



due to non-compliance by the Vendor.  
The Vendor shall bear additional bank / payment gateway charges, if any, for receiving payments as per the applicable laws.

**Delivery**

The Vendor must deliver the goods or complete the services according to the specified delivery schedule in the PO. Time is critical for performance of this PO.

CACTUS reserves the right to inspect and test the goods or services upon receipt. Non-conforming services or defective goods may be rejected, and the Vendor will have to rework on the services or replace the goods to meet requirements mentioned in the PO. Any return of goods/services shall be at the cost of Vendor. The goods supplied or services provided must comply with all applicable laws, regulations, and industry standards.

The Vendor warrants that the goods or services provided shall be free from defects in materials, workmanship, and will conform to the specifications and requirements stated in the PO.

**Confidentiality**

The Parties agree not to disclose each other's confidential information without prior written consent unless required or authorized by law.

**Intellectual Property**

The parties acknowledge and agree that the respective Party is sole and exclusive owner of all rights, titles and interests in any and all intellectual property provided / shared / disclosed by such party under this PO.

All intellectual property rights in and to each deliverable shall vest in CACTUS free and clear of all liens and encumbrances on receipt of payment by Vendor for each deliverable. To the extent that any deliverables contain any intellectual property of Vendor, Vendor hereby grants to CACTUS a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the deliverables.

**Indemnification**

The Vendor agrees to indemnify and hold harmless CACTUS including its officers and directors, employees and its affiliates and their respective successors and assigns, against any loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all legal expenses) arising out of or based upon any false representation or warranties or breach or failure by the Vendor to comply with these Terms, breach of applicable laws by the Vendor, negligence or willful misconduct by the Vendor.

**Assignment**

The Vendor shall not transfer or assign its obligations under this agreement, or any part thereof without the prior written consent of CACTUS.

**Independent Contractor**

Supplier will perform its obligations under this Terms as an independent contractor and in no way will Supplier or its employees be considered as employees, agents, partners, or joint venturers of CACTUS.

**Compliance with Law**

The Vendor shall comply with applicable laws such as Data Protection, Privacy, Anti-Corruption, Anti-Bribery laws, etc. and also comply with the applicable policies of CACTUS while providing the services under this PO.

**Termination**

CACTUS reserves the right to terminate the PO, in whole or in part, at any time for convenience, by giving two (02) days written notice to the Vendor.

Either party may terminate the PO for a material breach of these Terms by the other party, subject to a written notice of the breach and a thirty (30) days opportunity to cure.

**Dispute Resolution and Governing Law**

Both the parties agree to amicably resolve any dispute or claim arising out of this transaction before resorting to any legal action.

All disputes arising out of or in connection with these Terms shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of India. Any legal proceedings arising out of these Terms or relating thereto, shall be instituted in Mumbai courts only, to the exclusion of other courts.

**Miscellaneous**

Any modifications to the PO or these Terms must be agreed upon in writing and signed by both the parties.

If the parties have executed a Master Service Agreement, then it will prevail over the Terms of the PO. In any event, any additional or different terms specified or referenced in the Vendor's invoice / order form are hereby excluded and shall not be deemed effective or binding.



**Raghunath S. Bhosale**  
**Head, Procurement**