



Purchase Order Terms and Conditions for India

Definitions:

1. "Getronics" shall mean Getronics and its Affiliate Companies.
2. "Affiliate Company" shall mean any Getronics entity, whether incorporated or not, that is controlled by or under common control with GTN Services BV, incorporated in Netherlands and its successors; and "control" (including the variants "controlled by" and "under common control") shall mean the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract, or otherwise.
3. "Terms and Conditions" shall mean this Purchase Order Terms and Conditions. "Deliverables" shall mean the goods or services, as the case may be, set forth in the Purchase Order.
4. "Delivery" shall mean the delivery of goods or performance of services as set forth in the Purchase Order.
5. "Intellectual Property Rights" shall mean all intellectual and industrial property rights anywhere in the world including, without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, database rights, topography rights, and any other rights of a like nature whether or not registered, and the right to apply therefor.
6. "Purchase Order" shall mean the attached Purchase Order requesting the supply of Deliverables.
7. "Specifications" shall mean the Purchase Order and documents attached thereto (including drawings or descriptions), as well as the specifications, description, function or any other requirements set out in the Supplier's product manual / in the form of written contract signed by both parties signed contract agreement.
8. "Supplier" shall mean the person or entity scheduled to provide the Deliverables pursuant to the Purchase Order.

Invoice Submission

1. Request to enter the Purchase Order number on all the Invoices. Delivery Challan etc. documents submitted without Purchase Order number stands rejected
2. All the invoices submitted to contain the Getronics and Vendor GST details
3. If we are not in a position to claim the GST input due to non filing of GST returns by the vendor , GST input paid by Getronics is liable to refunded by the Vendor
4. If there is any delay in the delivery timelines it has to be notified to Getronics in Advance.
5. All the invoices to be sent to **finance.india@getronics.com** and hard copy to be sent at the Bill To address mentioned below
6. Vendor Invoice to be Statutorily complied and should contain the Bank Details
7. Taxes and Charges extra at actuals
8. Payments are subject to tax deductible at source as per the respective provisions of Income Tax Act 1961.
9. Bill To:
 - a. Getronics Solutions India Pvt. Ltd.,
7th Floor, Kirloskar Business Park,
Hebbal, Bengaluru: 560024
10. Send your Invoices to Email Id: **finance.india@getronics.com**
11. Below are the company Statutory details :

Company CIN: U72300KA2005FTC036025

GST No.: 29AACCG5362N1Z4

PAN No.: AACCG5362N

TAN: BLRG06785C

Failure to comply with the above requirements could result in payment delays and invoices returned for correction. Payment terms may reset upon receipt of a corrected invoice.

Please ensure that your department responsible for invoicing is informed of these requirements.

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.

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.** Prices stated in this purchase order exclude 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:

- i. 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,
- ii. provide correct place of supply, distinctively in the invoice raised for supply,
- iii. issue a valid invoice with the said registration number for the supply of goods/services containing all the prescribed particulars,
- iv. Delivery of goods should be on a valid e Way-bill, for those where supply involves movement of goods from one place to another (interstate) as prescribed under law for delivery of those said goods to the Buyer.

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

- v. File the GST returns with the appropriate authorities of the State and Central Government within the time prescribed under the law,
- vi. 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:

- vii. Buyer shall withhold applicable GST for the said supply and pay the GST so deducted to the appropriate State, as applicable under the GST law. The Buyer will issue the prescribed certificate or file the prescribed returns, as provided under law, to evidence the tax withheld,
 - viii. 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.
5. **Payment and Prices.** Unless different payment terms are expressly stated on this purchase order, terms shall be in accordance with Getronics' 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.
 6. **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.
 7. **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.

8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.

14. **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.
15. **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
16. **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.
17. **Privacy and Data Protection.** To comply with Data Protection Law, Buyer hereby informs Seller of the fact that, for the performance of this Agreement, Buyer may receive Personal Data from Seller. The Processing of such Personal Data is described in the Getronics Privacy Notice, which is located at <http://www.Getronics.com/Getronics-legal/privacy> and incorporated herein by reference. With regards to the set of Personal Data that parties Process as autonomous Controllers, each Party shall: (i) respectively comply with Data Protection Law; and (ii) be autonomously responsible to collect and further process Personal Data in accordance with requirements of Data Protection Laws, in particular for justification of any transmission of such Personal Data to the other Party, including providing any required notices and obtaining any required consents, and for its decisions concerning the Processing and use of the Personal Data. The Data Privacy and Security Addendum available at <https://www.getronics.com/corporate-policy-legal-disclaimer/> attached as integral part of this Agreement, describes the parties' respective roles and responsibilities for the processing of Personal Data that Buyer provides to Seller or requests Seller to process on its behalf. Seller hereby undertakes and warrants to Buyer that the Processing of such Personal Data will be performed in full compliance with the Data Privacy and Security Addendum
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 reputed Insurance Rating guide and licensed to do business in the country(ies), state(s) or province(s) where the purchase order is being performed.

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, cancelled 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. Any shipment or transfer by Seller of any hazardous material(s) (as defined by regulations promulgated by the Country regulations).
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.
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 Getronics Business Partner Code of Business Conduct and agrees to comply with such Code in connection with its performance under this purchase order. Getronics Business Partner Code of Business Conduct, which may change from time to time, is located at [Getronics Business Code Of Conduct](#)