



Purchase Order Terms and Conditions for Japan

Definitions:

1. "Getronics" shall mean Getronics and its Affiliate Companies.
2. "Affiliate Company" shall mean any Getronics entity, whether incorporated or not, that is controlled by or under common control with GTN Services BV, incorporated in Netherlands and its successors; and "control" (including the variants "controlled by" and "under common control") shall mean the ability, whether directly or indirectly, to direct the affairs of another by means of ownership, contract, or otherwise.
3. "Terms and Conditions" shall mean this Purchase Order Terms and Conditions. "Deliverables" shall mean the goods or services, as the case may be, set forth in the Purchase Order.
4. "Delivery" shall mean the delivery of goods or performance of services as set forth in the Purchase Order.
5. "Intellectual Property Rights" shall mean all intellectual and industrial property rights anywhere in the world including, without limitation, any invention, patent, design or utility model rights, any copyright and trademarks, database rights, topography rights, and any other rights of a like nature whether or not registered, and the right to apply therefor.
6. "Purchase Order" shall mean the attached Purchase Order requesting the supply of Deliverables.
7. "Specifications" shall mean the Purchase Order and documents attached thereto (including drawings or descriptions), as well as the specifications, description, function or any other requirements set out in the Supplier's product manual / in the form of written contract signed by both parties signed contract agreement.
8. "Supplier" shall mean the person or entity scheduled to provide the Deliverables pursuant to the Purchase Order.

Invoice Submission

1. Request to enter the Purchase Order number on all the Invoices. Delivery Slip / Packing List etc. documents submitted without Purchase Order number stands rejected
2. All the invoices submitted to contain the Getronics and Vendor Tax details
3. If there is any delay in the delivery timelines it has to be notified to Getronics in Advance.
4. All the invoices to be sent to and hard copy to be sent at the Bill To address mentioned below
5. Vendor Invoice to be Statutorily complied and should contain the Bank Details
6. Taxes and Charges extra at actuals
7. Bill To:
 - a. Getronics Japan Ltd.,
2-1-24 Himonya
Meguro-ku, 1520003

Send your Invoices to Email Id: Japan.Invoices@Getronics.com

8. Below are the company Statutory details :

Company CIN: U72300KA2005FTC036025

GST No.: 29AACCG5362N1Z4

PAN No.: AACCG5362N

TAN: BLRG06785C

Failure to comply with the above requirements could result in payment delays and invoices returned for correction. Payment terms may reset upon receipt of a corrected invoice.

Please ensure that your department responsible for invoicing is informed of these requirements.

1. Purchase Order

- 1.1. The Purchase Order issued by Getronics shall set forth the Deliverables required by Getronics, and the Supplier agrees that the Deliverables supplied pursuant to the Purchase Order shall comply with this Terms and Conditions; provided, however, that in those instances where Getronics and the Supplier have separately entered into an agreement issued by Getronics, the provisions of that corresponding agreement shall supersede this Terms and Conditions.
- 1.2. Premised on Section 1.1, the parties agree to this Terms and Conditions and the Purchase Order contain all the terms and conditions related to the Deliverables, and this Terms and Conditions and the Purchase Order shall supersede other terms and conditions relating to such Deliverables on any other purchase order, confirmation, invoice, payment slip or any other related document.



- 1.3. In the event the Supplier does not provide Getronics with written notice of the refusal of the order within five (5) Getronics business days after the delivery of the Purchase Order by Getronics, the Supplier shall be deemed to have accepted the corresponding order.
- 1.4. In the event that the Supplier has to design, develop or manufacture goods specified on the Purchase Order specifically for Getronics, the Supplier shall submit to Getronics a prototype and/or plans for approval. The Supplier must obtain written confirmation from Getronics that the prototype and/or plans have been accepted and full production of the goods can commence before commencing the work related to the Deliverables. Getronics shall not be liable to bear any costs incurred by the Supplier prior to receipt of this written confirmation.

2. Delivery

- 2.1. The Deliverables shall be delivered in accordance with the delivery date and delivery location specified by the Purchase Order.
- 2.2. Unless otherwise expressly agreed to in writing, the Deliverables shall be delivered during the ordinary operation hours of Getronics, and the costs associated with delivery and the like shall be borne by the Supplier unless otherwise agreed to in the Purchase Order.
- 2.3. The signature of Getronics provided on the delivery receipt or the like in connection with delivery shall indicate that Getronics has completed acceptance inspection with regard to the actual quantity, quality or condition of the Deliverables.

3. Specifications and Rejection of Delivery

- 3.1. The Deliverables must conform in all respects with the Specifications. All goods in the Deliverables must be of sound materials, workmanship and design (where the Supplier is responsible for the design), and shall be equal in all respects to relevant samples, prototypes, or the like provided by or accepted by Getronics.) design, and shall be equal in all respects to relevant samples or patterns provided by or accepted by Getronics. All services in the Deliverables shall be performed in a sound manner and shall be free from all defects including (to the extent that the Supplier is responsible for design) defects in design or installation.
- 3.2. All Deliverables must pass Getronics acceptance inspection and will be communicated on case to case basis. Getronics shall be entitled to reject all Deliverables that do not meet the provisions of Section 3.1. In the event that by the nature of the Deliverables any defects or any failure to conform with Section 3.1 does not or would not become apparent (despite the carrying out of acceptance inspection) until after use, Getronics shall be entitled to reject the same if within a reasonable time period.
- 3.3. Deliverables for which delivery is rejected under Section 3.2, when requested by Getronics, must be replaced or re-performed by the Supplier at the Supplier's burden of expense. Alternatively, Getronics shall be entitled to terminate the Purchase Order pursuant to Section 8 with respect of the corresponding Deliverables and the whole of the remainder of the Deliverables subject to the Purchase Order. All rejected Deliverables shall be returned to the Supplier at the Supplier's expense.
- 3.4. The Deliverables shall be delivered in accordance with the applicable Japanese or international standards. The Deliverables must conform to all applicable laws, ordinances and regulations or other requirements having the force of law.
- 3.5. Getronics, when finding it necessary and to the extent there is no violation of applicable laws and ordinances or the like, shall be entitled to terminate all or a portion of Purchase Orders for which performance has not been completed, without incurring any costs or charges whatsoever.

4. Inspection

- 4.1. Getronics shall be entitled to request that the Supplier submit reports and other materials as needed in order to confirm the conformance status with this Terms and Conditions, the Specifications and other obligations under agreements, and shall be entitled to enter the facilities of the Supplier or its subdelegates to perform inspections or verification. If judged to be necessary by Getronics as a result thereof, Getronics shall be entitled to request that the Supplier or its subdelegates take the necessary correction measures.

5. Ownership and Burden of Risk

- 5.1. Ownership of goods and the burden of risk shall transfer to Getronics when passing the acceptance inspection in accordance with Section 3.2; provided, however, that the corresponding transfer of ownership and the burden of risk shall not restrict the rights of Getronics arising under this Terms and Conditions and the Purchase Order.

6. Prices and Payment

- 6.1. Prices and the applicable currency shall be prescribed by Purchase Order exclusive of Taxes and the other charges unless it is specified
- 6.2. No increase in price shall be made unless agreed to in writing by Getronics.
- 6.3. The Supplier shall submit an invoice at the point in time the Deliverables pass the acceptance inspection in accordance with Section 3.2. The invoice shall normally be submitted by e-mail in a non-manipulable format such

as .pdf .tif or .jpg to Getronics or a third party designated by Getronics; provided, however, that in instances where the Supplier is unable to submit an invoice by such means and format, it shall deliver the invoice in a method separately designated by mutual consultation.

- 6.4. Unless otherwise agreed to with the Supplier in writing, Getronics shall add the relevant taxes and local consumption taxes to the purchase money for the Deliverables and provide payment to the Supplier
- 6.5. In the event Getronics disputes any prices or charges in an invoice, it shall provide notice to the Supplier clearly identifying the disputed part. The Supplier shall cancel the corresponding invoice and reissue an invoice in the corrected amount, and Getronics shall provide payment in accordance with the provisions of Section 6.4.
- 6.6. The parties shall promptly investigate a disputed invoice, and shall reasonably act to resolve the dispute. A disputed invoice or part of an invoice ultimately agreed by Getronics to be payable following resolution shall be re-invoiced as needed. Furthermore, the Supplier shall continue delivery even in the period up until the dispute regarding the invoice is resolved.
- 6.7. The Supplier shall ensure that all information on invoices is complete and accurate, and that the invoices specifically reference the purchase order numbers and the like presented by Getronics.

7. Intellectual Property Rights

- 7.1. The Supplier warrants that neither the sale, use nor delivery of goods will infringe any Japanese or foreign third party intellectual property rights or other legal rights.
- 7.2. Notwithstanding the provisions of Section 7.1, the Supplier shall resolve at its own responsibility and expense any demands, objections or lawsuits based on delivery infringing third party intellectual property rights. In addition, the Supplier shall be liable for compensation of damages in the event Getronics suffers damages from the delivery infringing third party intellectual property rights.
- 7.3. The inventions, devices, works, knowhow, trade secrets, results, exhibits and other intellectual property rights invented, devised, developed or otherwise created by the Supplier in connection with Delivery, and the rights thereto, including the rights prescribed in Article 27 (Translation Rights and Adaptation Rights) and Article 28 (Right of Original Author in Exploitation of a Derivative Work) of the Copyright Act, shall transfer from the Supplier to Getronics upon completion of the confirmation and inspection set forth in Section 3 or upon the completion of delivery prescribed in Section 8.3, and the Supplier must not carry out the Deliverables and other intellectual property from the delivery location prescribed by Purchase Order, or divert the Deliverables and other intellectual property to others. The Supplier, at its own responsibility, shall succeed to or obtain the patent rights (including the rights to receive patents) and utility model rights (including the rights to receive utility model right registration) from the Supplier's employees who create the corresponding invention or devise, and shall conduct the procedures to transfer these rights to Getronics; provided, however, that the transfer procedures for copyrights shall only be conducted at the request of Getronics, and all expenses associated with the registration procedures shall be borne by Getronics. Furthermore, the consideration for the transfer of the intellectual property transferrable from the Supplier to Getronics under this clause shall be included in the fees stated in the Purchase Order.
- 7.4. The Intellectual Property Rights which are unrelated to Delivery whatsoever and for which the Supplier already possesses or holds patent rights for shall not transfer to Getronics. The Supplier hereby grants Getronics a royalty free license to use, produce, transfer, export, duplicate, lend, show, transmit by wire, or otherwise exploit the Deliverables, and to license this to third parties.
- 7.5. The Supplier hereby agrees not to exercise moral rights in the works transferred to Getronics, and hereby allows the actions set forth in the following respective items:
 - 7.5.1. Getronics or other third party shall be entitled to modify the corresponding work at their own discretion;
 - 7.5.2. Getronics or other third party shall be entitled to publicly announce the corresponding work under any name at their own discretion;
 - 7.5.3. The Supplier shall not be entitled to publicly announce the corresponding work without the prior written consent of Getronics.

8. Termination

- 8.1. In the event the Supplier corresponds to any of the following respective items, Getronics shall provide the Supplier with peremptory notice in writing, establishing a reasonable grace period. In the event a cure is not provided regardless of the peremptory notice, Getronics shall be entitled to cancel all or a portion of the Purchase Order and shall be entitled to collect as a penalty from the Supplier an amount based on the estimate of Getronics as required in order to complete the uncompleted portion of Delivery as of that point in time:
 - 8.1.1. When the Supplier willfully or negligently causes damages to Getronics;
 - 8.1.2. When the Supplier fails to perform an agreement without just cause;
 - 8.1.3. When the Supplier fails to complete Delivery by the delivery date set forth in the Purchase Order
 - 8.1.4. When the Deliverables are replaced or re-performed pursuant to Section 3.3, and again fail the re-inspection by Getronics.

9. **Privacy and Data Protection.** To comply with Data Protection Law, Buyer hereby informs Seller of the fact that, for the performance of this Agreement, Buyer may receive Personal Data from Seller. The Processing of such Personal Data is described in the Getronics Privacy Notice, which is located at <https://www.getronics.com/corporate-policy-legal-disclaimer/> and incorporated herein by reference. With regards to the set of Personal Data that parties Process as autonomous Controllers, each Party shall: (i) respectively comply with Data Protection Law; and (ii) be autonomously responsible to collect and further process Personal Data in accordance with requirements of Data Protection Laws, in particular for justification of any transmission of such Personal Data to the other Party, including providing any required notices and obtaining any required consents, and for its decisions concerning the Processing and use of the Personal Data. The Data Privacy and Security Addendum available at <https://www.getronics.com/corporate-policy-legal-disclaimer/> attached as integral part of this Agreement, describes the parties' respective roles and responsibilities for the processing of Personal Data that Buyer provides to Seller or requests Seller to process on its behalf. Seller hereby undertakes and warrants to Buyer that the Processing of such Personal Data will be performed in full compliance with the Data Privacy and Security Addendum

10. General Provisions

10.1. The Supplier agrees to the following:

- 10.1.1. That it shall comply, and warrant that it will continue to comply, with the applicable laws and regulations related to the protection of personal information (hereinafter, collectively, the "Personal Information Protection Act"), and the policies of Getronics related to the protection of personal information; and
- 10.1.2. That it shall not, by any act or omission, to put Getronics in any violation of the Personal Information Protection Act.

10.2. All Purchase Orders and information disclosed by Getronics to the Supplier in connection with Purchase Orders are confidential information, and the Supplier must not divulge or disclose this information to third parties without the express prior written consent of Getronics.

10.3. When defects (including bugs, programming errors, incomplete documentation, design defects, performance, operation or function shortcomings, data discrepancies and the like) are discovered within one (1) year after the passage of the inspection of Section 3 or the completion of delivery from the Supplier to Getronics as prescribed in Section 8.3 in connection with the Deliverables delivered by the Supplier to Getronics, the Supplier shall promptly repair these defects at its own responsibility and expense; provided, however, that the foregoing provision shall not apply with regard to those defects due to the fault of Getronics in instances where the Supplier has proven that the corresponding defects are due to the fault of Getronics. Furthermore, the provisions of Section 3 shall apply mutatis mutandis with regard to the inspection of the repaired defects. In addition, in the event the defects slated to be repaired by the Supplier are repaired upon mutual consultation between Getronics and the Supplier, or in the event Getronics suffers damages caused by the corresponding defects, the Supplier shall indemnify the expenses of the defect repairs borne by Getronics and compensate the damages suffered by Getronics.

10.4. The Supplier agrees to the following:

- 10.4.1. The Supplier shall assign persons who have sufficient skills and ability to implement the work pursuant to this Terms and Conditions and the Purchase Orders (hereinafter, the "Work") as the persons in charge of conducting the Work (hereinafter, the "Supplier's Assigned Personnel"). Getronics shall be entitled to request that the Supplier implement corrective measures in the event reasonable grounds exist for Getronics to determine that the implementation status of the Work by the Supplier's Assigned Personnel will not meet the scheduled level of work, and the Supplier shall not refuse such requests without reasonable grounds;

- 10.4.2. For the purpose of ensuring the safety of Getronics's business and work environment and to otherwise manage risks, prior to the commencement of the Work the Supplier shall conduct background checks satisfying the standards separately established by Getronics (hereinafter, "Background Check"; and if the Work has been delegated to Getronics by a third party and subdelegated to the Supplier, there may be instances which include the standards established by the corresponding third party) including (1) identity check, (2) education check, (3) previous employment check, and (4) employee's reference check on the personnel appointed by the Supplier to implement the Work, to the extent allowed under laws and ordinances, and shall provide Getronics with a written report of the results thereof. The Supplier warrants that only persons who have gone through a Background Check shall engage in the Work. Furthermore, if it is discovered that Background Checks have not been conducted on the personnel engaged in the Work, Getronics shall be entitled to request that the Supplier change the personnel and engage in other corrective measures, and the Supplier shall not refuse such requests without reasonable grounds;

- 10.4.3. The Supplier shall appoint an onsite manager for the Work from among its personnel, and shall provide Getronics with notice thereof;

- 10.4.4. The onsite manager shall provide all guidance and orders to the Supplier's personnel, and shall implement the work in accordance with the Work implementation schedule after consulting with Getronics.

- 10.5. The Supplier shall be liable for the compensation of damages in the event the Supplier, its employees or subdelegates cause damages to Getronics or a third party in connection with Delivery, or breach this Terms and Conditions and cause damages to Getronics. In addition, in the event Getronics receives any claims from third parties or expends and costs (including attorneys' fees) in connection with a Purchase Order, the Supplier shall compensate the damages or indemnify the costs.
- 10.6. Absent the prior written consent of Getronics, the Supplier must not assign or allow a third party to succeed to the rights or obligations arising under this Terms and Conditions and Purchase Orders, or the status under Purchase Orders.
- 10.7. The Supplier shall obtain the prior confirmation of Getronics when subdelegating Delivery to a third party. In addition, the Supplier shall cause the subdelegatee to bear obligations equal to or greater than the obligations of the Supplier prescribed in this Terms and Conditions and Purchase Orders, and shall owe a joint and several duty with the subdelegatee to perform the subdelegatee's obligations.
- 10.8. In providing Delivery, the Supplier shall comply with the Foreign Exchange and Foreign Control Trade Act and other relevant regulations related to technical exports. Furthermore, the Supplier shall also comply with the United States Export Administration Act and other foreign export related regulations when applicable.
- 10.9. No delay or failure by either party to exercise its powers, rights and remedies under these Terms and Conditions and Purchase Orders shall operate as a waiver thereof
- 10.10. In the event any part of this Terms and Conditions or any Purchase Order is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 10.11. This Terms and Conditions, any Purchase Order or a document made a part thereof or agreed to in connection therewith may not be amended, modified or waived in any respect whatsoever except in writing signed by both parties.
- 10.12. The parties hereby agree that the provisions of Clauses 7, 8, and 9 shall survive termination of this Terms and Conditions.
- 10.13. The Supplier hereby acknowledges that it is engaged as an independent contractor, and nothing in this Terms and Conditions or any Purchase Order shall be deemed or construed to create a joint venture, partnership, or employee/employer relationship between Supplier and Getronics.
- 10.14. This Terms and Conditions and any Purchase Order shall not be an exclusive agreement between the parties, and nothing shall prevent Getronics from procuring services which are the same as or similar to the Deliverables from a third party.
- 10.15. Each party hereby agrees that it has not been induced to agree to this Terms and Conditions by any representation other than that expressly set out in this Terms and Conditions or in any Purchase Order.
- 10.16. The Supplier warrants the matters listed in the following respective items. Getronics shall be entitled to immediately cancel a Purchase Order when the Supplier breaches this Section. In addition, Getronics shall not be liable for the compensation of any damages suffered by the Supplier due to cancellation pursuant to this Section:
 - 10.16.1. It is not an organized crime group, organized crime group affiliated enterprise, group engaged in organized crime, group engaged in terroristic subversive behavior, or something or someone commensurate thereto (hereinafter, "Antisocial Force");
 - 10.16.2. Its officers and employees will not use markedly rude or violent speech and conduct to make unjust demands in the performance of the transactions under this Terms and Conditions or any Purchase Order;
 - 10.16.3. It will not intentionally cooperate in the maintenance or operation of an Antisocial Force through the provision of fund to the Antisocial Force or through other behavior;
 - 10.16.4. To the best of its knowledge, those having a special interest (shareholders or officers who have substantial control, their spouses, and companies in which such persons hold a majority of the issued and outstanding shares) are not in breach of the preceding respective items.
- 10.17. The Supplier warrants that it is in compliance with all applicable local and international laws, regulations and standards relating to the design, manufacture, testing, labelling, sale and transportation of the Deliverables. The Supplier must at all times comply with all anti-bribery laws in the United States and other foreign countries (including but not limited to the United States Foreign Corrupt Practices Act and the British Bribery Act; hereinafter, collectively, "Anti-Bribery Laws"), and all applicable laws and regulations of any jurisdiction in which the Supplier acts. In the event the Supplier breaches the representations, warranties or covenants of this Clause, in addition to remedies under laws, ordinances and this Terms and Conditions, Getronics shall be entitled to immediately cancel any Purchase Order at its own discretion. Furthermore, the Suppliers payment right of claim related to the transactions associated with the breach, including the payment right of claim on work which has already been performed, shall automatically lapse, and if Getronics has already completed payment, the Supplier shall provide Getronics a refund in full. In addition, the Supplier shall compensate and indemnify all

claims, losses and damages caused by or related to the breach and/or the cancellation of the Purchase Order, and shall hold Getronics harmless. The Supplier shall promptly notify Getronics when becoming a public servant, or when receiving investment from a government organization, local public entity or other public institution. The Supplier hereby consents that Getronics may disclose information related to this Terms and Conditions or violations of Anti-Bribery Laws to its customers or government organizations.

- 10.18. In addition to the audits and the like set forth in Section 4.1 and Section 9.23 and for the purpose of compliance with Anti-Bribery Laws, during the transactional term under this Terms and Conditions and any Purchase Order and for a period of three (3) years thereafter, Getronics shall have the right to audit the books and records related to the actions engaged in by the Supplier on behalf of Getronics or in connection with Getronics (including all fees billed and work performed by the Supplier pursuant to this Terms and Conditions and Purchase Orders, and all in-kind and cash payments made by the Supplier on behalf of, or in place of Getronics).
- 10.19. The Supplier shall keep the records, documents, other papers and electronic records related to the performance of the obligations under this Terms and Conditions and Purchase Orders as well as expenditures made in connection with this Terms and Conditions and Purchase Orders for a period of five (5) years after the ending of transactions under this Terms and Conditions and Purchase Orders, or for the corresponding custody period if a custody period of more than five (5) years is prescribed by law.
- 10.20. The Supplier warrants, to the best of its knowledge, that there are no existing or potential conflict of interest with the Supplier, its officers, partners, employees and the subdelegates confirmed by Getronics with regard to the transactions under this Terms and Conditions and the Purchase Orders. A conflict of interest shall mean a state in which it is reasonably found (1) to have an adverse effect on the contracting parties in a transaction made pursuant to this Terms and Conditions and Purchase Orders, (2) cause Getronics or the Supplier to violate laws or regulations, or (3) create a situation which can be found to be unlawful (hereinafter, "Conflict of Interest"). If either Getronics or the Supplier becomes aware of a Conflict of Interest in a transaction pursuant to this Terms and Conditions and Purchase Orders, they shall promptly provide notice thereof to the other party, and Getronics and the Supplier shall cooperate and respond reach a resolution in a content agreed to by both parties. If a resolution in a content agreed to by both parties cannot be reached within a reasonable time period (unless otherwise agreed to, within ten (10) business days from the first notice date), Getronics shall be entitled to immediately cancel the corresponding Purchase Order.
- 10.21. **Ethical Conduct.** Seller acknowledges that it has reviewed the Getronics Business Partner Code of Business Conduct and agrees to comply with such Code in connection with its performance under this purchase order. Getronics Business Partner Code of Business Conduct, which may change from time to time, is located at [Getronics Business Code Of Conduct](#)
- 10.22. Unless otherwise expressed in writing, this Terms and Conditions and all Purchase Orders shall be governed by and construed in accordance with the law of Japan. In addition, the Tokyo District Court shall be the court of first instance with exclusive jurisdiction by agreement over litigation related to Purchase Orders.
- 10.23. When requested by Getronics, the Supplier shall submit the financial reports and documents regularly prepared and maintained by the Supplier to objectively prove the soundness of the Supplier's financial status; provided, however, that Getronics shall limit its requests to once per quarter. In addition, for the purpose of ensuring Delivery, the Supplier shall make reasonable efforts to formulate and maintain a business continuity plan. The Supplier shall validate the effect of its business continuity plan at least once a year, and if requested by Getronics, shall report the results of this validation including aspects requiring improvement. The Supplier must not refuse these requests from Getronics without just grounds, and must take appropriate actions to see that its subdelegates comply with the requests of Getronics.
- 10.24. Questions concerning the matters prescribed in this Terms and Conditions and matters not prescribed herein shall be resolved by Getronics and the Supplier through mutual good faith consultation