

HFCL Limited

Trillium. 10th Floor Block I and J, Embassy Tech Village, Outer Ring Road,
Near New Horizon College Devarabisanahalli, Kadabeesanahalli
Bengaluru Urban Karnataka India
GSTIN No.: 29AAACH4041D1Z0

**Service Work Order**

To, Claritus Management Consulting P.L 2602608 (NO) A Block, Sector 16 Noida Uttar Pradesh India GSTIN No. : 09AACCC3838K1ZF ; State Code : 09 PHONE: 9466327445 FAX: E-MAIL: vikas@claritusconsulting.com	Work Order No: 4600002164 Date: 22.07.2024
	Project Name : CORPORATE-IT Ammendment Date:
<p>In accepting this SERVICE WORK ORDER, VENDOR agrees to do WORK specified forth herein and / or attachments hereto. All drawings, designs, specifications , and other data prepared by COMPANY and related thereto are the property of the COMPANY and must be returned to COMPANY upon completion of services by the VENDOR. The information contained herein is not to be released or disclosed for any other use or purpose other than for this SERVICE WORK ORDER It is important that VENDOR signs and returns this Service Work Order copy within seven (7) days of receipt.</p>	
Delivery Terms: EXWEXW Work Order Start Date: 22.07.2024 Work Order Validity End Date: 31.12.2025 Payment Terms: 45 days M1 Exchange	Value of Work: 1,500,000.00 INR IGST: 270,000.00 INR Central GST: 0.00 INR State GST: 0.00 INR
Total Order Value: 1,770,000.00 INR Value in Words: SEVENTEEN LAKH SEVENTY THOUSAND Rupees	
(value of work order number)	
Engineer Incharge: Tel No: Email:	
For HFCL Limited Authorized Signatory Name: Designation: Date:	Contractor's Acceptance: I/We accept the Service Work Order along with its annexure Authorized Signatory Name: Designation: Date:



Work Order No.: 4600002164 **Date:** 22.07.2024

No.	Item Code	Work Description	SAC Code	Quantity	UOM	Price Details	Unit Rate	Amount(INR)
1		MS Team Business Premium		1.000	AU	Value of Work		750000.00
							18.00 %	135000.00
The item covers the following Work								
10	3003259	Microsoft 365 Business Premium	9973	50.000	EA		15000.00	750000.00
2		MS Team Business Premium		1.000	AU	Value of Work		750000.00
							18.00 %	135000.00
The item covers the following Work								
10	3003259	Microsoft 365 Business Premium	9973	50.000	EA		15000.00	750000.00

DRAFT



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ANNEXURE

1. Scope of Work:- Microsoft 365 Business Premium
100 users.

From 07-july-2024 to 06-July-2025

2. Good & Services Tax

2.1 GST will be applicable and it's mandatory on part of Contractor to get them registered under GST.

Ø Contractor to mention their GST registration number on each invoice and HSN/SAC code for each item/service. Noncompliance of the same shall lead to delay in release of payment, in such event of delays the Contractor shall not have a right to pressurize hard to maintain the original terms of payment.

Ø In the event of any clarification on point of invoicing the same can be shared with HFCL.

HFCL reserves the right to hold or recover the amount equivalent to GST (IGST/CGST/SGST) until the invoice information with Taxes uploaded by the Contractor is in line with the taxes charged/claimed are reflected in HFC'S account in GSTIN Portal. The amount other than tax will be paid as per terms of the purchase order. The Contractor in no way can claim the taxes once paid and deposited by HFCL under reverse charge (as Purchase tax) in the event of the same is not reflecting and as the HFCL is duty bound to pay/deposit the same.

2.2 The prices will remain firm for the quantities as mentioned.

2.3 For changes in taxes/ duties during the scheduled delivery period, the unit price shall be regulated as under:

a) Prices will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time

b) In case of reduction of taxes and other statutory duties during the scheduled delivery period, purchaser shall take the benefit of decrease in these taxes/ duties for the supplies made from the date of enactment of revised duties/taxes.

c) In case of increase in duties/taxes during the scheduled delivery period, the purchaser shall revise the prices as per new duties/ taxes for the supplies, to be made during the remaining delivery period as per terms and conditions of the purchase order.

2.4 Any increase in taxes and other statutory duties/ levies, after the expiry of the delivery date shall be to the contractor's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the contractor. The total price is to be adjusted (by reducing the basic price) with increased duties and taxes as per price mentioned in PO.

2. PAYMENT TERMS:- 100% within 45 days from the acceptance of delivery of goods or services along with submission of valid tax invoice and requisite supporting(s) are acknowledged by our representative.

Acceptance of delivery of goods or services shall be deemed to be complete when upon actual delivery /service fulfilment along with submission of valid tax invoice and requisite supporting(s) are acknowledged by our representative;

HFCL shall not be responsible for any delay in payment or interest thereto where objection, if any, is made in writing by the company pertaining to the above till such time such objection is removed by the vendor to the satisfaction of HFCL.

Payment to be made through M1 exchange

Note:- (i) In case of payment hold for defect liability period take the BG/Security deposit for equivalent amount or vendor shall raise their invoice of equivalent amount of payment due only.

(ii) If credit period more than 45 days in that case take the financial credit note or negotiate with vendor for earlier payment

3. Validity - From 07-July-2024 to 06-July-2025



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4. CHANGES IN PURCHASE ORDER:

The purchaser may, at any time, by a written order given to a Contractor, make changes within the general scope of the contract in any one or more of the following:

- (a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the Contractor.

If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Contractor for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

5. SUBMISSION OF INVOICES

Original invoice plus two copies along with the following documents should be submitted on dispatch of each consignment

- a) Commercial Invoice clearly indicating break up details of composite price i.e. GST, any other Duties and Taxes, Freight/Packing Charges etc.

ALL FUTURE CORRESPONDANCE SHOULD BE ADDRESSED TO:

HFCL LIMITED

Plot no. 38, Sector -32, Institutional Area,

Gurgaon Haryana - 122002

GSTIN: 06AAACH4041D1Z8

6. Bill to Address:

HFCL LIMITED

Plot no. 38, Sector -32, Institutional Area,

Gurgaon Haryana - 122002

GSTIN: 06AAACH4041D1Z8

7. FORCE MAJEURES:

7.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.



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TERMS AND CONDITIONS

A. The terms and conditions of purchase set forth hereunder ("**General Terms**") along with any other specific terms and conditions mentioned in work order ("**Special Terms**"), (collectively referred to as "**Terms**"), including but not limited to all attachments, exhibits, specifications, drawings, notes, instructions and other written materials and information referred to therein shall apply to all work orders ("**Work Order/WO**") issued by HFCL Limited ("**HFCL**") for (a) provision of goods, specified in the WO ("**Goods**"), and/or (b) provision of services specified in the WO ("**Services**") to the concerned vendor ("**Supplier/Service Provider/Vendor**"). These Terms along with the WO and the relevant agreements, including but not limited to, tender documents, purchase agreement, supply agreement, service agreement, manpower supply agreement, freight forwarding/CHA agreement and/or service level agreement executed by HFCL and the Supplier in relation to the Goods and/or Services, as the case may be ("**Purchase Agreement**") shall constitute an entire agreement ("**Agreement**"). For avoidance of doubt, in the absence of any Purchase Agreement or any underlying agreement, these Terms along with the WO shall constitute the entire Agreement.

B. The Terms of the WO are provided hereunder in accordance with the conditions of the underlying Purchase Agreement and the order of precedence is as specified below:

- I. The Special Terms specified in the WO;
- II. The terms of the underlying Purchase Agreement or any other agreement and its annexures/exhibits, as the case may be;
- III. WO
- IV. The General Terms of the WO User to check and confirm the order of precedence.

1. Scope of Work Order & Acceptance

- 1.1 This WO by HFCL is for purchase of Goods and/or performance of Services described herein.
- 1.2 HFCL may reject any additional or inconsistent terms and condition offered by Vendor unless agreed by both the parties in writing.
- 1.3 Any reference to Vendor's quotation, bid or proposal will not be deemed acceptance of any term, condition, or instruction contained in that document, unless specifically provided to the contrary herein.
- 1.4 The Vendor's performance of its obligation under this WO or the Agreement (as the case may be), shall constitute deemed acceptance of this Agreement and/or WO, unless the WO is specifically rejected by the Vendor in writing within _03 working days from the date of receipt of WO.



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1.5 No course of prior dealing or usage of trade will be used to modify, supplement or explain any term herein by the Supplier or the Service Provider (as the case may be). If the Vendor becomes aware of any ambiguities, inconsistencies, issues or discrepancies between the Work Order, the Purchase Agreement or any relevant agreement (as the case may be), the terms of the documents relating to the supply of Goods and/or Services and any specification, design or other technical requirement applicable to this Work Order, Vendor will immediately submit the matter to HFCL for resolution.

1.6 However, no change or modifications of this Work Order will be binding upon HFCL unless specified in writing, specifically identifying that it is amending the Work Order, and signed or approved electronically, by an authorized representative of HFCL.

1.7 Any Special Terms provided under this WO shall amend the General Terms hereunder. It is however clarified, that in case of inconsistency in the terms of dispute resolution mechanism and/or governing law and jurisdiction clause, the corresponding clause in the Purchase Agreement and/or any other relevant Agreement (as the case may be) shall prevail.

2. Supply, Performance & Quality Assurance

2.1 The Vendor shall deliver the Goods and/or perform the Services in accordance to the satisfaction of HFCL and the terms of the Agreement. If the Goods supplied and/or Services rendered are within the satisfaction of HFCL, HFCL shall pay the price for the Goods delivered and/or Services performed and accepted in terms of the Agreement.

2.2 The Goods manufactured by the Supplier from any data furnished by HFCL, shall not be manufactured/sold by the Supplier for/to any third party.

2.3 The Vendor shall manufacture the quantity and quality of the Goods and/or perform Services as per the specifications in the WO (schedule and forecast, if any, mutually agreed by the parties in writing) from time to time, in the event:

2.3.1. Supplier manufactures any excess quantity, the Vendor shall inform HFCL immediately, and, on HFCL's demand, (i) preserve such excess quantity for ultimate sale to HFCL, or (ii) destroy the excess Goods manufactured, at its own cost. The Supplier shall in no event sell the excess Goods with HFCL's branding to any third party. The provision of this clause shall also be applicable to Goods rejected by HFCL.

2.3.2. Service Provider performs any additional service, the Service Provider shall inform HFCL immediately, which additional/excess service shall be free of cost. The Service Provider shall also be liable to pay the costs incurred towards any loss, claim, penalty, damages, fines, tax, cess, and levies etc., caused due to performance of such additional services.

2.4 In the event of the Supplier develops any special jigs/fixtures/accomplishment as per HFCL drawings, HFCL shall have the first right to purchase the same from the Supplier at a reasonable price and in no event higher than the Supplier's book value. The right under this clause shall be available to HFCL in the event the



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Supplier stops its business and/or manufacturing/marketing of the Goods for HFCL.

2.5 The Vendor warrants, represents and undertakes that all Goods supplied and/or Services performed; (a) will comply with the requirements of the Agreement, including any specific requirements specified in the Work Order, any Goods and/or Services specification referred to in the Work Order and/or the Special Terms ("**Specification**"), and with all applicable legal and regulatory requirements ("**Applicable Laws**"); and (b) will be new and unused, of high quality, free from any latent or patent defects, as per good industrial standards, suitable and safe for use of their intended purpose.

2.6 The Vendor shall perform all of its obligations under the Agreement in strict compliance with the terms of the Agreement and Applicable Laws, in a professional, commercial and diligent manner, and in accordance with generally accepted industry and professional standards, procedures and practices.

2.7 The supplies of the Goods and/or performance of Services should be made on self-certification basis by the Vendor along with metallurgical reports, inspection reports and test certificates as applicable and HFCL shall not accept supplies and Services made without enclosing the aforesaid documents, as applicable.

2.8 The Vendor warrants, represents and undertakes that the Goods will be manufactured and Services will be performed using suitable raw materials which are of a high quality appropriate for the manufacture of the Goods and which fulfil any specific requirements set out in the Agreement and/or any Specification and Applicable Laws.

2.9 All Services shall be provided using all reasonable care and skill, in accordance with the Agreement and to all specifications and descriptions specified by HFCL, in accordance with all Applicable Laws and generally recognized commercial practices and standards in the industry for similar services and by personnel who are suitably skilled and experienced to perform task assigned to them.

2.10 The Vendor shall supply and deliver the Goods and/or perform the Services according to the timeframes and delivery or due dates set out in the Work Order or as otherwise agreed by HFCL in writing. The Vendor shall promptly notify HFCL in writing of any event which could adversely affect the scheduled timeframes and delivery or due dates for the delivery of the Goods and/or performance of the Services.

3. Price

3.1 This Work Order shall not be executed at prices higher than those specified herein, unless otherwise agreed by HFCL in writing for amendment of the WO. The price specified in this Work Order includes all subcontracting costs associated with this Work Order. HFCL shall have no responsibility for any increased costs



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incurred by Vendor in connection with any material procured, labour or subcontractors, unless such additional costs are negotiated and agreed to in writing by HFCL. Vendor warrants that the prices specified herein are no less favorable than the prices given by Vendor to any other customer. If Vendor quotes a lower price vis-à-vis Goods & Services to anyone during the life of this Agreement, Vendor shall notify to HFCL within a period of ___01___ days from the date of such sale and such lower prices shall prevail in respect of any quantity undelivered or Services unperformed hereunder. If HFCL is quoted a lower price by someone other than the Vendor & HFCL notifies the Vendor in writing of the lower price; the Vendor becomes obligated to meet lower price for the undelivered quantity of goods and/or services unperformed and in case the Vendor does not wish to meet the lower price, HFCL may purchase any undelivered quantity of Goods and Services unperformed hereunder at the lower price from such third party, thereby terminating the Work Order with no further liability to Vendor for such undelivered quantity of Goods and/or Services unperformed.

3.2 Unless otherwise agreed to in writing by HFCL, the price specified on this Work Order includes all charges for packing, cartage, storage, drayage, and transportation as per terms of this Work Order. Vendor shall pay all delivery charges in excess of that HFCL has agreed to pay. The price quoted in this WO for supply of Goods and/or Services shall be exclusive of any applicable Goods and Services Tax (GST) and inclusive of all other taxes, duties, fees, levies, cess (including BOCW cess) and other impositions imposed under the Applicable Law, on the Supplier. BOCW cess shall be deducted at the applicable rate from each running invoices/bills, unless the proof of payment of BOCW cess is submitted by the Supplier along with the invoices/bills. All taxes, duties, assessments, deductions, cess, fees, penalties, interest and charges levied under any law for the time being in force are firm unless agreed by the HFCL in writing and/or changed by the Government.

3.3 Vendor warrants that the prices will comply with applicable government law and regulations. HFCL shall, in no event, be responsible for any liability that may become due on account of any alleged non-payment of any or all taxes, levies, duties, assessments, deductions, penalties, cess, fees, charges and/or interest thereon on the Vendor's end.

3.4 In case the Input Tax Credit as per GST Act, CGST/SGST/IGST/UGST and/or cess is not paid within the time frame as specified under the Applicable Laws and HFCL incurs losses on account of availment/benefit of such Input Tax Credit, the same will be recovered from the Vendor with interest and penalty, if any.

3.5 The Vendor shall provide a proper invoice, debit and credit note in the form and manner prescribed under the applicable GST rules. Vendor shall report the transaction in GST returns and shall pay off the GST liability to enable HFCL to claim GST input tax credit as per the applicable GST laws and regulations. In the event that the Vendor fails to provide the invoice in conformity under the GST rules, HFCL shall not be made liable to make any payment against such invoice(s).

3.6 In the event that the Vendor does not deposit the GST charged on the invoice issued to HFCL or such GST charged on the invoice and paid by HFCL is not



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reflected in the online tax credit ledger on common GSTIN portal of the Government as an eligible input tax credit for any reason whatsoever, HFCL shall be entitled to recover such GST amount from the Vendor along with applicable interest and penalty by way of debiting the Vendor's account.

3.7 As per the applicable GST rules Supplier is responsible to prepare/extend an E way bill for transportation of goods on online portal.

3.8 GST Rate and HSN classification for the items specified in the Work Order is to be verified by the Vendor. For any discrepancy in the same, Vendor would be solely responsible. Further, it is to be noted that, in case of any breach in compliance with foregoing provisions at the Vendor's end and there is a tax, interest or penalty liability, if any, accrues/arises on Vendor, HFCL shall not be held liable to make good of the said liability or loss under any circumstances.

3.9 Furthermore, in case of any breach in compliance with foregoing provisions at the Vendor's end and there is any tax, interest or penalty liability, if any, accrues/arises on HFCL or any other loss occurred to HFCL by reason of such breach then Vendor shall indemnify HFCL for such tax, interest or penalty liability or any such loss occurred to HFCL.

3.10 Vendor is required to collect tax at source (TCS) @0.1% (or as per the prevailing rates) on consideration received (including GST) for sale of goods (other than exports) exceeding INR 50 lakhs during a year. TCS for all transactions shall be released (as applicable) at the time of payment subject to receipt of debit note for TCS amount for all outstanding account payables and for all applicable transactions, provided the said transaction(s) is/are not subject to Income Tax TDS. User to check and confirm the present clause with finance and tax.

4. Payment and Invoicing

4.1 All invoices shall be sent to HFCL along with the Goods or at the time of completion of the Service (as the case may be), unless agreed otherwise. It is hereby clarified that payment against an invoice shall be subject to receipt of physical copy of the invoice(s) by HFCL. User to confirm if this is an applicable standard under all POs. It is hereby agreed that subject to HFCL's inspection of the Goods and/or Services and rejecting the Goods supplied or Services rendered on account of being non-compliant, HFCL agrees to pay all undisputed payments, within the timeframe agreed between the Parties in the WO.

4.2 In User to confirm if this clause is applicable for supply of Goods as well. In case of Services, all invoices shall be raised from the concerned State where such Services are rendered and shall be addressed to HFCL's office registered within the said State. Details of HFCL registered office within the State where the Services are performed will be shared separately by HFCL.



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4.3 The Vendor shall raise the invoice along with all the documents as required under Applicable Law, including but not limited to documents in relation to Labour Law compliances such as (a) PF Registration & Challan for the respective period, (b) ESIC Registration & challans for the respective periods, (c) Professional tax registration and payment proof, (d) GST registration, (e) Income Tax Permanent Account Number, (g) BOCW registration and payment proof of BOCW cess; and any other such document as required by HFCL or any competent authority and/or under Applicable Law from time to time. User to check with finance team.

4.4 Each invoice shall relate only to one Work Order and clearly specify Work Order number, description of the Goods and/or the Services as per the Work Order and quantity of the Goods and/or period for which such Services are performed. The physical invoice shall be (i) in triplicate with inspection report/self-certification, as applicable, (ii) be accompanied by supporting documents as required. Failure to comply with these instructions may result (in rejection of the concerned invoice raised by the Supplier). User to check and confirm.

4.5 Without prejudice to its other rights and remedies, HFCL may set-off and deduct from the sums due to the Vendor pursuant to any agreement any sums (whether liquidated or not) owed by the Supplier to it, irrespective of whether the liability to pay those sums arose under or in connection with the Agreement or otherwise.

4.6 HFCL may withhold any disputed amount of any invoice raised under the Agreement until the dispute has been finally resolved.

4.7 If the Vendor is registered under Micro, Small & Medium Enterprises ("MSME") (registered under MSME Act, 2006), then the Vendor shall upon acceptance of the WO, provide the relevant documents to HFCL including the registration certificate forthwith along with such other documents as may be required by HFCL. In such case, the payment shall be made as per the MSME Act, 2006 subject to acceptance of relevant goods and/or service (as the case may be) by HFCL. HFCL shall not be responsible for any delay in payment or interest thereto where objection, if any, is made in writing by HFCL.

Payment to be made through M1 exchange Note to finance: Please explain the concept of M1 exchange.

Note:- (i) In case of payment hold for defect liability period take the BG/Security deposit for equivalent amount or vendor shall raise their invoice of equivalent amount of payment due only.

(ii) If credit period more than 45 days in that case take the financial credit note or negotiate with vendor for earlier payment Note to finance: Please clear the intent of incorporating this clause.

5. Shipment, Delivery and Performance



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- 5.1. The delivery of the Goods and/or performance of Services in conformity with the timelines specified hereunder shall be deemed to be the essence of time under the Agreement, Vendor shall deliver Goods and Services (as the case may be) in accordance with the quantities, quality and the date(s) specified in this Work Order. Unless otherwise agreed by HFCL in writing, all Goods shipped on same day from and to a single location must be consolidated on one bill of lading or air waybill, as the case may be. If only a portion of the Goods and/or Services specified in this Work Order is available for shipment to meet the delivery date, Vendor shall unless HFCL instructs otherwise, (i) ship the available Goods and perform such Services which can be rendered in time to ensure timely delivery and/or performance (as the case may be), at its own costs, the remaining portion of the Goods and Services as and when such Goods and Services are made available and/or can be performed.
- 5.2. HFCL reserves its rights to increase or decrease up to 20% of the quantity of Goods and/or Services specified in the WO without any change in the unit price or other terms and conditions of the Agreement. Any variation beyond 20% shall be discussed and agreed between the Parties mutually.
- 5.3. Whenever anything delays or threatens to delay the timely performance of this Work Order, Vendor must immediately notify HFCL in writing within a period of 01 days along with relevant and supporting information specifying reasons of such delay. Such notice shall not constitute a waiver by HFCL of any of Vendor's obligation hereunder.
- 5.4. Without prejudice to any other of its rights express or implied by law, in case of any early, late, partial, excessive, defective or otherwise incorrect delivery or performance or any other failure by the Vendor to comply with the Agreement, HFCL shall be entitled, at its sole discretion, to exercise some, all or any of the following rights, namely:
- (a) to reject such delivery or performance and, where any Goods and/or Services so rejected are the same as other Goods and/or Services supplied by the Vendor to HFCL, HFCL may reject those Goods and/or Services also;
 - (b) to refuse to accept any subsequent Goods and/or Services which the Vendor attempts to make;
 - (c) to require the Vendor at its expense to immediately supply in substitution for any rejected Goods and/or Services, Goods and/or Services which conform;
 - (d) to recover any costs incurred in obtaining substitute Goods and/or Services from any third party;
 - (e) where paid in advance, at its discretion, for Goods and/or Services that have not been provided by the Vendor, to have such sums refunded by the Vendor;
 - (f) at the Vendor's expense, to carry out or have carried out any work which HFCL considers necessary to conform any Goods and/or Services.
- 5.5. Supplier will, at its expense, deliver Goods in the most expeditious shipping method (such as air etc.) through HFCL's authorized transporters/courier/carriers, User to check and confirm. even if that mode of transport is different than specified in this Work Order by HFCL if the delivery schedule is endangered for any reason other than HFCL's fault. User to clarify.. HFCL reserves the right to reject, at no expense to HFCL, all or any part of the delivery that varies from the quantity authorized by HFCL under this Work Order. All items will be packed in accordance with HFCL's instructions or, if none are specified, in accordance with good



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commercial practice in a manner sufficient to ensure receipt in an undamaged condition. All packages will be properly marked for identification as per the instructions in Work Order and contain a packing slip that details, at a minimum, the HFCL#s Work Order number(s), product / manufacturer's part number, detailed description of Goods, total number of boxes in shipment, quantity of product shipped, and final delivery address. The Work Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading and air waybills. For all shipments, Supplier will give notice of shipment to HFCL when the Goods are delivered to a carrier for transportation. Immediately after Supplier delivers the Goods to the carrier, Supplier will send to HFCL a complete set of shipping documents including the commercial invoice, packing list, pre-dispatch inspection report and airway/ bill of lading necessary to release the Goods to HFCL#s custody. Commercial invoice shall contain the details like WO number & date, manufacturer's part number, and country of origin etc. All Goods, unless specifically exempted by the destination country's governing authorities, must be marked with the country of origin (manufacture) of the Goods in a conspicuous place as legible, indelibly and permanently as the nature of the article or packaged permits.

All damages w.r.t shipment of Goods shall be exclusively borne by the Supplier and all damaged Goods (or component thereof) shall be replaced at no cost to HFCL. Without limiting the foregoing, the Supplier shall observe the requirements of Applicable Laws relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labelling, reporting, carriage and disposal. In case of a packaging which is specified by HFCL or which is branded with HFCL marks, the Supplier shall ensure that such packaging is in compliance with Applicable Laws including Legal Metrology requirements

5.6. HFCL#s return shipment to Supplier of any Goods that do not meet the warranties specified by manufacturer or non-confirming to HFCL#s quality, standards, technical specifications and drawings or over shipment of Goods and shall be returned back at Suppliers own risk and expenses including, without limitation, transportation and insurance charges.

5.7. All goods delivered to HFCL shall be as per Incoterms 2020 ("**Incoterms**") specified in the WO. All custom duty, cost tax, insurance premiums and other expenses relating to such transportation and delivery as per the Incoterms specified shall be at Supplier's sole cost and expenses.

5.8. All Services performed shall confer the highest technical and industrial standards, including any additional and/or incidental Service that may be rendered by the Vendor to ensure proper performance of the Services. Such services shall be free of cost, unless specifically agreed between the Parties in writing.

5.9. Where applicable, Supplier will hand over the shipment to HFCL#s nominated freight forwarder unless or otherwise HFCL gives its consent in writing, otherwise the Supplier will be solely responsible for the expenses/cost involved due to change of freight forwarder.

5.10. Supplier will ensure to dispatch the Goods exactly as per the invoice as far as quantity / weight / length and other specifications are concerned. For any shortfall, HFCL reserves to right to debit to Supplier's account upto 5% of the total value of the particular item in the invoice.



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6. Inspection and Acceptance

6.1 HFCL shall be entitled to inspect, at any time upon prior notice to Vendor, Vendor's Goods and/or Services performed (as the case may be), including the facilities and equipment used to manufacture the Goods and performance of Services and the Vendor, at no additional costs, should provide all reasonable assistance required for such inspections and tests. Vendor shall carefully inspect all Goods manufactured and Services performed prior to shipment and/or completion of Services (as the case may be) to HFCL..

6.2 HFCL shall be at liberty to reject any portion or all of any shipment of Goods and/or Services that does not conform to the HFCL's quality, standards, technical specifications and drawings as detailed in the HFCL's Work Order and HFCL shall give to the Vendor notification of such rejection of Goods and/or Services and may return such rejected Goods and materials in respect of Services to Vendor. Vendor shall at HFCL's sole option, replace the Goods and/or Services or refund or credit the price of the Goods and Services. In case of rejection being more than 5% of quantities supplied and/or performed per Invoice/challan, an amount up to 2% of value of the Goods supplied and/or Services performed in that particular invoice maybe debited to Vendor as a penalty in addition to amount of Goods and/or Services rejected at sole discretion of HFCL. Wherever specified by HFCL, Vendor shall submit pre-dispatch inspection test report/certificate of conformance duly certified by HFCL and the same should accompany the dispatch documents. HFCL reserves the right to reject and return the Goods and/or Services to Vendor at Vendor's expense in case of un-availability of such test reports and certificates.

6.3 HFCL's right to reject any Goods and/or Services shall not be affected by the carrying out or any failure to carry out any inspection or testing of the Goods and/or Services to be delivered or any approval given by or on behalf of the HFCL or by any payment being made for them.

7. Change Order / Stop Order

7.1. Without prejudice to other rights available under the Agreement, HFCL may suspend or vary a Work Order at any time by giving prior notice of ___03_ days.

7.2. HFCL may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing quantity, or time or place of delivery of the Goods and/or Services leading to modification in Work Order. Only HFCL's authorized procurement representatives We suggest to designate a specific post to avoid any future dispute.may issue changes to the Work Order. If any change causes an increase or decrease in the cost of, or the time required for, performing this Work Order, an equitable adjustment for reasonable costs will be made in the Work Order price, delivery dates or both, and this Work Order will be modified in writing or electronically accordingly. Any claim for adjustment under this provision may, at HFCL's option, be deemed to be waived unless asserted in



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writing (including the amount of the claim) and delivered to HFCL within 30 days from the date of the receipt by Supplier of the HFCL -directed change to the Work Order. If the cost of property made obsolete or excess as a result of a change is paid by HFCL, HFCL may prescribe the manner of disposition of the property. Notwithstanding any disagreement between the parties regarding impact of a change, Vendor will proceed diligently with its performance under this Work Order pending resolution of the disagreement.

7.3. HFCL may at no cost, require Vendor to stop all or any part of the shipment or performance of Services under this Work Order for a period of up to 60 days, and for any further period as Vendor and HFCL may agree ("**Stop Shipment and/or Stop Work**"). Immediately upon receipt of a Stop Shipment and/or Stop Work notice, Vendor will comply with its terms. At any time during the stop work period, HFCL may, in whole or in part, either terminate the Work Order, change the quantity or Goods ordered and/or the Services required or the delivery date. To the extent the stop work order is terminated or expires, Vendor must resume work for performance of the balance WO.

8. Warranty/Recall and Insurance

8.1 Vendor warrants to HFCL, its successors, assigns, customers and end users that, upon delivery, and during the entire (**Warranty Period**) or as specified in terms of the WO, all Goods dispatched or Services performed (including all replacement or corrected Goods and/or Services or components which Vendor furnishes pursuant to this warranty) will

- a) be free from defects in material and workmanship, even if the design has been approved by HFCL
- b) conform to applicable drawings, designs, quality control plans, specifications and samples and other descriptions furnished or specified by HFCL .
- c) be fit for the intended purposes to the extent the Goods are not of a detailed design, furnished by HFCL and operate as intended
- d) Comply with all applicable national and local laws, and
- e) not infringe any patent, published patent application, trademark, copyright (including other published applications), or other intellectual property rights of any third party existing as of the date of delivery, and not utilize misappropriated third party trade secret information.
- f) Services will be performed in accordance with the highest standards in the industry
- g) the Warranty Period will be for a period of 24 months from the date of delivery to HFCL or a longer period as maybe agreed between the Vendor and HFCL from time to time. These warranties will survive any delivery, inspection, acceptance or payment by HFCL for the entire Warranty Period. Goods and/or Services confirming to the preceding standards are collectively called as "Confirming Goods" and/or #Confirming Services# (as the case may be). Confirming Goods and/or



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Confirming Services should be supplied and/or performed in the earliest possible time frame by the Vendor to HFCL in case of discovery of warranty breach. In the event of Vendor not being able to supply "Confirming Goods" within the stipulated timeframe by HFCL or discovery of Warranty breach in running Goods of HFCL in field, HFCL reserves the right to debit cost of repairing, replacing or correcting nonconforming Goods to the Vendor. In addition to the cost of repairing, replacing or correcting nonconforming Goods, the costs also include cost of disassembly, failure analysis, fault-isolation, reinstallation, re-commissioning, re-inspection, and retro-fitment of nonconforming Goods. Unless set off by HFCL, Vendor will reimburse on receipt of HFCL's invoice. Wherever applicable and/or specifically required by HFCL, the Vendor shall provide the relevant warranty documents including warranty certificate issued by the manufacturer of the Goods, at the time of delivery of Goods, and/or in case of Services, Vendor shall issue a warranty certificate after the completion of Services (as the case may be) as per the WO

8.2 Vendor is liable for all costs or damages associated with any voluntary or involuntary recall of defective or potentially defective Goods and/or Services including, but not limited to, recalls by a customer, regulatory agency or in accordance with Applicable Laws or regulations. Vendor will be solely responsible for administering any recall or will fully participate in the administration of any recall conducted by HFCL or its customer in relation to Vendor's Goods and/or Services as HFCL may so direct. Each party will cooperate in making available records and other information reasonably required by the other party in connection with any recall. This clause will survive any termination or expiration of this Work Order and apply for at least the same duration as HFCL's obligation to its customer(s).

8.3 The Vendor agrees that during the term of its performance under this Agreement, it shall, at its sole cost, take out and maintain all insurance in accordance with the requirements of Applicable Laws or as mutually agreed between the parties in writing.

9. TRAINING (if applicable)

9.1. Training Scope. The training shall cover various aspects of the deployed network to ensure that a well-trained and prepared work force is available for Installation and Commissioning (I&C) of the network. It shall include all aspects of system administration including backup & disaster recovery, installation and commissioning as well as sufficient hands-on training in respect of network/services hardware and software installed. Training is discretionary and prerogative of HFCL and the requirement of the same shall be communicated to the service provider well in advance (if so required).

9.2. Training expectations.

- a. The training shall be sufficiently comprehensive and include hands on practical operations to allow trainees to independently carry out I & C and supervision.
- b. The training shall be thorough and effective so that the trainees shall get adequate knowledge of whole system including planning, installation, operation/maintenance etc., of the system and after training the trainees should be able to independently handle the installation operation and maintenance of the system on a day to day basis.
- c. Some of the personnel undergoing training are expected to train other people at the Customers end.



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Training Objectives. The general objectives of the training to be provided by the Service Provider are as given below:-

- d. To provide a customized training tailored to meet the Customers needs. The Service Provider shall hence need to design and develop programs for training on a customized basis.
- e. To provide training courses both in traditional and multimedia format.
- f. Train the Customer personnel according to the recommended program, including practical hands-on training.
- g. Validate the learning proficiency and competencies acquired by the Customers personnel.

9.3. Training Types. The Service Provider shall be responsible for the conduct of different types of training for the User. Different types of training to be conducted are as given below:-

- a. The Service Provider shall intimate HFCL the exact training schedule at least thirty (30) days prior to start of training so that trainees can be adequately prepared.
- b. Selection of Trainees.
- c. Trainees shall be nominated by HFCL and End Customer.
- d. The Service Provider shall specify the pre-training qualifications required of the trainees.
- e. Trainer/Instructor.
- f. Trainer/Instructor shall be appointed by the Service Provider.
- g. All the instructors/trainers shall be OEM certified and possess high technical ability to impart training.
- h. Trainer should have minimum of five (5) years of work experience in relevant systems and training experience on the related subjects.

9.4. Training Material.

- a. The Service Provider shall provide sufficient training material and explanatory notes to the trainees during the training period one set for each trainee.
- b. The training material (text books, notes etc.) provided to the trainees shall cover all the aspects of the installation practices & procedures, testing, preventive maintenance and fault finding/rectification.
- c. The training material (text books, notes etc.) provided to the trainees shall be in English.
- d. Sufficient diagrams and explanatory material shall be prepared by the Service Provider and distributed to the trainees during the training sessions.
- e. The Service Provider shall provide 2 x Sets of Hard Copy of the training material per training batch. Soft Copy of the same shall be distributed using DVD ROM to each trainee.

9.5. Training Levels. Each training module specified shall have a course curriculum to cover aspects of each training level given at this clause. The Service Provider would be required to customize the training for each sub system to cater for different target personnel that would need to operate the sub system at different levels as



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given below:-

- a. User Level Training.
- b. Operator Level Training.
- c. System Administration Level Training.
- d. System Planning & Optimization Level Training.
- h. Training Content. The training offered for each regular training batch shall cover the following essential aspects for each sub system:-
 - a. Hardware installation & configuration.
 - b. Hardware servicing.
 - c. Software management.
 - d. Provisioning management.
 - e. Fault management.
 - f. System & Security administration.
 - g. Training Cost.

9.6. Training shall be conducted at HFCL#s and/or HFCL#s customer#s (as the case may be) location in India.<To be shared separately with Service Provider>

10. Termination

In addition to any other rights of HFCL available under the Agreement to cancel or terminate this Work Order, HFCL may terminate all or any part of this Work Order at any time and for any reason whatsoever by giving written notice of 03 days to the Vendor. Upon receipt of such notice, Vendor will immediately stop work on this Work Order or the terminated portion thereof, and notify any subcontractors to do likewise. HFCL shall pay to Vendor the Work Order price for all Goods or Services that have been completed and/delivered in accordance with this Work Order. Where Goods are to be specifically manufactured for HFCL hereunder and where Vendor is not in default, an equitable adjustment shall be made to cover Vendor 'sVendor#s actual cost, excluding profit, for work-in-process and raw materials as of the date of termination to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Work Order. HFCL will not be liable for any charges or expenses incurred by Vendor in advance of the normal lead time necessary to meet scheduled delivery dates nor for any expenses, charges or liability incurred subsequent to the giving of notice of termination. HFCL will make no payments for finished Goods and/or Services (as the case may be), work-in-process, or raw materials in amounts in excess of those authorized by HFCL or for any undelivered Goods which are in Vendors standard stock or which are readily marketable. Vendor shall submit any claim to HFCL within a period of thirty (30)



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days after the date of termination or such claim shall be deemed to have been waived. Payments made to Vendor under this Work Order represent the responsibility of HFCL in case of termination of the Work Order and Vendor agrees not to charge any other costs, expenses or fees to HFCL nor shall HFCL be liable for any other costs, expenses or fees arising out of the termination of the Work Order.

10.1 Without prejudice to any and all other rights and remedies which HFCL may have; HFCL may immediately terminate the Agreement upon notice to the Vendor if:

- (a) the Vendor fails to perform or observe any of the terms of these Terms as they apply to the Vendor and fails to remedy such breach within 5 (five) days after a notice from HFCL to remedy that failure;
- (b) the Vendor breaches any material obligation under the Agreement which is not capable of remedy;
- (c) the Vendor becomes insolvent or makes an assignment for the benefit of its creditors;
- (d) the Vendor has a receiver, receiver and manager, administrator, investigator or liquidator appointed over all or any of its assets or if an order is made or a resolution passed for the winding up of that party;
- (e) the Vendor discontinues business or ceases to do business so as not to be able to properly give effect to the Agreement; or
- (f) the Vendor repeatedly fails to supply the Goods and/or perform the Services in conformity with the requirements of the Agreement or to HFCL's satisfaction.

10.2 Those provisions of the Agreement which expressly or impliedly are intended to come into or remain in force on or after termination or expiry will continue in full force and effect.

10.3 The termination available under the present clause is in addition to the rights available for termination under the clause related to liquidated damages herein.

11. Risk Purchase

11.1 In the event HFCL terminates the Work Order in whole or in part on non-delivery of Goods and/or Services ordered and/or breach of terms of WO, HFCL may procure, upon such terms and in such manner as it deems appropriate, Goods and/or Services or works similar to those undelivered and the Vendor shall be liable to HFCL for any excess cost for such similar Goods and/or Services or works maximum up to the value of the amount paid to Vendor. However, the Vendor shall continue the performance of the Work Order to the extent not terminated.

11.2 HFCL's right to claim excess costs under the present clause is in addition to the rights available for claiming liquidated damages under the WO



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12. Confidentiality.

12.1 Confidential Information of HFCL shall mean and includes shall mean and include, but not limited to proprietary, secret or confidential information whether written, oral, electronic, website # based, or in machine # readable or representational form, the subject matter of any discussions between the Parties, current or future product information, roadmap, technical, or financial information, unpublished price sensitive information (UPSI), knowledge, designs, data, drawings, reports, plans, documents, machines, tools, codes, samples, prototypes, methodologies, experimental results, know-how, notes, analysis, compilations, studies, legal and regulatory affairs, assets, inventory, discoveries, trademarks, patents, manufacturing, packaging, distribution, sales, marketing, expenses, customer and supplier lists, raw materials, costs of goods, relationship with third parties and any other information that is communicated by HFCL or any of its affiliates or representatives to or for the benefit of the Vendor, irrespective of whether such information: (a) has been specifically marked as #confidential# at the time of disclosure; (b) is treated as proprietary information by HFCL; or (c) is owned or developed by HFCL. Vendor agrees not to disclose Confidential Information, except to employees or third parties subject to a similar confidentiality agreement who have a "need to know" to perform their responsibilities to HFCL. Vendor shall exercise due care and implement commercially reasonable procedures to protect and maintain the security of Confidential Information. The confidentiality obligations under this WO shall continue to be valid in perpetuity unless the Confidential Information has ceased to be confidential for reasons other than the breach of this WO.

12.2 Confidential Information excludes information that is: (i) was in the public domain at the time disclosed; or (ii) passes into the public domain after it has been disclosed without the Vendor being in breach of any obligation of confidence in the information; or (iii) is given to the Vendor by a third party who is lawfully entitled to disclose it and has no duty to respect any obligation of confidence in the information; or (iv) was known (or was independently generated) by the Vendor prior to its receipt or disclosure.

12.3 All intellectual property, supplied to the Vendor by HFCL, shall be treated as Confidential Information and shall not be used in any manner contrary and prejudicial to the interest of HFCL and the same shall be returned to HFCL as and when required by HFCL. The Vendor shall not make or cause to be made any reproduction of HFCL drawings/technical data/information and/or use or cause to be used in any manner, whatsoever, such data/information supplied to the Vendor, except in relation to supplies to be effected to HFCL under the Agreement. Failure to comply with this condition shall lead to cancellation of the Work Order and shall also entitle HFCL to take legal actions as it may deem fit and necessary. The Vendor agrees to use its best efforts and take all reasonable steps to minimize the risk of disclosure of such Confidential Information by employees and others except insofar as it is expressly permitted under the Agreement.

12.4 The parties acknowledge that each party shall abide by applicable data protection obligations to this Work Order. Parties to further ensure that appropriate



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security shall be provided on all Personal Information (as defined hereinafter) that a party is in possession during the term of this Work Order. Defaulting party shall be held solely liable to non-defaulting party/ or appropriate authority for any/ all contravention/(s) and consequential penalty levied under applicable data protection regulations. Personal Information shall include but not limited to: Name, Email id, Mobile No, Landline No, Location Data, IP Address, Cookie Id etc.

12.5 This clause shall survive the termination or expiry of the Agreement.

13. Indemnification

13.1 The Vendor hereby agrees to indemnify and hold harmless HFCL and each of its directors, employees, representatives, agents, holding company, affiliates ("**Indemnified Parties**") from, and against, all losses, claims, liabilities, costs, charges, expenses, damages of any kind and reasonable legal fees and expenses ("**Losses**"), incurred or paid by the Indemnified Parties arising out of or relating to the breach of this Work Order and/or Agreement.

13.2 The Vendor shall indemnify, defend and hold HFCL harmless from and against sums paid to a third party from any suits, actions, legal or administrative proceedings, claims, demands, liabilities, damages, losses, fines, penalties, costs or expenses (including legal fees and expenses) of every kind and nature, arising, whether during the term or at any time thereafter and in any manner directly caused, occasioned or contributed in whole or in part, by reason of:

- (a) Vendor's breach of its obligations or representations and warranties to HFCL;
- (b) a breach or a failure or delay in the performance of the Agreement by the Vendor or its representatives (including, without limitation, its agents and sub-contractors);
- (c) any alleged or actual infringement, whether or not under Indian law, of any third party's Intellectual Property Rights or other rights arising out of the receipt, use or supply of the Goods and/or the deliverables of the Services. The Vendor shall, at HFCL's request, defend or assist in defending, at the Vendor's expense, any action against HFCL or any person to whom the Goods have been supplied and/or the Services have been rendered;
- (d) any and all losses arising from, or in connection with, third party claims of any infringement of any patent, trade secret, copyright or other intellectual property rights, that have occurred in relation to use of software, systems, products, data or other resources owned and assigned, transferred, licensed or made available in connection with the supply and services;
- (e) claims that the Goods and/or Services or software, or use thereof, caused personal injury, death, or real or personal property damage;
- (f) breach of confidentiality, data protection and other Applicable Laws;
- (g) the negligence, willful default or other acts or omissions of Vendor, its officers, employees, agents and sub-contractors in performance of this Work Order;
- (h) any loss or injury to any person, caused due to defective Goods or deficiency of the Services or contributed to by the acts or omissions of the Vendor or its representatives (including, without limitation, its agents and sub-contractors). For the purposes of this clause, "defective Goods" and/or defective Services includes



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Goods and/or Services (as the case may be) which have not been manufactured strictly in accordance with the Specification or which have any latent or patent defects.

13.3 This clause shall survive the termination or expiry of the Agreement.

14. Risk, Title and Responsibility for property

14.1 Risk of loss, damage or destruction to the Goods and/or Services shall be borne by the Vendor until the receipt of Goods and/or Services by HFCL User to confirm the PO terms. Whether the risk transfers at the port of discharge or on receipt, or handover of the Goods and/or the site where the Services are being performed (as the case may be) to the HFCL nominated transporter or any other authorized representative, as applicable.

14.2 In case of Services, the Service Provider shall maintain the Site at all times until complete handover of the Site to HFCL. In case of any damage or loss of property on Site and/or any damage to the Site, the Service Provider shall be liable to pay the costs towards maintenance and repair of the Site. HFCL must be notified without delay of the possible danger and the intended safety concerns. The Vendor shall indemnify and hold HFCL harmless against any claims for damages by third parties in the event of damage to Site and/or property.

14.3 While performing Services and/or until the expiry of the Warranty Period, structures or underground installations could be endangered as a result of the excavations, the Vendor shall take all necessary safety measures (e.g. against subsidence). For the determination of the necessity and for the implementation of such security measures, the Contractor must be authorised/authorized under trade law or use the services of persons authorised/authorized under trade law for this purpose.

14.4 Ownership of the Goods and/or Services (including the right to modify and assign the Goods and/or Services) will pass to HFCL free of any lien, encumbrance and any other third party rights over or to such Goods and/or Services or any part thereof on delivery of the Goods and/or performance of Services to the place specified in the Work Order.

14.5 In the case of any tools, dies, jigs, fixtures, patterns, equipment, facilities or other property (hereafter "Property") of HFCL and/or HFCL#s customer which may be in the possession or control of Vendor in connection with this Work Order, Vendor shall use such property only in performance of and as specifically authorized by this Work Order. Vendor should take appropriate measures including clearly marking, maintaining an inventory and segregating HFCL#s property to protect HFCL#s rights and interests in any property provided by HFCL to Vendor. Such property shall be returned to HFCL in the condition in which it was received by Vendor, except for ordinary wear and tear and except to the extent that such property has been incorporated into the Goods and/or Services (as the case may be) delivered



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hereunder or has been consumed in the production of such Goods and/or Services. Risk of loss with respect to all such Property shall be the responsibility of Vendor. Vendor shall indemnify, defend and hold harmless HFCL from any loss or damage to such Property which is caused by or results from any act or omission on the part of Vendor or its agents, employees or subcontractors. If Vendor acquires or manufactures any property in connection with this Work Order and charges HFCL therefore, HFCL may, at its option upon completion or termination of this Work Order, elect to take title to such property and, upon receiving notice of such election; Vendor shall deliver such property to HFCL..

15. Business Conduct and Ethics of the Vendor

15.1 The Vendor shall not, and shall procure that any employee, representative, personnel, agent, contractor, subcontractor of the Vendor shall not, commit or be involved in committing a Prohibited Act in connection with the Vendor's obligations under the Agreement. For the purpose of this clause, "Prohibited Act" shall mean any act or omission which is an offence: (a) under the legislation creating offences in respect of fraudulent acts; (b) at common law in respect of fraudulent acts in relation or in connection with the Agreement; (c) defrauding or attempting to defraud or conspiring to defraud HFCL; or (d) under or in connection with any Applicable Laws relating to corruption or bribery, including but not limited to The Prevention of Corruption Act, 1988, Benami Property Act, 2016 etc; and (e) under any relevant Indian penal laws including but not limited to Indian Penal Code, 1860 and Prevention of Money Laundering Act, 2002.

15.2 If HFCL concludes, in its reasonable opinion that the Vendor (including any of its employee, representative, personnel, agent, contractor, subcontractor, in all cases whether or not acting with the Vendor's knowledge) has breached clause above then HFCL may immediately terminate this Agreement on providing written notice to the Vendor.

15.3 The Vendor shall indemnify, in full and on demand, and hold HFCL and its affiliates and their respective directors, employees, representatives, agents, holding company harmless against any and all claims, fines, costs, losses or damages arising from or related to a breach of any of obligation under this clause.

15.4 The Vendor shall refrain from directly or indirectly exerting improper influence on the decisions of HFCL's contact persons nominated by HFCL, or of contact persons who become known to the Vendor during term of the Agreement, by means of offer to pay, promises to pay, or authorizing the payment of any monies or payments in kind, or by granting other advantages.

15.5 The Vendor understands that it is HFCL's policy to comply with the provisions and all legislations dealing with prevention of corrupt practices, and any other Applicable Laws. The Vendor represents and undertakes to follow the HFCL policy and Applicable Laws in this regard.

15.6 The Vendor represents and warrants that it has not paid or offered to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of the Agreement and any ancillary agreements, any political contributions, fees or omissions as defined under any other Applicable Laws.

16. Intellectual Property Rights

16.1 Each party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright,



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trade secrets or other intellectual property used during the performance of this Work Order. Both parties recognize that except as otherwise expressly provided herein or agreed between the parties, they shall have no right, title, interest or claim over the others# intellectual property.

16.2 Vendor represents that it is and shall be the sole owner of all right, title, and interest in and to the Goods and/or Services supplied and/or delivered to HFCL, including but not limited to all technology, know-how, patents, copyrights, trademarks, tradenames, and trade secrets therein or related thereto.

16.3 The Vendor hereby grants to HFCL a perpetual, irrevocable, royalty-free and non-exclusive license to use any right, title or interest in any intellectual property of the Vendor contained in any materials or know-how which are in existence in connection with the Goods and/or Services (as the case may be).

16.4 The Vendor acknowledges the absolute ownership of the trademarks and trade names and trade descriptions belonging to, licensed to or owned by HFCL and all rights to the trademarks are and shall remain the exclusive property of HFCL (or its licensors).

16.5 Vendor agrees that it shall defend, at its own expense, all proceedings, suits and claims against and/or affecting HFCL or any of their officers, directors, or employees (#Indemnities#) with respect to infringement, breach or violation of any patent, trademark, copyright, trade secret, mark, or other intellectual property rights of any third party in the course of performance of its obligations under this Work Order. The Vendor agrees that it shall indemnify the Indemnities for all sums, costs, expenses, and liabilities including, without limitation, all reasonable attorneys# fees, and other costs, incurred by Indemnities in connection with or otherwise arising out of any such proceeding, suit or claim.

16.6 The Vendor hereby undertakes: (a) not to use the trademarks or Intellectual Property Rights or the initials "HFCL" in any manner not so authorized by HFCL (b) not to use the trademarks and Intellectual Property Rights of HFCL in any manner detrimental to the name, goodwill or intrinsic value of the trademarks.

17. Limitation of Liability

17.1 Except for liability of third party#s claims relating to either party#s breach of intellectual property rights or confidentiality obligations, indemnity or fraudulent or criminal acts or omissions or willful default, the aggregate liability of the Vendor under this Work Order shall be limited 100% (one hundred percentWe suggest to not limit liability to a 100%. It can be increased to 200%.) of total value of supply of Goods and/or Services.

17.2 Except as expressly set forth otherwise in this Work Order, neither party will be liable to the other party for any consequential, special, indirect, or incidental losses or damages, including loss of use, lost production, cost of capital, loss of goodwill, loss of contract, loss of revenue or loss of profit.

18. Liquidated Damages

18.1 The timely delivery and completion of Goods and/or Services (as the case may be) is the essence of this Work Order and the Agreement. Liquidated damages will be applicable at the rate of (___0.5___%) _____ percent per week or part thereof for undelivered portion of the WO items/ qty. subject to a maximum of ___12___% of the cost of Work order (#Liquidated Damages Cap#).



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- 18.2 Notwithstanding the Termination available to HFCL as above, HFCL shall have the right to terminate the WO after the date when the Liquidated Damages Cap expires and can place order on alternative source for supply of such Goods and/or Services, besides levying the liquidated damages under the present clause.
- 18.3 HFCL reserves its rights to short-close or terminate the WO in case the Vendor fails to perform the obligations within the timeline specified in the WO. In such case, termination or short close of the WO shall be at the risk and responsibility of the Vendor and HFCL reserves its rights to get the balance supply of Goods and/or Services completed from an alternative service provider/vendor at the risk and cost of the Vendor.
- 18.4 The present clause shall cease to operate in case of a force majeure event.

19. Performance Bank Guarantee

- 19.1 The Vendor shall furnish a performance bank guarantee to HFCL for an amount equal to 5% of the WO value within a period of 30 days from the date of issuance of this WO (Performance Bank Guarantee). The Performance Bank Guarantee shall be valid till the successful execution of this WO and for up to period of 02 months after the completion of Warranty Period. The proceeds of the Performance Bank Guarantee shall be payable to HFCL as any loss resulting from the Vendor's failure to complete its obligations under the WO. The Performance Bank Guarantee shall be in the form of a Bank Guarantee issued by a nationalized bank.
- 19.2 In case the parties have agreed mutually to extend the timelines for performance of the obligations under this WO, the Vendor shall renew the Performance Bank Guarantee two (2) months prior to its date of expiry.
- 19.3 In case of increase in quantities for supply and/or Services under this WO, the Vendor shall, immediately provide an additional Performance Bank Guarantee for an amount equal to the corresponding increase.
- 19.4 In case of short closure/foreclosure of WO due to the default of the Vendor, HFCL reserves its rights to retain and invoke the Performance Bank Guarantee.

20. Representation And Warranties

20.1 Vendor represents, warrants and covenants that:

- a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Work Order and has been fully authorized by all requisite corporate actions to do so;
- b) this Work Order is a valid and binding obligation, enforceable against it in accordance with its terms;
- c) it will perform its obligations under this Work Order in compliance with all Applicable Laws (including labour laws, environmental laws, tax laws, regulations, rules, standards & guidelines) and compliance requirements and will obtain and maintain in full force and effect, all applicable clearances and any registration, permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations under this Work Order;



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- d) it shall ensure and hereby warrants that the Goods and/or Services or disposable items / packing items / waste items supplied or as created while performing this Work Order will pose minimum or no environmental risks and hazards and that Vendor will always comply with the local as well as international green environment requirements and Applicable Laws;
- e) it shall bear all penalty, fine, cost levied by Customer to HFCL on account of reasons attributable to Vendor and the same shall be passed on to the Vendor on back to back basis;
- f) It shall provide adequate training to HFCL#s employees/officers/representatives/personnel from time to time, w.r.t to the Goods supplied and/or Services performed under this WO;
- g) it will provide such cooperation and execute such documents as HFCL may reasonably request in order to give full effect to the provisions of this Work Order and exploit the rights granted by Vendor;
- h) it is competent to enter into the Work Order for execution and performance of any obligations under this Work Order and it does not, to the best of its knowledge, violate any provision of existing arrangement, law, rule, judicial pronouncement, code or contract with any third Party or entity or any rights of any third person, including without limitation, rights in patents, trade secrets, trademark or copyright;
- i) the Goods and/or Services shall be new, unused and free from any latent or patent defects, including but not limited to defects in materials and workmanship and will conform to and perform in accordance with the specifications, requirements and functionalities provided under this Work Order;
- j) it shall replace Goods or part thereof, which is damaged through accident or neglect or failure to maintain environmental parameters, due to Vendor#s default;
- k) the Goods and/or Services when used in the specified environment shall conform to its published specifications;
- l) it will adhere to the Warranty terms under this Work Order;
- m) it shall perform its obligations under this Work Order in a timely manner;
- n) any information and data made available by HFCL will not be used for any purpose other than for performing its obligations under this Work Order;
- o) any information, data or reports provided by Vendor to HFCL under this Work Order will be correct and accurate;
- p) it will assign to HFCL all warranties for third party Goods/products/software that it provides to HFCL under this Work Order;
- q) it is the legal and valid owner of the software licensed under the Work Order and the software does not infringe or violate the intellectual property rights of any third party, and that the Vendor has full rights by license or otherwise, to deliver and grant to HFCL the right to use all software supplied hereunder this Work Order;
- r) it shall load only the latest version of software on the Goods/products or material in relation to the Services;
- s) it shall update and/or upgrade the software as required under this Work Order during the term;
- t) the software is free from any errors, bugs, viruses etc. and that the software does not and shall not contain any such viruses, Trojans, backdoors, malware or such other malicious code and all the software licensed under this Work Order are free of any charges, lien or other encumbrances;
- u) the software will perform materially in accordance with the functions described in the related documentation when used with the Goods/products or hardware and/or Services;



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v) all of the conditions and warranties with respect to the Goods under the Sale of Goods Act, 1930, inter alia, relating to the title, quality, fitness, sale by description and sale by sample are hereby incorporated by reference in these Terms.

21. Audit Rights of HFCL

HFCL shall have the right, at any reasonable time, to send its authorized representatives to audit all of the Vendor's records, documents, accounts, books and materials relating to the Vendor's obligations hereunder

22. Compliance with laws

Vendor shall perform its obligations under this Work Order in compliance with all Applicable Laws and standards of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Goods and/or Services, including, but not limited to, those relating to environmental matters (RoHS and REACH as applicable), labour, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety and any other Applicable Law. The Vendor shall provide the documents related to applicable permits, approvals, registrations, NoCs, certificates etc., including but not limited to (a) PF Registration & Challan for the respective period, (b) ESIC Registration & challans for the respective periods, (c) Professional tax registration and payment proof, (d) GST registration, (e) Income Tax Permanent Account Number, (g) BOCW registration and payment proof of BOCW cess; and any other such document as required by HFCL or any competent authority and/or under Applicable Law from time to time Neither Vendor nor any of its subcontractors will utilize slave, prisoner or any other form of forced or involuntary labour in the supply of Goods and/or Services under this Work Order. Upon HFCL's request, Vendor will certify in writing its compliance with the foregoing. Vendor will defend, hold harmless and indemnify HFCL from and against any liability, claims, demands, penalties, tax, cess, fine, damages or expenses (including reasonable attorney or other professional fees and disbursements) arising from or relating to Vendor's non-compliance with this clause.

23. Force Majeure

Neither party shall be liable to the other party, for any loss, damage, detention, or delay resulting from causes beyond its reasonable control, including, but not limited to acts of God, riots, wars, rebellions, terrorist activities, sabotage, earthquakes, hurricanes, flooding and other natural disasters, and acts of government, for the



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performance of the Work Order, each of which being a #Force Majeure Event#. In the event of Force Majeure Event preventing either party from meeting its obligations under this Work Order, both parties agree that if notice of such situation is given to the other party within two (2) days after the occurrence of the Force Majeure Event, the Work Order obligations so far as affected by such event shall be suspended for as long as the inability continues due to persistence of such situation. If the Force Majeure Event continues for longer than thirty (30) Days, HFCL may terminate this Work Order by a prior written notice of Seven (7) Days to the Vendor, in whole or in part, and shall have no liability for the whole or part of the Work Order so terminated.

24. Waiver

No delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any waiver on the part of either party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other such right, power or privilege, unless otherwise specified in the WO.

25. Governing Law and Jurisdiction

This Work Order shall in all respects be governed by, construed and interpreted in accordance with the Laws of India and the parties submit to the exclusive jurisdiction of the Courts of New Delhi

26. Dispute Resolution

Each party shall in good faith perform this Work Order based on confidence placed by one party on the other and relied upon by such party. Any dispute, controversy or claim, arising out of, or relating to this Work Order, including the question of the existence, breach, termination or validity thereof (#Dispute#), shall first be attempted to be amicably discussed and resolved between parties. In the event, that parties are not inclined or unable to resolve the Dispute(s) having arisen by amicable discussions within a period of fourteen (14) days from the date of request for amicable settlement made by a party, the dispute(s) shall be referred to and settled by arbitration under the Arbitration and Conciliation Act, 1996, subject to any statutory modification thereto. The number of arbitrators shall be one (1) which arbitrator shall be mutually agreed to by the Parties. The fee of Arbitrator shall be as per the Fourth Schedule of The Arbitration and Conciliation (Amendment) Act, 2015 and/or future amendments in The Arbitration and Conciliation Act, 1996. Parties agree to share the cost of such arbitrator equally. The Award made pursuant to the arbitration proceedings shall be final and binding upon the parties. The seat of arbitration shall be New Delhi and the language of arbitration shall be English.

27. Notices



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Except as expressly stated herein to the contrary, all notices and other communications required or permitted to be given under this Work Order shall be in writing and shall be deemed to have been properly given if delivered by hand or by courier, or sent by prepaid registered mail, addressed to intended recipient's address i.e. respective addresses appearing on the face of this Work Order or such other address as either Party may notify to the other for this purpose from time to time. Any notice shall be treated as having been served on delivery if delivered by hand, four (4) working days after dispatch if sent by courier and seven (7) working days after posting if sent by pre-paid registered mail.

28. Penalty

Any penalty, levied by HFCL#s Customer for reasons attributable to the Service Provider/Vendor, shall be on a back to back basis.

29. Publicity

Neither party shall make or permit any person connected with it to make any announcement concerning the Agreement or any ancillary matter before, except as required under Applicable Law or with prior written approval of the other party, such approval not to be unreasonable withheld or delayed.

30. Severability

If any provision of this WO or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of the WO and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be affected thereby, and each provision of this WO shall be valid and enforceable to the fullest extent permitted by Applicable Law. Any invalid or unenforceable provision of this WO shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

31. Amendment

No modification, amendment, interpretation, or waiver to this Work Order shall be binding unless in writing and signed by authorized representatives of both parties.

32. Assignment/Sub-contracting

The Supplier shall not assign or sub-contract, novate, charge, delegate, or otherwise transfer, in any manner whatsoever, its rights or delegate its duties or obligations under this Work Order and/or the Agreement without the prior written consent of HFCL and the consent of which shall not be unreasonably withheld. The Work Order and/or the Agreement may be assigned by HFCL without the written consent of the Vendor.

33. Independent Entities



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The parties hereby acknowledge and agrees that nothing in this Work Order shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties. HFCL shall be considered an independent contractor for the Vendor. This Work Order is for the sole and express purpose of that independent contractor relationship for the supply of Goods and/or Services from the Vendor to HFCL.

34. Other Remedies

All remedies of either party under the Agreement, whether provided herein or conferred by statute, civil law, common law, custom, trade or usage are cumulative and not alternative and may be enforced successively or concurrently.

35. Surviving Clause

Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation, termination or expiry of this Work Order shall be deemed to survive.