

AGREEMENT TERMS FOR GOODS AND SERVICES

This Agreement is made and entered as of by and between:

CARE INDIA SOLUTIONS FOR SUSTAINABLE DEVELOPMENT, a company registered under section 25 of the Companies Act, 1956 (now section 8 of the Companies Act, 2013) having its corporate office at A-12, 'Bhilwara Towers', Third Floor, Tower II, Sector-1, Noida, Uttar Pradesh 201301". through its Authorized Signatory (hereinafter called "**CARE INDIA**" which expression unless repugnant to the context and/or expressly excluded shall include its assigns) party of the second part

And

'..... ,' is an firm, located at "..... having on the other part which expression shall unless repugnant to the context hereof, be deemed to mean and include its successors and assigns):

- 1) **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with, and governed by the laws of Republic of India, and within the exclusive jurisdiction of courts in Delhi unless agreed otherwise in writing by parties without regard to its choice of law /rules.
- 2) **ORDER:** CARE India to purchase the Goods/Services described herein from Vendor. "Goods" means items purchased by this Order, including Service deliverables. "Services" means performance and work by the Vendor. "Vendor" means the seller or Service provider named in the Order. CARE India's placement of this Order with Vendor is expressly conditioned on Vendor's acceptance of the terms contained in this Order, including without limitation, this Order shall not be filled at prices higher than stated in this Order or for different quantities. Any additional or different terms or conditions in any communication from Vendor are expressly objected to and are not effective or binding unless CARE India agrees in writing, and no such additional or different terms are part of a contract between CARE India and Vendor even if CARE India accepts performance under this Order. Any objection by Vendor to the terms hereof shall be ineffective and is deemed waived by Vendor when Vendor accepts this Order. Each Order terminates sixty (60) days after the Delivery Date, except as set forth herein or as CARE India shall notify Vendor in writing. **The Purchase Order Number above shall be shown on all invoices, communications, packing lists, containers, bills of lading and other similar documents.**
- 3) **PRICE:** The prices stated in this Order are complete; Vendor shall add no additional charges. Vendor warrants that the prices charged hereunder are competitive with prevailing market rates and do not exceed prices charged to other customers for a similar quantity and quality of Goods/Services. Vendor shall specify all applicable costs, including taxes, duty, export and transportation fees and other charges on Vendor's invoice as separate items, and shall bear such costs as part of total Price charged. If Vendor travel reimbursement shall be made under this Agreement, then Vendor shall follow CARE India's travel policies and be subject to CARE India per diem rates. Invoices in duplicate are required. CARE India will pay Vendor as specified in this Order, including pursuant to any discount terms; if no time of payment is indicated, payment shall be made no later than thirty (30) days after the later of: CARE India acceptance of the Goods/Services or CARE India receipt of the relevant invoice for proper performance. Vendor shall be paid full compensation for services properly performed prior to the termination date and materials relating thereto approved by CARE India, such as work-in-progress,

plans, drawings, and specifications, subject to vendor returning all CARE India's property, advances and other related materials in the possession of vendor to the satisfaction of CARE India and b) title shall vest in CARE India for any such materials for which CARE India has paid. Any adjustments in Vendor's invoices due to shortages, late deliveries, rejection or other failure to comply with the requirements of this Order including any agreed penalty for the same may, at CARE India's option, be made by CARE India before payment, but failure to do so shall not deprive CARE India of the right to do so later. CARE INDIA may withhold ten percent (10%) from payment of the final invoice to ensure that all Goods/Services conform to this Order and all necessary documentation has been properly received.

- 4) **QUALITY:** Vendor warrants the Goods/Services are (a) free of all deficiencies and defects in materials, design and workmanship for the period of one (1) year from the date CARE India accepts the Goods/Services, (b) all materials created for CARE India [other than materials preexisting this Agreement and prepared for other customers] shall be original work, shall be deemed work for hire and shall not infringe the rights of any third parties, and (c) are free of any lien or encumbrance. Vendor warrants it shall vest all title and rights to the Goods/Services in CARE India and provide CARE India any documentation CARE India requests relating to its ownership of the work. If no quality is specified in this Order, the Goods/Services delivered must be of the best quality as recognized by the market and conforming to or exceeding all specifications provided by Vendor.
- 5) **CONDUCT:** Vendor shall comply with industry best practices to avoid exploitation of child labor and shall not discriminate on the basis of race, ethnicity, religion, gender, disability while on CARE India premises or working for CARE India, vendor shall comply with: (a) the office and security policies and directives of CARE India; (b) CARE India's policy prohibiting harassment and discrimination; and (c) such other policies as CARE India may make known to vendor. The parties are independent contractors of each other, and: (a) each party is responsible for all payments relating to its Services, including without limitation, social security, income tax withholding, and insurance; (b) neither party is an agent of the other, has the authority to enter into any contract or obligation on behalf of the other party; and (c) nothing herein shall create an employer/employee relationship, partnership or joint venture between the parties, or between one party and any employee of the other.
- 6) **ANTI CORRUPTION:** Vendor shall comply with all laws and regulations applicable to its performance hereunder. Vendor and its employees shall maintain and comply with a written code of conduct that prohibits giving anything of value, directly or indirectly, to any person or entity, including government officials or CARE India staff, in the form of a bribe or kickback; establishes appropriate limitations on transactions with relatives of vendor's employees or businesses or ventures related to Vendor or its employees; and otherwise properly governs the performance of its employees engaged in soliciting, awarding or administering contracts, and receiving gifts.
- 7) **SHIPPING, PACKING, DELIVERY:** Unless otherwise stated in this Order, all Goods shall be shipped freight prepaid D.D.U Destination, and CARE India will pay no charge for packing, boxing or cartage. Vendor is responsible for loss of or damage to any Goods/Services before receipt by CARE India at Destination. Each package of Goods will contain documentation showing shipper's name, contents of package, and the Order Number. A copy of the bill of lading, invoice, customs and import/export notices, or similar documentation shall be sent at time of shipment to CARE India at the address stated in this Order as well as to the Destination, if different. Time is of the essence and delivery of Goods/Services shall be strictly in accordance with this Order. Delays in shipment or otherwise shall be reported immediately to CARE India, and the Order payment shall be subject to a late arrival penalty if specified on the Order. Partial deliveries/performance may not be accepted; contact CARE India in advance if a partial delivery/performance is requested.

- 8) **INSPECTION AND ACCEPTANCE.** All Goods/Services shall be subject to CARE India inspection and, if applicable, test at any time and place, including at place of manufacture. Vendor will make available to CARE India copies of applicable drawings, specifications, and processes and shall promptly provide CARE India any resulting inspection certificates. Further, all Goods/Services are subject to final inspection and acceptance at the Destination notwithstanding any payment or other prior inspections. CARE India may reject and hold at Vendor's expense, subject to Vendor's disposal, all Goods not conforming to this Order or other applicable specifications, drawings, samples, or descriptions.
- 9) **DEFECTIVE WORK.** If any Goods/Services are defective in material or workmanship or otherwise do not conform to this Order, CARE India may: (a) require Vendor to repair or replace at Vendor's cost any such nonconforming Goods/Services within 30 days of notification for the same. (b) require Vendor to refund the price of any such Goods/Services within 30days of notification for the same. or (c) elect to retain and correct any such Goods/Services with an appropriate price reduction to offset CARE India's costs of making correction(s). Nothing, including any final inspection, shall relieve Vendor from its responsibility to correct or replace Goods/Services defective as a result of fraud, recklessness or latent defects. All these are without prejudice to any other remedies available to CARE India under the law
- 10) **CANCELLATION AND DEFAULT.** In addition to any other remedies available, CARE India may cancel this Order, in whole or in part, at any time by written notice to Vendor, including without limitation in any of the following circumstances: (a) Vendor failure to deliver the Goods/Services as specified herein; (b) in CARE India's good faith judgment, Vendor failed to perform, or jeopardized performance of, this Order in compliance with its terms, and did not cure such failure within ten (10) days after notice from CARE India; (c) Vendor becomes insolvent or makes an assignment for the benefit of its creditors, or has bankruptcy, reorganization, readjustment of debt or insolvency proceedings instituted against it under law of any jurisdiction. On receipt of such notice, Vendor shall discontinue all work, cancel any sub-orders and terminate any subcontracts relating to this Order. Upon such termination, full and complete settlement of all Vendor's claims shall be made as follows: a) Vendor shall be paid for Goods/Services conforming to this Order, and b) title shall vest in CARE India for all such Goods/Services for which CARE India has paid.
- 11) **CHANGES:** Changes or amendments to this Order may only be made by CARE India by its written authorization. CARE India may make changes in the method of shipping or packing and place of delivery by written communication (or, if accepted by Vendor, verbal communication) prior to shipment of Goods/Services. If any such change by CARE India affects the cost or delivery schedules of this Order, an equitable adjustment shall be made, provided Vendor makes a written claim therefore within thirty (30) days from the date of CARE India's communication of the change.
- 12) **INDEMNIFICATION:** Vendor will indemnify and hold harmless CARE India and its related CARE India entities from and against any claims, losses, damages, expenses, penalties, causes of action or liabilities arising from: (a) Vendor's breach by of any obligations or warranties hereunder, or violation of trade secrets, patent, trademark or other intellectual property rights, or (b) any other acts or omissions of Vendor, its agents, employees, subcontractors, or guests, relating to this Order. In no event shall CARE India be liable for Vendor's lost profits or consequential or incidental damages. Any Vendor action against CARE India arising in connection with this Order must be commenced within one (1) year after the cause of action accrued or shall be deemed waived.
- 13) **COMPLIANCE WITH LAW AND DISPUTES:** Vendor shall comply with all laws, regulations, and orders applicable to its performance hereunder. The parties shall first try to resolve any controversy or claim arising out of or relating to this Order, or the breach or alleged breach thereof, by good faith negotiation among senior managers unrelated to the dispute, and failing that, by arbitration. The parties shall select

a mutually acceptable arbitrator and work in good faith with the arbitrator to resolve the dispute. The location of the arbitration shall be New Delhi, India. To the extent permitted by law, the arbitrator's decision shall be final and binding and may be entered in any court having competent jurisdiction. Vendor shall keep complete and accurate records that provide a basis for its invoices hereunder. During the term hereof and for three (3) years thereafter, CARE India, Donor, if applicable, or their agents, may inspect and make extracts from such records, provided that CARE India/Donor gives the Vendor at least seven (7) days prior written notice.

14) **ENTIRE AGREEMENT:** This Order, together with its attachments, contains the entire agreement of the parties related to the subject matter hereof, and no other representation, inducements, promises or agreements, oral or otherwise, shall be of any force or effect. Each attachment is incorporated by reference herein and forms a part of this Order. Vendor shall not assign its obligations hereunder, without the prior written consent of CARE India. If any provision of this Order is invalid, illegal, or unenforceable to any extent, the remainder of this Order shall not be affected and shall be enforceable to the fullest extent permitted by law. The parties are independent contractors. This Agreement creates no employer/employee relationship, partnership or joint venture between the parties, or between one party and any employee of the other. Certain obligations hereunder by their content shall survive the completion or termination of this Order, including those in Paragraphs 4, 5, 9 through and including 13.

15) **ANTI TERRORISM CERTIFICATION:** Each Party certifies that it has not provided and will not provide material support or resources to any individual or organization with the knowledge or intent that the support or resources be used to prepare for or carry out an act of terrorism in violation of applicable laws.

16) **DONOR REQUIREMENTS:** If this Agreement is funded with donor funds, certain donor requirements may apply. For the purpose of this agreement, it is as follow:

- a. These provisions must be passed to Vendor's lower tier Subcontractors.
- b. At CARE India's request, Vendor shall sign any certificates or documents and such take actions as are required by the donor.

Signed by:
CARE India

Signed by
Vendor

Name:
Designation:
Date:

Name
Designation
Date: