

CUSTOMER CONTRACT REQUIREMENTS
India P8I Annual Maintenance Contract (AMC)
CUSTOMER CONTRACT AR/4517/P8I/AMC (AR_4517_P8I_AMC)

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

AR/4517/ISA/AMC (AR_4517_ISA_AMC) Special Provisions .

Penalty for use of Undue influence.

The Seller undertakes that its has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer, Buyer's customer, end-customer, or otherwise in procuring the contract or Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present contract or Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by Seller or acting on Seller's behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by Seller or acting on Seller's behalf, as-defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer or Buyer's customer or end-customer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer, Buyer's customer, or Buyer's nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer, Buyer's customer, end-customer, or to any other person in a position to influence any officer/employee of the Buyer, Buyer's customer, or end-customer for showing any favor in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, and refund of the amounts paid by the Buyer.

Force Majeure:

- (a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake epidemics and other acts of God as well as War, Military Operation, insurrection or Riot , civil Disobedience, Unrest act of Terrorism Blockade, or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 30 (Thirty) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

Earliest Acceptable Year of Manufacture:

Seller to provide Manufacturer's Certificate of Conformity documents as requested for goods which may define the year of manufacture and shelf-life (where applicable).

Product Support.

- a. The Seller undertakes to provide the Buyer and Buyer's customer(s), on terms and prices agreed upon, Technical Support, as the Buyer may reasonably require for the supplies and services during the contract period of performance.
- b. In the event of any obsolescence during the above mentioned period or product support in respect of any component subsystem, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution. The Seller shall also provide notification and recommend an obsolescence mitigation plan to the Buyer.
- c. The Seller will communicate to the Buyer any improvement/modification/upgradation being undertaken by Seller or their subcontractors and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

Non-Disclosure of Contract Documents.

The Parties may disclose the contract or provision, specification, plan, design, pattern, sample, or information with proprietary markings if required by the India or US Government or the Buyer or by the Seller's suppliers solely for the purpose of performing the obligations under the contract.