

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

1. **AGREEMENT**
 - 1.1 The purchase order, together with these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between the Spectris Technologies Pvt. Ltd, Mumbai ("Spectris") and the supplier (the "Supplier") identified in the Purchase Order and no other document, including the Supplier's proposal, quotation or acknowledgement form, will be part of this PO, unless specifically agreed to in writing by Buyer. Supplier's electronic acceptance, acknowledgement of this Purchase Order, or commencement of performance constitutes Supplier's acceptance of these terms and conditions.
 2. **TERMS OF AGREEMENT**
 - 2.1 "Deliverables" means the deliverables specified in the Purchase Order (and any Statement of Work) to be delivered on or before the Delivery Date.
 - 2.2 "Delivery Date" means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the Work.
 - 2.3 "Products" means tangible goods specified in the Purchase Order to be delivered on or before the Delivery Date.
 - 2.4 "Services" means the services that Supplier is to perform for Spectris specified in the Purchase Order.
 - 2.5 "Statement of Work" or "SOW" means the document specifying, without limitation, the scope, objective, and time frame of the Work that Supplier will perform for Spectris.
 - 2.6 "Subcontractor" means a third party performing Work under an agreement (a "Subcontract") with Supplier.
 - 2.7 "Supplier Personnel" means Supplier's employees, consultants, agents, independent contractors and Subcontractors.
 - 2.8 "Work" means the Deliverables, Products and Services specified in the Purchase Order, including any SOW.
 3. **DELIVERY**
 - 3.1 Time is of the essence in Supplier's performance of its obligations under Section 3 of the Purchase Order. Supplier will immediately notify Spectris if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. Spectris's acceptance of Supplier's notice will not constitute Spectris's waiver of any of Supplier's obligations.
 - 3.2 If Supplier delivers Work after the Delivery Date, Spectris may reject such Work.
 - 3.3 Spectris will hold any Work rejected under this Purchase Order at Supplier's risk and expense, including storage charges, while awaiting Supplier's returns shipping instructions. Supplier will bear all return shipping charges, including without limitation, insurance charges Spectris incurs on Supplier's behalf. Spectris may, in its sole discretion, destroy or sell at a public or private sale any rejected Work for which Spectris does not receive return shipping instructions within a reasonable time, and apply the proceeds, if any, first toward any storage charges.
 - 3.4 Supplier will preserve, pack, package and handle the Deliverables and Products so as to Protect the Deliverables and Products from loss or damage and in accordance with best commercial practices in the absence of any specifications Spectris may provide. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labeling, reporting, carriage and disposal.
 - 3.5 Supplier will include with each delivery of Products a packing list identifying the Purchase Order number, the Spectris part number for each of the Products (if applicable), a description and the quantity of each of the Products, and the date of shipment.
 - 3.6 Unless Spectris expressly instructs otherwise, Supplier will deliver all Work to Spectris's plant at the address set forth in the Purchase Order. Seller assumes responsibility for all shipping and delivery charges including, without limitation, customs, duties, costs, taxes and insurance unless otherwise specified. Risk of loss for the Deliverables and Products does not pass to Spectris until acceptance in accordance with Section 6.
 4. **PRICE AND PAYMENT**
 - 4.1 Unless otherwise specified in the Purchase Order, the price for the Work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and government-imposed surcharges. Supplier will, at Spectris's request, break-out from the price all such taxes and other charges, in its invoices. Supplier shall use its best efforts to assist Spectris in all legal efforts to minimize the taxes resulting from the performance of this Purchase Order.
 - 4.2 Spectris will pay Supplier the price in accordance with the payment terms set forth in the Purchase Order following the later of: (i) the Delivery Date; (ii) the date of Spectris's acceptance of all of the Work; or (iii) Spectris's receipt of a properly prepared invoice. A properly prepared invoice must include the Purchase Order number and, if required in the Purchase Order, Supplier's certification of conformance of the Work to the requirements. Payment will be in the currency of the country in which the Spectris entity or affiliate identified in the Purchase Order is located, and if the price set forth in the Purchase Order is not in the local currency, then Spectris will determine the local currency equivalent of the price as of date of payment. Spectris may, at any time, set-off any amounts Supplier owes Spectris against any amounts Spectris owes to Supplier or any of its affiliated companies.
 5. **OWNERSHIP AND LICENSE**
 - 5.1 Unless otherwise specified in a SOW and except as provided in Section 5.2, Spectris is the sole and exclusive owner of all Deliverables and Supplier hereby irrevocably assigns and transfers to Spectris all of its worldwide right and title to, and interest in, the Deliverables, including all associated Intangible Rights.
 - 5.2 Unless otherwise specified in a SOW, each Party owns all right, title, and interest in and to any of its Pre-existing Materials. Supplier hereby grants Spectris a perpetual, irrevocable, worldwide, transferable, royalty-free, nonexclusive license, with the right to sublicense and authorize the granting of sublicenses, to use and reproduce Supplier's Pre-existing Materials in the Deliverables to the extent necessary for Spectris's exercise and exploitation of its rights in the Deliverables.
 - 5.3 Unless otherwise specified in an SOW, Supplier will obtain and assign to Spectris a nonexclusive, royalty-free, worldwide, perpetual, irrevocable, transferable, sub-licensable license to use all Third Party Intellectual Property Rights incorporated into, required to use, or delivered with the Work. Supplier will deliver copies of the above releases and licenses to Spectris upon Spectris's request.
 6. **INSPECTION AND ACCEPTANCE**
 - 6.1 Spectris may reject any or all of the Work which does not conform to the applicable requirements within 10 business days of Supplier's delivery of the Work. At Spectris's option, Spectris may (i) return the nonconforming Work to Supplier for a refund or credit; (ii) require Supplier to repair the non-conforming Work; or (iii) require Supplier to repair the non-conforming Work so that it meets the requirements. As an alternative to (i) through (iii), Spectris may accept the non-conforming Work conditioned on Supplier providing a refund or credit in an amount Spectris reasonably determines to represent the diminished value of the non-conforming Work. Spectris's payment to Supplier for Work prior to Spectris's timely rejection of such Work as non-conforming will not be deemed as acceptance by Spectris.
 7. **CHANGES**
 - 7.1 As used in this Section, #Change# means a change Spectris directs or causes within the general scope of this Agreement, the applicable SOW or both.
 - 7.2 Spectris, by written order ("Change Order"), may make Changes in accordance with this Section 7.
 - 7.3 If Supplier asserts that Spectris has directed or caused a Change to the cost of or time for performance for which Spectris has not issued a Change Order, Supplier will promptly notify Spectris in writing of the Change, providing (i) a description of the action or inaction asserted to have caused the Change; (ii) an estimate of the equitable adjustment that would be required for Supplier to perform the Changed Work; and (iii) a date no less than 30 days from the date of notice by which Spectris must respond to Supplier's notice so that Supplier may proceed with the Work unchanged. Spectris will evaluate Supplier's notice of Change in good faith, and if Spectris agrees that it has made a constructive change, Spectris will issue a Change Order to Supplier.
 - 7.4 Supplier shall, as promptly as practicable, after giving the notice of the Change, or within 10 days of receiving a Change Order, submit a request for equitable adjustment specifying the adjustment in the price or time for performance resulting from the Change.
 - 7.5 The parties shall negotiate an amendment to the applicable SOW to incorporate a Change Order providing for an equitable adjustment to the price, time for performance, or both.
 - 7.6 Supplier will proceed with the Changed Work as directed, notwithstanding that the parties have not negotiated the amendment to this Agreement or the applicable SOW to incorporate the equitable adjustment.
 8. **REPRESENTATIONS AND WARRANTIES**
 - 8.1 Supplier represents and warrants that:
 - 8.1.1 (i) it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order; (ii) it has the right and unrestricted ability to assign the Work to Spectris including, without limitation, the right to assign any Work performed by Supplier Personnel and subcontractors; (iii) the Work, and Spectris's use of the Work, do not and will not infringe upon any third party's Intellectual Property Rights, right of publicity or privacy, or any other proprietary rights, whether contractual, statutory or common law;
 - 8.1.2 (iv) Supplier will not disclose to Spectris, bring onto Spectris's premises, or induce Spectris to use any confidential or proprietary information that belongs to anyone other than Spectris or Supplier which is not covered by a non-disclosure agreement between Spectris and Supplier;
 - 8.1.3 (v) Software supplied by Supplier does not contain any Harmful Code;
 - 8.1.4 (vi) Supplier's Work conforms to Spectris's specifications, Supplier's quotation or proposal, and Supplier's brochures or catalogs, and if none of the foregoing is applicable, then such Work is suitable for the intended use;
 - 8.1.5 (vii) in performing its obligations under this Purchase Order it will apply the Code of Ethics as applicable from time to time and time being in force.
 - 8.1.6 (viii) Except to the extent Supplier is providing: (A) Products only; (B) Services from a Supplier location; or (C) Services in relation to marketing, educational, or a sales related event at a third party site, they have read and comply with the Environmental Health and Safety Requirements.
 - 8.1.7 (ix) It will not use or disclose any information that may identify an individual ("Personal Data") that is processed for or on behalf of Spectris, except to the extent necessary to perform under this Purchase Order;
 - 8.1.8 (x) only to the extent that Supplier actually processes Personal Data it will: (A) implement and maintain appropriate technical and organizational measures and other protections for Personal Data (including, without limitation, not loading any Personal Data provided to Supplier on (a) any laptop computers or (b) any portable storage media that can be removed from Supplier's premises unless such (i) such data has been encrypted and (ii) such data is loaded onto portable storage media solely for the purpose of moving such data to off-site storage); (B) report to Spectris any breaches of security of Personal Data immediately after discovery ("Security Incident"); (C) cooperate fully with Spectris in investigating any Security Incidents; (D) cooperate fully with Spectris's requests for access to, correction of, and destruction of Personal Data in Supplier's possession; (E) comply with all instructions or other requirements provided or issued by Spectris from time to time relating to Personal Data; and (F) permit Spectris and/or its duly authorized representatives, on reasonable prior notice, to inspect and audit Supplier's business premises and computer systems to enable Spectris to verify that Supplier is in full compliance with its processing obligations under this Purchase Order;
 - 8.1.9 (xi) it will not transfer Personal Data across any country border unless it is (a) strictly unavoidable for the proper performance under this Purchase Order, and (b) notified to Spectris in writing prior to any such transfer. Upon Spectris's request, Supplier shall enter into such other arrangements with Spectris as Spectris considers appropriate (e.g. the EU Model Clauses) in order to ensure that Supplier's transfers are lawful.
 - 8.1.10 (xii) it will not provide Spectris with Personal Data of any third party or its own employees. Notwithstanding the foregoing, if Supplier does provide Spectris with any Personal Data, Supplier represents and warrants that it has obtained the necessary consent to provide that Personal Data to Spectris and to allow Spectris to use, disclose, and transmit such Personal Data on a worldwide basis among Spectris and its affiliates in connection with this Purchase Order; and (xiii) Every Product that contain or may contain hazardous chemical/mixture/ substance that is subject to a reporting requirement under law, will be specified and communicated appropriately.
 - 8.2 Spectris warrants and represents to Supplier that it has the full power to enter into the agreement as per Purchase Order and to perform its obligations under the Purchase Order.
 - 8.3 TO THE EXTENT ALLOWED BY APPLICABLE LAW, NO OTHER WARRANTIES ARE MADE, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 9. **ASSIGNMENT AND SUBCONTRACTING**
 - 9.1 Supplier may not assign any of its rights or delegate any of its obligations under the Purchase Order without Spectris's prior written consent, which Spectris will not unreasonably withhold. Spectris may, at its option, void any attempted assignment or delegation undertaken without Spectris's prior written consent.
 - 9.2 Supplier may not subcontract any of its rights or obligations under the Purchase Order without Spectris's prior written consent. If Spectris consents to the use of a Subcontractor, Supplier will:
 - 9.2.1 (i) guarantee and will remain liable for the performance of all subcontracted obligations; (ii) indemnify Spectris for all damages and costs of any kind, subject to the limitations in Section 12 (Indemnification), incurred by Spectris or any third party and caused by the acts and omissions of Supplier's Subcontractors and (iii) make all payments to its Subcontractors. If Supplier fails to timely pay a Subcontractor for work performed, Spectris will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor. Supplier will defend, indemnify and hold Spectris harmless for all damages and costs of any kind, without limitation, incurred by Spectris and caused by Supplier's failure to pay a Subcontractor.
 - 9.3 To the extent allowed by applicable law, no person who is not a party to Purchase Order shall be entitled to enforce or take the benefit of any of its terms whether as a result of applicable legislation, custom or otherwise.
 10. **TERM AND TERMINATION**
 - 10.1 The Purchase Order will remain in effect with respect to any SOW already issued prior to expiration of the term of the Purchase Order until such SOW is either terminated or the Work is completed and accepted.
 - 10.2 Spectris may terminate this Purchase Order, any SOW, or both at any time, for no reason or for any reason, upon 15 days written notice to Supplier. Upon receipt of notice of such termination, Supplier will inform Spectris of the extent to which it has completed performance as of the date of the notice, and Supplier will collect and deliver to Spectris whatever Work then exists. Spectris will pay Supplier for all Work performed and accepted through the effective date of the termination, provided that Spectris will not be obligated to pay any more than the payment that would have become due had Supplier completed and Spectris had accepted the Work. Spectris will have no further payment obligation in connection with any termination.
 - 10.3 Either party may terminate the Purchase Order, any SOW or both, immediately by delivering written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv) either party is liquidating, dissolving, or ceasing to do business in the ordinary course.
 - 10.4 Spectris may immediately terminate the Purchase Order upon written notice to Supplier if there is a change in ownership representing 20 percent or more of the equity ownership of Supplier.
 - 10.5 Either party may terminate this Purchase Order, any SOW or both, immediately by delivering written notice to the other party for any material breach not cured within 30 days of receipt of notice of the breach. Spectris shall have no further payment obligation to Supplier under any terminated SOW if Spectris terminates the SOW under this Section 10.5.
 - 10.6 Any obligations or duties which, by their nature, extend beyond the expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.
 11. **CONFIDENTIAL INFORMATION AND PUBLICITY**
 - 11.1 If Spectris and Supplier have entered into a Non-Disclosure Agreement (#NDA#) which covers disclosure of confidential information under the Purchase Order, and if the term of the NDA expires before the expiration or termination of the Purchase Order, then the term of the NDA shall be automatically extended to match the term of the Purchase Order.
 - 11.2 The parties shall treat the terms, conditions, and existence of the Purchase Order as Confidential Information as defined in the NDA.
 - 11.3 Supplier shall obtain Spectris's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to Spectris.
 12. **INDEMNIFICATION**
 - 12.1 As used in this Section 12, a #Claim# is any claim, demand, loss, damage, liability, cost or Expense (including professional fees and costs as incurred) for which one party (the #Indemnifying Party#) may be obligated to defend, indemnify and hold the other party (the #Indemnified Party#) harmless.
 - 12.2 Supplier shall defend, indemnify and hold Spectris harmless from and against any and all Claims as incurred, arising out of or in connection with any (i) act or omission of Supplier (including its Subcontractors) in the performance of the Work; or (ii) any infringement of a third party's Intellectual Property Rights or any other rights.
 - 12.3 Spectris shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with: (i) Supplier's use of Spectris's products or services in connection with the Work; (ii) Supplier's use of information or materials provided to Supplier by Spectris; or (iii) infringement a third party's Intellectual Property Rights or any other rights resulting from Supplier's adherence to Spectris's written instructions.
 - 12.4 Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).
 - 12.5 The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defense, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnifying Party's behalf.
 - 12.6 If a third party enjoins or interferes with Spectris's use of any Work, then in addition to Supplier's obligations under Section 12.2, Supplier will use its best efforts to (i) obtain any licenses necessary to permit Spectris to continue to use the Work; (ii) replace or modify the Work as necessary to permit Spectris to continue to use of the Work; or if (i) and (ii) are not commercially reasonable, then (iii) promptly refund to Spectris the amount paid for any Work for which a third party enjoins or interferes with Spectris's use of the Work.
 - 12.7 Nothing in this Section shall limit any other remedy of the parties.
 13. **NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, SPECTRIS WILL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT SPECTRIS PAID TO SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.**
 - 13.2 **IN NO EVENT WILL SPECTRIS BE LIABLE TO SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT SPECTRIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**
 - 13.3 **THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.**
14. **INSURANCE**
 - 14.1 Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect Spectris in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place.
15. **COMPLIANCE WITH LAWS**
 - 15.1 Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Purchase Order. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render Spectris liable for a violation of any applicable anti-bribery legislation (including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it them or Spectris in retaining or obtaining business or in performing the Work. Supplier's failure to comply with this provision shall constitute a material breach of this purchase Order.
16. **GOVERNING LAW**
 - 16.1 The Purchase Order will be construed in accordance with, and all disputes will be governed by, the laws of the Republic of India without regard to its conflict of laws rules. The parties specifically waive application of the UN Convention on Contracts for the International Sale of Goods. Supplier irrevocably consents to the personal jurisdiction of the state and federal courts in and for Mumbai, & Gurgaon, India and irrevocably waives any claim it may have that any proceedings brought in such courts have been brought in an inconvenient forum.
17. **GENERAL**
 - 17.1 Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.
 - 17.2 If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved as follows:
 - 17.2.1 A conflict between the terms of the Purchase Order and those set forth in an exhibit or hyperlink will be resolved in favor of the Purchase Order.
 - 17.2.2 A conflict between the terms of the Purchase Order and those set forth in an SOW will be resolved in favor of the SOW.
 - 17.2.3 A conflict between the terms of an exhibit or hyperlink and those set forth in an SOW will be resolved in favor of the SOW.
 - 17.3 If any court of competent jurisdiction holds that any provision of the Purchase Order is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Purchase Order shall not be affected or impaired, and all remaining terms of this Purchase Order remain in full force and effect, provided that this provision shall not be applied to defeat the intent of the parties.
 - 17.4 A party's election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase order.
- IN/E November 2012