

Terms and Conditions of Purchase (Services)

1. **General**
This Purchase Order (which term shall be deemed to include plans, specifications, regulations, quotations and other documents only to the extent that any of the same are incorporated by reference) contains the entire agreement of the parties, and expressly limits acceptance to the terms stated herein. Any additional or different terms proposed by Seller are objected to and are hereby rejected unless the Buyer shall accept the same in writing. Provision of any services pursuant to this Order shall be deemed to be an acceptance by Seller of the precise terms and conditions hereof. Failure of Purchaser to enforce its rights under this Purchase Order shall not constitute a waiver of such rights or any other rights under this Purchase Order or otherwise.
2. **Delivery**
Unless otherwise provided in the Purchase Order, delivery in whole or in part shall not be made more than 10 days prior to required delivery dates. Buyer may reject earlier deliveries at Seller's risk and expense.
3. **Substitutions**
Seller shall not subcontract the Services and their performance without written consent of Buyer.
4. **Scope of Services**
No variations in the scope of services, once agreed in writing between the Parties, shall be accepted except as authorized in writing by Buyer's purchasing department.
5. **Changes**
Buyer may at any time, by written order, make changes or additions within the general scope of this Purchase Order, in any one or more of the following, which are non exhaustive: (i) drawings, designs, statement of work, or specifications; (ii) method of delivery, (iii) delivery or acceptance procedure or conditions; (iv) scope and quantities, and (v) delivery schedules.
If any such change causes an increase in the cost of, or the time required for, performance of this Purchase Order, Seller shall notify Buyer in writing immediately with documentation of such increase and an appropriate equitable adjustment may be made in the price or time of performance, or both, by written modification of this Purchase Order. Any claim by Seller for such adjustment must be asserted within 15 days, or such other period as may be agreed on in writing by the parties, after Seller's receipt of notice of the change. Nothing contained in this paragraph shall excuse Seller from proceeding with the contract as changed.
6. **Warranty**
Seller warrants that services covered by this Purchase Order will conform to the specifications, or other descriptions referred to in this Purchase Order or provided by the Buyer, and will be provided in accordance with best industry standards, be free from material defects, and, to the extent that Seller knows or has reason to know of the purpose of which the supplies are intended, will be fit and sufficient for such purpose. The warranties contained in this paragraph are non exhaustive and any applicable warranties shall extend to Buyer and its customers. Buyer's inspection and/or acceptance of and/or payment for services shall not constitute a waiver by it of any warranties.
7. **Breach of warranty**
Buyer, notwithstanding any prior acceptance, at its option, may reject for credit or require prompt rework of any services, which are defective or otherwise fail to conform to all applicable specifications. All services furnished under this Purchase Order shall be subject to acceptance by the Buyer either via acceptance test protocol or via usage in actual business ("Acceptance Test"), and Seller shall be given notice of any defects or nonconformities, other than latent defects, within a reasonable time after Acceptance Test. If Seller is unable to tender services meeting the specifications, such determination at the sole discretion of the Buyer, Buyer may cancel this Purchase Order without further obligation with respect to the nonconforming services and any payment made in lieu of such nonconforming services shall, at the discretion of the Buyer, be repaid immediately or kept in credit.
8. **Buyer's information**
Any drawings, specifications, data, processes, software photographs, and other engineering and manufacturing information or any other information furnished by Buyer shall be kept confidential and remain Buyer's property, and shall be duplicated only as authorized in writing by Buyer, and shall be returned to Buyer upon request or when no longer needed for performance of this Purchase Order. Unless expressly approved by Buyer and necessary for performance of this Purchase Order, Seller shall not use or disclose furnished information concerning Buyer's products without the prior written consent of Buyer.
9. **Liens**
Seller shall deliver the services covered by the contract free of all liens, claims, and encumbrances in favor of third parties.
10. **Assignment**
Neither this order nor any payments hereunder are assignable or transferable, in whole or in part, without Buyer's written approval.
11. **Risk of loss**
Except as specifically provided in this Purchase Order, (a) Seller shall be responsible for services covered by this Purchase Order until final inspection and acceptance thereof by Buyer, and (b) Seller shall bear all risks as to rejected services or services requiring rework after notice of rejection notwithstanding any prior acceptance.
12. **Invoice and payment**
If no price is stipulated herein, the services shall be charged at prices not exceeding those last charged or quoted to the Buyer for services of like kind or quality.

A separate invoice shall be issued for each set of services as provided under scope of services. Unless otherwise specified in this Purchase Order, no invoice shall be issued prior to receipt, and final acceptance of services together with a correct invoice. Payment due dates, including discount periods, will be computed from the date of receipt of services or date Buyer's payment is released. Any discount taken will be taken on full amount of invoice.
13. **Taxes**
Except as may be otherwise provided in this Purchase Order, the price includes all applicable state, and local taxes and duties. Where necessary, Buyer shall withhold taxes and the reduced amount shall be deposited as payment to the Seller.
14. **Applicable law**
The rights and obligations of the parties to this contract shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Services, but instead by the laws of India, but not its conflict of laws provisions.

15. **Disputes**
Any dispute arising under this Purchase Order, which is not settled by agreement of the parties, may be settled by appropriate legal proceedings and the Courts of Mysore shall have exclusive jurisdiction over any dispute arising under this Purchase Order.

Pending any decision, appeal, or judgment in such proceedings or the settlement of any dispute arising under this order, Seller shall proceed diligently with the performance hereof in accordance with the decision of Buyer.
16. **Bankruptcy, etc.**
If a receiver for Seller is appointed, if an assignment for the benefit of creditors is made by Seller or if an agreement between Seller and its creditors generally is entered into providing for extension or composition of debt or if Buyer otherwise has reasonable grounds to believe that Seller will be unable to perform due to deterioration of financial condition, Buyer may at its sole option terminate this Purchase Order without further liability on the part of Buyer except as to deliveries previously made and except as to services already performed under this Purchase Order. After any order for relief under the applicable bankruptcy procedure is entered against Seller, Seller must assume or reject this Purchase Order within 45 days after the order for relief is entered. If Seller does not assume this Purchase Order with such 45-day period, Buyer may at its sole option terminate this Purchase Order without further liability on the part of Buyer except as to deliveries previously made and except as to services performed under this Purchase Order, which shall be completed and delivered within a reasonable time in accordance with all terms of this Purchase Order.
17. **Termination for convenience**
Buyer may terminate all or any part of this Purchase Order at any time upon five (5) days written notice to Seller. Thereafter, Buyer will pay Seller's costs for services provided and accepted prior to the date of termination.
18. **Indemnity**
Seller shall, at its sole expense, defend any suit or proceeding brought against Buyer or its customers so far as such suit shall be based on a claim that any services or any part thereof supplied under this Purchase Order constitutes an infringement of any applicable laws of any country including but not limited to patent or copyright granted under the laws of any country, and Seller shall pay all damages and costs awarded therein. If the use of such services or part thereof are enjoined in such suit, Seller shall, at its own expense and at its option, either procure for the Buyer the right to continue using such services or part thereof, or replace the infringing services or part thereof with a non-infringing equivalent or modify it so it becomes noninfringing, or upon showing inability to do any of the foregoing, shall remove such services or part thereof and refund the purchase price and the transportation and installation costs thereof.
19. **Third party claims**
Seller agrees to indemnify, hold harmless and defend Buyer, its officers, agents and employees, parents, subsidiaries, successors and assigns against any loss, cost, damage or expense (including attorney's fees) arising out of any claim or charge for personal injury, death or property damage or any other loss or damage asserted against any of the foregoing parties and attributable to the services or the use thereof by Buyer, unless resulting from the sole negligence of Buyer.
20. **Severability**
Provisions in this Purchase Order are enforceable independent of each, and a particular provision's invalidity shall not affect other provisions, such invalid provision to be severed from the rest of the provisions.
21. **Compliance with laws and Code of Conduct**
In accepting this order, Seller warrants that it shall comply with all laws, regulations or government orders concerning the services to be provided under this order, including any national, international, state or local laws dealing with the environment, health and safety, labor and employment, transportation or storage of hazardous materials, and import/export or customs requirements, including without limitation and if applicable, the manufacture and shipment of services purchased or returned hereunder. Further, Seller agrees to adhere to and act in a manner consistent with the principles and expectations set forth in Buyer's Code of Conduct and Supplier Policy, both of which are available at www.plansee.com under "About Us >>> "Purchasing" and "Sustainability". Upon request, Seller shall provide Buyer with written assurances of compliance and cooperate with any efforts to verify the integrity of Seller's supply chain. Seller shall indemnify, defend and hold Buyer harmless from any liability, losses, damages, penalties or claims arising from Seller's actual or alleged failure to comply with any of the above.