late receipt of documents will be to Vendors account.

3. Quality: If the Buyer finds that the materials supplied are not of the ordered quality or not according to the specifications required by the Buyer or received in damaged or broken condition, the Buyer will be entitled to reject the materials, cancel the contract and buy his requirements from any other source and recover the loss, if any, from the Vendor. Where no standard is specified, supplies must be made to IS specifications or established commercial standards.

The buyer reserves the right to inspect the materials at any stage of manufacture. The Vendor shall allow free access to the Buyers authorised representative to inspect all manufacturing processes and extend facilities for carrying out the inspection. Buyer's acceptance of materials with or without inspection does not relieve the Vendor of his responsibility to ensure that the materials are correct and in accordance with the terms of the specification.

The Buyer may adopt any means to satisfy himself that the materials supplied are in accordance with the test certificate provided Should it not be so the the materials will be rejected.
In case no test certificates are available the materials will be tested by the Buyer. If the materials are not as per the specification, it will be rejected. Cost of test pieces actually consumed for testing purpose will be to the Vendors account.

The Supplier shall be given opportunity to rework the defects by undertaking adequate corrective actions in the form of repair or delivery of substitute Products/components. If such corrective actions cannot be with the stipulated period or the risk of production disturbances, then at the Buyer's discretion, the Buyer shall be entitled to take product corrective action at the Supplier's expense.

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Corrective and preventive action (CAPA) : for any complaints sent by Buyer needs to be implemented/responded by Supplier within 7working days from the date of receipt of complaint.

In the event of non acceptance of Buyer's test result by the Vendor material will be handed over to mutually agreeable independent test house for testing. Cost of such test will be borne by the Buyer, only if the Buyer's results are proved wrong by the independent test house.

4. Quantity: Payment will be made on the basis of nett quantity received at the Buyer's Works. The weight and the measure as ascertained at the Buyer's Works will only be taken as correct and final irrespective of weights and measures indicated in the Vendor's invoice and challan .If the quantity is found to be in excess of the quantity ordered by the Buyer, the Buyer shall be entitled to reject the excess and will not be responsible for such goods. Buyer reserves the rights to cancel or amend the Purchase Order quantities due to market demand fluctuation, which are beyond Buyer's control.

5. Rejected materials: All rejected materials will be stored by the Buyer at the Vendor's risk for a period of 15 days from the date of such information to the Vendor and the Vendor shall arrange for their disposal at his cost. If the rejected material is not collected by the Vendor within the aforesaid time the Buyer shall be entitled to dispose it off and remit the proceeds there from to the Vendor after retaining the actual disposal cost incurred by the Buyer.

6. Payment: Except where otherwise stated on the face of this order, payment will be made by the Buyer against the invoice within 45 days of delivery of the goods to the Buyer or receipt of all documents by the Buyer or whichever is later, provided goods are accepted by the Buyer. Buyer reserves the right to set off or adjust any amounts due arising out of any Purchase Orders or contracts from the amount payable under this Purchase Order and the Buyer is obligated to pay only the balance amount due if any after such set off or adjustment.

All bank charges including any interest on account of delays which are beyond Buyer's control will be to the Vendor's account if the documents are negotiated through Bank. Goods despatched either by VPP or documents presented through Bank will not be accepted unless it is specifically mentioned in this order. Payment if any made prior to the Buyer' s inspection does not constitute the acceptance thereof. Any advance made, shall distinctly be shown on the invoice.

6.1. Payment Terms applicable in case of MSME Supplier:
The Buyer shall be obligated to make the payment to the Supplier only upon the actual delivery of goods or rendering of the services which shall be delivered and/or rendered by the Supplier in strict accordance to specifications as enumerated under the POs/Contracts. The Buyer shall be entitled to raise objections with the Supplier within a period of fifteen (15) days from the date of receipt of goods or rendering of services if the goods or services are not delivered/rendered either in accordance with the agreed specifications or in accordance with other terms and conditions and in such a case the day of acceptance of the goods and services shall be construed to be the day when the Supplier rectifies the objections to the satisfaction of the Buyer.

The Buyer shall make the payment to the Supplier with a period of forty five (45) days from the day of acceptance of goods/services subject to the deduction of applicable withholding tax. Company shall issue a Certificate for the Tax Deducted at Source (TDS) to enable the Supplier to claim tax exemption.

7. Price: The buyer will not allow any revision in price during the Contracted period.

8. Warranty and liability:
The Supplier warrants that the Products/components comply with the mutually agreed product specification and the other provisions of this PO/Scheduling Agreement. The standard warranty period is 24 months after the Product is taken into use.

The Supplier shall be obligated to cure defects by undertaking adequate corrective actions such as repair of defective Products or delivery of substitute Products and, to compensate the Buyer for costs or damages arising thereon due to such defective Products. The Supplier shall not be liable for Buyers indirect costs or damages due to defective Products except when the defect is caused by the non-conformance of the Supplier's product/component.
In case there is a risk of an end product causing personal injury or property damage due to defect in the supplied Product, Buyer has the right, after informing Supplier, to do are call of the end product. Buyer will inform Supplier about the risks, the corrective actions and the cost and damages which the Supplier needs to incur. Supplier will take an active role in the recall. Supplier will compensate Buyer for all its direct costs in conjunction with such recall. In case of Quality issues all disputes will be solved with mutual discussion. In case of unresolved issues, the decision of the buyer is final and binding on supplier.
9 Confidentiality: "Confidential Information" means all information relating to the financial arrangement between the parties in connection with the Purchase Order or any subsequent orders of the Buyer and all drawings, designs, documents, raw material specifications and other technical information about the materials or any intellectual property of the Buyer which is not in public domain, such information shall include any purchase history of materials purchased by the buyer from the Supplier, annual or quarterly sales figures and information relating to the purchasing officers of the Buyer, these Terms (which are copyright and confidential), the process of bidding or short-listing of suppliers and the Buyer's intellectual property in general.

The Supplier shall not disclose any Confidential Information, wholly or partly, to any third party, nor shall the Supplier use or permit third party to use Confidential Information disclosed to the Supplier, directly or indirectly by the Buyer. The obligation of confidentiality contained in the Clause shall not apply or (as the case may be) shall cease to apply to information which:
a. at the time of its disclosure by the Buyer is already easily available in the public domain or which subsequently enters the public domain other than by any act or omission of the Supplier or the Supplier's employees;
b. is already known to the Supplier (as evidenced by written records) at the time of its disclosure by the Buyer and was not otherwise acquired by the Supplier from the Buyer or any third party under an obligation of confidentiality;
c. is legally required to be disclosed by applicable Law or pursuant to the orders of a court of competent jurisdiction or government department or agency.
The Supplier shall take all reasonable precautions to prevent the Confidential Information from reaching any third party, provided that the Supplier may disclose appropriate parts of the Confidential Information to any employees of the Supplier who reasonably require the same subject to an express personal obligation of confidentiality of the recipient that is enforceable both by the Supplier and the Buyer. The Supplier shall keep its employees informed about Confidential Information and ensure that confidentiality provisions contained herein are observed and followed by them at all times.

The obligations of Supplier under this Clause shall survive in perpetuity even after expiry or termination of the Purchase Order. Supplier acknowledges that money damages may not be a sufficient remedy for any breach of this Clause by it, its affiliates, or its representatives. Accordingly, Supplier agrees that in the event of any such breach, the Buyer, in addition to any other remedies at law or in equity that it may have, shall be entitled to equitable relief, including injunctive relief or specific performance or both.

10. In the event of any article sold and delivered here under shall be covered by any patent, copy right or application thereof the Vendor shall indemnify and save Buyer harmless from any and all losses, cost of expenses on account of any and all claims, suits of judgements on account of the use of sale of such article in violation of the rights under such patent, copy-right or application.

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11 Miscellaneous:

a.**Compliance to Applicable Laws:**: The Supplier undertakes to comply with all applicable laws of the county where the Products are manufactured and such other instructions so provided by Wipro in the purchase order. Without limitation to the foregoing, Supplier shall comply with all applicable affirmative action and all other contract articles at Supplier's expense and shall secure and maintain in full force during the term of this PO/Scheduling agreement, all licenses, permits, approvals, authorizations, registrations and certificates, as required by statute in connection with the performance of its obligations hereunder. At Wipro's request, Supplier shall provide to Wipro, copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates for its reference / records.

b . It is expressly understood that the Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture partner of Wipro. Nothing herein shall be deemed or construed as creating a Joint Venture or Partnership between the Supplier and Wipro. Neither party has the power or authority to bind or commit the other.

c. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure.

For purposes of this PO/Scheduling agreement, "Force Majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, explosion, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of god and delays therein.

A party affected by Force Majeure event shall promptly provide notice to the other, explaining the nature and expected delay thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a Force Majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made up on the resumption of performance.

d. To the extent possible, each provision of this PO/Scheduling agreement and any purchase order shall be interpreted in such a manner as to be effective and valid under applicable laws. If any provision of this PO/Scheduling agreement or any purchase order is declared invalid or unenforceable by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire PO/Scheduling agreement or purchase order, but rather the entire Agreement or purchase order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

e. This PO/Scheduling agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter .

f. All provisions of the Annexure hereto are incorporated herein and made part of this PO/Scheduling agreement. In the event of any apparent conflict between any provision set forth in the main body of this PO/Scheduling agreement and any provision set forth in Annexure , the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this PO/Scheduling agreement shall prevail and hold control on the other.

g. Headings used in this PO/Scheduling agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this PO/Scheduling agreement.

h. No modification or amendment to any of the terms or conditions of this PO/Scheduling agreement shall be valid or binding unless made in writing and duly executed by both the parties hereto.

i. Terms and conditions of sale as stated in this order govern in the event of conflict with any terms of Vendors proposal and are not subject to change by reason of written or verbal statement by Vendor, or by any terms stated in Vendor's acknowledgement unless the same be accepted in writing by the Buyer.

12. Dispute: Any dispute regarding this contract shall be deemed to have arised in Bengaluru and only competent court in Bengaluru will have jurisdiction.

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13. Buyer may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous customs, practice or course of dealing to the contrary.

14. At a minimum, Vendors to Wipro Enterprises (P) Limited, its subsidiaries and its affiliate will be required to meet the following standards with respect to their operations as whole:
Laws and Regulations-Vendor will comply with all applicable laws, rules, regulations and statutory requirements in the manufacture and distribution of products and supplies and in providing services to the Company
Child Labour-Vendor will not employ children in its performance of contract(#Children# shall mean as defined by local law).
Forced Labour-Vendor will not use forced or compulsory labour
Abuse of Labour-Vendor will not physically abuse labour
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

15.Declaration against blacklisting- Vendor represents and warrants to Buyer that, as on the date of signing of this Purchase Order, it is neither blacklisted/ debarred nor under a declaration of ineligibility by Central / State or Semi-Government Organization/ /Department or Institutions and PSU's in India and abroad. Vendor further undertakes to duly inform Buyer in the event if it is blacklisted subsequent to execution of this Purchase Order. Vendor shall indemnify, save and hold harmless Buyer, its subsidiaries, affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting rom any breach of these warranties by Vendor. Wipro shall have the right cancel this Purchase Order with immediate effect, without any liability whatsoever, if Vendor is in beach of the warranties. 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 beach of these warranties.

16.No Conflict of Interest
Vendor hereby represents and warrants that:
i. As on date of this Purchase Order, 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 Vendors 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.

17.Limitation of Liability 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.

18.Compliance with Anti-bribery Laws: Vendor and each of its directors, officers, employees, agents or other (collectively referred to as "Vendor") represent and warrant that it shall 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 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 Vendor.

19.Reimbursement of Goods and Services Tax (GST)
Vendor is supplying to SEZ Unit and SEZ's are exempted from payment of IGST. Vendor to ensure that no IGST is charged on the invoice. If vendor pays the IGST on clearance to SEZ, same can be claimed as rebate by the vendor as per GST Rules and Wipro shall not be responsible for filing any application for rebate of refund of IGST and delay in refund.
The Invoice should have GSTIN No along with other mandatory fields as per GST provisions, failing which Wipro shall not be able to process your Invoice and SEZ attestation can't be issued to vendor.
It is responsibility of Vendor to execute LUT before the GST authorities and provide the latest LUT details every year without fail.

20. In accordance with amendment to **section 206(C) of the Income Tax Act, 1961 w.e.f. 01/04/2020**, it is mandated that the seller of goods shall collect tax at source ("TCS") @ 0.1% from the purchaser on the total sales value as per the sales invoice in case of purchasers who are valid PAN holders and @ 1.0% from purchasers who are not holding a valid PAN. The TCS so collected by the seller shall entitle the purchaser to receive a certificate from the seller evidencing the tax collection at source on the sale of goods.
Wipro shall have the right to terminate this Purchase Order with immediate effect, without any liability whatsoever, if Vendor is in breach 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.

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