

## Cognizant Standard Purchase Order Terms and Conditions

**General :** This purchase order, together with these terms and conditions, and any attachments, exhibits, specifications, drawings, notes, comments, instructions and other information, whether physically attached or incorporated by reference (collectively referred to as the "Purchase Order"), constitutes the entire and exclusive agreement between the Cognizant & its affiliates and the supplier identified in the Purchase Order.

Notwithstanding the foregoing, if a Master Services Agreement / SOW covering procurement of Goods and Services referred in the Purchase Order exists between the Supplier and Cognizant, the terms of such Master Services Agreement / SOW shall prevail over the general terms and conditions herein (excludes any Transaction specific terms and conditions as specified in in this Purchase Order).

These terms and conditions form an integral part of the Purchase Order. Terms and conditions of sale shall not be changed by the Supplier and no terms other than those stated herein will apply or be binding upon Cognizant, unless specifically agreed by Cognizant's authorized representative in writing.

**Invoice:** Supplier is expected to submit invoices with all supporting documents within 5 days after the date of delivery or Goods and Services. *Please refer to country specific invoice submission guidelines from the link [www.cognizant.com/procure2pay](http://www.cognizant.com/procure2pay)*

**Payment Terms:** Unless this Purchase Order states otherwise, the terms of payment will be net 45 days from the date of receipt of valid commercial invoice after the delivery of goods or services. Transaction specific terms and conditions pertaining to Purchase Order are detailed above in comments section.

**Acknowledgement / Acceptance:** Supplier is required to acknowledge the Purchase Order through the preferred electronic tool / email within 5 workdays from the date of Purchase Order. If the Supplier refuses to accept the order exactly as written, he will return it at once with reasons. Acknowledgement signifies that the Supplier is in receipt of this Purchase Order, read the terms and conditions, understood, agreed and abide by the Purchase Order. Failure to submit acknowledgement shall be construed as acceptance of this Purchase Order in its entirety and by acceptance of this Purchase order, the Supplier agrees to adhere to all terms and conditions hereof.

**Pricing:** Prices mentioned in the order are firm and shall not be changed unless specifically agreed by Cognizant in writing. If the price mentioned is incorrect or is not listed, Supplier must notify Cognizant immediately upon receipt of Purchase Order or prior to delivery of Goods or Services. The price shall remain valid for full duration of the supply and execution and no upward revision shall be entertained unless mutually agreed. Any and all price revisions shall be authorized by Cognizant prior to delivery of Goods or Services.

Freight, Octroi and Entry taxes if not negotiated / mentioned on the Purchase Order shall be paid on actuals, as agreed by Cognizant on submission of proof of original documents / challan.

**Taxes:** Cognizant Purchase Order excludes all applicable taxes. Supplier is responsible for and shall pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sale of Goods or Services as applicable.

If Cognizant provides a direct pay certificate, certification of an exemption from tax, or reduced rate of tax imposed by an applicable taxing authority, then Supplier agrees to take into consideration the respective certificate and accordingly exempt or charge lower taxes as the case may be on the invoice. The invoice issued by the supplier shall meet the entire statutory requirement as required under the respective laws.

Cognizant shall withhold taxes as required under applicable law on payments made to Supplier hereunder and shall be required to remit to Supplier only the net proceeds thereof. Cognizant may deduct reduced tax amounts or hold the withholding taxes where Supplier submits appropriate exemption certificates / documents before execution of payments

**Imports:** For import transactions, Supplier is required to follow additional transaction specific Terms & Conditions mentioned in the Purchase Order.

**Supplier to deliver products which are Restriction of Hazardous Substances (ROHS) compliant:** Cognizant shall not be held liable for any damages as a result of the Supplier using non ROHS compliance parts. Supplier shall indemnify, defend and hold Cognizant harmless against any expenses, damages, costs or losses resulting from any suit or proceedings against Cognizant using non-lead free, non-ROHS compliant parts in their end-products which require lead-free ROHS compliance parts. Failure to comply or ship ROHS compliant products would relieve Cognizant of any obligation to accept or pay for Goods.

**Packaging and Shipping:** Unless otherwise specified, all Goods are to be delivered, shall be stored, boxed or packed without charge to ensure safety and / or not damaged till the same reaches the ultimate destination and comply with requirements or standards of common carriers. Packing list must accompany Goods, listing contents, quantity, part #, purchase order # and other relevant details as the case may be.

**Mode of Dispatch:** Goods to be delivered at the premises mentioned at the cost of the Supplier. Any loss or damage during transit shall be borne by the Supplier.

**Quantity:** The quantity indicated in this Purchase Order should be adhered to by the Supplier. Cognizant shall not be held liable for any quantity variations.

**Delivery:** The timelines stipulated for delivery is the essence of this Purchase Order. Supplier must notify Cognizant in advance and within reasonable time about any such delays or non-performance. Failure to comply or ship on the date(s) and quantity (ies) specified shall, at Cognizant's option, relieve Cognizant of any obligation to accept or pay for Goods or undelivered Goods or Services, completed or in any state of fabrication. Cognizant may decide to purchase such required Goods or Services from elsewhere and such charges shall be borne by the Supplier. Company may cancel or terminate this Purchase Order or any remaining unshipped / undelivered Services balance at no cost or charges.

Supplier should provide scan copies of the invoice, packing list and air way bill along with the freight forwarder's contact details two days prior to the date of loading at the port of origin. Any demurrage charges arising due to non-compliance of the above mentioned conditions, have to be borne by the Supplier.

**Special Conditions:** Cognizant have the right to retain the payment / cancel the Purchase Order in part or in total, if the quality of the Goods or Services is not as per our specification set forth in this Purchase Order.

**Right of Cancellation:** Cognizant shall be entitled to cancel the order in whole or in part by written notice to Supplier. In the event of the notice of such cancellation, Supplier shall stop any delivery and cease all works including canceling any works which may be placed on others. Cognizant's liability shall be limited to payment for value of work done and/or custom made products expensed up to the date of cancellation or standard cancellation charges whichever is the lower.

**Insurance:** Should any loss or damage occur before Cognizant takes the possession of Goods or Services, the Supplier shall initiate and pursue claim till settlement. Supplier shall promptly make alternate arrangements for complete replacement or any damaged item(s) irrespective of settlement of claim by the underwriters. Supplier is required to maintain insurance for all Goods or manpower deployed under this Purchase Order.

**Returns:** Cognizant will return non-conforming Goods to Supplier at Suppliers expenses. Payment will not constitute an acceptance of the Goods or Services nor impair Cognizant right to inspect the Goods or Services or invoke any of its remedies.

**Termination of Purchase Order:** Cognizant shall have the sole discretion to renew the Purchase Order after the expiry of the Purchase Order and may choose to terminate this Purchase Order by giving 15 days' notice to the Supplier. This Purchase Order shall also be terminated with immediate effect by Cognizant if the Goods or Services are not rendered/ provided by the Supplier as per specification of Cognizant or the Supplier breaches any terms of the Purchase Order , SLAs, Scope of Services, etc.

**Confidential Information:** Supplier agrees that the pricing and terms of this Purchase Order are confidential. Supplier agrees to maintain the confidentiality of any information and/or the contents of any documents provided/made available to it by Cognizant in connection with this Purchase Order and shall not, without the prior consent of Cognizant, disclose the same to any third party unless it is required under any statute or by any statutory authority.

**Liquidated Damages:** Liquidated Damages @ 0.5% per week or maximum of 5% of the Purchase Order value will be deducted from the total invoice value, in the event Supplier is unable to discharge the obligations mentioned herein under this Purchase order.

**Statutory Regulations :** The Supplier shall be responsible to comply with statues or regulations or ordinance or legal requirements of Central, State, Local and Municipal authorities and the Supplier will indemnify and save harmless Cognizant, from all loss, damages, penalties, payments or other consequences, on account of any such violations.

**Non-Solicitation:** During the term hereof and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, any employee, officer or independent contractor of the other party who performed any work in connection with or related to the Services without a prior written approval from the other party.

**Intellectual Property:** Supplier agrees that the deliverables that Supplier is obligated to furnish to Cognizant hereunder (collectively, the "Deliverables") shall be the property of, and ownership thereof shall vest in, Cognizant. Supplier agrees to take all reasonably necessary actions which are necessary to assure the conveyance to Cognizant of all right, title and interest in, to and under any Deliverables, including copyright.

**Warranty:** Supplier warrants and represents that (a) Supplier has the proper skill, training and background to perform in a competent and professional manner the work set forth in this Purchase Order and that all Services will be performed in accordance with this Purchase Order and (b) all Goods or Services shall conform to the specifications in this Purchase Order or otherwise agreed to in writing by Cognizant and Supplier. Except for the warranties stated in this Purchase Order, either party makes no other warranties of any kind or nature, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or use.

**Limitation of Liability:** Except with respect to breach by Supplier of its representations, warranties and/or covenants and/or breach of its confidentiality obligations hereunder, in no event shall either party be liable to the other party or any other person or entity for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever (including, without limitation, lost revenues, profits, savings or business, or contribution or indemnity in respect of any claim against the party) or loss of records or data, whether in an action based on contract, warranty, strict liability, tort (including, without limitation, negligence) or otherwise, even if such party has been informed in advance of the possibility of such damages or such damages could have been reasonably foreseen by such party. In no event shall Cognizant's liability to Supplier or any other person or entity arising out of or in connection with this Purchase Order or the Services exceed, in the aggregate, the total fees payable by Cognizant to Supplier in the twelve months (12) months immediately preceding the date on which such damage arose.

**Miscellaneous:** This Purchase Order will be governed by the laws of the county/state where Cognizant contracting entity is located, without reference to the principles of conflicts of law. Neither party may assign or otherwise transfer any of its rights, duties or obligations under this Purchase Order without the prior written consent of the other party.