

## **1. Terms of Agreement**

- 1.1 The purchase order together with the terms and conditions, and any attachments and specifications whether physically attached or incorporated by reference (collectively the "Purchase order") constitutes the entire and exclusive agreement between ANZ Operations and Technology Pvt Ltd/ANZ Support Services India Pvt Ltd ("ANZ") and the Supplier ("Supplier") identified in the purchase order. ANZ's submission of the Purchase Order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase Order, whether communicated orally or contained in any purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, shall not form a part of the Purchase Order, even if Supplier purports to condition its acceptance of the Purchase Order on ANZ's agreement to such different or additional terms.
- 1.2 Notwithstanding the foregoing if a master agreement covering procurement of the Work described in the Purchase Order exists between Supplier and ANZ, the terms of such master agreement shall prevail over any inconsistent terms herein.
- 1.3 If you do not agree with any part of these terms and conditions or the Purchase Order, you must immediately reject the Purchase Order by notifying the ANZ Requestor who placed the Purchase Order and refrain from providing the goods or services specified in the Purchase Order.

## **2. Price and Payment**

- 2.1 The prices listed on the Purchase Order (or attached to it by ANZ at the time of issuance) are firm prices, and can only be varied if ANZ so agrees or by mutual consent. All prices will be invoiced and paid in the currency as indicated in the Purchase Order, and if no currency is specified, then in India Rupees. The prices are inclusive of all freight, packing, insurance, and delivery charges. All such charges must be detailed separately on each invoice.
- 2.2 The fees and charges specifically detailed in this Purchase order are the only amounts payable by ANZ in respect of the Services and all related matters and are not inclusive of applicable taxes, duties and levies. In the event that any additional amount is required by law to be paid by ANZ on behalf of the Supplier, Supplier agrees to immediately reimburse ANZ for any payment made, if the same is to be borne by Supplier. With respect to any new taxes that may be introduced by the Government in future, this contract will be revisited by both parties. Tax Deducted at Source (TDS / Withholding Taxes (WHT) shall be deducted from the payment to the supplier as applicable in accordance with the existing Income tax laws and ANZ will provide the applicable withholding tax certificate and any other related document in this regard to the Supplier.
- 2.3 All documentation relating to the provision of goods or services pursuant to the Purchase Order, including invoices, delivery notes, and labels on the outside of packages, must state the Purchase Order number, the ANZ Requestor, and, where available, serial numbers and asset numbers. Invoices must be valid tax invoices under applicable taxation laws and include your Goods and Service Tax Registration Number, PAN and must provide your bank account details into which a direct deposit can be made. Invoices which do not meet these criteria will not be considered for payment and liable for rejection.
- 2.4 ANZ will aim to pay the correctly rendered and undisputed invoices within 30 days after their receipt at the billing address specified in the Purchase order. Notwithstanding the foregoing if a master agreement exists as described in clause 1.2 the payment terms would be in accordance with terms set forth in the agreement. A properly prepared invoice must include the purchase order number and, if required Supplier's certification of conformance of the work to the requirements. ANZ may, at any time, set-off any amounts Supplier owes ANZ against any amounts ANZ owes to Supplier or any of its affiliated companies. Under no circumstances shall ANZ pay or advance funds to Supplier, nor shall Supplier accept such funds, other than in accordance with a valid and applicable Purchase Order for services rendered
- 2.5 ANZ's payment to Supplier for Work prior to ANZ's timely rejection of such work as non-conforming work will not be deemed as acceptance by ANZ.

- 2.6 ANZ is a Special Economic Zone (SEZ) unit. Any supply of Goods/Services to SEZ unit is treated as 'Inter-State' and 'zero' rated supply under GST law. All supplies to be made and Invoices to be issued as per the provisions of India GST Law.
- 2.7 In the provision of goods and/or services to the client the Vendor shall comply with the provisions of the Goods and Service Tax Act and Rules made thereunder and any amendments made to the same from time to time. The Vendor acknowledges and agrees that ANZ will not be liable or responsible to the Vendor for any demand made and/ or Interest and Penalty levied on the Vendor on account of the Vendor's failure to follow the prescribed process under the Act/ Rules in the course of rendering services to the Client. Further, in the supply of Goods to ANZ location, the supplier should follow the procedures laid under SEZ Act before inwarding the Goods into SEZ zone and relevant documents of the supply should accompany with along with the consignment for inspection to obtain permission for the movement of Goods inside the zone from the concerned SEZ authorities.

### **3. Inspection and Acceptance**

- 3.1 You will supply the services and goods as set out in the Purchase Order in accordance with these terms and conditions. All goods and services that you supply must be of acceptable quality and fit for their intended purpose (and any purpose that ANZ notified to you) and must comply with:
- (a) Any samples provided by you, including, where requested, any previous deliveries;
  - (b) All applicable laws, codes and standards;
  - (c) The manufacturer's published specification; and
  - (d) Any other specification or requirement notified by ANZ to you, including any attached to, or incorporated by reference into, the Purchase Order.

ANZ may reject any or all of the Work which does not conform to the applicable requirements within 10 business days of Supplier's delivery of the Work. At ANZ's option, ANZ may (i) return the nonconforming Work to Supplier for a refund or credit; (ii) requires Supplier to replace the non-conforming Work; or (iii) repair the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), ANZ may accept the non-conforming Work conditioned on Supplier providing a refund or credit in an amount ANZ reasonably determines to represent the diminished value of the non-conforming Work.

### **4. Representation and Warranties**

- 4.1 You warrant that:
- (a) You have the full power to enter into the Purchase order and to perform its obligations under the Purchase order.
  - (b) you have title to and are authorised to supply the goods, and the goods will be free from all security interests when delivered to ANZ;
  - (c) you have and will maintain all relevant licences or permits for provision of the goods or services; and
  - (d) the goods or services, and ANZ's use of them, will not infringe any rights of a third person, including any intellectual property rights.
  - (e) Supplier will not disclose to ANZ, bring onto ANZ's premises, or induce ANZ to use any confidential or proprietary information that belongs to anyone other than ANZ or Supplier which is not covered by a non-disclosure agreement between ANZ and Supplier
  - (f) Supplier's Work conforms to ANZ's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogues, and if none of the foregoing is applicable, then such Work is suitable for the intended use
- 4.2 If any goods or services do not comply with the requirements of these terms and conditions or the Purchase Order (and such non-compliance is not caused by the default of ANZ), ANZ

may (if goods) return them to you and require their immediate repair or replacement or a refund; and (if services) require their re-performance at no additional cost to ANZ, or a refund. ANZ, acting reasonably, may also terminate the entire Purchase Order for cause and return all goods to you and require a refund including if you fail to meet ANZ's delivery requirements set out in the Purchase Order. You will be liable for freight, packing and all other costs associated with their return. ANZ may terminate all or part of the Purchase Order for cause, without liability.

Clauses 5 to 10 apply where the Purchase Order provides for the supply of goods:-

5. Full unencumbered title to goods passes to ANZ upon the payment of the invoice by ANZ. Risk of loss or damage to goods passes only upon delivery to ANZ of the goods irrespective of whether payment has already been made.
6. A delivery of goods will only be received by ANZ if: (to delete if not applicable)
  - (i) The whole order arrives as a single delivery (unless otherwise specified or agreed by the ANZ Requestor);
  - (ii) All items are securely packed and identified as required by ANZ from time to time and so as to prevent damage and unauthorised tampering and allow proper storage and stock control; and
  - (iii) Each container has a delivery note detailing its contents and the matters referred to in clause 2.3.
7. If ANZ rejects a delivery for cause, you are responsible for collecting and removing the rejected delivery at your cost, and for organising redelivery of replacement goods. ANZ will not be liable to pay for any delivery which has been rejected by ANZ for cause.
8. ANZ may store delivered goods without inspecting them at the time of delivery, however, such delivery does not affect ANZ's rights or your liability under clause 4.2 for any goods that are discovered to be non-compliant within a reasonable time after delivery.
9. Where goods must be installed pursuant to the terms of the Purchase Order, you will install them and confirm their proper operation and compliance with these terms and conditions. You must notify the ANZ Requestor when the goods have been installed.

Clauses 10 to 13 apply where the Purchase Order provides for the supply of services: (to delete if not applicable)

10. You will advise ANZ immediately of any actual or potential conflict of interest arising during provision of services to ANZ. If ANZ considers a conflict to be unacceptable to ANZ, it may terminate the Purchase Order by notice, and ANZ's only liability to you is the payment of any outstanding invoice for services that you have already provided to ANZ.
11. All intellectual property ("IP") that you create or discover in providing services will be owned by ANZ and you assign such IP rights to ANZ from their date of creation. For all other IP rights, you grant ANZ a perpetual, irrevocable, non-exclusive, worldwide, royalty free licence to exercise all IP rights that are necessary for ANZ and ANZ's related bodies corporate to enjoy the benefit of the services including by sublicensing to third party service providers for the sole purpose of providing goods or services to ANZ and ANZ's related bodies corporate.
12. You will ensure that you (and, where you engage persons to provide services to ANZ, those persons) are properly qualified and adequately experienced, including appropriately qualified, certified, and trained in occupational health and safety relevant to the services being performed, work diligently, reliably and to a high standard, conduct yourself and themselves with integrity, and comply with these terms and conditions. On ANZ's reasonable request, you will at once replace any person that you have engaged to provide services to ANZ with another person acceptable to ANZ.
13. If the Purchase Order mandates the use of any subcontractors or personnel for the provision of certain services, you must only use those subcontractors and personnel to provide those services, unless ANZ consents in writing to a replacement. Otherwise, you must not



subcontract the performance of any of your obligations under the Purchase Order without ANZ's prior written consent.

#### **14. Term and Termination**

- 14.1 The Purchase Order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase Order until such SOW is either terminated or the Work is completed and accepted.
- 14.2 ANZ may terminate the Purchase Order at any time, by giving you written notice. In this event, you must cease providing the goods and services which is the subject of the terminated Purchase Order, and use all reasonable endeavours to mitigate your costs and expenses. ANZ will pay for goods and services that have actually been delivered or provided to ANZ as at the date of termination, plus an amount agreed by the parties (acting reasonably and in good faith) to compensate you for any reasonable and substantiated costs that you have incurred as a result of the early termination and which you are unable to avoid or mitigate, provided that such amount does not exceed the amount of fees that would have been payable had the Purchase Order not been terminated. This is ANZ's sole liability and your exclusive remedy for early termination of the Purchase Order.
- 14.3 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.

#### **15. Confidentiality**

- 15.1 Each party will keep confidential all information (which is of its nature confidential) about the other party, its business, its subsidiaries, related entities or its clients that becomes available in the course of providing or receiving the goods or services, and will protect that information from unauthorised use. ANZ may use your confidential information and disclose it (including to third parties) to the extent required or desirable for ANZ to:
- (i) Enjoy the benefits of goods and services that you provide;
  - (ii) Discharge ANZ's obligations to you; or
  - (iii) Satisfy ANZ's legal and regulatory obligations.
- 15.2 In relation to any personal information (being any information about an individual whose identity is apparent or can reasonably be ascertained from the information) that you collect, handle or process as part of performing your obligations, you must comply with all applicable data protection and privacy laws that relate to the protection of such personal information, even if you would not otherwise be bound by such laws.
- 15.3 You must not in any way (including in any advertising material or on any website) use ANZ's (or any member of the ANZ Group's) trademarks, logos, business names or brand names (whether registered or unregistered) without the prior written consent of ANZ.

#### **16. Insurance**

- 16.1 Supplier shall take out all necessary policies or insurance policies to cover its provision of Services or supply of goods under this purchase order, eg; Professional Indemnity, Directors & Officers Liability, Corporate General Liability policies. The supplier agrees that the terms and conditions governing the aforesaid policies, including but not limited to inclusions and exclusions, shall be as may be approved by the Insurance Development Regulatory Authority (IRDA) and shall be understood and be interpreted in accordance with the generally accepted Industry norms and practices. The Supplier shall provide evidence of their insurance upon request by ANZ in such form as may be required by the ANZ.

#### **17. Supplier Code of Practice**

You acknowledge and agree that:

- (a) ANZ is committed to engaging suppliers whose environmental, ethical and social performance is of high standard; and
- (b) Agree that you must comply with ANZ's Supplier Code of Practice current at the date of the Purchase Order and available at [anz.com](http://anz.com) or as notified to you by ANZ from time to time. If ANZ notifies you of changes to its Supplier Code of Practice during

the term of the Purchase Order, and such change has a material adverse impact on you, then at your request, ANZ will enter into good faith discussions with you to endeavour to minimise the impact or compensate you for the adverse impact.

**18. Human Rights and Modern Slavery**

In performing your obligations under this agreement, you must comply with all applicable modern slavery laws, statutes, regulations and codes from time to time in force; and take reasonable steps to ensure that there is no modern slavery or human trafficking in your or your subcontractors' supply chains or business operations.

**19. Sanctions**

You acknowledge that ANZ is prohibited from dealing with any supplier which is a sanctioned entity under the laws of any country in which ANZ or ANZ Group members operate. ANZ may, acting reasonably, refuse to perform one or more of its obligations under the Purchase Order or these terms and conditions, if performance of those obligations would cause ANZ or any of the ANZ Group members to breach any law, regulation or other legal prohibition. For the avoidance of doubt, this includes ceasing to deal with you if you are or any person (natural, corporate or governmental) associated with you is or becomes, subject to any sanction imposed by the European Union or any government, including any sanction that supports a decision or resolution of the United Nations or any part or agency of the United Nations.

**20. Indemnity**

- 20.1 Supplier shall defend, indemnify and hold ANZ harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Supplier (including its Subcontractors) in the performance of the Work; or (ii) any infringement of a third party's Intellectual Property Rights or any other rights.
- 20.2 Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or wilful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).

**21. Liability**

- 21.1 Notwithstanding anything else in the purchase order or otherwise, ANZ will not be liable to Supplier with respect to the subject matter of the purchase order under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess in the amount ANZ paid to supplier in the six months preceding the event or circumstance giving rise to such liability.
- 21.2 In no event will ANZ be liable to supplier for any incidental, indirect, special, consequential damages or loss of profits arising out of, or in connection with, the purchase order, whether or not ANZ was advised of the possibility of such damage.
- 21.3 The limitations will apply notwithstanding any failure of essential purpose of any limited remedy provided herein. Nothing in the purchase order limits either party's liability for bodily injury of a person, death, or physical damage to property, breach of confidentiality or any liability which cannot be excluded under applicable law.

**22. Compliance with Laws**

Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Purchase Order. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render ANZ liable for a violation of any applicable anti-bribery legislation which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it them or ANZ in retaining or obtaining business or in performing the Work. Supplier's failure to comply with this provision shall constitute a material breach of this Purchase Order.

**23. Governing Law and Jurisdiction**

- 23.1 This Purchase order shall be governed by the laws of India
- 23.2 In relation to any legal action or proceedings arising out of or in connection with this Purchase order each party irrevocably submits to the jurisdiction of the courts of Bengaluru in the State of Karnataka and waives any objection to proceedings in any such court on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.



**24. Dispute Resolution**

Any disputes, differences and questions whatsoever which shall either during the continuance of this Purchase Order or afterwards arise between the parties hereto or their respective representatives or between any party to these presents on the construction or application thereof or as to in any way relating to these presents shall be referred to a sole arbitrator, and shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any other statutory modification or re-enactment thereof for the time being in force. The proceedings of such arbitration shall be held in English language and conducted in Bangalore. The award of the arbitrator/arbitral tribunal shall be final and binding on the parties thereto.

**25. Notice**

- 25.1 Any notice, or other communication to be given by ANZ to Supplier under the Purchase order shall be deemed to have been duly given if it is in writing and signed for, or on behalf of ANZ and delivered to Supplier's address as advised from time to time or ANZ's Registered Address.
- 25.2 Any notice, invoice or other communication required or permitted under this Purchase order shall be given in writing to the other party at that party's address specified in the Purchase order. Notices shall be deemed to have been given when personally delivered, facsimiled and acknowledged by the recipient or, if given by mail, properly addressed with postage prepaid fourteen (14) days after it is posted.