

ONBOARDING SUPPLY / PURCHASE AGREEMENT

This Agreement is made on the

BETWEEN: **WILLIAMS LEA INDIA PRIVATE LIMITED**, a company registered under the Companies Act 1956 and having its Registered office at No 308 D Block 3rd Floor, Tidel Park, Canal Bank Road, Tharamani, Chennai - 600113 (hereinafter referred to as "WLIPL" and its successors and assigns)

AND , having its Registered office at (hereinafter referred to as "Supplier" and its successors and assigns)

(WLIPL and the Supplier are hereinafter collectively referred to as the "Parties")

WHEREAS

- i. WLIPL offers business process solutions to its customers in India and for the said purpose are desirous of procuring certain products or service from a reputed a reliable supplier.
- ii. The Supplier is a provider of Services / supplier of Products and has represented to WLIPL that it has the necessary infrastructure, resources and relevant experience to provide and supply Products and/or Services as per WLIPL's requirements to the complete satisfaction of WLIPL and based on the Supplier's representation, WLIPL has agreed to enter into this agreement for the purchase of Products and Services on the same on the terms and conditions as hereinafter set out.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. EFFECTIVE PERIOD

This Agreement shall be effective from ("Commencement Date") and unless terminated in accordance with Clause 5 below, will expire on , ("Expiry Date"). On expiry, this Agreement may be renewed on such terms and conditions as may be mutually agreed between the parties.

2. PROVISION OF PRODUCTS OR SERVICES

- 2.1 WLIPL appoints the Supplier on a nonexclusive basis to provide the Products or Services as described in **Schedule I**.

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- 2.2. When WLIPL wishes to place an order for Products or avail any Services from the Supplier pursuant to this Agreement, it shall either send a Purchase Order to the Supplier or avail services as per any rates agreed in this Agreement. **‘Purchase Order’** means WLIPL’s written order placed with the Suppliers having a Purchase Order Number specifying the Products and/or Services and the specification of the Products and scope of Services required by WLIPL referred to in this Agreement.
- 2.3. All Purchase Order issued by WLIPL will be governed by the terms and conditions of this Agreement, including the terms and conditions more particularly set out in the relevant Purchase Order.
- 2.4. The Supplier agrees to abide by the standards, specifications, and any other requirements with respect to the Products or Services that may be required by WLIPL and agreed by Supplier, as specified in **Schedule –I** or in the Purchase Order or otherwise in writing.
- 2.5. WLIPL’s Purchase Order Number must be quoted on all documentation including Invoice Nos., dispatch / delivery notes, correspondence etc.

3. RELATIONSHIP

- 3.1 The Supplier’s relationship with WLIPL under this Agreement shall be that between independent contractors and nothing in this Agreement shall be construed as constituting Supplier or any of its employees an agent, representative, associate, joint venture partner, franchisee or employee of WLIPL. The Supplier shall not represent itself as an agent or legal representative of WLIPL nor purport to bind WLIPL in any manner.

4. PRICE AND PAYMENT

- 4.1 The price of the Products and/or Services shall be as stated in any Purchase Order issued under this Agreement or as stated in Schedule I of this Agreement in the absence of any Purchase Order and the same will remain firm and fixed for the duration of this Agreement.
- 4.2 WLIPL shall pay the Supplier all undisputed invoices **within Thirty (30) days** from receipt of an accurate invoice or as per the agreed Purchase Order terms issued under this Agreement.
- 4.3 All payments will be made subject to deduction of tax at source, wherever applicable.
- 4.4. Where appropriate, GST must be identified separately on each invoice.
- 4.5 WLIPL will only make payment by cheque/bank account transfer. Correct Purchase Order Numbers and correct delivery/provision of service address must be quoted on all invoices and any correspondence carried out by the Suppliers.

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- 4.6 Failure to comply with the requirements of billing as set out in this clause will excuse delays in payments by WLIPL and the Suppliers shall waive all claims in this respect.

5. TERMINATION

WLIPL shall be entitled to terminate this Agreement at any time with or without cause by giving at least 30 (Thirty) days' notice in writing to the Supplier.

6. WARRANTIES & REPRESENTATIONS

- 6.1. The Supplier warrants to WLIPL that the Products or Services provided conforms to the description, specification or scope of service required by WLIPL and set out in **Schedule I** of this Agreement or the Purchase Order issued from time to time and in accordance with the industry practice and all statutory and other regulations which may be in force at the time when the Products or Services are supplied to WLIPL. WLIPL decision as to whether the Products or Services comply with the description, specification or scope of service required by WLIPL and set out in **Schedule I** of this Agreement or the Purchase Order shall be final.
- 6.2. In the event of Supplier's non-compliance with the warranties, Supplier shall re-supply or re-perform the Products or Services, or if Supplier is unable to re-supply the Products or re-perform the Services as warranted, WLIPL shall be entitled to recover the fees paid for the non-conforming Products or Services.
- 6.3. The warranties set out in this clause will survive the expiration or termination of this Agreement (as the case may be) for a period of 12 month. If any or all of Products or Services supplied shall be non-conformance or shall Products prove to be defective within 12 months use, WLIPL may call upon the Supplier, without prejudice to WLIPL's other rights, to rectify, replace or reimburse at WLIPL's option the defective Products or Services.
- 6.4. **Micro, Small and Medium Enterprises Development Act, 2006:** Supplier hereby agrees to take the full responsibility of notifying WLIPL if Supplier is qualified or gets qualified during the term of this Agreement as a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"). To comply with the above requirement, Supplier is required to notify WLIPL in writing within thirty (30) days of coming under the ambit of the MSME Act as mentioned above. Supplier further acknowledges that in the event it fails to comply with the aforementioned requirement, WLIPL shall assume that the Supplier does not fall under the ambit of the MSME Act to the extent provided above.

7. LEGAL COMPLIANCE & INDEMNITY

- 7.1. Supplier undertake that, if any particular job is coming under the purview of or attracting the applicable provisions of the Contract Labour (Regulation and Abolition) Act, 1970, or any laws applicable to engaging contract labour in the State where Services are provided by Supplier, the same shall be observed and complied by Supplier, without any obligations on WLIPL. Further, Supplier undertakes to comply with all applicable statutory rules and regulations concerning employment or payment of workmen engaged by Supplier. It is expressly understood that Supplier will take out an adequate

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insurance cover for Supplier's personnel under the appropriate Workmen's Compensation Act and will be fully responsible to ascertain and to comply with the requirements of law. Supplier further undertake to indemnify WLIPL in the event of Supplier failing to comply with any of the aforesaid obligations as set out in this clause.

- 7.2. Supplier further represents and warrants that it is authorized and has the necessary licenses and permits to render the Services or accept the order for the supply of Products from WLIPL, and that it is not disqualified or prohibited under existing laws and laws to do as required by WLIPL. The Supplier will ensure that all security and compliance precautions are followed for the personnel appointed by the Supplier in the performance of the Services who handle / carry packages. This is to ensure secured and compliant movement of the shipments when Services undertaken by Supplier for WLIPL.
- 7.3. WLIPL acknowledges Supplier may rely upon subcontractors (with appropriate licences or registrations under the relevant laws or regulations) to undertake the order. However, Supplier remains solely liable to WLIPL in relation to the performance of the Services or undertaking of the order for the supply of Products or to any breaches committed by Supplier's subcontractors. In addition, Supplier shall ensure that these subcontractors are of good reputation and standing and shall provide such reasonable information as requested by WLIPL about these subcontractors.
- 7.4 In the event that the Supplier commits a breach of Clauses 7.1 or 7.2 above, Supplier shall exercise best endeavours to prompt remedy the contravention (including, but not limited to, locating and engaging appropriately licensed subcontractors to undertake the relevant works) and indemnify WLIPL against any and all losses or damages, fines, penalties or other liability that may be imposed by any person or relevant governmental or judicial authority in relation to such contravention.
- 7.5 The Supplier indemnifies, and will keep indemnified, WLIPL from any liability arising from any and all actions, proceedings, claims and demands whatsoever which may be brought or made against WLIPL, its agents, officers, employees or sub-contractors for any reason arising directly from any breach by the Supplier of any term of this Agreement including, without limitation, any claim for damages for breach of agreement or negligence (including a claim for breach of agreement or negligence by third parties), manufacturing defect of Products, financial loss including loss of profits, death or injury) to any person, damage to property of any person and any claim for trade practices and product liability.
- 7.6 The Supplier will not be entitled to assign or subcontract the Agreement or any pursuant Purchase Orders issued hereafter, in full or in part, for the order of supply of Products or to render the Services to any third party without the express consent from WLIPL. Any subcontracting or assignment of this Agreement or any pursuant Purchase Orders issued hereafter will render this Agreement liable for termination, at the option of WLIPL.

8. CONFIDENTIALITY

- 8.1. Confidential Information means all proprietary and confidential information or Sensitive Personal Data of WLIPL or of WLIPL's customers, clients, employees or suppliers

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whether commercial, financial, technical or otherwise (whether oral, in writing, machine readable or in any other form) and material (whether electronically recorded, in writing or otherwise) which by its very nature should obviously be treated as secret and confidential and which WLIPL desires to protect against unrestricted disclosure or competitive use whether or not it is designated as Confidential Information. Any information which may be supplied to the Supplier by WLIPL in the course of the Supplier's performance of the Products or Services or otherwise shall be treated as Confidential Information and the Supplier shall not disclose such information to a third party.

9 MISCELLANEOUS

- 9.1 The Supplier shall be responsible for timely delivery of all Products or Services according to the time schedule set by WLIPL.
- 9.2 The Parties hereby expressly agree that if any dispute or difference arises in connection with this Agreement, the contract managers shall negotiate in good faith to resolve such disputes. If any dispute cannot be resolved by the contract managers it shall be referred to WLIPL's Procurement Head and Director of the Suppliers for resolution who shall, if necessary, negotiate in good faith to resolve such disputes.
- 9.3. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. The parties hereby submit to the courts of competent jurisdiction situated in Chennai.
- 9.4 Entire Agreement. This Agreement supercedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter of this Agreement and sets forth the entire and exclusive agreement and understanding between the parties relating to the subject matter of this Agreement.
- 9.5 Variation. No variation of this Agreement shall have any force or effect unless it is agreed by both parties in writing.
- 9.6. Time of the Essence. Time wherever mentioned shall be of the essence of this Agreement. If Products are not delivered within the delivery period specified in the relevant Purchase Order(s) then WLIPL have the right to cancel that particular requirement, and/or to rescind the remaining portion of this Agreement in its entirety without any penalty whatsoever and shall be entitled without prejudice to any other rights and remedies to purchase substitute Products and/or Services elsewhere and to recover from the Suppliers any loss and additional costs incurred. Any extension of time for delivery and/or performance must be expressly agreed in advance in writing on each and every occasion between WLIPL and the Suppliers. If time is so extended such time shall be of the essence. Any such extension of time shall relate only to the extension in question and shall not be deemed to be a waiver of WLIPL's rights under this Agreement regarding delivery and/or performance on the revised delivery and/or performance date(s) as agreed.
- 9.7. Supplier hereby undertakes that it shall not, without WLIPL's prior written consent, use, display or quote, for commercial purposes or otherwise WLIPL's Logo and/or Trade Mark during the continuance of this Agreement or after termination.

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10. LIST OF SCHEDULE AND APPENDIX

SCHEDULE I - NATURE OF PRODUCTS OR SERVICES & SPECIFICATION

IN WITNESS HEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

For and behalf of

For and on behalf of

**WILLIAMS LEA INDIA PVT LTD
(WLIPL)**

.....
(Supplier)

Signature:

Signature:

Name:

Name:

Title:

Title:

Date Signed:

Date Signed:

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SCHEDULE I -
NATURE OF PRODUCTS OR SERVICES, SPECIFICATION & RATES (IF THERE IS NO
 SEPARATE PURCHASE ORDER)

Describe the nature of products / services here in Schedule I or mention "As referred in the Purchase Order issued from time to time, which will be subject to the terms and conditions of this Agreement".

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