



GOODS OR SERVICES PURCHASE ORDER

PURCHASE ORDER SCHEDULE

Cognizant Details	
Company Name:	Company registration number:
Registered Office Address:	

Supplier Details	
Registered Name:	Company/LLP/Charity registration number:
Registered Office Address::	Address for Notices, if different:
Postcode:	Postcode:

Cognizant Contact Details Contact	Supplier Contact Details Contact
Name:	Name:
Position:	Position:
Telephone number:	Telephone number:
Fax number for Notices:	Fax number for Notices:
E-mail address for Notices:	E-mail address for Notices:

Purchase Order Number:	
Effective Date of this Purchase Order:	
Term Date:	
Delivery date of the Goods and/or Services:	
Purchase Order Price:	
Description of the Goods and/or Services:	



PURCHASE ORDER TERMS AND CONDITIONS

Cognizant desires to engage Supplier to perform the Services and/or provide Goods as set out in this Purchase Order. This Purchase Order is governed by the Purchase Order Schedule, Special Terms (if any) and General Terms, which are attached, and as amended from time to time by notice to the Supplier or written agreement of both parties. Capitalized terms used herein and not defined shall have the meanings assigned to such terms set forth in the Purchase Order Schedule.

1. TERM

The term of this Purchase Order shall commence on the Effective Date written above and shall continue unless the earlier of: (a) delivery of Goods and/or Services are completed; (b) all the Services under this Purchase Order are terminated; or (c) the Term Date (each the “**Term**”).

2. PRICING

If the price set forth in the Purchase Order Schedule is incorrect or is not listed, Supplier must notify Cognizant immediately upon receipt of Purchase Order or prior to delivery of Goods and/or Services. The price set forth in the Purchase Order Schedule shall remain binding and valid for the Term of this Purchase Order and no revision shall be applicable unless mutually agreed in writing by Cognizant and the Supplier prior to the delivery of Goods and/or Services.

3. INVOICE; PAYMENT AND TAXES

Unless otherwise specified in this Purchase Order, invoices must reference the number of the applicable Purchase Order Schedule and be received by Cognizant within seven (7) days of completion of Services or delivery of Goods by Supplier and acceptance of such Goods and/or Services by Cognizant. Supplier shall make requests for payment in the form of periodic invoices and in the manner prescribed by Cognizant. Supplier invoices must include supporting documentation, as reasonably required by Cognizant, and contain invoice numbers, invoice dates and a description of the Services or items, quantities, and unit prices for all Goods and/or Services invoiced. Incorrect or incomplete invoices will not be paid by Cognizant.

Payment shall be due within ninety (90) days’ net of the date of an accurate invoice.

Notwithstanding anything contained in this Purchase Order, Cognizant shall (without prejudice to any of its rights and remedies), be entitled to withhold and set off the amount payable to Supplier under any invoice.

All sales, value added, goods and services and other similar consumption taxes (“Tax” or “Taxes”), if any, imposed on the Services and Deliverables shall be deemed to be in addition to the fees charged, and borne solely by Cognizant (excluding all other taxes, duties, levies and imposts which may include Supplier income taxes and taxes on Supplier’s gross income). Cognizant may provide documentation to reduce or eliminate Taxes, where applicable, and Supplier shall accept valid documentation, where provided.

Supplier shall separately list all applicable Taxes on its invoices to Cognizant. In cases where Taxes include VAT or where otherwise required by law, Supplier shall provide a properly formatted tax invoice for VAT purposes pursuant to applicable law, which shall include the invoicing entity’s VAT registration number. Supplier represents that it is properly registered to collect and remit Taxes where applicable or shall become properly registered prior to the raising of an invoice to Cognizant.

Supplier is responsible for all penalties and interest due to its negligence or willful misconduct in collecting and remitting Taxes. If Cognizant is required to deduct or withhold any tax on payments under applicable law, Supplier shall receive payment net of such tax. Cognizant will provide commercially reasonable evidence of the withholdings to allow for any credit of tax, if applicable, for Supplier. All withholding tax amounts shall satisfy any outstanding liabilities owed to Supplier. Cognizant shall not gross-up any payments to Supplier for withholding taxes legally required to be made.

Supplier shall provide Cognizant with a valid withholding tax certificate (e.g., Form W-9, Form W-8BEN-E) prior to the raising of an invoice to Cognizant.

4. GOVERNING LAWS

This Purchase Order shall be governed by and interpreted in accordance with the laws of _____. The parties agree that the courts of _____ shall have sole jurisdiction over any dispute.



<p>Purchase Order is duly authorised for and on behalf of Cognizant:</p> <p>Signed Name Position Date</p>	<p>Duly authorised for and on behalf of the Supplier: I have read, understood and accept the terms of this Purchase Order:</p> <p>Signed Name Position Date</p>
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