

**ACME Cleantech Solutions Private Limited**

Plot No. # 152, Sector 44

Gurgaon-122002 (Haryana)

CIN. U64202HR2003PTC035026

PAN. AAECA0914A

**Work Order**

Leading Through Innovation

PO Number: 4700026210

System PO Number: 100117011169

PO Date: 10.09.2024

Revision No: 0

Revision Date: . . .

**Supplier code:** 105993**Name:** CLARITUS MANAGEMENT CONSULTING PRIVATE**Address:** A 27 C,Sector 16,Noida,Gautam Buddha Nagar

Noida,Uttar Pradesh-201301.India

**Ship To**

ACME Cleantech Solutions Private Limited

Plot no. 152 Sector Road Sector 44, Gurugram

Haryana 122002

Contact No:

State Code: 09

**GSTIN : 09AACCC3838K1ZF****PAN:AACCC3838K****Contact Person:****PO Type:** Services Domestic**Reference:****Pay Term:** Payable Within 15 Days from Delivery Date**Bill To :**

ACME Cleantech Solutions Private Limited

Plot No 152 Sector 44

Haryana 122002

GSTIN: 06AAECA0914A2ZI

**Send Invoice To**

ACME Cleantech Solutions Private Limited

C/O

Plot no. 152Sector RoadSector 44, Gurugram

, Haryana 122002

Sir,

As agreed , please deliver the material as per the stated delivery terms schedule.

S.No	Item Code	Description	PCode	HSN	UOM	Qty	Rate	Value	Tax code	SGST / UGST	CGST	IGST	Tax Amount	Currency	Delivery Date
1	50000003003	Microsoft 365 Business Basic Start Date : 29-07-2024 End Date : 24-05-2025	101K	997331	NOS	25.000	1,044.00	26,100.00	IGST 18.00 %	0.00	0.00	4,698.00	4,698.00	INR	05.09.2024
2	50000000421	Microsoft 365 Business Standard Start Date : 22-07-2024 End Date : 21-07-2025	101K	997331	NOS	50.000	6,537.12	326,856.00	IGST 18.00 %	0.00	0.00	58,834.08	58,834.08	INR	05.09.2024
3	50000003485	Microsoft 365 F3 ( No Teams ) Start Date : 22-07-2024 End Date : 21-07-2025	101K	997331	NOS	50.000	5,370.00	268,500.00	IGST 18.00 %	0.00	0.00	48,330.00	48,330.00	INR	05.09.2024

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S.No	Item Code	Description	PCode	HSN	UOM	Qty	Rate	Value	Tax code	SGST / UGST	CGST	IGST	Tax Amount	Currency	Delivery Date
4	50000003486	Microsoft Defender for Office 365 Plan-1 Start Date : 22-07-2024 End Date : 21-07-2025	101K	997331	NOS	50.000	1,425.60	71,280.00	IGST 18.00 %	0.00	0.00	12,830.40	12,830.40	INR	05.09.2024
5	50000003487	Microsoft Defender for Endpoint P1 Start Date : 22-07-2024 End Date : 21-07-2025	101K	997331	NOS	50.000	2,148.00	107,400.00	IGST 18.00 %	0.00	0.00	19,332.00	19,332.00	INR	05.09.2024
6	50000003003	Microsoft 365 Business Basic Start Date : 08-07-2024 End Date : 24-05-2025	101K	997331	NOS	170.000	1,116.90	189,873.00	IGST 18.00 %	0.00	0.00	34,177.14	34,177.14	INR	05.09.2024
7	50000000421	Microsoft 365 Business Standard Start Date : 11-09-2024 End Date : 21-07-2025	101K	997331	NOS	50.000	5,607.00	280,350.00	IGST 18.00 %	0.00	0.00	50,463.00	50,463.00	INR	05.09.2024
8	50000003485	Microsoft 365 F3 ( No Teams ) Start Date : 11-09-2024 End Date : 21-07-2025	101K	997331	NOS	50.000	4,605.00	230,250.00	IGST 18.00 %	0.00	0.00	41,445.00	41,445.00	INR	05.09.2024
9	50000003486	Microsoft Defender for Office 365 Plan-1 Start Date : 11-09-2024 End Date : 21-07-2025	101K	997331	NOS	50.000	1,223.00	61,150.00	IGST 18.00 %	0.00	0.00	11,007.00	11,007.00	INR	05.09.2024
10	50000003487	Microsoft Defender for Endpoint P1 Start Date : 11-09-2024 End Date : 21-07-2025	101K	997331	NOS	50.000	1,843.00	92,150.00	IGST 18.00 %	0.00	0.00	16,587.00	16,587.00	INR	05.09.2024

**Basic Value** 1,653,909.00

**IGST** 297,703.62

**Total PO Value** 1,951,612.62

**Amount in Words :** Rupee( INR ) Nineteen Lakh Fifty One Thousand Six Hundred Twelve And Sixty Two Paise ONLY

1. Please ensure to inscribe the correct Purchase Order number, complete ,Delivery Address and ACME Item Code on your INVOICES and ship with standard Packing List with serial nos of all components and Inspection report of material and Material Dispatch Clearance Certificate ( MDCC ) issued by ACME.

**Header Text:** 100% payment including GST to be made as due date.

**GENERAL TERMS AND CONDITIONS OF PURCHASE**

Following instructions shall be applicable and binding on the supplier (here in after referred as "Supplier") unless otherwise modified expressly in writing and signed by the authorized signatory of ACME Cleantech Solutions Private Limited ("here in after referred as"ACME").

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## 1. SCOPE:

1.1. Unless otherwise stated and agreed in writing, This Purchase Order shall constitute the contract between us ("PO").

1.2. No verbal agreements amending the terms of this PO are valid unless the Purchaser duly confirms in writing. Any amendments or additions or alterations to the PO shall only be effective if the Purchaser confirms such in writing.

## 2. QUALITY REQUIREMENT:

All goods manufactured, processed and supplied against this PO must be properly packed and dispatched conforming to special instructions, if any, given for safe transport to the agreed destination along with (i) maintenance & instruction; (ii) certificates of conformance to quality; (iii) test & inspection certificate; (iv) MDCC. If these certificates are not delivered along with goods, it shall be inspected at ACME delivery site after delivery for final acceptance or rejection. In case of any rejection the Supplier shall to re-supply the material without any additional cost and expenses to ACME. Any delay due to this is to Supplier's account. All liquidated damages shall be applicable on as is where is basis.

2.1. All materials duly processed and supplied against the PO should confirm to latest (Indian Standards) should be new, merchantable quality, fit for their intended purpose and should be in line with "Quality Assurance Plan", as approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser, either at the Supplier's premises and/or at the place of delivery indicated by the Purchaser.

2.2. The Purchaser reserves the rights to inspect the material at any stage during its manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification or not fit for their intended purpose without invalidating the remainder of the order, at the discretion of the Purchaser. All rejected material shall be removed by the Supplier at its own costs within 15 days from the date of such rejection notice posted by the Purchaser to the Supplier. In case of any failure due to any reasons to remove the goods/material the Purchaser shall have all rights to remove such defective materials/goods from the Purchaser's its customer's premises and discard it.

2.3. The Purchaser shall under no circumstances be liable or held accountable for any damage, loss, deterioration of the rejected materials/goods for discarding the material/goods, or for any value for it. The Purchaser shall also be entitled to charge an amount of 5% (of the value of rejected materials) per every week of the delay towards storage charges without any upper limit.

## 3. ORDER ACCEPTANCE:

The duplicate copy attached to the PO, duly acknowledged, must be returned within seven (7) days of the date on the order. If the duplicate copy of the PO is not received by ACME within the stipulated period, it may be treated as acceptance of the PO without further negotiation.

## 4. PRICE:

The prices governing this PO shall for all purposes be inclusive of all taxes, duties and charges payable within India and at the place of Supplier, remain firm and binding unless otherwise agreed to specifically in writing by the Purchaser in this purchase order. The price is inclusive of expenses, duties, levies including withholding taxes, cess, cost and charges not provided for in the PO, shall be borne by the Supplier. Prices in the PO shall not be subject to any escalation under any circumstances and any escalation shall be to the account of the Supplier. However, any reduction in price of the materials/services shall be passed on to the Purchaser, whether caused due to single or multiple factors, including reduction in government tax/cess.

For deliveries comprising installation, commissioning or provision of services the transfer of risk shall be at the time of on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt of goods by the Purchaser at the designated place of receipt. Subject to confirmation of the Goods or Services being as per the specifications of the Purchaser, within ninety (90) days from the date of such delivery, the Purchaser shall intimate the Supplier accordingly for any change.

## 5. FORCE MAJEURE:

The Purchaser shall be under no liability for failure to accept the deliveries of goods or services, if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes, civil commotion, riots, violence, acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the Purchaser. Such occurrences shall be informed in writing by the Supplier.

Liquidated Damages (LD): If Supplier fails to deliver the goods or services within the time specified or any extension thereof as permitted in writing by the Purchaser, the Purchaser shall recover from the Supplier as LD, a sum of 1% per day (day means and includes all seven days of a week) of delay subject to maximum 25% of the total Contract Price. The maximum deduction will be 30% of the PO price where deliveries involving installation, commissioning or services. In the event of failure to complete the supply of Goods or Services, ACME shall have the liberty to purchase the same good or services from any other third party to complete the project on time and it shall be to the account of Purchaser.

## 6. RESERVATIONS:

The signature on the delivery notes merely testifies the receipt of the goods on "as is where is". ACME reserves the right to notify the Supplier by email/Fax/post of any loss, damage or non-conformities that are revealed when the Goods are unpacked or subsequently inspected.

## EXTENSION OF DELIVERY PERIOD:

If the delivery of the materials/services is delayed due to Force Majeure or any reason out of the control of the Supplier, the Supplier shall within 2 days of such occurrence give written notice to the Purchaser of such claim of Force Majeure and seek extension of delivery time. The Purchaser on receipt of such notice may agree to extend the delivery date in writing, as may be reasonable. Any demurrage, penalties etc. that becomes leviable by virtue of the delay shall be to the account of the Supplier.

## 7. LATE SHIPMENT:

Delivery time is the essence of this PO and must be strictly adhered to, except when expressly agreed for extension of time. In all cases Delivery shall be as per the respective delivery date mentioned herein before i.e. Scheduled Date of Commissioning. If the Supplier fails to deliver the goods in time, the Purchaser may, at its sole discretion:

(a) treat the order as cancelled at any time and recover any loss or damage from the Supplier;

(b) purchase the goods ordered or any part thereof from other market sources on Supplier's account, in which case, the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this PO, but also any other loss or damage the Purchaser may suffer due to such non-supply.

(c) without prejudice to above provision the Purchaser may, at its sole discretion, accept such delayed / late delivery, subject to a deduction in payment of 1% of the total order price for every day or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 25% of the total order price for the goods. The maximum deduction shall be 30% of the total PO price where deliveries involving installation, commissioning or services.

(d) For the purpose of establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time as stated in the PO shall be the date of acceptance.

ACME reserves the right to advise the Supplier by email/Fax/postal mail of the cancellation of the PO that remains undelivered 30 days after the specified shipment date without any liability to ACME under the said PO. ACME reserves the right to debit Supplier for loss or damage, including, but not limited to, indirect, incidental, or consequential and liquidated damages (including, without limitation, loss of goodwill, loss of profits or revenues, loss of use, loss of production, interruption of business, and claims of customers) loss of reputation and loss of income or profits due to non-delivery/late delivery.

## 8. DELIVERY:

Delivery shall be as per the respective delivery date mentioned herein before.

## 9. REJECTION OF GOODS:

All goods not conforming to the PO specifications shall be rejected by ACME and notified to supplier vide material receipt Challan. ACME reserves the right to cancel the PO after Two (2) successive rejections of goods for non-conformance without any liability to ACME under such PO. In any case, all transportation charges shall be borne by Supplier for all rejection and replacements and for new goods. ACME reserves the right to debit suppliers for losses incurred due to rejection of Goods and Services.

Specific Requirements for Sites:

Without limiting the foregoing, Supplier shall, when working on Purchaser's or project sites:

(a) appoint competent and experienced personnel- at the Purchaser's or its customer's premises as per requirement of Purchaser. (b) Deploy equipment and machinery as per the requirement of Purchaser.

(c) Without prejudice to above provision Purchaser may accept the variation in total number of man power and or machinery deployed subject to a deduction in payment of 5% of the total order price towards liquidated damages.

ACME reserves the right to advise the supplier by email/Fax/postal mail of the cancellation of the order that remains undelivered 30 days after the specified shipment date without any liability to ACME. ACME under the said PO reserves the right to debit Supplier for loss or damage, including, but not limited to, indirect, incidental, or consequential and liquidated damages (including, without limitation, loss of goodwill, loss of profits or revenues, loss of use, loss of production, interruption of business, and claims of customers) loss of reputation and loss of income or profits due to non-delivery/late delivery.

## 10. ADVANCE PAYMENT:

Any advance payment as sought by the Supplier shall be submitted with an advance bank guarantee to the equal sum of such advance required.

## 11. PACKING AND MARKING:

The goods shall be packed and marked as per global standards of packing and marking and in accordance with Purchaser's instructions with any statutory / regulatory requirements of the carriers, and all approval, permits and documents relating thereto shall bear prominent and adequate warnings. In this regard, the Supplier shall indemnify and keep indemnified the Purchaser for any such loss, damage or injury (whether fatal or otherwise) including third party claims, attorney costs and legal expenses as a result of breach of this condition. All packages, containers, etc shall be clearly marked or labeled with the appropriate PO Number.

## 12. INVOICING & TERMS OF PAYMENT:

Invoices to be submitted to the Purchaser in duplicate within (7) days of the dispatch of goods. Invoices shall clearly show relevant PO Numbers and shall at all times be dated. The Invoice shall be submitted along with the duly acknowledged delivery challan as a proof of delivery of goods. The Supplier shall only invoice for the value of goods specified in Purchaser's PO. In the event Supplier has incurred additional cost, such costs are to be invoiced separately subject prior acceptance by the Purchaser's and amendment / variation to the PO has been issued.

## 13. STATUTORY COMPLIANCES:

### A) Labour Laws

Supplier is required to comply with all labour laws of Central as well as State Government. Supplier shall maintain all records at its own cost that is required under these provisions from time to time. The Supplier shall also be responsible for the safety of its employees/workmen and those engaged by its subcontractors. The Supplier shall abide by all prevailing laws of India including but not limited to the following:

a. Contract Labour (Regulation and Abolition) Act, 1970.

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- b. Payment of Wages Act, 1936;
- c. Minimum Wages Act, 1948;
- d. Employers Liability Act, 1938;
- e. Employees Compensation Act, 1923;
- f. Employees Provident Fund Act, 1952;
- g. Employees State Insurance Act, 1948;
- h. Payment of Bonus Act, 1965; or
- i. Any other State Statute, Act, Laws as may be applicable.

#### **B) Taxes and Duties**

The Supplier shall duly register and comply with all the provisions of regarding registration of all taxes including Goods and Service tax Laws as applicable. The Supplier shall be responsible for all Goods and Service tax, other indirect taxes, duties and charges of any kind imposed by any state or local governmental entity on any amounts payable by Supplier.

The Supplier / Service Provider shall also comply with all procedural formalities prescribed by the applicable statutes for raising the invoice (Including but not limited to uploading of the data as regards invoices / any other documents evidencing the payments to the Service provider, in a correct form and in line with the prescribed law and rules there under). Failure by the Supplier / Service Provider to comply with the procedural requirement may cause losses to ACME including adversely impacting the availment of credit for applicable Indirect Taxes & cesses, if any by ACME and levy of interest and penalty on ACME. The Supplier / Service Provider agrees to indemnify ACME against all losses and damages caused to ACME due to failure of Supplier / Service Provider to adhere with or follow the statutory requirements. The amount of indemnity shall include but may not be limited to the actual loss incurred by ACME, if tax credit is either deferred or denied as the case may be, due to the act of the Supplier / Service Provider and shall also include the applicable interest and penalties that could accrue as a result of above

#### **14.WARRANTY:**

i. Unless specifically stated, all warranties shall be as per terms and conditions of PO. If no agreement exists, the Supplier represent and warrant that the goods and / or services supplied under this PO shall be free from any and all patent and latent defects, fault in design, materials used or workmanship and shall comply with such Intellectual property rights as required for its use and performance and be of such quality and quantity so as to meet the purposes for which they were intended. In addition to above, the Supplier warrants all goods and / or services provided hereunder are subject to all design, materials or workmanship guarantee and intellectual property rights license, for a period of 24 months from the date of acceptance.

ii. f during the warranty period, any goods and / or services supplied are found to be defective in design, materials or workmanship, non -licensed intellectual property rights or of unsuitable size or type for the purposes for which are intended, or otherwise not in conformity with the requirements of this PO, the Purchaser in addition to any rights which it may have under warranties or otherwise shall have right to reject and return such goods and or services, at the Supplier's expenses. Alternatively, at the Purchaser's option and at no cost, loss and or damage to the Purchaser, the Supplier shall make all necessary alterations, repairs or replacements as may be necessary to meet the specifications and fulfill the guarantees. The Supplier shall replace the items at no cost to the Purchaser or at the Purchaser's option with an extended warranty period of 12 months from the date of such repair and or replacement. All alterations, repairs or replacements shall be performed at a time convenient to the Purchaser. In the event, the Purchaser incurs any costs or loss or damage, due to the supply of defective goods by Supplier, or any breach of this PO causing delay in completion of the PO, such costs and expenses shall be to Supplier's account. The Supplier agrees to the same without any demur.

#### **15.ADDITIONAL WARRANTY:**

i. Any replacements, parts or repairs shall be done by Supplier which shall have a one-year warranty on such goods and or services. In case of any upgrade or update of goods or services available, the same shall be provided to the Purchaser at no additional cost

ii. The Supplier shall agree that all goods and services provided as per the PO shall be rendered in a competent and diligent manner, consistent with accepted industry practice and any applicable professional standards. For any goods or services performed which do not conform to such practice, standards, or codes, the Seller shall upon notice from Purchaser, correct the requirements of Purchaser in a prompt manner and at the Supplier's cost and expense. Such warranty shall be for a period of one year from the date such goods or service is accepted by Purchaser.

#### **16.CHANGES:**

The Purchaser shall have the right to make changes in this PO on a written notice to Supplier, if such changes should cause an increase or decrease in the amount due or in the time required for performance, and equitable adjustment shall be made and the PO modified in writing. The Supplier must assert any claim for adjustment in writing within 7 days from the date the changes is ordered. Nothing contained herein shall absolve the Supplier from proceeding without delay in performance of the order.

#### **17.PATENTS:**

The Supplier guarantees and agrees that all equipment and materials and devices furnished under this PO are and shall be free and clear to infringement of any valid patent and the Supplier shall at his own expenses defend any and all actions or suits charging such infringements.

#### **18.INTELLECTUAL PROPERTY RIGHTS:**

i. The Supplier shall protect and indemnify Purchaser, its officers, agents, servants, and employees, from and against claims, damages, judgments, expenses, and losses (including attorney's fees) arising from infringement or alleged infringement of any intellectual property rights by any of the goods and or services delivered, and Supplier shall defend or settle at its own expense any suit or proceeding brought against the Purchaser, its officers, agents, servants, and employees for such infringement, provided that the Supplier is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information, and assistance by Purchaser for the defense or settlement thereof.

ii. The cost of all such information or assistance, including legal costs, if any, shall be for the Supplier's account, and provided further that Purchaser shall not settle nor compromise any such suit or proceeding without the prior written consent of the Supplier.

iii. Furthermore, in the event that the Purchaser should be enjoined in such audit or proceedings from using any of the goods and or services delivered hereunder, the Supplier, at its option, shall promptly either: (a) secure termination of the injunction and procure for Purchaser the right to use or license for such goods without any obligation or liability, (b) replace said goods with non-infringing goods or modify same to become non-infringing, all at Supplier 's expense and to Purchaser 's satisfaction.

#### **19.INSURANCE COVERAGE:**

The Supplier shall have adequate and comprehensive insurance coverage to wholly indemnify, keep indemnified and defend Purchaser, their officers, third party contractor and employees from any and all claims, losses, damage, costs, judgments and expenses including legal fees and cost resulting from injury or death to any person or damage, loss or destruction to any property which arises out of or related in any of the goods provided and or services performed under the terms of this PO. The Supplier shall have the insurance cover as stated above, till full delivery from the Purchaser and the title and risk of such goods and or services is passed on to the Purchaser.

#### **20. ANTI DUMPING:**

The parties herein agree that in the event of any Anti-Dumping provisions applicable to this PO, when the material is considered as being dumped due to export price of the material being less than the comparable price in India, then the Supplier shall ensure that there are no such sales of the material in the ordinary course of business. The Supplier shall comply with the Anti-Dumping laws of India and shall be wholly liable for any duty levied. Further the Supplier shall extend all documentary support to the Buyer in order to support the Buyer to present its case with the statutory authorities. The Supplier shall refund such duties the Buyer shall be held liable to pay in this regard.

Seller will indemnify, defend and hold Buyer harmless from and against any costs or expenses including any countervailing duties which may be imposed and, to the extent permitted by law, any preliminary dumping duties that may be imposed. In the event that countervailing or anti-dumping duties are imposed that cannot be readily recovered from Supplier, the Purchaser may terminate this PO with no further liability of any nature whatsoever to the Supplier hereunder. In the event that any jurisdiction imposes punitive or other additional tariffs on goods subject to this PO in connection with a trade dispute or as a remedy in an "escape clause" action or for any other reason.

#### **21.PARTIAL OR NON-PERFORMANCE:**

The Parties herein agree that in the event, the Supplier fails to honour or comply with the delivery timelines or non compliance to the technical specification as specified by the Purchaser, for the materials/services to be supplied under this PO except otherwise for the reasons of Force Majeure as specified in this PO or in case of any express written waiver granted by the Purchaser, the Supplier shall compensate the Purchaser the same penalty or liquidated damages as claimed by the client's of the Purchaser and the damages suffered by the Purchaser due to such delay or failure caused on the part of the Supplier.

#### **22.INDEMINITY:**

Without limiting any other remedy of the Purchaser, the Supplier shall at its own expense, defend, indemnify and hold harmless the Purchaser its directors, officers, employees, agents and customers from and against any and all loss, cost, expense, damages, claims, proceedings, actions, demands or liability, including legal costs and advocates counsel fees and expenses, incurred or suffered by the Purchaser resulting from bodily injury, sickness, disease, or death of persons, or damage to property arising out of or in connection with the Supplier's performance or non-performance of this orderPO including but not limited to:

(i) non-compliance with the Purchaser's EHS requirements; negligence or wilful misconduct of the Supplier, its employees, contractors, suppliers or agents; defects in the workmanship, materials or design of the gGoods supplied, services or work performed by the Supplier; failure to comply with central, state or local laws; or breach of this PO termsorder.

The indemnity in this clause herein is a continuing indemnity and survives termination or expiration of this orderPO. Without limiting the indemnity contained in this clause, if any of the persons employed or engaged by the Supplier or Purchaser'ss employees for any action and/or inaction of the Supplier, such Supplier persons suffers injury, disablement (full or partial) and fatality or become ill while at the Purchaser'sr its customer premises or on site and requires medical treatment and/or transportation, the Supplier shall pay and indemnify the Purchaser 's or its customer for all costs and liability suffered or incurred by the Purchaser or its customer arising out of or in connection with the provision of or arrangement for such medical treatment and/or transportation. The same shall be subject to submission of documentation.

#### **23.ARBITRATION:**

The Parties shall first use their best efforts to settle amicably any dispute arising out of or in connection this PO as to the interpretation or any other matter, by negotiation by referring the dispute to the senior representatives of each Party, requesting a resolution of the dispute within Ten (10) days of reference.

In the event of any dispute or difference out of or in connection with this PO as to the interpretation or any other matter, where such matter cannot be resolved amicably, then in such event the parties shall resolve such dispute or difference by reference to Arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 by the Sole Arbitrator appointed by the Purchaser in accordance with said rules. The arbitration will be held at Gurugram, Haryana and shall be conducted in the English language.

#### **24.GOVERNING LAW:**

This PO shall be construed and enforced in accordance with the laws of India.

#### **25.JURISDICTION:**

Without prejudice to the provisions pertaining to arbitration, this PO shall be governed by the laws of India and shall be subject to the Jurisdiction to the Court at GURGAON, Haryana.

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**26.CONFIDENTIALITY:**

"Confidential Information" shall mean and include any and all information disclosed by ACME to the Supplier in a written, verbal or other tangible form. The Supplier agrees to treat and maintain as confidential and proprietary all Confidential Information furnished by ACME pursuant to or in connection with this PO. Supplier shall not use such Confidential Information for commercial purposes except as here in provided and shall not disclose any Confidential Information to any one other than its employees who have a need to know the confidential information in the performance of this PO. The Supplier's obligation under this section shall survive any termination or expiration of this PO. Supplier shall keep strictly confidential the terms of this PO including the financial terms and shall not disclose such information to any third parties without the prior written consent of ACME. Supplier shall also not use ACME name, its logo etc as a reference in any of its presentation, meeting, brochures, etc. without the prior written consent of ACME.

**27.TERMINATION WITHOUT FAULT:**

The Purchaser shall have the right to terminate the PO with no cost/damage attributed to it any time without assigning any reason and at will after giving written notice of 15 days to the Supplier.

**Ethics and Code of Conduct:**

The Supplier should adhere to all compliances notified in the Purchaser's code of conduct, failure to comply with which may result in the Purchaser terminating its business relationship with the Supplier or allow the Purchaser to take legal action as it deems necessary and the Supplier agrees to not hold the Purchaser liable for any losses or damages it may suffer as a result of such termination.

1. ACME, in its Ethics policy, prohibits its employees from demanding/accepting or payment of illegal gratification in the form of cash/bribes, child labor, equal opportunity in course of all their business dealings which prejudices the business interest of the company.
2. The suppliers, contractors and all other business associates agree to do business with ACME in the most ethical manner in all business dealings.
3. Suppliers and business associates are expected to bring to the notice of ACME ethics officer of any unethical behavior of an ACME employee which may come to their notice with properly documented evidence.
4. ACME also desires that the business associates must refrain from giving or attempting to pay illegal gratification/bribes/kickbacks to any employee of the company. Any attempt to provide such personal gratification to any ACME employee will be viewed seriously and in the event of confirmation of any such instances, it may lead to
  - i. Termination of all business dealings with ACME which may come to their notice with properly documented evidence.
  - ii. Blacklisting with all ACME group companies for all future business.
  - iii. Levy of financial penalty.
  - iv. Reporting of the issue to law enforcement agencies.
  - v. Appropriate legal action, where necessary.
5. Suppliers and business associates will provide all necessary assistance and information to ACME in carrying out the investigation any employee.

Note:

The clause, conditions or terms or part thereof mentioned in Special Terms and Conditions of this PO shall preside over and above with the terms agreed and stated in the General Terms and Conditions in case of any inconsistency.

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