

1. **Definitions.** “Deliverables” means the goods, materials, products, software, technical data, intellectual property, drawings, personal property, personnel, services, or items identified and/or listed in this purchase order for Buyer’s internal use and resale.
1. **Acceptance of Purchase Order.** This purchase order constitutes Buyer’s offer to Seller and shall become a binding contract upon the terms and conditions stated in this purchase order upon acceptance by Seller by any expression of acceptance, or commencement of performance, whichever occurs first. Any terms and conditions proposed by Seller in acknowledging or accepting Buyer’s offer which are different from or in addition to the terms set forth in this purchase order shall not be binding upon Buyer and shall be void and of no effect, except to the extent expressly accepted in writing by Buyer’s authorized procurement representative(s).
2. **Data.** Seller acknowledges that it has in its possession all applicable specifications, drawings and documents (including, without limitation, statements of work) necessary to perform its obligations under this purchase order at the price and schedule stated on this purchase order or its attachments. Once the order fulfillment gets completed supplier has to return back all the the original Drawing/s/Data sheet or samples or any other inputs in any form need to be return back to buyer without any duplication.
3. **Packing and Shipping.** Deliveries shall be made as specified on this purchase order without charge for packaging or storage unless otherwise agreed in writing by Buyer. Seller shall use the carrier(s) selected by Buyer if Buyer so requests. Buyer’s order numbers must be plainly marked on all packages, bills of lading and shipping orders. Buyer’s count or weight shall be conclusive. Seller shall not ship in advance of schedule or make partial shipment unless otherwise agreed in writing by Buyer. Risk of loss shall be retained by Seller until delivery of the Deliverables at the location specified on this purchase order. Delivery according to schedule is a major condition of this purchase order.
4. **Taxes and Duties.** Unless specified otherwise on this purchase order, the prices stated in this purchase order include all applicable taxes and duties. Any applicable sales and use taxes shall be separately itemized in Seller’s invoice. This purchase order shall include all related customs duty and import drawback rights, if any, including rights developed by substitution and rights, which may be acquired from Seller’s suppliers, which Seller shall transfer to Buyer. Seller agrees to supply such documents as may be required to obtain such drawbacks; Seller agrees to certify to Buyer the country of origin for Deliverables delivered under this

purchase order. Seller acknowledges and agrees that Buyer has the right to withhold any applicable taxes from any payment due under this Order as may be required by any relevant government authority and/or as may be required under any applicable regulations or laws.

5.1 The Seller warrants that it has a valid registration under the respective State and Central GST law, for the locations specified under the PO. The Seller shall be responsible for including but not limited to:

1.
 - provide correct classification and rate of tax applicable for the Supply to include GST charged in the State based on the location of Seller and applied based on the place of supply,
 - provide correct place of supply, distinctively in the invoice raised for supply,
 - issue a valid invoice with the said registration number for the supply of goods/services containing all the prescribed particulars,
 - Delivery of goods should be on a valid e Way-bill, for those where supply involves movement of goods from one place to another as prescribed under law for delivery of those said goods to the Buyer.

Note: For intra state transaction if the seller is well within the prescribed limit of GST regulation, then above clause will not be applicable

5.2 (a) The Seller warrants, for the supply undertaken, that it shall:

1.
 - File the GST returns with the appropriate authorities of the State and Central Government within the time prescribed under the law,
 - Specify all the details including Company registration number enabling the Buyer to avail credit of the taxes charged or chargeable for the supply.
In case payment is made to the supplier either as advance or before the taxes are paid to the appropriate State or Central Government, the supplier shall be liable to refund the taxes chargeable on supply, if the said taxes are not paid by them within the time prescribed under law.

(b) The Seller further warrants that they would pass on the benefit of transitional credit availed by them, with respect to stock held for supply

to be made to the Buyer after implementation of GST. Any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the Company by way of commensurate reduction in prices charged for supply of said goods or services.

5.3 The Seller acknowledges that:

- - Buyer shall deduct applicable TDS for the said supply and pay the TDS so deducted to the appropriate Department, as applicable under the law. The Buyer will issue the prescribed certificate or file the prescribed returns, as provided under law, to evidence the tax deducted,
 - Buyer shall not be liable, charged and held responsible for any act, omission, delay and submissions that are made to the tax authorities and warrants that (the seller) shall keep the Company notified regarding any notices, actions and compliances required under the law.

6. **Payment and Prices.** Unless different payment terms are expressly stated on this purchase order, terms shall be in accordance with Unisys' next available payment run, following sixty (60) days from Buyer's receipt of a valid Seller's invoice. Seller may send an invoice on or after delivery of Deliverables to the Buyer. All invoices will contain the purchase order number and are to be sent to the billing address on this purchase order. Seller represents that prices quoted to or paid by Buyer shall not exceed current prices charged to any other customer of Seller for deliverables which are the same or substantially similar to, and in the same or substantially similar quantities as the Deliverables.
7. **Set-off.** Buyer shall be entitled at all times to set off any amount owing at any time from Seller to Buyer (or any of Buyer's affiliates and subsidiaries) against any amount payable at any time by Buyer (or any of its affiliates and subsidiaries) to Seller.
8. **Warranty.** Seller warrants that all Deliverables will conform to applicable specifications, drawings, descriptions, and samples, and will be of new manufacture, good workmanship and materials, and free from design defect, claim, encumbrance or lien, and be suitable for the purpose intended by Buyer. Seller warrants that it has full title, right, power and authority to enter into this purchase order and perform its obligations under the purchase order. Seller warrants that Deliverables that are services shall be performed in a professional and workmanlike manner. If the Deliverables delivered under this purchase order do not meet the warranties specified in this purchase order or other applicable warranties,

Buyer may, at its option, return at Seller's expense, the defective or nonconforming Deliverables for credit, refund or set-off, or require Seller to correct or replace, at no cost to Buyer, any defective or nonconforming Deliverables, including, without limitation, re-perform any Deliverables that are services. Return shipping to Buyer of corrected or replacement Deliverables shall be at Seller's expense. Deliverables required to be corrected or replaced (including, without limitation, the re-performance of any Deliverables that are services) shall be subject to this Section 8 and Section 9 (Inspection) in the same manner and to the same extent as Deliverables originally delivered under this purchase order. Seller's warranties shall run to Buyer, its affiliates, subsidiaries, customers or users of the Deliverables and shall not be deemed to be exclusive of any other remedy at law or in equity available to Buyer, its affiliates, subsidiaries, customers or users of the Deliverables. Buyer's inspection, approval, acceptance, use of, or payment for all or any part of the Deliverables shall in no way affect its warranty rights. Seller shall at its expense indemnify, defend and hold harmless, Buyer, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users, from any and all loss, damages or liability (including, without limitation, reasonable legal fees and costs) arising out of or resulting in any way from any defect in the Deliverables, or from any act or omission of Seller, its agents, employees or permitted subcontractors in connection with the Deliverables. This indemnification shall be in addition to Seller's warranty obligations.

9. **Inspection.** The Deliverables may be inspected and/or tested by Buyer at any time, place and stage of production or distribution, and if at Seller's premises, Seller, without additional charge, shall provide all reasonable facilities and assistance required for safe and convenient inspection and testing. The foregoing shall not relieve Seller of its obligation to permit Buyer full and adequate inspection and testing away from Seller's premises. Payment shall not constitute Buyer's acceptance of the Deliverables nor impair Buyer's right to inspect and/or test the Deliverables or exercise any of its remedies. Upon notice of rejection of defective Deliverables, risk of loss of such Deliverables shall be upon Seller until redelivery, if any, to Buyer. Rejected Deliverables may be returned to Seller or held by Buyer, both at Seller's risk and expense, subject to Seller's disposal instructions.
10. **Default.** Buyer may, by written notice to Seller, cancel this purchase order or any release or order subject to this purchase order for default, (a) if Seller fails to deliver the Deliverables strictly within the time specified in this purchase order, or if no time

is specified, within a reasonable time; (b) if the Deliverables delivered do not conform to this purchase order or if Seller fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms; or (c) if Seller's financial condition shall at any time become unsatisfactory to Buyer. Upon such cancellation, Buyer shall not be liable to Seller for any amount. Seller will deliver to Buyer any of the Deliverables for which Buyer shall make written request prior to or upon cancellation, for which Buyer will pay Seller the fair value of any such Deliverables so requested and delivered. Seller shall cooperate with any transition of the delivery of the Deliverables as reasonably requested by Buyer.

11. **Change Orders.** Buyer shall have the right by written notice to change the terms of this purchase order, the drawings, specifications or other descriptions, the time, method or place of delivery or the method of shipment or packaging or to suspend delivery of the Deliverables. Upon receipt of such notice, Seller shall proceed promptly to make such changes. If any such change causes a change in the cost of the Deliverables or in the time required for performance, Seller shall provide prompt notice to Buyer of any such change and an equitable adjustment shall be negotiated promptly and this purchase order shall be modified in writing accordingly.
12. **Title.** Title and risk of loss pass to Buyer upon receipt of the Products at Buyer's designated address of destination. With the exception of software not specifically developed for Buyer under this purchase order, (i) all Deliverables on creation shall be the sole and exclusive property of the Buyer, and all intellectual property, proprietary and industrial rights associated with Deliverables shall be owned exclusively by Buyer; (ii) by this purchase order, Seller assigns to Buyer for no additional consideration all such rights to the Deliverables, including the right to any extensions and renewals of such rights; and (iii) if requested by Buyer, Seller shall, without additional consideration, sign a separate written assignment of such rights to Buyer or any other document necessary for Buyer to establish, maintain or enforce such rights in the Deliverables.
13. **Intellectual Property and Proprietary Rights.** Seller shall at its expense indemnify, defend and hold harmless, Buyer, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users, from any and all loss, damages or liability (including, without limitation, reasonable legal fees and costs) for or on account of, or resulting from, any claim of

infringement of any existing or future copyrights, patents, or trademarks, misappropriation of any trade secrets, or violation of any other intellectual, proprietary or industrial rights, with respect to any of the Deliverables.

14. **Confidential Information.** Seller shall not disclose to any third party or use any confidential information of Buyer's concerning this purchase order or other material intended for use in connection with this purchase order without Buyer's prior written consent. Any knowledge or information which Seller may disclose to Buyer in connection with the purchase of any of the Deliverables shall not, unless Buyer otherwise specifically agrees in writing, be deemed to be confidential information and shall be acquired free from any restriction as part of the consideration for this purchase order.
15. **Termination.** At any time Buyer, at its option, may terminate this order for convenience in whole or in part by written notice. A stop work order or any other form of written notice requiring Seller to immediately cease performance under this purchase order shall obligate Seller to immediately stop work and take any actions necessary to mitigate the impact of such notice. If Buyer does not give Seller written notice to resume work within twenty (20) days after its initial stop work order, this purchase order shall then be deemed terminated for Buyer's convenience as of the twenty-first (21st) day after the initial stop work order. Any claim of Seller shall not exceed reasonable demonstrated costs it has incurred in performance of this purchase order prior to notice of termination and shall in no event exceed the total amount of this purchase order. Buyer shall remit to Seller any payment due to Seller for documentable and reasonable costs incurred before receipt of Buyer's notice of termination in performance of this purchase order.
16. **Compliance with Law.** Each party shall comply with all applicable laws, including without limitation, government export control, privacy and data protection laws, and anti-bribery laws
17. **Delays.** Whenever any event beyond the reasonable control and without the fault or negligence of the Seller is delaying or threatens to delay the timely delivery of the Deliverables, Seller shall immediately give written notice of delay, including all relevant information regarding the delay, to Buyer. In addition, Seller shall take all reasonable steps to avoid or remove the cause of such delay and mitigate the harm of such delay to Buyer and will resume performance (if suspended) as soon as the cause of delay is removed. In the event the Seller's performance is delayed or is expected to be delayed by more than five (5) business days, the

Buyer upon written notice to Seller may terminate this purchase order for its convenience in accordance with Section 15 of this purchase order.

18. **Assignment and Subcontract.** Neither this purchase order nor any duty or right under this purchase order shall be delegated, assigned or subcontracted without the prior written consent of Buyer. Any assignment not made in accordance with the terms and conditions of this Section is void and of no effect.

19. **Advertising.** Seller shall not, without the prior written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Deliverables under this purchase order.

20. **Personal Injury and Property**

Damage Indemnification. Seller agrees at its expense to indemnify, defend, and hold harmless Buyer, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users from any and all loss, claims and liability, including, without limitation, reasonable legal fees and costs, for death, injury or disability of any person or damage to or destruction of property (including, without limitation, the loss of use of any property or the presence of hazardous substances at any property) caused by or resulting from the acts or omissions of Seller, its agents, suppliers or employees in connection with the performance of this purchase order. During the performance of this purchase order, Seller shall maintain in full force and effect, at its sole cost and expense, the minimum insurance coverage stated below, written on an "occurrence basis" and not "claims-made" basis (unless otherwise stated), covering activities performed under this purchase order, including without limitation, coverage of all automobile exposure, all property liability exposure and all contractual liability exposure. All insurance shall be placed with reputable insurance companies acceptable to Buyer with a current rating in A.M. Best's Insurance Rating guide of at least A-X and licensed to do business in the country(ies), state(s) or province(s) where the purchase order is being performed. Seller shall maintain insurance with the following minimum policy limits: 1) Worker's Compensation - as required by code, ordinance or government regulation of the state, nation, territory or province where activities are performed; 2) Business Automobile Liability covering all owned, non-owned, and hired vehicles used in connection with the performance of this purchase order with limits for bodily injury and property damage; 3) Commercial General Liability written on a broad form basis, including but not limited to coverage for bodily injury, property damage, contractual liability, products and completed operations,

subcontractors, personal injury and advertising injury, bodily injury and property damage; and 4) If applicable, Professional Liability covering activities performed under this purchase order (written on a “claims-made” basis).

Such policies, with the exception of the Professional Liability policy(ies), shall name Buyer, its directors, officers, employees and agents as additional insured covering activities performed under this purchase order. All policies shall provide that coverage may not be materially changed, canceled or non-renewed without thirty (30) days prior written notice to Buyer. The insurance requirements set forth in this purchase order are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this purchase order by Seller to Buyer or to limit Seller’s liability under this purchase order to the limits of the policies required to be maintained by Seller under this purchase order or in any other manner. Seller shall furnish Buyer with certificates of insurance for the coverage required under this purchase order prior to performance under this purchase order. Such insurance shall be primary to, not contributing with, and not in excess of, coverage which Buyer may carry. Seller’s insurance shall contain a severability of interest provision. The insurance afforded by these policies applies separately to each insured against whom claim is made or suit is brought, in the same manner as such insured would be covered if the policy insured only such party. The inclusion of such additional insured shall not increase the policy limits.

21. **Hazardous Materials.** Hazardous Materials. Prior to shipment or transfer of any hazardous materials as defined by any applicable regulations in the country of origin or destination, Seller shall provide Buyer with a complete, up-to-date information as to the nature and risk associated with the Deliverables and shall properly mark such hazardous Materials. The Seller warrants that components and materials shall not in normal operating conditions emit fumes, liquids, electromagnetic radiation or noise which could be detrimental to personnel, the environment or the operation of other equipment.
22. **Relationship of Parties.** The Seller and Buyer are independent contractors. Nothing in this purchase order shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other party.
23. **Waiver.** Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

24. **Entire Agreement.** Unless another agreement expressly references and incorporates this purchase order into such agreement (or otherwise makes this purchase order supplementary to such agreement) and such agreement provides for an order of precedence, this purchase order, together with any data referenced in Section 3 of this purchase order, constitutes the entire agreement and exclusive statement of the terms between the parties with respect to the purchase and sale of the Deliverables under this purchase order and terminates and supersedes all previous negotiations, communications, representations, or agreements between the parties. No alteration, modification or amendment of any of the provisions in this purchase order shall be binding unless in writing and signed by Buyer's authorized procurement representative(s). If any provision of this purchase order is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.
25. **Privacy Laws.** Where applicable, the Supplier shall comply with the provisions of any privacy legislation in accordance to the laws of the respective country of origin. The Buyer does not give the Supplier permission or consent to use any personal information obtained through this contract for any purpose other than the supply of goods and services to the Buyer.
26. **Governing Law.** This purchase order shall be governed by and construed in accordance to the laws of the respective country in which the contract is made, without giving effect to conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods and Articles 3 through 9 shall not apply to this purchase order.
27. **Survival.** Any provision in this purchase order which, by its nature, would reasonably be expected to be performed after the termination of this purchase order shall survive and be enforceable after such termination.
28. **Supplementary Provisions to Government Contracts.** For Deliverables involving or subject to a government contract, the applicable provisions are contained in the attached supplement and made a part of this purchase order.
29. **Ethical Conduct.** Seller acknowledges that it has reviewed the Unisys Business Partner Code of Business Conduct and agrees to comply with such Code in connection with its performance under this purchase order. Unisys Business Partner Code of Business Conduct, which may change from time to time, is located at [Business Partner Code of Business Conduct](#).

30. **Social and Environmental Responsibility.** Supplier warrants that in all countries in which Supplier and, to Supplier's information and belief, Supplier's authorized subcontractors do business, its and their operations comply with all Applicable Laws governing labor and employment, employee health and safety, protection of the environment, and ethical practices.
31. **Human Rights.** Supplier hereby undertakes, warrants and represents that:
- a. it shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force in any relevant jurisdiction such as the UN International Bill of Human Rights as well as Unisys' anti-slavery and human trafficking statement, as published in [Unisys' Code of Ethics](#) and [Unisys Business Partner Code of Business Conduct](#).
 - b. neither Supplier nor any of its officers, employees, agents or subcontractors (and such subcontractors shall procure the following from its subcontractors (if any)) has: (i) committed an offense under any Anti-Modern Slavery Laws or (ii) been notified that it is subject to an investigation relating to an alleged Modern Slavery Offense or prosecution under Anti-Modern Slavery Laws; or (iii) awareness of any circumstances within its business or supply chain which are reasonably likely to give rise to an investigation relating to an alleged Modern Slavery Offense or prosecution under Anti-Modern Slavery Laws.
 - c. Supplier shall take all reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labor, and/or child labor do not take place in its supply chains or in any part of its business (including making all necessary enquiries with its suppliers and, to the extent reasonable, other parties in the supply chain).
 - d. Supplier shall notify Unisys immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors (or such subcontractors own subcontractors) have breached or potentially breached any of Supplier's obligations under this clause. Such notice will set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.

e. In the case of breach of any of the provisions of this clause, Unisys may suspend or terminate the Agreement (and/or any Order under it) at any time without notice, liability, or indemnity. This provision will survive termination of the Agreement (and/or Order) for any reason.

32. **Anti-Corruption.**

Relevant Requirements. Supplier shall, and shall procure that persons associated with it or persons who are performing Services, or providing Products in connection with the Agreement, shall: (a) comply with all Applicable Laws relating to anti-bribery and anti-corruption (“**Relevant Requirements**”). Supplier shall provide such supporting evidence of compliance as Unisys may reasonably request.

Compliance. Supplier warrants and represents that: (a) its responses to Unisys' anti-bribery and anti-corruption due diligence questionnaire (if applicable) are complete and accurate; (b) neither Supplier nor any of its officers, employees: (i) has been convicted of any offense involving bribery or corruption, fraud or dishonesty; (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offense or alleged offense under the Relevant Requirements; or (iii) has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs or other government agreements; (c) none of the officers or employees of Supplier or any other person who is performing Services or providing Products in connection with the Agreement is a foreign public official; and (d) no foreign public official owns a direct or indirect interest in Supplier or any other person for whom Supplier is responsible under this section and no foreign public official has any legal or beneficial interest in any payments made by Unisys under the Agreement.

Notification. Supplier shall promptly notify Unisys if, at any time during the term of the Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in this section at the relevant time.

Default. Breach of this clause shall be deemed a material default and Unisys shall be entitled to terminate the Agreement without any liability to Supplier in accordance with such clause and, in

particular, Supplier shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third parties entered into before termination.

No Obligation. Regardless of any other provisions in the Agreement, Unisys shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

Remedy for Breach. Supplier shall indemnify Unisys against any losses, liabilities, damages, costs (including, but not limited to, legal fees) and expenses incurred by, or awarded against, Unisys as a result of any breach of this clause by Supplier.