

# Purchase Order Cover Page

PO2404017240

|                                      |  |
|--------------------------------------|--|
| <b>Business Unit</b>                 | Flipkart Internet Private Limited  |
| <b>Order Contact</b>                 | <b>Ankur Sengupta</b><br>E-mail <a href="mailto:ankur.sengupta@flipkart.com">ankur.sengupta@flipkart.com</a> |
| <b>Buyer Registration Details</b>    | (GST/QST/HST) 29AACCF0683K1ZD  |
| <b>Supplier</b>                      | Market Xcel Data Matrix Private Limited  |
| <b>Supplier Registration Details</b> | GSTN 07AAECM5086D1ZI   |

## Vendor Portal Invoice Submission Process for Payment Processing:

1. Please submit all new invoices through Vendor Portal for Flipkart Entity related payments <https://vendorportal.flipkart.net/e/vendor-dashboard>
2. Link Manual helps you with the Submission Process steps, Requirements & login credentials obtained to access the portal. <https://drive.google.com/file/d/16roXyQ39yXbS5-c9WhJEK-3GTZ-gfAgz/view>
3. When invoices are submitted through the vendor portal. Do not share again with vendor.helpdesk@flipkart.com which avoids duplication & rejection notification.

## General Guidelines

1. Seller/Service Provider must NOT be executed based on email or verbal communication by Flipkart Group of Companies (hereinafter referred to as "Purchaser")
2. A Purchase Order (PO) is the ONLY acceptable documents for timely processing of Invoice(s)
3. The Invoice value/ Cumulative of Invoices should be within the designated PO Value.
4. Invoice(s) received without proper supporting information are liable for rejection and affects payment time.
5. Seller/Service Provider ledger statement must be shared on quarterly basis or on request of Purchaser for reconciliation activity. Ledger statement must be sent to the email ID - vendor.reco@flipkart.com
6. Seller/Service Provider shall at all times be compliant with the Purchaser's policy on Ethics (Code of Conduct) and the Policy on Anti-Financial Crime.

## Anti-Financial Crime and Ethics Policies

- A. Purchaser and its group Companies and associates are committed to operating its businesses conforming to the highest moral and ethical standards. The Seller/Service Provider is required to be committed to acting professionally, fairly and with integrity in all its business dealings and relationships wherever it operates, and to implementing and enforcing effective systems to counter bribery and unethical practices. The Seller/Service Provider hereby represents and warrants that it agrees to and shall comply with the terms On Anti-Bribery And Anti-Corruption, Anti-Money Laundering And Export Controls of this PO.
- B. In the event the Seller/Service Provider has any ethical enquiry or concern; or if the Seller/Service Provider notices any violation of the Flipkart Code of Conduct or the foresaid Annexure A, you may report the same to Purchasers ethics committee at the following:

| Mode \ Entity            | Flipkart   | Myntra   | Jabong   | PhonePe  | Jeeves   |
|--------------------------|--|--|--|--|--|
| Telephone Hotline Number | 1800-102-1482  | 1800-102-1482  | 1800-102-1482  | 1800-102-1482  | 1800-102-1482  |
| Email ID                 | <a href="mailto:ethics@Flipkart.com">ethics@Flipkart.com</a> | <a href="mailto:ethics@Myntra.com">ethics@Myntra.com</a>   | <a href="mailto:ethics@Flipkart.com">ethics@Flipkart.com</a> | <a href="mailto:ethics@phonepe.com">ethics@phonepe.com</a> | <a href="mailto:ethics@Flipkart.com">ethics@Flipkart.com</a> |
| Website                  | <a href="http://flipkartethics.com">flipkartethics.com</a>   | <a href="http://flipkartethics.com">flipkartethics.com</a> | <a href="http://flipkartethics.com">flipkartethics.com</a>   | <a href="http://phonepeethics.com">phonepeethics.com</a>   | <a href="http://flipkartethics.com">flipkartethics.com</a>   |

***This Purchase order is system generated and does not require a seal and signature.***

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|                 |   |
|-----------------|---|
| Supplier        | Market Xcel Data Matrix Private Limited   |
| SupplierAddress | GROUND FLOOR, 17, OKHLA INDUSTRIAL ESTATE PHASE 3, DELHI, New Delhi, Delhi New Delhi-110020 Delhi INDIA |

|                   |                  |
|-------------------|------------------|
| Order             | PO2404017240     |
| Ordered Date      | 08-JAN-2025      |
| Change Order      | 0                |
| Change Order date | 08-JAN-2025      |
| Revision          | 0                |
| Ordered           | 1,000,000.00 INR |

|                 |  |
|-----------------|--|
| Bill To Address | Buildings Alyssa, Begonia & Clover, Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village Bengaluru-560103 Karnataka INDIA |
| Ship To Address | Buildings Alyssa, Begonia & Clover, Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village Bengaluru-560103 Karnataka INDIA |

|  |                 |                            |
|--|-----------------|----------------------------|
| <b>For Invoice Payment Status/Queries</b><br><b>Email:</b> <a href="mailto:vendor.helpdesk@flipkart.com">vendor.helpdesk@flipkart.com</a><br><b>Phone:</b> 080-67980333/080-37786333 |                 |                            |
| <b>Accounts Payable Escalation Matrix</b>  |                 |                            |
| Level  | SPOC            | Email ID                   |
| 1 <sup>st</sup>  | Balaji CS       | Balaji.cs@flipkart.com     |
| 2 <sup>nd</sup>  | Balaraju P      | balaraju@flipkart.com      |
| 3 <sup>rd</sup>  | Shivaprasad T R | shivaprasad.r@flipkart.com |
| 4 <sup>th</sup>  | Vivek Mishra    | vivekmishra.k@flipkart.com |
|  |                 |                            |

Notes INR = Indian Rupee  
GST extra as applicable

Advance Pay Term:

|                         |                 |                |               |                    |                 |
|-------------------------|-----------------|----------------|---------------|--------------------|-----------------|
| Customer Account Number | Supplier Number | Payment Terms  | Freight Terms | FOB                | Shipping Method |
|                         | 87583           | PAY BY 45 DAYS |               |                    |                 |
| Confirm To              |                 |                |               | Deliver To Contact |                 |
| Kishore Kumar           |                 |                |               | Ankur Sengupta     |                 |

| Line | Item  | Price        | Quantity | UOM        | Ordered      | Taxable |
|------|---|--------------|----------|------------|--------------|---------|
| 1    | Flipkart Minutes - Home Conjoint Study  | 1,000,000.00 |          |            |              |         |
|      |   | Promised     |          |            | 1,000,000.00 |         |
|      |   | Requested    |          |            |              |         |
|      |   | 14-Jan-2025  |          |            |              |         |
|      | Requested and Promised Dates correspond to the date of arrival at the Ship-to Location. |              |          |            |              |         |
|      |   |              |          | Line Total | 1,000,000.00 |         |
|      |   |              |          | Total      | 1,000,000.00 |         |

# Purchase Order PO2404017240

## TERMS & CONDITIONS:

Flipkart Internet Private Limited

### General Terms and Conditions of Purchase Order

#### 1. Formation; Offer; Acceptance; Exclusive Terms.

A. Each purchase order (the "Order"), together with these Terms and Conditions (the "Terms and Conditions") is an offer by Flipkart Internet Private Limited (the "Purchaser") to the party to whom such Order is addressed and such party's applicable affiliates and subsidiaries (the "Seller / Service Provider") to enter into the agreement it describes and it shall be the complete and exclusive statement of such offer and agreement. An Order does not constitute an acceptance by the Purchaser of any offer or proposal by the Seller / Service Provider, whether in the Seller's / Service Provider quotation, acknowledgement, invoice or otherwise. In the event that any Seller / Service Provider quotation or proposal is held to be an offer, that offer is expressly rejected and is replaced in its entirety by the offer made up of the Order.

B. An individual contract is formed when the Seller / Service Provider accepts the Order of the Purchaser. Each Order shall be deemed accepted upon accepting the terms and conditions of such Order by the Seller / Service Provider by shipment of goods, performance of services, commencement of work on goods, written acknowledgement, or any other conduct of the Seller / Service Provider that recognizes the existence of a contract pertaining to the subject matter hereof.

C. Acceptance is expressly limited to these Terms and Conditions and such terms and conditions as are otherwise agreed between the Parties in a contract for the purposes of this Order ("**Framework Agreement**"), or expressly referenced on the Order as "**Special Terms and Conditions**". No purported acceptance of any Order on terms and conditions of the Seller / Service Provider which modify, supersede, supplement or otherwise alter these Terms and Conditions shall be binding upon the Purchaser and such terms and conditions shall be deemed rejected and replaced by these Terms and Conditions unless the Seller's / Service Provider's offered terms or conditions are accepted in a physically signed writing (a "**Signed Writing**") by the Purchaser's authorised signatory. In the event of a conflict or discrepancy between these Terms and Conditions, the Framework Agreement or the Special Terms and Conditions, the terms expressly agreed in the Special Terms and Conditions shall prevail followed by the Framework Agreement and these Terms and Conditions in descending order of precedence.

D. All invoices shall be paid in accordance with the payment conditions stated in the Purchase Order. Purchaser shall be responsible to make the payment within the timeline as may be prescribed in the Purchase Order, **calculated from the date of the receipt of the invoice**. In the absence of any specific conditions/timelines, all payments will be made within thirty days from the receipt of the invoice.

#### 2. Applicability of Terms and Conditions.

A. These Terms and Conditions, as may be amended from time to time apply to the purchase by the Purchaser of all goods and/or services, as applicable, from the Seller / Service Provider as described on the face of each Order (collectively the "Goods / Services") or on any document expressly referenced on the face of such Order describing such Goods / Services.

B. These Terms and Conditions apply to all Seller / Service Providers under a single Order.

#### 3. Quantity and Duration.

A. The quantity applicable to each Order and its duration are specified on the face of the Order. For all the Orders, the Purchaser shall specify the quantities needed, delivery locations, and dates. The Seller / Service Provider acknowledges and agrees that, notwithstanding anything in any Order to the contrary, the Seller / Service Provider is obligated to provide Goods / Services to the Purchaser in at least the quantity and for at least the period specified in Order. Purchaser will have no obligation or liability beyond, the quantity specified in the Order.

#### 4. Cost and Quality.

A. Prices charged for Goods listed on the Order are not subject to increase, including specifically any increase based upon changes in raw material or component pricing, labour or overhead or any other reasons, unless specifically agreed to by the Purchaser on the face of an Order amendment or in a Signed Writing by the Purchaser's Authorized Person(s).

B. The Seller / Service Provider represents that the price charged to the Purchaser for Goods is at least as low as the price charged by the Seller / Service Provider to Purchasers of a class similar to the Purchaser under conditions similar to

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those specified in the Order and that all prices comply with all applicable governmental laws and regulations in effect at the time of quotation, sale and delivery.

C. The Seller / Service Provider agrees that any price reduction implemented by the Seller / Service Provider for any Goods or related charges will apply to all shipments of such Goods under the Order or any Order amendment from and after the Seller / Service Provider's implementation of the price reduction.

D. The Seller / Service Provider shall ensure that the price charged to the Purchaser for Goods remains competitive with the price for similar goods available to the Purchaser from other Seller / Service Providers.

E. The Seller / Service Provider shall meet all quality requirements of the Purchaser.

### 5. Delivery.

A. Deliveries shall be made both in quantities and at times specified on the Order or on Releases furnished by the Purchaser. Time and quantity of the delivery are of the essence of each Order. The Seller / Service Provider shall adhere to shipping directions specified on the Order or Releases. The Purchaser shall not be required to make payment for Goods / Services delivered to the Purchaser that are in excess of ordered quantities and delivery schedules specified in the Order. The Purchaser may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle the Seller / Service Provider to a modification of the price of Goods covered by any Order. With each delivery, the Seller / Service Provider shall be deemed to have made the representations, warranties and covenants as contained herein under these terms and conditions.

B. Notwithstanding any agreement, delivery shall not have occurred and the risk of loss / title to goods / services shall not have shifted to the Purchaser until the Goods / Services have been delivered to the Purchaser's applicable facility and have been accepted at that facility.

C. Invoices from the Seller / Service Provider shall be accepted for payment only if Purchaser's Order Number is quoted along with Sales Tax / VAT / Service tax Forms or any other necessary documentation, as the case may be, as may be applicable.

**6. Correspondence.** Seller / Service Provider shall place Purchaser's applicable Order number on all notices, correspondence, invoices, packing slips and packages pertaining thereto. All written correspondence other than invoices shall be sent to the attention of the person identified as the "Purchaser" on the order, addressed to Flipkart Internet Private Limited, Buildings Alyssa, Begonia & Clover, Embassy Tech Village, Outer Ring Road, Devarabeesanahalli Village, Bengaluru – 560103, Karnataka, India. All invoices shall be sent to the attention of the Accounts Payable Department at respective Purchaser offices.

### 7. Goods & Service Tax (GST)

I. All amounts due under this PO exclude any applicable indirect taxes including Central Goods and Services Tax, State Goods and Services Tax, Integrated Goods and Services Tax. Such amounts (including but not limited to service fee, damages, interest payments on overdue amounts) shall be charged additionally to the Flipkart Internet Private Limited and Flipkart Internet Private Limited shall be required to pay such amounts.

II. The invoice shall be raised by the Supplier within 30 days from the date of completion of the service rendered prior to the appointment date 1st July 2017 of Goods and Services Tax Act 2017, in case of any breach in aforesaid timelines and there is a loss of any tax credits to the Flipkart Internet Private Limited, such losses shall be duly indemnified by the Supplier.

III. The invoice shall be duly raised by the Supplier within the time as prescribed under Goods and Service Tax Act 2017.

IV. The tax amount portion of the invoice shall be paid by Flipkart Internet Private Limited only after the Supplier has provided sufficient proof that the amount for the Goods and Services Tax charged in the invoice is declared in Form GSTR-1 and Form GSTR-3 and the taxes have been paid. In case the Supplier fails to pay such taxes or has not provided Flipkart Internet Private Limited proof of their tax clearance, Flipkart Internet Private Limited shall withhold the payments for the subsequent month.

### 8. GST Details

| State          | GSTIN           | PPOB Address   |
|----------------|-----------------|--|
| Andhra Pradesh | 37AACCF0683K2ZF | D.No.3-28/2 Kumar Swami Industries Road Enikiepadu Vijaywada |

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Andhra Pradesh-521108

|                        |                 |  |
|------------------------|-----------------|--|
| Arunachal Pradesh      | 12AACCF0683K1ZS | E Sector Itanagar Police station, Papum Pare, Arunachal Pradesh-791111   |
| Assam                  | 18AACCF0683K1ZG | Dag No.560 old-70 New Patta No.91Old-147 New, Revenue Village Boragaon, Mouza -Beltola, Guwahati Kamrup (M)Assam-781035    |
| Bihar                  | 10AACCF0683K1ZW | 2 Khasra Nos.107 &130 Khasra Nos.462-463 Patna Bihar 800001  |
| Chandigarh             | 04AACCF0683K1ZP | SCO-24 Industrial Area II Chandigarh-160002  |
| Chhattisgarh           | 22AACCF0683K1ZR | SP Cold Storage Near Bilaspur Railway Crossing,Khamtarai Raipur Chhattisgarh- 492001                                       |
| Dadra and Nagar Haveli | 26AACCF0683K1ZJ | Shop No. 21 and 22 Jas Exotica Ultan Faliya Road Silvassa Dadra and Nagar Haveli – 396230                                  |
| Daman and Diu          | 25AACCF0683K1ZL | House No 240-D 29 Survey No 761/1,2,3 & 7 Vapi Daman Main Road Village Dabhel, Daman and Diu- 396210                       |
| Delhi                  | 07AACCF0683K1ZJ | Plot No 435 Beside Hotel Venus, Laldora Extentio Near TNT Hub Mahipalpur New Delhi-110037                                  |
| Goa                    | 30AACCF0683K2ZT | Plot No. L-129 Phase-III, Verna Industrial Estate Verna Salcettle Goa -403722  |
| Gujarat                | 24AACCF0683K1ZN | 808, Cedila Esate ,NH-8, Village Aslali, Opposite Tulsi Hotel, Ahemdabad, Gujarat – 382427                                 |
| Himachal Pradesh       | 02AACCF0683K1ZT | Khasara No.370,376,377,386,387,388,389,401,414 Tara Mata House, Kusumpti Shimla Himachal Pradesh- 171009                   |
| Jammu & Kashmir        | 01AACCF0683K1ZV | 228 Channi Rama Bypass Near Army Gate Jammu Jammu Jammu and Kashmir-180015   |
| Jharkhand              | 20AACCF0683K1ZV | Pradeep Flour Mills Compound Power House Road Upper Chutia Jharkhand Ranchi -834001  |
| Kerala                 | 32AACCF0683K1ZQ | Sy No.754/2 and 754/3 Trikkakara North Village Kanayanur Taluk Ernakulam Kerala-682313                                     |
| Madhya Pradesh         | 23AACCF0683K1ZP | 37-38 Lasudia Mari Dewas Naka, A.B Road Indore Madhya Pradesh- 452010  |
| Maharashtra            | 27AACCF0683K1ZH | Acorn Warhouses & logistic Park Anjur Village Mumbai Nashik highway Block No.C2 Opp Dive Petrol, Thane, Maharashtra-421302 |
| Meghalaya              | 17AACCF0683K1ZI | 4 Parkside building Shillong Near BSNL Office and Opp to Lady Hydric park Meghalaya Shillong 793001                        |
| Mizoram                | 15AACCF0683K1ZM | H-NOA-11-105 chaitlang, Lily veng, aizawal Near Bawngkawn polish Station Mizoram AIZAWL 769014                             |
| Odisha                 | 21AACCF0683K1ZT | Plot No.311/2624 Malati Mansion Chandrashekharpur Bhubaneshwar Odisha 751016   |
| Puducherry             | 34AACCF0683K1ZM | 22 Ground Floor ECR Main Road Karuvadikuppam,Lawspet Post Puducherry-605008  |
| Punjab                 | 03AACCF0683K1ZR | No 1211 Jaimal Road Janta Nagar Ludhiana Punjab-141003   |
| Rajasthan              | 08AACCF0683K1ZH | Plot No-128 Jhotwara Industrial Area Near Jhotwara Police Station Jaipur Rajasthan-302006                                  |

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|               |                 |  |
|---------------|-----------------|--|
| Sikkim        | 11AACCF0683K1ZU | Teen Thaley – Lower Tadong Nh-10,P.O. Samdur Gangtok<br>Ranipool Dist. East Sikkim- 737102   |
| Tamil Nadu    | 33AACCF0683K1ZO | 4 Kamak Tower SP-12, Thiru Vi Ka Industrial Estate Guindy<br>Chennai Tamil Nadu-600032   |
| Telangana     | 36AACCF0683K1ZI | Plot No.117 SY No. 91,92,93 Jealimetta Suchitra Road Bahiis<br>Archade Secunderabad Telangana- 500003                                  |
| Tripura       | 16AACCF0683K1ZK | Ananta Bhawan J.L Ashram Road Tripura- 799004  |
| Uttar Pradesh | 09AACCF0683K1ZF | Cyber Heights TC-G 2/2 and TC-G 5/5 3rd Floor Vibhuti Khand<br>Opp Indira Gandhi Pratisthan Gomti Nagar Lucknow<br>UttarPradesh-226010 |
| Uttarakhand   | 05AACCF0683K1ZN | Shop No.251 Niranjapur GMS Road, Dehradun Uttarakhand-<br>248171   |
| West Bengal   | 19AACCF0683K1ZE | Mouza Simla old Delhi Road Mouza Simla Hoogly West Bengal-<br>712249   |
| Haryana       | 06AACCF0683K1ZL | Plot No.247 5th Floor Phase-IV Udog Vihar, Gurgaon Haryana<br>122015   |
| Karnataka     | 29AACCF0683K1ZD | VAISHNAVI SUMMIT 6/B Ground Floor 7th Main 80 Feet Road<br>3rd Block Koramangala Industrial Layout Bangalore Karnataka-<br>560034      |

### Income Tax

- A. Taxes shall be withheld under Income Tax Act, 1961, as applicable
- B. On purchase of goods, taxes under Section 194Q shall be withheld w.e.f 1 July 2021, without considering threshold
- C. Since Flipkart Internet Pvt Ltd shall withhold tax under section 194Q, supplier of goods shall not be required to collect Taxes (TCS) under section 206C(1H) and same shall not be payable to the supplier

### 9. Infringement.

- A. The Seller / Service Provider expressly warrants that all Goods / Services covered by each Order will not and do not infringe on any patent, trademark, copyright or other intellectual property of any third party.
- B. The Seller / Service Provider:
- agrees to defend, hold harmless and indemnify the Purchaser and its Customers against all claims, demands, losses, suits, damages, liability and expenses (including actual fees for attorneys, experts and consultants, settlement costs and judgments) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark, copyright or other proprietary right by reason of the manufacture, use or sale of the Goods ordered, including infringement arising out of compliance with specifications furnished by the Purchaser or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from the Seller / Service Provider's actions; and
  - waives any claim against the Purchaser and its Customers, including any hold-harmless or similar claim, whether known or unknown, contingent or latent, in any way related to a claim asserted against the Seller / Service Provider or the Purchaser for infringement of any patent, trademark, copyright or other proprietary right, including claims arising out of compliance with specifications furnished by the Purchaser.

### 10. Warranty.

- A. The Seller / Service Provider expressly warrants that all Goods / Services covered by each Order will conform to all industry standards, laws and regulations in force in countries where Goods / Services are to be sold and that all Goods / Services will be merchantable, of good material and workmanship and free from defects. In addition, the Seller / Service Provider acknowledges that the Seller / Service Provider knows the Purchaser's intended use and expressly warrants that all Goods / Services covered by each Order will be fit and sufficient for the particular purpose intended by the Purchaser.
- B. Services under the Order, the Seller / Service Provider shall convey good title to the Purchaser, free and clear of all

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liens, claims or other encumbrances.

C. Seller / Service Provider warrants that all goods / services delivered under this order shall be free from defects in workmanship and material and fit for the purposes for which such goods / services are intended. The foregoing warranties shall remain in effect for a period of one (1) year after Purchaser's Acceptance of Goods / Services or Seller / Service Provider's warranty, whichever is higher. Notwithstanding the foregoing, in the case of any latent defect or any defect caused or concealed by fraud or negligence, Seller / Service Provider shall repair or replace said defective Goods / Services with conforming Goods / Services. Failing which Purchaser reserves the right to reject the Goods / Services in full. The decision of Purchaser shall be final in this regard. After the receipt and Acceptance of conforming Goods / Services, the warranty period shall be extended until the one (1) year anniversary of such Acceptance date. As a remedy for breach of any of the foregoing warranties, Purchaser may elect, at Purchaser's option, (a) the prompt repair, or replacement of non-conforming Goods or re-performance of Services, which shall be accomplished by Seller / Service Provider at no charge to Purchaser; (b) modification or adaptation of the non-conforming Goods / Services at Seller / Service Provider's expense; or (c) return of the non-conforming Goods or rejection of Services performed and a full refund to Purchaser of the aggregate purchase price paid by Purchaser.

D. In addition to the warranties set forth above, Seller / Service Provider warrants that all Goods / Services delivered shall be free of any claim that such Goods / Services infringes any patent, copyright, trade secret, or other intellectual property right of any third party

E. The rights and remedies of Buyer provided in this Paragraph are in addition to, and do not limit, any rights afforded to Purchaser under any other Paragraph of these Terms and Conditions or by law.

## 11. Changes.

A. The Purchaser reserves the right at any time to direct changes, or cause the Seller / Service Provider to make changes, to the Goods / Services under any Order or Order amendment, including, but not limited to, changes in the design (including drawings and specifications), processing, methods of packing and shipping and the date or place of delivery of the Goods / Services covered by the Order or to otherwise change the scope of the work covered by the Order including work with respect to such matters as inspection, testing or quality control, and the Seller / Service Provider agrees to promptly make such changes.

B. Any such changes shall be deemed not to affect the time for performance or cost under the Order

C. Without the prior approval of the Purchaser on the face of an Order amendment or in a Signed Writing by the Purchaser's Authorized Person's, the Seller / Service Provider shall not make any changes to any Order or the Goods / Services covered by the Order

D. Seller / Service Provider acknowledges & agree that Purchaser may retract such instruction at any time prior to the physical delivery and acceptance of the Goods/ Services by Purchaser or vary it, without any liability to Purchaser for any loss suffered by the Seller/Service Provider. (b) FIPL shall be entitled to rescind the contract wholly or in part if delivery of the goods is not made in accordance with the terms of the contract without taking any formal steps such as the sending of a formal demand notice or other. Time limit for dispatch shall run from the date of acceptance of the order.

E. Further Purchaser shall also be at liberty to cancel, curtail, or postpone the purchase of Goods / Services due to existence of any Force Majeure conditions.

## 12. Indemnity:

A. Seller / Service Provider shall indemnify, defend and hold Purchaser, its affiliates, and its customers harmless against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising from or related to (i) any breach or alleged breach of the warranties made by Seller / Service Provider herein, and/or (ii) the negligence, recklessness or misconduct of Seller / Service Provider or any of its employees or agents in performing the Services (at Purchaser's facilities or elsewhere). Purchaser will notify Seller / Service Provider of any such claim and permit Seller / Service Provider, at Seller / Service Provider's sole expense, to defend or settle such claim. Purchaser shall have the right to participate at its own expense in the defense of such claim or action, including any related settlement negotiations. No such claim or action may be settled or compromised without Purchaser's express written consent, which may be conditioned upon the execution of a release of all claims against Purchaser by the party(ies) bringing such claim or action. Purchaser shall have the right to withhold from payments due to Seller / Service Provider the amount of Purchaser's costs of defending any such claim or action, plus reasonable additional amounts, as security for Seller / Service Provider's obligations under this paragraph.

B. The Seller/ Service Provider will indemnify Purchaser against: a) Any loss, damage, cost, expense of liability sustained by Purchaser as a result of the failure of the Seller/Service Provider to perform the Services or supply the Goods / Services in accordance with the Order, breach of statutory duty, breach of contract or other act or omission of the

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Seller/Service Provider and c) any loss, expense or damage that Purchaser may suffer if a product recall is initiated by Purchaser or under the Order of a Court/ competent authority , due to the use or sale to customers of Goods / Services supplied by the Seller / Service Provider.

**13. Confidentiality & Publicity.** Except as necessary for its performance under the Order, Seller / Service Provider shall not disclose to any person (including but not limited to any company affiliated with Seller / Service Provider and any subcontractor of Seller / Service Provider), reproduce, or use any information furnished by Purchaser to Seller / Service Provider under the Order (whether or not marked as confidential or proprietary), and, at Purchaser's request, Seller / Service Provider shall return all such information to Purchaser. All drawings or technical particulars supplied to Seller / Service Provider by Buyer are to be kept confidential and no part of it should be shared with anyone other than authorized persons. The liability of the damage caused due to negligence of any of present or ex- employees would be on Seller / Service Provider's account. Further, Seller / Service Provider shall not issue any news release, advertisement, publicity, or promotional material regarding the Order or Seller / Service Provider's relationship with Purchaser without Purchaser's prior written consent. The provisions of this Paragraph shall survive the termination or cancellation of any or all Orders.

**14. Assignment.** Seller / Service Provider shall not assign any of its rights or delegate any of its obligations under the Order without the prior written consent of Purchaser, and any assignment in violation of this provision shall be null and void. Notwithstanding the foregoing, Seller / Service Provider may assign claims for monies due or to become due under the Order without Purchaser's consent provided that Seller / Service Provider promptly furnishes Purchaser with a signed copy of all documentation evidencing such assignment and further provided that payment to any assignee shall be subject to setoff or recoupment of any present or future claim(s) that Purchaser may have against Seller / Service Provider. Regardless of any such assignment, Purchaser shall continue to deal directly with Seller / Service Provider with respect to all matters other than payment of monies due under the Order. Purchaser may assign all or a portion of its rights, duties, and obligations under the Order to any entity (i) with which Purchaser is affiliated (ii) into which Purchaser may be merged or reorganized, (iii) which is a Purchaser "spin-off," or (iv) to which all or a portion of Purchaser's capital stock or assets or those of a relevant business unit may be sold or assigned. There shall be no charge to Purchaser or the assignee for any assignment hereunder.

**15. Insurance.** Whenever Seller / Service Provider has in its possession property of Purchaser, Seller / Service Provider shall be deemed an insurer thereof and shall be responsible for its safe return to Purchaser. Seller / Service Provider shall also maintain at all times during performance of its work related to this Order adequate Workers' Compensation insurance to cover all of its general and special employees engaged in such work, including Employer's Liability coverage; insurance to insure against claims for injury to or death of persons or destruction or damage to property (including Purchaser's employees and property) which may arise from Seller / Service Provider's actions or omissions in the performance of its obligations under these terms and conditions. Such Commercial General Liability insurance shall specifically include contractual liability coverage; and Business Automobile Liability coverage including coverage for bodily injury and property damage for all owned, hired or non-owned vehicles. Seller / Service Provider shall have all insurance policies endorsed to waive the insurer's rights of subrogation in favor of Purchaser.

**16. Liability.** Notwithstanding anything contained in the order. or otherwise, Purchaser will not be liable to Seller / Service Provider with respect to the subject matter of the Order under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess in the amount paid by Purchaser to Seller / Service Provider in six months preceding the events or circumstances giving rise to such liability. In no event will Buyer be liable to Seller / Service Provider for any incidental, indirect, special, consequential damages or loss of profits arising out of or in connection with the Order, whether or not Purchaser was advised of the possibility of such damage. The limitations will apply notwithstanding any failure of essential purpose of any limited remedy provided herein. Nothing in the Order limits the other party's liability for bodily injury of a person, death, or physical damage to property or any liability which cannot be executed under applicable law.

**17. Applicable Law.** The Order shall be governed by the laws of India. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction at Bangalore and Courts of Bangalore shall have exclusive jurisdiction over the matters arising out of or in connection with this Order and the prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith.

### 18. Compliance with Laws.

#### A. Compliance with Law and Policy

Seller/ Service Provider is aware that the Company belongs to a multinational retail group based in the United States of America and is familiar with the Company's Global Anti-Corruption Policy (the "Policy"), available at <https://flipkartethics.com>.



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com, <https://phonepeethics.com>, and <https://walmartethics.com>. Seller/Service Provider agrees that its performance under this Agreement will be in full compliance with the Policy and all applicable anti-corruption laws and regulations, including but not limited to the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Accordingly, Seller/Service Provider agrees that in connection with its activities under this Agreement, neither Seller/Service Provider nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

### **B. Annual Certification**

Seller/Service Provider agrees to certify annually its compliance with the Policy and the applicable anti-corruption laws and regulations by executing a form supplied by the Company for this purpose.

### **C. Audit Rights**

Seller /Service Provider shall keep books, records, and accounts with sufficient detail and precision as to clearly reflect its transactions and the use or disposition of its resources or assets. Seller /Service Provider agrees that the Company has the right to audit the transactions related to Seller /Service Provider's execution of its obligations under this Agreement at any time and upon reasonable notice.

### **D. Training**

Seller /Service Provider agrees that its employees, workers, contractors, agents, shareholders, affiliates, advisors, or other persons acting on its behalf who will interact with government officials on the Company's behalf will participate in anti-corruption training, if requested by the Company.

### **E. Subcontractors**

The Company must provide Seller /Service Provider with prior written authorization before Seller /Service Provider hires any subcontractor to provide services in connection with this Agreement that would require interaction with any government entity or government official on the Company's behalf. In the event that the Company approves Seller /Service Provider's use of the proposed subcontractor, the subcontractor must agree, in writing, that in connection with its activities related to this Agreement, neither the subcontractor nor any agent, affiliate, employee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, facilitation payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to obtain or retain business, gain any unfair advantage, or influence any act or decision of a government official.

### **F. Right to Terminate**

In the event that the Company determines, in its sole discretion, that Seller /Service Provider has engaged in conduct that violates the Policy or the applicable anti-corruption laws and regulations, the Company immediately shall have the right to suspend payment and to suspend or terminate the Agreement. The Company shall also have the right to suspend payment and to suspend or terminate the Agreement if Seller /Service Provider does not comply with the ongoing anti-corruption compliance obligations set forth in this Agreement or if Seller /Service Provider does not successfully complete periodic due diligence re-screening.

### **G. Government Affiliations**

Seller /Service Provider represents and warrants that neither Seller /Service Provider nor any of its directors, officers, partners, shareholders, employees, agents, or representatives is a government official. Seller /Service Provider represents that it has informed the Company of any close family relationships between any of its directors, officers, partners, shareholders, employees, agents, or representatives and any government officials. Seller /Service Provider agrees to notify the Company if (a) any such close family relationships arise during the term of this Agreement or (b) any director, officer, partner, shareholder, employee, agent, or representative becomes a government official during the term of this Agreement. Close family relationship means parents, siblings, spouses, spousal equivalents, and children.

### **H. Material Change of Ownership or Management**

If for any reason, Seller /Service Provider proposes to materially change ownership or management or its current shareholders or partners transfer control of Service Provider to a third party or a third party assumes control of Seller /Service Provider, Seller /Service Provider must notify the Company in writing of the change at least thirty (30) days after such change. In such case, Seller /Service Provider may be resubmitted through the due diligence and approval procedure for third-party intermediaries in accordance with the Company's Anti-Corruption Policy, of which Seller /Service Provider declares it is aware.

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## I. Form of Payment

The Parties agree that all payments made by the Company to Seller /Service Provider pursuant to this Agreement shall be made only after receipt by the Company of an invoice detailing the products or services for which Seller /Service Provider is seeking payment. All payments under this Agreement shall: (i) be made solely by check or wire transfer for the benefit of, and to the account of, Seller /Service Provider and not to any individual employee or representative of Seller /Service Provider; (ii) be denominated in the currency mentioned herein; and (iii) not be in cash or bearer instruments.

## J. Obligation to Provide Information

Seller /Service Provider agrees to provide timely information to the Company regarding any changes to the representations made in this Agreement. Seller /Service Provider also agrees that it will submit to periodic due diligence re-screening.

## K. Cooperation with Investigations

Seller /Service Provider agrees to provide assistance and cooperation in any investigations related to potential violations of the Policy or the applicable anti-corruption laws and regulations, including the U.S. Foreign Corrupt Practices Act.

**L. Trade Sanctions Compliance:** Supplier will fully comply with all applicable laws and regulations including but not limited to anti-money laundering (including know your customer and customer due-diligence) and sanctions (economic and trade) enforced by the United Nations, the Republic of India, U.S. Department of Treasury's Office of Foreign Assets Control (OFAC). Supplier will not engage in a transaction pursuant to this agreement that will cause the other party to violate such laws and regulations.

Supplier in connection to this purchase order, shall not deal with any parties from the following regions/ territories and shall not supply any products or products' components/ingredients/raw materials that are grown, produced, manufactured, extracted, processed, sourced from, or transported through or from the following regions/territories: **Cuba, Iran, North Korea, Syria, the Ukraine regions of Crimea, Donetsk, and Luhansk, Russia, Belarus, Burma (Myanmar), Turkmenistan, Uzbekistan, and the Xinjiang Uyghur Autonomous Region.**

**19. Rights, Remedies and Waiver.** Purchaser's rights and remedies specified herein shall be cumulative, and in addition to any other rights and remedies available in law or equity. A waiver by Purchaser of any breach of any term hereof shall not constitute a waiver of any other breach.

**20. Miscellaneous Provisions.** No addition or modification of the Order shall be effective unless made in writing and signed by the respective representatives of Seller / Service Provider and Purchaser. Any delay or failure to enforce at any time any provision of the Order shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of the Order is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. The rights and remedies expressly provided to Purchaser herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.

## 21. Centralized Vendor Help Desk (VHD)

At Flipkart, we have a centralized help desk - Vendor Helpdesk (VHD) to handle vendor payments.

1. Invoices Digitally Signed to be submitted to vendor.helpdesk@flipkart.com along with supporting and Invoice submission form in ZIP file invoice number wise.

Example : If we are submitting more than one Invoice to vendor.helpdesk@flipkart.com, say If 5 Invoices in number, then segregate the 5 Invoices along with supporting and Invoice submission form, archive the Invoices separately with supporting to the ZIP file and share 5 ZIP files to vendor.helpdesk@flipkart.com invoice number wise.

2. Post sending the Invoices to vendor.helpdesk@flipkart.com, vendor partner will receive the Ticket id from VHD.

3. Invoice will be Inwarded by Flipkart VHD and an auto email notification will be sent to Vendor registered email id and flipkart business POC's when the Invoice is in Process within 5 Days from the Invoice received date.

Alternatively vendors can check the status of Invoices in Vendor Portal, please reach out to vendor.helpdesk@flipkart.com for Login credentials.

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## **Revised Invoice submission:**

Please specify the reason for submitting the revised invoice and previous invoice number to vendor.  
helpdesk@flipkart.com.

## **Rejections Handling:**

If the Invoices are Rejected for supporting/MIS/Agreement issues, please share required supporting along with the basic invoice details for further processing to Vendor.helpdesk@flipkart.com . Please DO NOT share Invoice copy again, while sharing the supporting to **Vendor** helpdesk.

Please do not mark escalation matrix contacts while submitting the supporting.

We request vendor partner to share the Legitimate Invoice copy along with required supporting to vendor helpdesk in the first go, to avoid the Invoice rejections and delay in payments.

## **Payment Query:**

Please do not share the Invoice copy attachment for payment queries, mention Invoice numbers and write a query to vendor.helpdesk@flipkart.com, this will avoid duplication of Invoices Indexing.

We request partner to check the status of Invoices in vendor portal and the payment reference/advice will be sent to partner registered email id which was shared while on boarding.

Alternatively vendors can check the status of Invoices in Vendor Portal, please reach out to vendor.  
helpdesk@flipkart.com for Login credentials.

Please do not mark escalation matrix contacts for the payment queries.

## **Invoice Instructions/ Details to be Captured on Invoice**

**I. Supplier Information:** Name, Address and GSTIN of the supplier

**Invoice Number with a valid Invoice Date:** Invoice no. can be consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters' hyphen or dash and slash

symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;

**III. GSTIN Information:** Name, Address and GSTIN or UIN, if registered, of the Recipient;

**IV. Buyer Information:** Name and Address of the recipient and the address of delivery, along with the name of State and its code, if such recipient is un-registered and where the value of taxable supply is fifty thousand rupees or more;

**V. HSN / SAC Information:** HSN code of goods or Accounting Code of services (SAC);

**VI. Goods / Services related information:**

- o Description of goods or services and description of goods and services should match with the PO Description.

- o Quantity in case of goods and unit or Unique Quantity Code thereof;

- o Total value of supply of goods or services or both;

- o Taxable value of supply of goods or services or both considering discount or abatement, if any;

- o Rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);

- o Amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess)

- o Whether the tax is payable on reverse charge basis

**VII. Place of Supply:** Place of supply along with the name of State, in case of a supply in the course of inter-State trade or commerce;

**VIII. Address of delivery:** where the same is different from the place of supply;

**IX. Seal and Signature:** For tax invoices seal and signature is mandatory and for digital invoice digital signature of the supplier or his authorized representative is mandatory. In case physically signed, then invoice needs to be submitted in original.

## **Data Privacy and Protection :**

If and to the extent that vendor/partner (hereinafter referred to as "You") collect, use, store, access, host, record, transfer, or otherwise process (collectively "process" or "processing") any personal data of an individual who is identifiable

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by such data or any data in relation to name, age, gender, email address, postal address, telephone number, government identification number, financial information, health information, biometric information, behavioural information or geolocation information, which in any form can be linked to a specific individual ("Personal Data") as received by you from or on behalf of Flipkart (or any Flipkart group company) or otherwise obtained in connection with the performance of its obligations under this Purchase Order ("PO"), You agree and covenant that: (i) You shall comply with applicable data protection laws of India, including but not limited to the Digital Personal Data Protection Act, of 2023 and any rules therein; (ii) keep and maintain all Flipkart's Personal Data in strict confidence and shall process it solely for the purpose of performing your obligations under this PO; (iii) You shall contractually bind each of your third-party providers / subcontractors to agree to data protection and security obligations no less stringent than those herein; and (iv) You shall report cyber incidents, including reporting to CERT-In and/or applicable authority within stipulated timelines, and also report the incident to Flipkart without undue delay at [cyberdefence@flipkart.com](mailto:cyberdefence@flipkart.com) and copy to [vendor.incident@flipkart.com](mailto:vendor.incident@flipkart.com).

***This Purchase order is system generated and does not require a seal and signature.***