

# Accenture Inc Purchase Order Terms and Conditions

## Definitions

"Accenture" means Accenture Inc, having its registered address at 7F Robinson Cybergate Tower 1, Pioneer Street Mandaluyong City.

"Deliverables" means the goods and/or services, as the case may be, detailed in the Purchase Order.

"Intellectual Property Rights" means 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, commercial or confidential information, know how or trade secrets and any other rights of a like nature whether or not registered, and the right to apply for them.

"Purchase Order" means the attached Purchase Order form executed by Accenture requesting the supply of Deliverables.

"Specification" means the specification; description; function; or any other requirements set out in the Purchase Order and attached documents (including drawings or descriptions) and the Supplier's product documentation.

"Supplier" means the person or entity to which the Purchase Order is addressed.

"Conditions" means these Terms and Conditions of Purchase.

## 1. Purchase Order

1.1 The Purchase Order issued by Accenture will set out the Deliverables required by Accenture. Supplier agrees that any and all Deliverables stated in the Purchase Order shall be subject to these Conditions, EXCEPT where Accenture and Supplier have executed a separate agreement specifically applicable to the supply of such Deliverables, such agreement being endorsed by an authorized signatory of Accenture. In case a specific agreement is executed for a particular Purchase Order and/or Deliverables, the terms and conditions provided in that agreement which are inconsistent with these Conditions shall govern the supply of such Deliverables, and shall prevail over these Conditions.

1.2 Subject to Clause 1.1, the parties agree that the Purchase Order together with these Conditions states all of the terms and conditions relating to the Deliverables specified in the Purchase Order, to the exclusion of any other terms and conditions relating to such Deliverables on any other purchase order, confirmation, invoice, payment slip or any other related document, and in particular, those documents issued by Supplier.

1.3 In the event that the Supplier has to design, develop or manufacture goods specified on the Purchase Order specifically for Accenture, the Supplier shall first submit to Accenture a prototype and/or plan of such product for the approval of Accenture. The Supplier must first obtain written confirmation from Accenture that the prototype and/or plans have been accepted and full production of the goods can commence before commencing the work. Accenture will not be liable to reimburse the Supplier for any costs incurred prior to receipt of this written confirmation from Accenture.

## 2. Delivery

2.1 With regard to performance of the Purchase Order by the Supplier, time is of the essence. The Deliverables shall be delivered or performed on the date and at the place specified in the Purchase Order. Supplier shall immediately inform Accenture of any foreseen or foreseeable delay in the delivery or performance of the Deliverables, and secure further instructions from Accenture regarding the delivery or performance of Deliverables.

2.2 Unless expressly agreed otherwise, the Deliverables shall be delivered during Accenture's normal business day. Delivery and any other costs associated with the supply of the Deliverables shall be at the Supplier's own expense, unless otherwise stated on the Purchase Order.

2.3 Accenture's signature on any delivery receipt or other documentation presented for signature in connection with delivery of the Deliverables is evidence only of the number of packages and quantity received by Accenture, and is not evidence of the actual quality or condition of the Deliverables. Notwithstanding this provision, Accenture shall inspect the Deliverables and perform Accenture's acceptance tests without undue delay following the delivery, taking into account the nature of the Deliverables.

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In the event of delay in the delivery or performance of Deliverables by Service Provider not otherwise under the exceptional circumstances provided in this Memorandum of Services, or was not due to a fortuitous event or fault or negligence of Accenture, its employees, representative or agents, Accenture shall be entitled to received penalty in an amount equivalent to 1/10 of 1% of the price of the relevant deliverables as specified in the Purchase Order for each day (i.e. calendar day) of delay but not to exceed ten percent (10%) of the price of the deliverables which is/are delayed, until such performance has satisfactorily fulfilled. It is understood and agreed by both parties the herein penalty for delay shall be limited to delay in the delivery of the product/s only and shall not apply to other Service Provider's non-compliance with the other provisions of this Memorandum of Services. In additional, the Service Provider shall provide an acceptable written explanation to Accenture stating the reason/s for the delay

### 3. Specifications and Rejection

3.1 The Deliverables must in all respects conform with the Specifications. All Deliverables which are in the form of goods must be of sound materials, workmanship, and design (where Supplier is responsible for the design of Deliverables), and the Deliverables must in all respects conform to relevant samples, patterns, prototypes and/or plans accepted by Accenture. All Deliverables which are in the form of services shall be performed in a sound manner and shall be free from all defects, including defects in installation and/ or design (to the extent that Supplier is responsible for the design).

3.2 All Deliverables must pass Accenture's acceptance tests. Accenture shall be entitled to reject all Deliverables that do not meet the provisions of Clause 3.1. If by the nature of the Deliverables any defects or any failure to conform with Clause 3.1 does not or would not become apparent (despite the carrying out of any examination) until after use, Accenture may reject the same even after a reasonable period of use.

3.3 Any Deliverables rejected under Clause 3.2 above must, at Accenture's request, be replaced or reformed as the case may be by the Supplier at the Supplier's expense. Alternatively, Accenture shall have the option to cancel the Purchase Order in whole or in part pursuant to Clause 9 hereof. All rejected Deliverables will be returned to the Supplier at the Supplier's expense. Supplier shall refund to Accenture all payments made for the rejected Deliverables.

3.4 In addition to the Specifications, Deliverables shall comply with the minimum warranties and conditions provided under Section 3, Chapter 4, Title VI (Sales), Civil Code, including the implied warranty of title, warranty against hidden defects or encumbrance, and warranty as to quality or fitness. If the Deliverables fail to comply with the above-mentioned warranties and conditions, the Supplier shall, upon Accenture's request, replace or re-perform the Deliverables at the Supplier's sole expense. Alternatively, Accenture shall have the option to cancel the Purchase Order in whole or in part pursuant to Clause 9 hereof.

3.5 Notwithstanding Accenture's rights under Clauses 3.3, Accenture shall be entitled to return any goods to the Supplier for a full refund within 15 days from date of delivery without incurring any costs or charges whatsoever.

#### 4. Inspection

4.1 The Supplier shall permit Accenture access to its premises at any reasonable time in order to inspect the Deliverables in the course of manufacture, provision or storage. If, as a result of such inspection, Accenture determines that the Deliverables does not meet the Specifications and/or will not comply with the Purchase Order, Accenture shall notify the Supplier in writing and the Supplier shall, as soon as possible, take all necessary steps to ensure compliance. The conduct of inspection or the delivery of notification by Accenture under this Clause shall not relieve the Supplier of its obligations under the Purchase Order.

#### 5. Ownership and Risk

5.1 Ownership and risk over Deliverables shall be transferred from Supplier to Accenture upon delivery thereof pursuant to Clause 2 of this Terms and Conditions. Such passing of ownership and risk shall be without prejudice to any right of rejection of Deliverables under Clause 3 of this Terms and Conditions.

#### 6. Prices and Payment

##### 6.1

6.1 Prices and the currency shall be as specified in the Purchase Order. For the avoidance of doubt, prices quoted in the Purchase Order are exclusive of the Value-Added Tax (VAT), which shall be applied in addition to the prices when applicable. In view of the registration of Accenture with the Philippine Economic Zone Authority (PEZA), sales of goods and services to the PEZA sites of Accenture shall be subject to 0% VAT. In the case of Deliverables which are for the account of Accenture's non- PEZA sites, any VAT due on the purchase shall be billed as a separate item. For the avoidance of doubt, the term "non-PEZA site" of Accenture shall include sites for which the application for PEZA registration has been filed and still pending with the PEZA.

6.2 The prices quoted in the Purchase Order shall not be increased by Supplier, unless agreed upon in writing by Accenture.

6.3 The Supplier shall submit an invoice to Accenture upon delivery of the Deliverables. If Accenture disputes the price(s) or any of the charges in the invoice, Accenture shall immediately notify the Supplier, identifying clearly the disputed items of the invoice. Supplier shall thereupon cancel the original invoice and issue a revised or corrected invoice.

6.4 After receipt of the invoice, or the corrected invoice as the case may be, Accenture shall pay the Supplier in accordance with the payment terms specified in the Purchase Order.

6.5 Supplier shall ensure that all the information stated in the invoices are complete and accurate, and that the specific financial charge codes or job numbers provided by Accenture are indicated therein.

6.6 Accenture agrees to pay the Price to the Supplier on satisfactory and compliant invoices based on the agreed payment term commencing from the date of acceptance of invoice.

6.7 The Supplier shall submit invoice to Accenture within (5) days after date of service or delivery of goods to our Invoice Receiving area located at 1.02 Ground Floor of Cybergate Tower 2, Pioneer Street, Mandaluyong City. Accenture shall not honor any invoice received after three (3) months from date of service or delivery of goods.

6.8 Accenture shall accept submitted invoice that conforms to BIR Revenue Regulation 18-2012.

6.9 Payments shall be settled by way of electronic fund transfer and any inward bank charges shall be borne by the Supplier.

6.10 Supplier shall submit Official Receipt within five (5) business days from receipt of payment advice. To be duly acknowledged by Accenture, issued Official Receipt shall be in conformance with BIR Revenue Regulation 18-2012 and amount reflected therein shall match Accenture payment including any inward bank charges.

6.11 Failure to issue timely and compliant Official Receipts shall enforce Accenture's right to withhold release of succeeding payments to Supplier without need of prior notice or demand.

## 7. Intellectual Property Rights

7.1 Supplier warrants that the sale or use of goods, or the performance or provision of the Deliverables will not violate or infringe any Philippines or foreign copyright, patent, trademark, registered design or any other Intellectual Property Rights.

7.2 Supplier warrants that all Intellectual Property Rights on the pre-existing materials used by Supplier in the provision of Deliverables to Accenture are owned by the Supplier. Notwithstanding the above, the Supplier hereby grants Accenture an irrevocable license to use, copy or modify such pre-existing materials for internal business purposes, free of royalty payments or any other charges.

7.3 The Intellectual Property Rights in all works of authorship developed or created by Supplier in the course of provision of Deliverables ("Project Materials") shall immediately and exclusively vest in Accenture. In the event that the Supplier requests and Accenture grants written consent that the Intellectual Property Rights for specific Project Materials be not assigned to Accenture, Supplier shall grant to Accenture and its affiliates an irrevocable royalty-free license to use, copy or modify the Project Materials, with right to sub-license such Project Materials to third parties for the purposes intended by Accenture upon notice to Supplier.

7.4 Where applicable, the Supplier hereby waives all moral rights (as defined under the Law on Copyright, RA No. 8293) in the Project Materials supplied hereunder in so far as they relate to Accenture and agrees that it has obtained all waivers of moral rights and consents from any employee, agent, subcontractor or other third party necessary to comply with its obligations under this Clause 7.

7.5 Any drawings, specifications, data, documents, and other information provided by Accenture to the Supplier in connection with the Purchase Order and all Intellectual Property Rights therein shall remain the property of Accenture, and the Supplier shall at all times keep confidential all such information. Supplier shall take adequate procedures to protect the secrecy of such drawings, specifications, data, documents, and other information, and shall return the same to Accenture upon completion of the Purchase Order.

## 8. Liability

8.1 Supplier shall indemnify Accenture against any losses, costs and/or liabilities that may be incurred by Accenture as a result of any action, claim or demand that a third party might make by reason of any breach by the Supplier of these Conditions, the warranties and conditions provided under Section 3, Chapter 4, Title VI (Sales), Civil Code, or any other statute relevant to supply of Deliverables.

8.2 Unless expressly agreed otherwise in writing, the Supplier grants a full warranty for the Deliverables for a period of two (2) years commencing on the date when ownership and risk over the Deliverables are transferred to Accenture pursuant to Clause 5 of this agreement.

8.3 Any defective Deliverables must, at Accenture's option, be repaired, replaced or re-performed as the case may be by the Supplier at the Supplier's sole expense. Alternatively, Accenture shall have the option to cancel the relevant Purchase Order in whole or in part pursuant to Clause 9 of this agreement. All defective Deliverables will be returned to the Supplier at the Supplier's expense. Supplier shall refund to Accenture all payments made for the defective Deliverables.

## 9. Cancellation

9.1 If a party is delayed or prevented from performing its obligations under the Purchase Order by Circumstances beyond its reasonable control (including acts of God, war, riot etc.), the performance of such obligations shall be suspended. If it is ascertained that the obligation of one party cannot be completed within a reasonable time after the due date as specified in the Purchase Order, the Purchase Order may be cancelled by the other party.

9.2 Subject to Clause 9.1, Accenture reserves the right to cancel in whole or in part a Purchase Order, or any consignment on account thereof, pursuant to Clauses 2.4 (delay), 3.1, 3.2, 3.3 (defects or failure to comply with Specifications), 3.4 (implied warranties), 3.5 (returned goods), 8.3 (defective Deliverables), and 9.1 (delay) of this agreement. If Accenture cancels the Purchase Order in whole or in part, Accenture shall only be obliged to pay for the Deliverables which were expressly accepted by Accenture. In the event that Accenture is constrained to purchase Deliverables of similar description and quality from a third party, by reason of the cancellation of the Purchase Order, Accenture shall be entitled to claim from Supplier the incremental amount paid to the third party supplier for the purchase of Deliverables.

## 10. ANTI-BRIBERY - Revised Term

10.1 Compliance with Laws. Vendor warrants that it is in compliance with all applicable federal, state and local laws, regulations and standards, including but not limited to, those relating to the design, manufacture, testing, labeling, sale and transportation of the Products, and provision of the Services. Company and its employees shall comply at all times with all applicable laws and regulations of any jurisdiction in which Company acts, including without limitation the U.S. Foreign Corrupt Practices Act ("FCPA") and all other anti bribery laws.

## 11. CODE OF BUSINESS ETHICS - Revised Term

Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Suppliers are expected to act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Supplier Standards of Conduct can be found at [accenture.com/SupplierStandardsOfConduct](https://accenture.com/SupplierStandardsOfConduct).

Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Accenture Business Ethics Line at +1 312 737 8262, available 24 hours a day, seven days a week (you can reverse the charges) or visit the encrypted website at <https://businessethicsline.com/accenture>. You should use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously.

## 12. General

12.1 The Supplier agrees: (a) that it shall comply all applicable data protection and privacy laws and regulations (together, the "Data Protection Laws") in relation to the Purchase Order and other information received from Accenture; and (b) that it shall not, by any act or omission, put Accenture in breach of any of the Data Protection Laws, in connection with the Purchase Order.

12.2 All Purchase Orders and any information disclosed to the Supplier by Accenture in relation to the same is confidential and the Supplier will not divulge or disclose it to any third party or any individual.

12.3 The Supplier shall have in force and maintain at the Supplier's cost such policies of insurance with a Reputable and authorized insurer that give adequate levels of insurance cover in respect of all of the Supplier's liabilities and obligations to Accenture in relation to the Purchase Order, at an amount acceptable to Accenture, and shall, upon request by Accenture, provide evidence of such policies.

12.4 The Purchase Order shall not be assigned, charged, transferred or otherwise encumbered in whole or in part by the Supplier without the prior written consent of Accenture.

12.5 The Supplier shall not be relieved of any of the Supplier's obligations under these Conditions by the Appointment of a subcontractor. The Supplier shall remain primarily liable for the acts or omissions of any Subcontractors it appoints.

12.6 The waiver by either party of a breach or default in any of the provisions of this agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

12.7 If any part of these Conditions are found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of these Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.

12.8 Subject to Clause 1.1, the Purchase Order contains the entire agreement between the parties and supersedes all negotiations, representations (except fraudulent representations) and proposals (written and oral) relating to its subject matter.

12.9 These Conditions or any document or agreement made pursuant thereto may not be amended, modified or waived in any respect whatsoever, except in writing signed by the parties.

12.10 Any person who is not a party to this agreement shall have no rights under this agreement.

12.11 The parties hereby agree that the provisions of Clauses 7, 8, 10.1, and 10.2 hereof shall survive the termination of this agreement.

12.12 The Supplier acknowledges that it is engaged as an independent contractor, and nothing in these Conditions or any Purchase Order shall be deemed or construed to create a joint venture, partnership, or employee/employer relationship between Supplier and Accenture.

12.13 These Conditions and any Purchase Order shall not be an exclusive agreement between the parties. Nothing shall prevent Accenture from procuring services which are the same as or similar to the Deliverables from any third party.

12.14 Each party agrees that it has not been induced to agree to these Conditions by any representation other than that expressly set out herein or in any Purchase Order.

12.15 All aspects relating to the Conditions shall be subject to and interpreted in accordance with Philippine Laws. The parties submit to the exclusive jurisdiction of the local courts.

### 13. Effectivity

13.1 The Purchase Orders issued by Accenture do not require manual signatures, and are presumed to have undergone the necessary approval process. The Purchase Order constitutes a valid offer on the part of Accenture, and shall constitute a binding agreement between the Supplier and Accenture upon acceptance by Supplier pursuant to Clause 11.2 hereof.

13.2 The Purchase Order and these Terms and Conditions shall become valid and binding between Accenture and Supplier upon Accenture's receipt of confirmation and acceptance from the Supplier.

Unless otherwise agreed by the parties, Supplier is obligated to accept the Purchase Order and these Terms and Conditions within two (2) business days after transmittal of the Purchase Order. The Supplier's acceptance of the Purchase Order constitutes confirmation of the availability of Deliverables, and the Supplier's undertaking to deliver the Deliverables within the period(s) stated in the Purchase Order.