

Purchase Order Terms & Conditions

1. **GENERAL.** These Purchase Order Terms and Conditions (“Purchase Terms”) shall apply to all purchase orders (“Order(s)”), hard copy or electronic, involving the purchase by Mast Global Business Services India Private Limited, a private limited company (“Buyer”) for the purchase of the goods identified on the Order (“Goods”) from the party to whom the purchase order is issued (the “Supplier”). Supplier’s submission, whether hard copy or electronic, of any price quotation or other information evidencing its willingness to supply Goods to Buyer and any shipment, delivery, acceptance of payment or other tender of performance, by Supplier, shall be deemed to evidence Supplier’s assent to and acceptance of these Purchase Terms. Buyer objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Supplier or elsewhere, unless approved by Buyer in writing. Buyer is not obligated to any minimum purchase or future purchase obligations under an Order or these Purchase Terms.
2. **WARRANTIES.** Supplier warrants that the Goods: (a) will be of quality material and workmanship, free of defects, (b) will conform to specifications, drawings, data and samples, as applicable, (c) are merchantable and fit for the purposes sold; (d) comply with applicable laws, regulations and standards (including environmental, health and safety laws and regulations); and (e) are free and clear of all liens, security interests or other encumbrances. Except for known perishable Goods, this warranty is effective for one (1) year after date of acceptance of Goods by Buyer. This warranty is in addition to any other warranties offered by Supplier and in addition to any other warranty provided by law or equity. Supplier will assign to Buyer any applicable manufacturers' warranties for the Goods. Upon request of Buyer, and at mutually agreed upon times, Supplier will allow Buyer and its agents to inspect the production of the Goods. Supplier further represents and warrants to Buyer that Supplier has all right, title, and interest in and to the Goods.
3. **PACKAGING; ACCEPTANCE; INSPECTION; NOTICE OF DEFECT OR BREACH.**
 - a. Payment, retention, repackaging or other use shall not be considered an acceptance by Buyer of the Goods or a waiver by Buyer of any breach by Supplier. Complaints or notices of defects in the Goods or other breach will be considered timely if made by Buyer within a reasonable time after discovery. Failure by Buyer to state a particular defect upon rejection or notice of breach shall not preclude Buyer from relying on unstated defects to justify rejection or establish breach. Buyer reserves the right to count all shipments, and the parties shall be obligated to work together in good faith to resolve any discrepancies in the number of Goods received by Buyer. Records of all inspection work by Supplier shall be kept complete and available for Buyer’s review.
 - b. Acceptance of an Order by Supplier is expressly limited to these Purchase Terms and any terms set forth in the Order. In the event of a conflict between the terms set forth in any Order and these Purchase Terms, the terms of the Order shall control. These Purchase Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier's general terms and conditions of sale or any other document issued by Supplier in connection with the Order.
 - c. Supplier shall properly pack, and mark the Goods in accordance with the requirements of Buyer, and in accordance with all applicable laws and regulations, or if there are no stated requirements, in accordance with best commercial practices designed to prevent loss or damage due to weather, transportation and other causes.
4. **NON-CONFORMING SHIPMENTS.** Buyer may exercise any of the following rights with respect to nonconforming or defective Goods supplied pursuant to the Order: (a) reject the entire shipment, (b) accept the entire shipment; or (c) accept any number of commercial units and reject the balance of the shipment. Any Goods so rejected may, at Buyer’s option, be returned to Supplier for full credit, replacement, resold for Supplier’s account (less Buyer’s reasonable expenses) in any reasonable manner, or stored for Supplier’s account pending Buyer’s receipt of reasonable instructions as to their disposition. Supplier will bear all risk of loss associated with rejected Goods and will promptly reimburse Buyer for all unrecovered reasonable expenses incurred by Buyer in connection therewith. In addition to all other legal rights, Buyer reserves the

right to return at Supplier's expense, including charges for freight in and out and handling charges, any Goods which fail to comply with any of the provisions of the Order. Buyer also has the right to retain any portion of the Goods that comply with the Order, paying for them at the price (as identified on the Order).

5. **CHANGES.** Buyer may at any time, in writing and communicated to Supplier in hard copy and/or by electronic transmission, make changes within the general scope of any Order. If any such change causes an increase or decrease in the cost, or the time required for the performance, of any work under an Order, an equitable adjustment shall be made in the contract price or delivery schedule or both, and the affected Order shall be modified in writing accordingly. Any claim by Supplier for adjustment under this clause must be approved by Buyer in writing before Supplier proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision to the affected Order issued and acknowledged in writing by Buyer.
6. **DELIVERY TERMS. TIME AND QUANTITY ARE OF THE ESSENCE OF ORDER(S) SUBMITTED TO SUPPLIER.** Unless otherwise agreed to in writing by Buyer, all Goods ordered hereunder are to be delivered in accordance with the timeline and delivery terms identified on the Order to Buyer's designated delivery destination(s) as specified on the Order ("Delivery Location"), and no liability shall be incurred by Buyer until it has actually received such Goods. All risk of loss or damage to the Goods ordered hereunder shall pass to Buyer when, but not until, such Goods (i) have arrived at the Delivery Location, and (ii) are accepted by Buyer. Unless otherwise agreed to in writing by Buyer, Buyer shall not be liable in any respect for any material commitments or production arrangements made by Supplier in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule. Supplier shall be liable for excess transportation charges, delays or claims resulting from Supplier's deviation from Buyer's delivery destination instructions.
7. **INDEMNIFICATION BY SUPPLIER.** Supplier agrees to indemnify, defend, and hold harmless Buyer and its affiliates, and their respective directors, officers, employees, agents, successors and assigns from and against any and all claims, liabilities, loss, damages, penalties and expenses (including attorneys' and other professional fees) ("Claims") to the extent that such Claims arise out of, relate to or are caused by the Goods or the acts of Supplier or its suppliers, agents, employees, successors or assigns in performance of Orders and from claims for infringement of any patent, copyright, trademark or trade name because of the manufacture, use, or sale of the Goods and services. Buyer, at its option and expense, may participate in the defense of any Claims. In no event shall Supplier enter into any settlement of any such Claims without Buyer's prior written approval, which shall not be unreasonably withheld.
8. **FORCE MAJEURE.** Buyer will be not liable for failure to perform under these Purchase Terms or any Order to the extent such failure is caused by fire, strike, act of God, act(s) of terrorism, war, authorization of law, embargo, accident or other cause beyond its reasonable control.
9. **PAYMENT; PRICES.** Unless otherwise agreed to in writing by Buyer, the standard payment terms under the Order shall be net 45 days from the date of receipt of invoice from Supplier, unless the Goods are not accepted or payments disputed by the Buyer. The Supplier, at its sole cost and expense, shall pay any and all sales, consumer, use, works contract tax, value added tax, excise and customs duties, cess, levies by whatever name called, imposed by any state government, central government or any other authority and all similar taxes/levies related to the Order(s) thereof provided by the Supplier which are legally enacted when the Order(s) are accepted. Notwithstanding anything contained herein above, the Supplier agrees to reduce the contract price to the extent of Excise Duty, Value Added Tax (VAT) /Central Sales Tax (CST), Service Tax and such other taxes and duties upon Buyer providing requisite documentation to the contractor enabling him to avail exemption available for SEZ units. Prices for the Goods shall remain fixed and firm during the Order period, and, unless otherwise specified in the respective Order, shall be payable in Rupees. In no event

shall any extra charges of any kind, including interest charges, service charges, cartage, boxing, freight, or taxes (including without limitation sales, use, excise, valueadded, and other similar taxes), be allowed, unless shown separately on the invoice and agreed to in writing by Buyer. Under no circumstances shall Buyer be responsible for payment of taxes imposed and based, wholly or partially, upon Supplier's performance of these Purchase Terms whether now or hereafter imposed, levied, collected, withheld or assessed by the government of the Republic of India. Payment of all invoices for Goods shipped directly by Supplier to Buyer or its designee shall, if requested by Buyer, be subject to documentary proof of delivery provided by Supplier. To the extent Buyer chooses, or is forced, to expend amounts due to any breach of Supplier of the terms of these Purchase Terms or any Order, Buyer may offset such amounts from the invoiced amount(s).

10. **CONFIDENTIALITY.** During the course of the performance of the Order, Supplier may obtain information about Buyer's operations, business, plans, equipment, finances, products, processes and customers. Supplier shall keep all such information confidential and shall not divulge the same to others except as authorized by Buyer. Supplier shall use such information solely in connection with performing its obligations under the Order, and not for its own benefit or benefit of any third party. Supplier shall protect the information it receives from the Buyer by using the same degree of care that it uses to protect its own confidential information of a similar nature (but not less than reasonable care). Upon Buyer's request, Supplier shall return or destroy all the information it received from Buyer in the performance of the Order (or through negotiations or discussions prior to the Order being placed). Supplier's obligations of confidentiality shall continue beyond the termination or expiration of the Order.
11. **ASSIGNABILITY.** Supplier will neither assign any Order (nor the payment of any sums due hereunder or thereunder) nor any contract created under these Purchase Terms, nor delegate or subcontract the furnishing of any Goods, without the prior written approval of Buyer, and no permitted assignment or subcontracting will relieve Supplier of its obligations hereunder or of any liability Supplier may have as a result of its failure to perform any of the terms hereof. Supplier is and shall remain an independent contractor.
12. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUYER BE LIABLE TO SUPPLIER, SUPPLIER'S AGENTS OR ANY THIRD PARTY FOR ANY LOST REVENUES, LOST PROFITS INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL, DAMAGES.
13. **CANCELLATION OF ORDERS.** Buyer (in addition to all of its other rights) may cancel any Order, in whole or in part, by written notice if (a) Supplier becomes insolvent or makes a general assignment for the benefit of creditors, (b) a petition is filed or if proceedings are commenced against Supplier under any foreign or domestic bankruptcy laws, (c) Supplier defaults in the performance of any of its obligations under any Order, (d) Buyer, having reasonable grounds for insecurity with respect to the due performance of Supplier, has not received satisfactory assurance of Supplier's due performance within 5 days after Buyer's written demand for the same, or (e) for convenience upon seven (7) days written notice to Supplier.
14. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES; CUMULATIVE REMEDIES.** All of Supplier's representations, warranties and other undertakings, and Buyer's rights and remedies hereunder, will survive the execution, delivery, performance or termination of any Order and the agreement evidenced thereby, and any inspection, testing, acceptance, payment or use of the Goods provided thereunder. Such representations, warranties, undertakings, rights and remedies will inure to the benefit of Buyer, its affiliates, successors, assigns and customers. All remedies conferred upon Buyer will be cumulative.
15. **NOTICES.** Any notice required or permitted hereunder may be given to Buyer at: [Unit - 601, Level VI, Prestige Solitaire No. 6, Brunton Road, Bangalore, India – 560 001 as may be updated from time to time by Buyer] and to Supplier at the mailing address provided by Supplier on the face of the Order and will be deemed given when delivered in person, when electronic delivery is confirmed, or two days after being sent by registered post or certified mail, postage prepaid, returned receipt requested.

16. **GOVERNING LAW; CONSENT TO JURISDICTION; VENUE.** All Order(s) and the Purchase Terms evidenced hereby, will be governed by and construed in accordance with the laws of the Republic of India, without reference to its conflicts of laws principles. The parties consent to the exclusive jurisdiction and venue of the courts of proper subject matter jurisdiction located in Bengaluru (Bangalore) for all purposes related to Order(s), Purchase Terms, or any contract related to Order(s).
17. **COMPLIANCE WITH LAWS.** Supplier will comply with all applicable laws, rules, regulations, ordinances, and administrative orders, including, without limitation, the U.S. Foreign Corrupt Practices Act, 1977, Prevention of Corruption Act, 1988, and any applicable anti-bribery and anti-corruption laws, and laws of similar affect, in the performance of the Order. Specifically, Supplier agrees that with respect to the performance of the Order, it will not, directly or indirectly, pay, offer to pay, or authorize the payment of any money or anything of value to: (i) an officer, employee, agent or representative of any government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity or any person acting in an official capacity on behalf thereof, or any political party, any official of a political party, or any candidate for political office (each, a “Government or Political Official or Entity” and collectively, “Government or Political Officials and Entities”), or (ii) Any other person or entity while knowing or having reason to believe that some portion or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official or Entity.
18. **ENTIRE AGREEMENT.** An Order, together with any agreements or specifications relating to the Goods noted therein, and these Purchase Terms, shall constitute the complete and final agreement of Buyer and Supplier regarding the purchase of the Goods referenced in the Order, and such agreement shall supersede and merge all prior proposals, understandings and agreements regarding such Goods and services, oral and written (except a prior, unexpired, written contract between the parties for the purchase Goods that are the subject of this purchase order shall govern the transaction). The Order expressly limits Supplier's acceptance to the terms of the Order. These Purchase Terms may not be modified except by written agreement or modification signed by authorized representatives of both parties, notwithstanding any additional or other proposals or terms and conditions which may now or in the future appear on Supplier’s invoices, quotations or other forms, communications or transmissions (notification of objection thereto being given hereby), and any acceptance of shipments, payments or other similar acts of Buyer. No course of dealing or manner of performance will constitute a waiver of any of these Purchase Terms.