



STANDARD TERMS AND CONDITIONS

Revision date: 28 June 2018

1. The Purchase Order for supply of material or provision of service is on a principal-to-principal basis and the Supplier is an independent contractor. This Purchase Order is on a non-exclusive basis. These terms are incorporated into any previous agreement between Merrill and Supplier. In the event there is a conflict between these terms and the terms of any previously executed agreement between Merrill and Supplier regarding the goods and services to be provided, the terms of the previous agreement shall govern.
2. The provision of service/supply of materials shall be strictly in accordance with these terms and conditions and details as provided in the Purchase Order. All supplied materials, parts or goods must be new and unused, unless otherwise specifically agreed in writing, and delivered to the Merrill facility named in the Purchase Order. Merrill reserves its right to reject any goods or services, which are not in accordance with the Purchase Order or are deficient in quality or quantity as per the sole judgement of Merrill.
3. Equipment of Supplier, if installed at Merrill premises, shall be at the sole risk of Supplier. The Supplier shall keep such equipment duly insured against all insurable risks and shall be solely responsible for maintenance of the same in proper working condition. The Supplier shall keep Merrill fully indemnified from any loss or third-party claim arising out of faulty maintenance or accident caused by the equipment.
4. If the Supplier has leased any computer / hardware to Merrill for its use and if the Supplier has the responsibility to maintain / service the said leased computer / hardware, the Supplier shall fully ensure that no data, software or any other information lying in such leased computer / hardware are tampered, copied, deleted, transmitted or in any manner used or accessed by the Supplier or anybody connected to it. In this regard Merrill may cause and require the Supplier as well as its service personnel to execute appropriate Confidentiality and Non-Disclosure Agreements in favour of Merrill.
5. None of the employees or personnel of the Supplier shall have any relationship or claim against Merrill Technology Services India Private Limited (Merrill). The Supplier shall be fully responsible for observing and complying with all statutory requirements and formalities including but not limited to labour related laws like hours of work, leave, payment of remuneration, provident fund, ESI contribution, etc., strictly as per statutory requirements in respect of personnel deputed/deployed by it at Merrill premises or otherwise for performance of service.
6. The Supplier shall keep Merrill duly indemnified against all claims arising out of failure of Supplier to comply with any statute or otherwise.
7. The Supplier shall ensure that its personnel while at the premises of Merrill follow and abide by all rules and regulations of Merrill. Supplier shall keep Merrill fully indemnified in respect of all acts and deeds of such personnel including their negligence, misconduct or dishonesty. Merrill shall not be responsible for any accident or bodily injury suffered by such personnel at Merrill premises.
8. Merrill can terminate this Purchase Order for any or no reason by providing Supplier with 15 days' notice.
9. All payment for undisputed invoices shall be as per Merrill payment policy and cycle. No payment shall be made for any disputed bills unless the dispute/defect as raised by Merrill is corrected by the Supplier to Merrill's entire satisfaction.
10. Fees are inclusive of taxes, and Supplier is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Merrill under this Contract.



11. The Supplier shall indemnify Merrill fully against losses suffered by Merrill due to failure of the Supplier to supply the materials/render the service in time for which it is contracted or due the defect/deficiency in the materials supplied/service provided by the Supplier.
12. The Supplier shall not infringe or violate any third-party rights including intellectual property rights and shall keep Merrill fully indemnified against any third-party claims. If any software or intellectual property is to be used for provision of service/supply of goods to Merrill, the Supplier warrants that it has legal rights to use such software or intellectual property.
13. The terms and conditions contained in this Purchase Order shall override and fully prevail upon any contradictory/inconsistent terms and conditions stipulated in the invoice/offer document or any other document or contract of the Supplier. Terms and conditions of any other contract executed by the Supplier with Merrill, if any, shall be considered secondary in order of precedence.
14. Merrill prohibits corrupt practices in any manner, including bribery, which is illegal and a violation of the law; Supplier shall not receive or give, directly or indirectly any commission, gratuity or any other benefit of whatsoever in exchange for business with Merrill or to facilitate Supplier's business with Merrill in any capacity. Supplier acknowledges that any breach of this will be a material breach of these terms.
15. Suppliers are accountable to follow the Merrill policies where applicable. These are all located at <https://www.merrillcorp.com/en/merrill-sourcing>.
16. In providing goods and services, Supplier shall comply with applicable data protection laws together with any guidance issued by the applicable enforcement agency and shall not do, cause, or permit to be done anything which may cause or otherwise result in a breach. Merrill will collect, hold and use personal data obtained from and about Supplier personnel pursuant to Merrill's Privacy Notice (<https://www.merrillcorp.com/en/privacy-notice>) which may be updated from time to time at Merrill's sole discretion. Supplier agrees to such data being collected held and used in accordance with the Privacy Notice, this agreement, and Merrill's obligations under applicable data protection laws.
17. Any dispute arising out of this contract/arrangement or any matter touching upon it shall be settled through arbitration at Chennai under Indian Arbitration and Conciliation Act, 1996 by a Sole Arbitrator to be appointed by Merrill. All matters shall be subject to exclusive jurisdiction of Chennai Courts only.