

Annexure -1

General Terms and Conditions to Purchase Order

General Warranty: Warranty period for goods or services herein begins upon receipt of the goods or services. Vendor warrants and represents that goods and services supplied under this Purchase Order will conform to specifications set forth herein, will be provided in a workman-like manner, and are free and clear of all liens, claims, or encumbrances of any kind. Vendor further warrants that all goods will be new unless otherwise stated herein and will be fit for the purpose for which such goods are ordinarily employed. Vendor represents that Vendor is authorized to pass on the manufacturer's written warranties to SAS. Nothing in this warranty shall be construed to limit any rights or remedies SAS may otherwise have under this Purchase Order or as provided by law. Vendor will comply with all import laws and regulations, including the payment of all associated duties, taxes and fees. All Vendor personnel shall have the appropriate permit to perform the services within the jurisdiction. Vendor warrants that Vendor understands and will comply with all applicable anti-corruption laws, and such laws may include but may not be limited to laws enacted pursuant to the international Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United States Foreign Corrupt Practices Act, and in-country national and local anti-corruption and gift laws. Vendor will notify its officers, directors, and agents of their obligations under this Section.

Confidentiality & Inspection: Vendor shall use confidential information received pursuant to the transaction agreed in this Purchase Order only as necessary for the purpose stated herein. Vendor shall not disclose or communicate confidential information except to SAS' and Vendor's employees who have a need to know the confidential information and any third party authorized by SAS to receive such confidential information. All goods / services are subject to inspection and approval within a reasonable time after delivery to SAS' destination. SAS may reject nonconforming goods / services, and may, at SAS' option, return rejected goods at Vendor's expense, hold goods pending Vendor's reasonable instruction, or in the case of services, SAS may contract an alternate supplier to perform such services. In any case no payment will be due to Vendor.

Payment for Goods or Services: The Vendor shall be responsible for all applicable taxes, charges and costs, unless otherwise agreed in writing by SAS. SAS will pay invoice net 30 days from the date of receipt of Vendor's valid invoice or after receipt of the products or services, whichever is later. If any payment is made to Vendor prior to arrival or complete inspection of the goods or services, SAS is not signifying acceptance of the goods or services and will hold the account of Vendor subject to adjustment for any shortage, defect, delay or other fault. Such payment does not waive SAS' right to reject the goods or services or take other appropriate actions. If withholding tax is applicable, SAS may withhold such amount from the payments due to Vendor and remit to the appropriate authorities.

Cancellation or Changes: SAS reserves the right to cancel at any time, for its convenience, all or any part of the order which has not actually been shipped by Vendor. If the cancelled order is for labor or a service, SAS shall pay Vendor for all work satisfactorily performed at the request of SAS up to the time of termination, which shall not exceed the price stated on the Purchase Order. SAS may make changes to or suspend this Purchase Order by giving notice to Vendor. If such changes or suspension affect the cost of or the time required for performance of this Purchase Order, Vendor and SAS will agree on adjustment in the price or date of delivery or both. Vendor may not change the goods or services without written approval of SAS.

Publicity & Policies: Vendor may not publish any information about SAS' use of such goods or services without the prior written approval of SAS. Vendor agrees to abide by SAS' policies and procedures regarding security of SAS' facilities, computing resources and as necessary, customers of SAS (hereinafter "Customer(s)"). Vendor further agrees to abide by the SAS Institute Inc. Code of Business Ethics (http://www.sas.com/corporate/corpgovernance/sascodeofethics_2006.pdf) and understands that any individual providing Services under this Purchase Order may be required to submit to background verification, drug, and alcohol testing as requested.

Facsimile/ Email Copies: Reproduction of SAS' Purchase Orders made by SAS via photocopier, facsimile or sent via email by SAS to Vendor is considered to be an original.

Liability Insurance: Vendors who will be providing onsite labor in fulfillment of this purchase order must provide and maintain in full force and effect at no additional cost to SAS the following amounts of insurance: *Workers' Compensation* and *Employers' Liability* as specified by local law, in each jurisdiction where work is to be performed. *Comprehensive General Liability/Umbrella Liability* - coverage on a primary, non-contributing, occurrence basis with coverage for (i) premises/operations (including medical payments), (ii) products/completed operations, and (iii) personal injury. Minimum limits for bodily injury and property damage shall be Rupees 2,000,000 each occurrence and Rupees 2,000,000 aggregate. Before any work is performed at SAS' site under this purchase order, a Certificate of Insurance must be provided to SAS.

Intellectual Property Rights; Title: Any intellectual property rights created under this Purchase Order, including, but not limited to, title to any Goods delivered hereunder, shall vest solely in SAS. For Vendor's pre-existing intellectual property rights, Vendor grants SAS all rights and licenses necessary for SAS, its parent and its related companies, to use, transfer and benefit from the products and services purchased under this Purchase

Order. Vendor shall defend, hold harmless, and indemnify SAS from any claim that any Vendor products or services infringes any intellectual property rights of third parties.

Limitation of Liability: Neither SAS nor the Vendor shall be liable for any indirect, punitive or consequential economic loss or damage (including loss of profits) suffered by the other party arising from or in connection with this Purchase Order.

SAS' aggregate liability to the Vendor, in contract or tort or under statute or otherwise, for any direct loss or damage suffered by the Vendor arising from or in connection with this Purchase Order, howsoever the direct loss or damage is caused, shall be limited to the value of this Purchase Order.

Indemnification: Vendor shall indemnify and hold SAS harmless from any expense or liability for claims by third parties arising directly or indirectly, in whole or in part, from any defect in any goods or services sold to SAS hereunder or from breach of any warranty hereunder. At SAS' option, Vendor will re-perform services if found to be unsatisfactory to SAS.

Assignment: Vendor may not assign or transfer any of the rights, duties and obligations listed herein without the written consent of SAS.

Governing Law: This Purchase Order and any matter relating thereto shall be deemed made and entered into in India and shall be governed by the laws of India. Any action or proceeding or dispute concerning this Purchase Order shall be brought exclusively in the courts of Mumbai.

Waiver: The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be a waiver of any succeeding breach of such provision or be a waiver of the provision itself.

Severability: If any provisions of this Purchase Order shall for any reason be held to be invalid or unenforceable, this Purchase Order shall nevertheless remain in full force and effect, and such provisions shall be deemed stricken

Use of Forms: Vendor's commencement of services or shipment of goods shall be deemed an effective mode of acceptance of SAS' offer to purchase contained herein. Any acceptance of this Purchase Order is limited to acceptance of the express terms of the offer contained on the face and back hereof. Vendor may issue certain forms associated with the ordering or delivery of goods or services ordered herein. Such forms will be effective to specify the goods or services ordered or delivered only. All provisions otherwise contained in said forms are objected to, rejected, and shall have no force effect, the terms and conditions contained in this Purchase Order taking precedence. Any attempt by Vendor to vary in any degree the terms of this offer in Vendor's acceptance are hereby deemed to be material alterations and notice of objections and rejection of these terms is hereby given.

General: Unless a separate agreement is entered into, this writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Purchase Order. This Purchase Order may not be amended except by written agreement by the parties. If there is a conflict between the terms and conditions of the contract specified on the face hereof and the terms specified in this Purchase Order, the terms of the contract shall take precedence.