

**INDIA**  
**PITNEY BOWES PURCHASE ORDER**

**TERMS AND CONDITIONS:**

**1. DEFINITIONS:**

- 1.1. “**Applicable Laws**” shall mean all applicable laws, byelaws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, court orders, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority and/or of any statutory authority in India, whether in effect on the date of this Purchase Order or thereafter;
- 1.2. “**Applicable Taxes**” shall mean all direct or indirect taxes payable according to the applicable laws and accounting standards prevailing in India, from time to time;
- 1.3. “**Buyer**” shall mean Pitney Bowes India Private Limited, a private limited company incorporated and existing under the Companies Act, 2013, having its registered office at D7/3, Okhla Industrial Estate, Phase-II, New Delhi, 110020, India identified as “Bill to” in the Purchase Order;
- 1.4. “**Applicable Laws**” shall mean all applicable laws, byelaws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, court orders, judgments, decrees or other requirements or official directive of any governmental authority or person acting under the authority of any governmental authority and/or of any statutory authority in India, whether in effect on the date of this Purchase Order or thereafter;
- 1.5. “**Applicable Taxes**” shall mean all direct or indirect taxes payable by the Supplier or Seller before arriving at the profit after tax, according to the applicable laws and accounting standards prevailing in India, from time to time;
- 1.6. “**Buyer Group**” means an entity that Controls, is Controlled by or is under common Control with the Buyer;
- 1.7. “**Control**” (together with its correlative meanings, “Controlled by” and “under common Control with”) with respect to any person, shall mean, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through ownership of more than 50% (Fifty percent) of the voting securities, or through the power to appoint majority of directors on the board of directors or similar governing body of such person, by contract or otherwise;
- 1.8. “**Confidentiality**”: Any information provided by the Buyer to the Seller/Supplier which was not available in the public domain including the terms and conditions of this Purchase Order, shall be treated as Confidential Information and shall not be disclosed by the Seller/Supplier without prior written consent of the Buyer.
- 1.9. “**Deliverables**” means deliverables as set out in the Purchase Order including but not limited to any the products, parts, software, processes and any deliverables that are delivered as part of Services, all as identified in the Purchase Order, by Seller or Supplier in connection with the performance of its obligations under this Purchase Order
- 1.10. “**Goods**” shall mean the products, parts, software, processes and any deliverables that are delivered as part of Services, all as identified in the Purchase Order;
- 1.11. “**Purchase Order**” is the ordering document issued by Buyer to Seller to procure Goods or Services including any documents referenced by such ordering document;
- 1.12. “**Seller/Supplier**” shall mean the supplier to whom the Purchase Order is addressed;
- 1.13. “**Services**” shall mean the services as identified in the Purchase Order including any subscriptions services or software as a service.
- 1.14. “**Specifications**” means the technical and other specifications and timelines applicable to Services and/or Deliverables, as set forth in the Purchase Order.

1.15. **“Trade Secret”** means, without limitation and without regard to form, any technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, list of actual or potential customers or suppliers, etc., which is not commonly known by or available to the public. Failure to mark any Trade Secret as confidential shall not affect its status as a Trade Secret under this Purchase Order.

## **2. Acceptance**

(1) Unless otherwise provided herein, any written acknowledgement of the Purchase Order or commencement of performance pursuant to the Purchase Order constitutes acceptance of the Purchase Order and these terms and conditions by the Seller/Supplier. Any Seller/Supplier terms and conditions or other documents not listed in the Purchase Order shall not apply.

(2) Buyer reserves the right to modify or withdraw the Purchase Order at any time prior to its acceptance by the Seller or Supplier.

(3) For the avoidance of doubt, where a separate written contract has been executed between Buyer and Seller or Supplier in respect of the Goods or Services, the terms and conditions of such contract will apply to the exclusion of these terms and conditions.

## **3. Delivery**

(1) Seller shall deliver the quantity of Goods and/or perform the Services by the date(s) as set out in a Purchase Order or as otherwise requested by Buyer.

(2) Unless it is otherwise provided herein, time shall be of the essence and Buyer reserves the right to (i) reject or cancel (without any liability) deliveries, which are (or will be) made after the designated dates. Unless otherwise agreed in writing, Seller/Supplier shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet Buyer's delivery schedule, except at Supplier/Seller's own risk and costs.

(3) Goods shipped to Buyer in advance of schedule or in excess of the quantity stated in the Purchase Order may be returned to Supplier/Seller at Supplier/Seller's cost or may be held by Buyer with payment therefore deferred until after the scheduled date of delivery.

**4. Terms of Payment:** Seller or Supplier shall invoice Buyer: (a) upon Buyer's written acceptance of any Deliverables on a fixed price basis; or (b) monthly in arrears, for Services provided on a time and materials basis and for any reimbursable out of pocket expenses. Each invoice shall be accompanied by a description of the Deliverables and expenses and evidence of any reimbursable expenses actually paid by Seller or Supplier. All invoices, except for amounts disputed by Buyer, shall be payable within 45 days from receipt. Any disputed amounts shall not affect payment of non-disputed charges and expenses.

**5. Set off or Recoupment:** Buyer may, at any time set off or recoup any debt owing by Buyer to Seller or Supplier against any claim Buyer might have against Seller or Supplier on mutually agreed terms between the Parties. Buyer may exercise its set off and recoupment rights by deducting the amounts owed to it by Seller or Supplier from Buyer's next payment to Seller or Supplier, or in any other manner as it may deem fit and proper on mutually agreed terms between the Parties.

**6. Taxes:** Seller or Supplier shall be responsible for any sales, use, excise, value added, services, consumption including Central Goods and Services Tax (CGST), State Goods and Services Tax (SGST), Union Territory Goods and Services Tax (UTGST), Integrated Goods and Services Tax (IGST) (collectively referred to as GST), and other taxes and duties payable by Seller or Supplier on any goods or services used or consumed by Seller or Supplier in providing the Services and/or Deliverables where the tax is imposed on Seller or Supplier's acquisition or use of such goods or

services and the amount of tax is measured by Seller or Supplier 's costs in acquiring such goods or services.

## **7. Packaging**

A packing slip showing the Purchase Order number must accompany each shipment. Packages must bear Buyer's order number and show gross, fare, and net weights, or quantity as required. No charge for packaging will be allowed by Buyer unless otherwise agreed in writing. All packaging shall comply with all applicable laws, rules and regulations as may be applicable from time to time in India.

## **8. Quality Control**

(1) Goods shall be inspected by Seller or Supplier prior to shipment. Buyer may also carry out an inspection within a reasonable time after delivery. The Buyer may reject all or any part of any shipment of Goods, which are damaged or upon inspection fail to meet specifications or other requirements set out in the Purchase Order or otherwise notified to the Seller or Supplier. Without limiting Buyer's other rights, Buyer reserves the right to have rejected Goods replaced by Seller or Supplier as soon as reasonably possible or return the Goods for full credit, at invoice price. Seller or Supplier shall bear all handling and transportation charges and packing costs of rejected and of substituted Goods.

(2) In the event that any Seller or Supplier personnel providing Services to Buyer is found to be unacceptable to Buyer at any time, Seller or Supplier shall notify Seller or Supplier of such fact and Seller or Supplier shall immediately remove such personnel and, if requested by Buyer, provide replacement personnel acceptable to Buyer, within five (5) days of such notice.

## **9. Warranty**

(1) The Seller or Supplier warrants all Goods delivered hereunder to be free from defect of material or workmanship and conform to the specifications and requirements set out in the Purchase Order or as otherwise agreed, drawings, performance criteria or samples specified or furnished.

(2) If nothing else is agreed in the Purchase Order, this warranty shall apply for (i) twelve (12) months from receipt (or acceptance, if longer) of the Goods, or (ii) if longer, any statutory warranty period, and shall apply to all defects or any other nonconformity, including hidden defects. Upon breach of this warranty, Buyer shall also have such rights as provided at law or (if applicable) in equity.

(3) Seller or Supplier warrants to appoint qualified staff and perform any Services with all due skill and care and as set out in the Purchase Order or as otherwise agreed. Non-compliant Services shall be re-performed as soon as reasonably possible and any resulting deliverables shall be re-submitted to Buyer for acceptance.

## **10. Buyer's Property**

The Seller or Supplier acknowledges that all information, data, reports, records and materials, including tools furnished or specifically paid for by the Buyer, (collectively, "Buyer's Property") (i) shall be and remain the property of the Buyer, (ii) shall be subject to removal at any time without additional cost upon demand by the Buyer, (iii) shall be used only in fulfilling the Purchase Order for the Buyer, (iv) shall be kept separate from other materials or tools, and (v) shall be clearly identified as the property of the Buyer. The Supplier/Seller assumes all liability for loss or damage to Buyer's Property, with the exception of normal wear and tear.

## **11. Intellectual Property**

If the Purchase Order is in whole or in part for the development for Buyer of any Good or for the provision of any Service which may result in the creation of any intellectual property:

(1) Seller or Supplier hereby conveys to Buyer and all other members of the Buyer Group all right,

title and interest in and to all intellectual property (including, but not limited to, patents, trade secrets, trademarks, copyrights, mask works, inventions, improvements, ideas, discoveries, software and other works of authorship, data, and knowhow) whether or not patentable or otherwise protectable, conceived, created, or first reduced to practice, in connection with work called for under the Purchase Order. At Buyer's (or any relevant member of the Buyer Group's) request and expense, Seller and its employees and contractors shall execute all documents and perform all acts deemed by Buyer (or Buyer Group) necessary or appropriate to perfect Buyer's (or Buyer Group's) title in such intellectual property, and to enable Buyer and/or any relevant members of the Buyer Group to apply for, obtain, own, maintain, and enforce any patent, trade secret, copyright, trademark and other forms of protection in such intellectual property. Buyer and all other members of the Buyer Group, in their sole discretion, may make changes of any nature whatsoever to such intellectual property. Seller or Supplier will promptly disclose to Buyer and any relevant members of the Buyer Group in writing any intellectual property interests arising out of any Goods produced or Services rendered in connection with the Purchase Order.

(2) No license or right, either directly or by implication, is granted to Seller or Supplier or its subcontractors or their respective employees to use any intellectual property of Buyer or any members of the Buyer Group, including but not limited to, the use of Buyer's (or any relevant member of the Buyer Group's) name or any of Buyer's (or any relevant member of the Buyer Group's) trademarks, logos and designs (i) for any advertising, promotional or other purpose without the prior written permission of Buyer or the relevant member of the Buyer Group; or (ii) on any products not sold to Buyer or otherwise disposed to anyone other than Buyer.

## **12. Infringement of Intellectual Property Rights**

(1) Seller or Supplier warrants that the Goods and Services do not infringe any patent or violate any other intellectual property right.

(2) Seller or Supplier shall defend, at its own cost and expense, and hold Buyer and all other members of the Buyer Group, and their respective agents and customers, and the directors, officers, employees, agents and customers of each of them, harmless and shall fully indemnify the same for all costs, expenses and damages (including reasonable attorney's fees) arising out of any third party claims of infringement of any patent, copyright, trademark or other property right (including, but not limited to, misappropriation of trade secrets) based on any Goods, Services or the use thereof by Buyer Group.

(3) Seller or Supplier agrees, should Buyer's use of any of the Goods or Services be enjoined by any court because such Goods or Services infringe a patent, copyright, trademark or other proprietary right held by a third party, to (at Seller or Supplier's discretion) promptly (i) obtain, at no expense to Buyer, the right to continue to use the Goods or Services so enjoined without restriction; or (ii) at no expense to Buyer, provide Buyer promptly with replacement Goods or Services that are materially equivalent to the enjoined Goods or Services in terms of functionality and performance.

## **13. Liability**

(1) Except as otherwise provided herein, the maximum liability of Buyer arising in connection with the Purchase Order, or in connection with any one event or series of connected events including negligence, shall not exceed an amount equal to the value of the invoices paid by Buyer under the Purchase Order.

(2) Except as otherwise provided herein, Buyer shall not be liable, whether arising out of any tortious act or omission (including negligence), any breach of contract or statutory duty or otherwise, for any:

- (i) loss of profit; or
- (ii) loss of goodwill; or

(iii) loss of business; or  
(iv) loss of business opportunity; or  
(v) loss of anticipated savings; or  
(vi) loss or corruption of data or information; or  
(vii) any special, indirect or consequential damage or loss suffered by the other party of whatever nature and whether or not reasonably foreseeable, reasonably contemplatable, or actually contemplated by the parties at the time of execution of the Purchase Order.

(3) Nothing in these terms and conditions is intended to limit or exclude either party's liability for fraud (including fraudulent misrepresentation) and death or personal injury resulting from negligence or any other liability by law that cannot be excluded or limited.

(4) Seller or Supplier agrees to indemnify and hold harmless Buyer and all other members of the Buyer Group, and their respective successors, assignees, employees, representatives, customers, and users of the Goods and Services against all loss or expense (including attorney's fees), resulting in injury to any person or damage to any property due to (i) any act or omission on Seller or Supplier's part or on the part of Seller's employees, agents, or subcontractors; or (ii) a defect in the Goods and caused directly or indirectly by Seller or Supplier's act or omission in connection with the performance of its obligations hereunder, or caused by the manufacture or use of the Goods for their intended purpose.

(5) Losses and damages for which the Seller or Supplier assumes responsibility and which shall be recoverable by the Buyer or by the relevant member of the Buyer Group (at the Buyer's option) under these terms and conditions, include any loss or expense (including reasonable attorney's fees) suffered or incurred by another member of the Buyer Group.

#### **14. Force Majeure**

Either party shall be excused from its obligations hereunder if it is unable to perform by reason of an unforeseeable occurrence beyond its reasonable control, including but not limited to, fires, floods, accidents, civil unrest, acts of God, war, governmental embargoes excluding however strikes, industrial disputes, unanticipated market shortages of labor, materials, or supplies. Notwithstanding the foregoing, obligations may only be excused if the party affected by such circumstance or event gives the other party prompt written notice of such circumstance or event promptly after its occurrence and has used its best efforts to minimize the effect of such circumstance or event. The other party may terminate the Purchase Order at its option if such circumstance or condition shall continue for more than 30 days.

#### **15. Confidential Information**

(1) The Seller or Supplier acknowledges that the Buyer and all other members of the Buyer Group are owner of valuable Confidential Information and licenses the same from others. The Seller or Supplier will protect the confidentiality of the Buyer's and Buyer Group's Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. "Confidential Information" shall mean (i) customer lists, existing purchase orders with vendors and business partners; (ii) pricing proposals, financial and other business information, data and plans; (iii) methods, know-how, processes, designs, products, computer software; (iv) research and development information; (v) Personal Data of the Buyer and other members of the Buyer Group; and (vi) any other information identified in writing as confidential or information that the Seller or Supplier knew or reasonably should have considered to be confidential.

(2) Unless otherwise directed by the Buyer (or any relevant member of the Buyer Group), the Seller or Supplier agrees that it will not at any time, either during or after the term of this Purchase Order, (i) use Confidential Information for its own or a third party's purpose; (ii) disclose or permit to be disclosed to any person (other than contractors and third parties; provided that such contractors and third parties are bound by obligations of confidentiality substantially similar to the terms herein) any

Confidential Information; or (iii) permit any person to examine and/or make copies of any reports or any documents that contain or relate to such Confidential Information. The Seller or Supplier shall not disclose any information to the Buyer or any member of the Buyer Group on a confidential basis or incorporate in any Goods any information that is considered confidential by the Seller or Supplier or a third party.

(3) Confidential Information shall not include any information that the Seller or Supplier can establish: (i) is or subsequently becomes publicly available through no act or omission of the Supplier or Seller; (ii) was in the Supplier or Seller's lawful possession prior to disclosure of such information; (iii) is subsequently disclosed to the Seller or Supplier by a third party who is not in breach of an obligation of confidentiality; or (iv) is independently developed by the Seller or Supplier without the use or benefit of the Confidential Information.

(4) Upon completion or termination of this Purchase Order, all Confidential Information shall promptly be returned to the Buyer upon written request.

#### **16. Assignment and Subcontracting**

Seller or Supplier shall not assign or transfer its accounts receivable or assign or subcontract the Purchase Order or any right or obligation hereunder, without Buyer's prior written consent. If Seller or Supplier subcontracts its obligations under the Purchase Order, Seller or Supplier shall enter into a purchase order with its subcontractor that imposes in all material respects the same obligations on the subcontractor that are imposed on Seller or Supplier under the Purchase Order. Seller or Supplier shall remain fully responsible for the performance of any subcontractor, and work hours as well as controlling all other means and methods of performing Services under this Purchase Order.

#### **17. Insurance**

Seller or Supplier shall, at its own expense, procure and maintain for itself, its employees and subcontractors any insurance coverage as may be required by applicable state, country or local law, including workers' compensation insurance. Seller or Supplier shall also, at its own expense, procure and maintain in effect any required insurance coverage as specified in the Purchase Order or as published on Buyer's website. Seller or Supplier shall upon request provide Buyer with copies of insurance certificates.

#### **18. Severability**

If any term or provision of this Purchase Order shall be held illegal or unenforceable in whole or in part under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Purchase Order but the validity and enforceability of the remainder of this Purchase Order shall not be affected.

#### **19. Variation**

No modification, amendment, supplement to or waiver of this Purchase Order or any part of it shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

#### **20. Waiver**

A failure at any time to enforce any provision of this Purchase Order shall in no way affect the right at a later date to require complete performance of this Purchase Order, nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

#### **21. Survival**

Any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Purchase Order shall remain in full force and effect.

**22. Third-Party Products:** Seller or Supplier shall secure and administer for Buyer, all necessary licenses or sub-licenses for third party software, hardware, services, assets and other products, if any, to be accessed or used by Buyer as part of the Deliverables or Services at Buyer's cost. Seller or Supplier shall remain primarily liable to Buyer for all of Seller or Supplier's obligations under this Purchase Order and nothing in any third-party license or sub-license shall increase the obligations of Buyer's or lessen any Buyer's rights hereunder. Accordingly, such Purchase Order may not be used by Seller or Supplier to: (a) explain or limit any provision hereunder; or (b) relieve Seller or Supplier from any obligations hereunder.

**23. Time is of the Essence:** Seller or Supplier agrees that time is of the essence in the performance of this Purchase Order. Seller or Supplier represents that it has sufficient resources so that the Goods or Services can be performed within the time frames set forth herein. Any delay beyond the control of Buyer's which results in production overtime or other additional expenses will be borne solely by Seller or Supplier, and Seller or Supplier will owe no additional amounts except such delay caused is not attributable to any action in the performance of this Purchase Order on the part of Buyer.

**24. Privacy and Security Laws and Policies:** Seller or Supplier recognizes Buyer's commitment to customer and employee privacy and data security and acknowledges that Buyer expects Seller or Supplier to fulfill its obligations hereunder in a manner consistent with that commitment. To meet that expectation, Seller or Supplier agrees to comply, and to cause Seller or Supplier's personnel to comply, with: (a) current and future legislation concerning data privacy and data security, to the full extent applicable to Buyer and/or Seller or Supplier including but not limited to the Information Technology Act, 2000 and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011; (b) to the extent applicable to Seller or Supplier's performance or provision of Services or Deliverables and (c) any instructions and/or policies that Buyer has provided relating to processing data subject rights requests or other privacy-related inquiries from Buyer's and (d) any instructions, policies and/or guidelines that Buyer may provide/has provided to the Seller or Supplier.

**25. Indemnification:** Seller or Supplier hereby indemnifies, hold harmless and undertakes to defend the Buyer against any claim by a third party including but not limited to damages, costs, expenses as a result of any claim arising out of any act or omission of the Seller or Supplier.

**26. Statutory Compliances:** The Seller or Supplier shall comply with all applicable state central and local statutes. The Buyer shall not be liable in any manner whatsoever for any non-compliance on part of the Seller or Supplier of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by the Seller or Supplier.

**27. Relationship of Parties:** This Purchase Order is being entered into on a non-exclusive, principal to principal basis and that Seller or Supplier is an independent entity and not an agent and/or employee of the Buyer.

**28. Arbitration and Jurisdiction:** Any and all disputes, controversies and conflicts ('Disputes') arising out or relating to or in connection with of this Purchase Order between the Parties shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The place of arbitration shall be New Delhi and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by an arbitrator to be appointed mutually by both the parties. This Purchase Order shall be governed by and construed in accordance with the laws of India.

**29. Fraud & Corruption:** The Seller or Supplier shall observe the highest standards of ethics during the performance and execution of the work. (i) The Buyer shall terminate the Purchase Order if the Seller or Supplier has been determined by the Buyer to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive. (ii) The following terms apply in this context. a. "Corrupt

Practice" means offering, giving, receiving or soliciting of anything of value to influence the action of the Buyer during the tenure of the Project. b. "Fraudulent Practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the Buyer, and includes collusive practices designed to establish proposal prices at artificially high or noncompetitive levels and to deprive the Buyer of the benefits of free and open competition. c. "Unfair Trade Practices" means supply of services different from what is ordered on or change in the scope of work which was agreed to. d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation during the period of Project.