



ATLBATTERY TECHNOLOGY (INDIA) PRIVATE LIMITED

CIN No. U31900HR2020FTC084891
GST No. 06AATCA2028A2Z2

Plot No.197, Sector4, Phase-II, HSIIDC,Bawal,Rewari,Haryana
Plot No. EP-1, Sector-20, IMT Sohna, District-Nuh, Haryana Zipcode : 122103
Tel: +91-1284-263802

PO



Vendor:	CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED (CO00005888)	PO NO / Ver:	4500892973	V1	Issue Date:	2024/07/18 13:48:30
Address:	NO.1877, 31ST CROSS, 10TH MAIN, 1ST FLOOR, BANASHANKARI 2ND STAGE, BANGALORE 560070 KARNATAKA	Delivery:	空运		PurchPool:	EQ
Attn:	Jenny Jiang e-mail:atl2.in@mgcorp.com	Delivery terms:	Delivery To ATLI		Tax Type:	IGST
		Header Note:				
Ship to:	Plot No. EP-1, Sector-20, IMT Sohna, District-Nuh, Haryana	Invoice to:	Plot No. EP-1, Sector-20, IMT Sohna,District-Nuh, Haryana			

GST No: 29AAGCC1283L1ZC

Item No.	ATL	Item name	Qty	Unit	Unit Price	Price Unit	Net Price	Tax Rate	Tax	Amount	Type	Delivery date
	Ver/DWG/Model	Width&Item Specification										Confirmdate
1	IXG2-WLXT-0090 /	网络系统 资讯设施(I);Fortinet;防火墙、交换机;详见技术规格书;FS-1048E ; FS-148F ; FS-124F-F-POE;Sohna园区网络建设;	1.000	EA	85139399.6	1	85139399.66	18%	15325091	100464491.60		2024/09/30

SAY: ONE HUNDRED MILLION FOUR HUNDRED SIXTY-FOUR THOUSAND FOUR HUNDRED NINETY-ONE R SIXTY INR 100464491.60

Remark : You should sign the confirmed Purchase Order in two working days after received it.

Buyer: Romi 2024/07/15	Vendor Notes	Vendor Sign and Date
Manager: GUAN ZEMIN 2024/07/18	1. This Purchase Order ("PO") shall include "Terms and Conditions of Purchase", upon acceptance of this PO, Seller shall be bound by the "Terms and Conditions of Purchase" and the attachment(s) issued by Buyer together with this PO. 2. For any late delivery of products, a penalty charge will be imposed on Seller by Buyer at a rate of 0.5% of the total amount of the PO per each delayed day; Buyer shall also be entitled to terminate or cancel the PO in part or in whole without any liability to Seller. 3. Seller represents, warrants and covenants that products shall not infringe any trademarks, copyrights, patents, trade secrets and other intellectual property rights of others and Supplier shall be fully responsible to Buyer for any loss, damages, expenses and fees that it incurs or suffers due to Supplier's breach of this warranty. 4. No modification or amendments of this PO shall be binding on either party unless made in writing and signed by the parties. 5. Should there be any discrepancies between this PO and the purchase (or sales) agreement mutually signed by both parties, the latter shall prevail.	
Payment Terms: (停用)预付30% , 货到付40% , 货到60天付30%		Vendor Bank: ICICI BANK LTD
Supplier Complaints Hotline:0593-2582744		Account number: 000205026541
Supplier Complaints Email:SRC-pco@ATLBattery.com		

**Terms and Conditions of Purchase**

The Purchase Order ("PO") shall include "Terms and Conditions of Purchase", totally seventeen (17) sections, indicated hereof below. Any objection to the PO by Seller shall be submitted by Seller to Buyer in writing within three (3) business days, and any change to the PO shall be subject to mutual written agreement of both parties. Notwithstanding the foregoing, the PO shall be deemed to be fully recognized and agreed by Seller if (i) Seller confirms the PO; (ii) Seller does not make any response to Buyer within three (3) business days upon receipt of the PO; or (iii) Seller performs the delivery of products in part or in whole.

Terms and Conditions of Purchase

1. Should there be any discrepancies between the PO and the purchase (or sales) agreement mutually signed by both parties, the latter shall prevail.
2. Unless otherwise agreed by both parties in writing, the delivery notes and written payment requests provided by Seller shall indicate the concerned PO numbers and part numbers of Buyer. Otherwise, Buyer shall be entitled to reject the corresponding payment request without any liability to Seller.
3. Seller shall ensure that all the ordered products are properly packed and given numbers on every pack and package. Products with different part numbers shall be separately packaged and marked with respective PO numbers, part numbers of Buyer, and any other items requested by Buyer. Otherwise, Buyer shall be entitled to reject the products or Section 11 shall apply.
4. The PO is issued by Buyer based on Seller's price quotation; unless otherwise agreed by both parties in writing, Seller shall not increase the price or reject the PO placed in accordance with Seller's price quotation. If the product price is reduced by Seller prior to delivery of products, Seller agrees to invoice Buyer at the lowest applicable price. If there is any price discrepancy resulting from any breach of the above, Seller agrees that Buyer may deduct such price discrepancy from any amount payable to Seller and Seller shall make up the deficiency if any. Besides, unless otherwise specified in the PO, the prices of products hereof are inclusive of any and all other costs/expenses (including, without limitation, the expenses of transportation, labeling, tariffs, warehousing, insurance, packing, container, etc.).
5. Seller shall deliver the products on time in accordance with the PO and any late delivery shall constitute Seller's material breach of the PO. Unless otherwise agreed by both parties in writing, the risk of loss to the products shall be borne by Seller before Buyer's acceptance of products in accordance with Section 6 below. Without Buyer's prior written consent, Seller shall not perform any partial or advance shipment of products. If the delivery of products is likely to be delayed, Seller shall immediately inform Buyer in writing and change the transportation method upon Buyer's request and any associated costs and expenses shall be borne by Seller. For any late delivery of products, a penalty charge will be imposed on Seller by Buyer at a rate of 0.5% of the total amount of the PO per each delayed day; Buyer shall also be entitled to terminate or cancel the PO in part or in whole without any liability to Seller. Seller shall indemnify and hold Buyer harmless from and against any and all losses and damages resulting from late delivery (including, without limitation, the attorneys' fee).
6. All delivered products shall be inspected under Buyer's product inspection criteria. For all delivered products rejected and returned by Buyer, Seller shall, at Buyer's sole option, refund or replace rejected products and all the associated costs and expenses shall be borne by Seller in this case.
7. Seller represents, warrants and covenants that : (i) Seller has good and full title to any products ordered hereunder; (ii) Seller shall not cease supplying any product to Buyer unless the end-of-life of such product is officially announced in public; (iii) products shall be new, free from defect, conformed to the specifications stated in the PO and in compliance with all associated industry standards; (iv) products shall be in full compliance with all applicable laws, rules, orders or regulations, including, without limitation, laws related to safety, health and hygienic, environmental protection, etc.; (v) products and/or their packaging will not cause any health and/or safety risk(s), in the event that Seller is aware of said risk(s), or has any reason to believe that products and/or their packaging could present said risk(s), Seller shall notify Buyer in writing immediately. (vi) products shall be fit for Buyer's intended purposes of use and manufacturing; (vii) products are packaged and marked appropriately, and also conformed to the descriptions stated on packages; (viii) products shall be conformed to the samples or prototypes provided by Seller; (ix) products shall not infringe any trademarks, copyrights, patents, trade secrets and other intellectual property rights of others; (x) Seller has not induced any director, officer, employee, agent, or representative of Buyer to sign a purchase agreement or to make undue influence under direct or indirect engagement or commitment of bribery, provision of commission, brokerage, kickback, gratuity or other undue benefits; (xi) Seller shall fully comply with RBA Code of Conduct, Social Accountability 8000 International standard, Universal Declaration of Human Rights, Foreign Corrupt Practices Act, ISO 14001, ISO 45001 and The OECD Practical Action for Worst Forms of Child Labor (WFCL) in Mining, Sections; (xii) in the event any product and/or its related technologies and documents are subject to control under any import, export and/or trade laws and/or regulations, which may impose Buyer and/or its designated consignee the obligation to obtain related licenses for receiving, using, selling, importing, exporting, transferring or other disposing the product, Seller shall, prior to the shipment of the product, notify Buyer and its designated consignee in writing of such requirement, and provide related information, including but without limitation to Export Control Classification Number ("ECCN") and Commodity Classification Automated Tracking



System ("CCATS") code. In addition, Seller shall mark ECCN and/or CCATS codes on related invoices, packing lists, packs and packages; and (xiii) Seller shall fully comply with and perform all the terms and conditions of the PO.

Seller shall keep confidential and otherwise protect from disclosure all information obtained from Buyer in connection with Buyer's PO and identified as confidential or proprietary ("Confidential Information"). Unless otherwise expressly authorized herein or by Buyer, Seller shall use all Confidential Information only in the performance of and for the purpose of Buyer's PO. Seller shall protect the Confidential Information by using the same degree of care Seller takes to protect its own confidential information, but no less than a reasonable degree of care, to prevent from the unauthorized use, disclosure, dissemination or publication of the Confidential Information, and return Buyer on request. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale, or use of the goods/services covered by Buyer's PO shall be deemed to have been disclosed by Seller as a part of the consideration for Buyer's PO, and Seller shall not assert any claim against Buyer by reason of Buyer's use thereof. Seller's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order. Seller shall not make or authorize any news release, advertisement, or other disclosure which shall deny or confirm the existence of any order without the prior written consent of Buyer, except as may be required to perform the order.

8. Unless otherwise agreed by both parties in writing, the warranty period shall be one (1) year starting from the date of Buyer's acceptance of products in accordance with Section 6. During the warranty period, Seller shall provide warranty services to Buyer free of charge and be liable to all the associated freights; in case of any product defect or non-conformance of product specification, Seller shall perform repair, replacement, or refund upon returns immediately upon Buyer's demand. Seller agrees to provide out-of-warranty services for the products.

9. Buyer shall be entitled to change any part of the PO orally or in writing before delivery of products, including, without limitation, the products' drawings, designs, specifications, materials, packaging, time and place of delivery, and transportation methods. The said change shall be deemed to be accepted by Seller if written objection is not sent to Buyer by Seller within two (2) days upon its receipt of Buyer's notification.

10. Without Buyer's prior written consent, Seller shall not assign, transfer or subcontract the PO in part or in whole (including, without limitation, any claims of debt and all other rights and obligations) to any third party.

11. The parties agree that Buyer may cancel or terminate this PO in part or in whole prior to the delivery date without any liability to Seller. In the event of any default or breach of PO by Seller, Buyer shall be entitled to cancel or terminate this PO in part or in whole without any liability to Seller.

12. Without Buyer's prior written consent, Seller shall not disclose any and all the information (including, without limitation, the products' drawings, designs, specifications, materials, packaging, time and place of delivery, transportation methods, etc.) to any third party or use any such information for any purposes other than Seller's performance of the PO.

13. If Seller has become aware of any circumstances that there is a likelihood of the products as indicated in the PO not being offered for sale to or for Buyer for any reason, Seller shall forthwith notify Buyer of the relevant circumstances and give Buyer a minimum twelve (12) months prior written notice. Seller shall promptly make the best alternative supply arrangement with Buyer for the supply of any discontinued products, and provide written report to Buyer on the level of inventory and production conditions in respect of the discontinued products.

14. In the event that Seller breaches or fails to comply with any terms of the PO, Seller shall compensate Buyer and/or its affiliates for any and all losses and damages resulting from such breach or failure. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, legal proceedings, liabilities, losses, damages, costs and expenses, including, without limitation, the attorneys' fee, in the event of (i) any infringement of copyright, patent, trademark, trade secret or other intellectual property rights of any third party in connection with the products of Seller; or (ii) any violation of applicable laws, regulations, rules or ordinances by Seller or the products of Seller.

15. Buyer shall have the right, at its sole discretion, to offset any payment obligation (including but not limited to penalty or damages amount) from Buyer to Seller against any payment obligation from Seller to Buyer.

16. Except as set forth in Section 1 of the PO, the PO constitutes the entire agreement with respect to the subject matter hereof between Seller and Buyer. Without Buyer's prior written consent, any modification or changes to the PO by Seller shall be void and null.

17. Both parties agree that if (a) Seller is incorporated in accordance with the laws of the People's Republic of China ("PRC"), or (b) Seller's affiliate is incorporated in accordance with the laws of PRC and such affiliate agrees to bear joint and several liability with Seller or issue a guarantee bond to Buyer, for any of Seller's performance or non-performance under the PO and/or the purchase (or sales) agreement and/or other applicable agreement mutually signed by the parties, or provide any guarantee to Buyer of the similar nature therein, the PO shall be interpreted and construed in accordance with the laws of the People's Republic of China, regardless of its rules of conflict of laws. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the PO or the validity or the breach thereof shall be submitted to the people's court in the place of signing of the PO; and all litigation costs, attorney's fees and other fees arising therefrom shall be borne by the losing party. Place of signing of the



PO: 1 Xingang Road, Zhangwan Town, Jiaocheng District, Ningde, Fujian.

Otherwise, the PO shall be interpreted and construed in accordance with the laws of India, regardless of its rules of conflict of laws. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of the PO or the validity or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and Rules and Regulations made thereunder. The number of arbitrators shall be three and shall be appointed in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be New Delhi. The arbitration shall be conducted in English language. The arbitration award made in pursuance thereof shall be final and binding on the parties, and may be entered into any court having jurisdiction or application, and may be made to such court for an order of enforcement. Notwithstanding the foregoing, either party has the right to apply to any court of competent jurisdiction for preliminary injunctive relief and/or provisional attachments, pre-arbitral attachments, order of specific performance, as may appear reasonably necessary to preserve the rights of either party. The application by either party to a judicial authority for such measures shall not be deemed to be an infringement or a waiver of the arbitration clause and shall not affect the relevant powers reserved to the arbitration tribunal.