



SPECIAL TERM AND CONDITIONS FOR GOODS

These Special Terms and Conditions for Goods (“**Special Terms**”) are in addition to the General Terms and Conditions and Purchase Order and shall apply to the Goods being provided by the Supplier to Cognizant. Capitalized terms used herein and not defined shall have the meanings assigned to such terms set forth in the General Terms.

1. GENERAL

All additional terms and conditions for the provision of Goods by Supplier, which will be in addition to the General Terms, shall be governed by these Special Terms, which shall be incorporated by reference in the Purchase Order.

2. PACKING AND SHIPPING

2.1 Unless otherwise specified, all Goods are to be delivered on a timely basis, shall be stored, boxed or packed without charge to ensure safety and shall be packed to prevent damage in transit until the same reaches the ultimate destination and comply with requirements or standards of common carriers. All shipments of Goods shall be packed in a manner to assure the lowest transportation cost and to meet carrier’s tariff requirements.

2.2 Supplier shall attach the packing list to the outside of the Goods package, listing contents, quantity, part number, Cognizant’s Purchase Order number and other relevant details as the case may be. Supplier shall deliver Goods at the premises detailed on the Purchase Order, without any additional payment obligations on Cognizant. Any loss or damage to the Goods during the transit or any losses suffered by Cognizant as a result of packing, marking or shipping the Goods in an inappropriate manner or contrary to the instructions of Cognizant shall be borne by Supplier.

3. SHIPPING; DELIVERY; RISK OF LOSS

3.1 Delivery schedules as provided in connection with this Purchase Order by Cognizant shall be binding upon Supplier. If, without written authorization from Cognizant, Supplier ships Goods that arrive more than fifteen (15) days in advance of schedule, Cognizant may either return the Goods or store them at Supplier’s expense and risk. Any anticipated or actual delays in the shipment of Goods shall be reported immediately by Supplier to Cognizant. Upon receiving such a report, Cognizant may, at its sole discretion, either approve a revised schedule or by written notice terminate the Purchase Order in whole or in part, except for Goods delivered in accordance with these terms and conditions prior to the date on which notice of termination is given to Supplier.

3.2 It is Supplier’s responsibility to furnish the exact quantities called for in the Purchase Order, and no variation will be accepted as compliance, except with Cognizant’s prior written agreement. If Goods are delivered to Cognizant in excess of the quantities specified in Purchase Order, Cognizant shall not be bound to pay for such excess quantities and may return excess shipments (or make other disposition at Supplier’s direction) at Supplier’s expense.

3.3 If shipment as specified in the Purchase Order is “F.O.B. Destination,” then Supplier shall retain title to the Goods, pay shipping costs, and bear the risk of loss or damage until delivery is made at the location designated on the Purchase Order. If shipment as specified in this order is “F.O.B. Origin,” then Supplier shall bear the cost of delivery of Goods to a carrier of the type specified by Cognizant. Title to the Goods shall pass upon acceptance of Goods and necessary documentation by Cognizant. Supplier shall pay all shipping costs and bear the risk of loss or damage to the Goods in transit. Supplier shall be liable for any loss or damage discovered

after transfer of title which is determined by Cognizant to be a result of faulty packaging or handling by Supplier. All international shipments shall be in compliance with Incoterms.

4. DELIVERY AND ACCEPTANCE

4.1 Cognizant shall, in accordance with the Purchase Order terms, undertake inspection of the Goods once delivered. Any acceptance testing by Cognizant shall not affect or vary Cognizant’s rights to reject defective Goods or recover damages due to Supplier’s breach. If Cognizant considers that the Goods delivered or a material part of them have failed to conform to the Purchase Order, Cognizant shall notify Supplier of such failure in the Goods once the failure has been discovered by Cognizant in the ordinary course of its business. Any payments prior to acceptance of Goods shall not be deemed an acknowledgement of the Goods being free of defects and shall not release Supplier from its warranty obligation.

4.2 If the Goods supplied by Supplier are found to be not as per the specifications provided by Cognizant; or are not up to the quality or standard as approved by Supplier, or are received in broken or damaged condition, then Cognizant may notify the Supplier of the same in accordance with Section 4.1 above. On receipt of this notice, the Supplier shall, without prejudice to Cognizant’s rights or remedies, determine the causes for the failure and advise Cognizant of them. Cognizant may then either, at its sole discretion, (a) reject and hold at Supplier’s expense (subject to Supplier’s disposal) any non-confirming Goods and obtain a refund and damages; or (b) where Cognizant still requires performance of the Purchase Order by the Supplier, require Supplier, at Supplier’s cost and expense, to promptly replace or repair such Goods as may be necessary to achieve conformity with the Purchase Order; or (c) promptly repair, rework or replace defective Goods itself or by any third party at Supplier’s cost and expenses. Following the making of any such changes, Cognizant shall repeat or procure the repetition of the acceptance review on the same terms as set out in Section 4.1 above. The entire costs and consequences that may arise on rejection for Goods shall be borne by Supplier without any costs, claim, charge, lien and or consequences accruing to Cognizant.

5. WARRANTY

5.1 Supplier warrants that Goods shall: (a) be free from defects, including any latent defects, in design, material and workmanship applicable thereto; (b) be new, unused and not contain used or repaired parts; (c) be free and clear of all liens, claims, encumbrances and other restrictions; and (d) conform to all information provided in connection with Goods, whether written or oral.

5.2 Supplier further represents and warrants that Goods and the intellectual property contained therein (if any): (a) does not infringe any third party intellectual property rights and that there are no actual or threatened suits based on violation of such rights; and (b) does not contain and Cognizant will not receive from Supplier’s data transmission via network or any other medium any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used in the full manner for which it was designed and created (collectively, a “**Disabling Code**”).

5.3 Should the Goods fail to meet warranties given in Sections 5.1 and 5.2 above, Supplier shall, as Cognizant requests, repair, replace, or refund for the defective Goods in question. Cognizant shall have the right, at its option, to return for a full credit or to require Supplier to replace or repair, promptly upon request by Cognizant and without expense to Cognizant, any Goods not



conforming to the foregoing warranties. If Supplier fails to promptly so replace or repair such Goods after Cognizant's request, Cognizant shall have the right to replace or repair such Goods at Supplier's cost and expense. Cognizant further reserves the right to suspend payment for Goods concerned until such non-compliance have been rectified or eliminated.

5.4 Notwithstanding anything to the contrary contained hereunder, for any third party software provided by Supplier to Cognizant, Supplier hereby agrees to pass through to Cognizant all end-user warranties and indemnities, if any, relating to such third party software. To the extent that Supplier is not permitted to pass any of such end-user warranties and indemnities through to Cognizant, Supplier shall enforce at its expense such warranties and indemnities, if any, on behalf of Cognizant to the extent Supplier is permitted to do so under the terms of the applicable third party software license. Supplier's obligations set forth in this Section 5 are in addition to and not in lieu of Supplier's warranty and indemnification obligations, responsibilities and liabilities with regard to such third party software.

6. TITLE AND RISK

Title to Goods shall pass from Supplier to Cognizant once Goods are accepted by Cognizant. Supplier warrants to Cognizant that there is no restriction on or impediment against the passing of the title in Goods to Cognizant. Supplier agrees that Goods that Supplier is obligated to furnish to Cognizant hereunder shall be the property of, and ownership thereof shall vest in Cognizant.

7. MOST-FAVORABLE PRICE

The price of Goods available to Cognizant shall be no less favorable than the price offered to other customers of Supplier. If at any time during the term of the Agreement, Supplier accords to any other customer more favorable prices, then Supplier will immediately, within ten (10) days of such occurrence, sell Goods to Cognizant at such lesser price and to the extent that Supplier fails to immediately issue such lesser pricing, Supplier shall issue a refund to Cognizant that retroactively applies the more favorable pricing to amounts paid by Cognizant up to the date of the offering of such lesser pricing to any other customer.