

General Terms and Conditions

1. Vendor shall provide the services to Iron Mountain as per its requirement
2. If the Vendor fails to give services within the stipulated time, Iron Mountain will deduct an amount as penalty as mentioned in the Purchase Order.
3. The System down time should not exceed 48 hours from the time the complaint is made. If the down time is more than 48 hours, Vendor should provide a standby system. Vendor agrees that in case, the system is not repaired or standby system is not provided within the stipulated time Iron Mountain may choose to get the same repaired or replaced from any other Agency and the actual cost incurred shall be borne by the Vendor.
4. If required the vendor shall provide Iron Mountain all necessary equipment for providing services as per this Purchase Order at no extra cost.
5. All parts/spares will be genuine and original.
6. Vendor has to follow Iron Mountain's Code of Conduct. If in any event the vendor is found guilty in following the code of conduct, Iron Mountain shall have the right to terminate the Purchase Order without giving any notice and will not be held liable for any loss or damage to Vendor.
7. All personnel of the Vendor have to carry their photo identity card issued by Governing Authority along with the ID card issued by the Vendor
8. Vendor has to sign a Vendor Registration Form, Non-Disclosure Agreement & Compliance Certificate.
9. Vendor and all its personnel will abide by the policies of Iron Mountain while performing its services at Iron Mountain premises.
10. It is the responsibility of the Vendor to provide us with their best services/ goods/works to Iron Mountain.
11. All taxes, levies must be included in the Purchase Order. It is the Vendor's responsibility to pay all required taxes, levies, statutory payments for performing services/ manufacturing Goods. Iron Mountain shall not be held liable for nonpayment of taxes, levies and other statutory dues. Iron Mountain may terminate / modify this Purchase Order by giving 7 days' notice to vendor.
12. Vendor shall at all-time indemnify & hold harmless Iron Mountain against any action or claim, loss or damage caused arising out of this Purchase Order.
13. This Purchase Order is on principal-to-principal basis and does not create any employer, employee, or principal agent partnership associate relationship between Iron Mountain and vendor and its employee agent and representative.
14. If there is any conflict between the terms and conditions of any documents (except AMC), the terms and condition of this Purchase Order shall supersede. If there is any AMC, terms and condition of this Purchase Order will read in conjunction with AMC.
15. This Purchase Order shall be constructed in accordance with laws of India and for all purposes; the Court of Mumbai alone shall have exclusive Jurisdiction.
16. Code of Ethics. Vendor shall comply with Iron Mountain's Code of Ethics and Business Conduct, which is available at www.ironmountain.com/code.
17. Anti-Bribery and Anti-Corruption. Vendor shall comply with all applicable laws and regulations on bribery, corruption, and prohibited business practices. Subject to all applicable laws, Vendor has not and shall not offer, promise, make or agree to make any payments or gifts directly or indirectly to anyone for the purpose of influencing, or inducing anyone to influence decisions in favor of, Iron Mountain or any of its subsidiaries or affiliates business or reputation of Iron Mountain.

IRON MOUNTAIN INDIA PRIVATE LIMITED

(CIN: U72400MH1998PTC117073)

An ISO 9001:2008 Certified Company

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