

PURCHASE ORDER

Vendor Code: V10052 <b>CONNECTIVITY SOLUTIONS</b> NO. 1877, 1ST FLOOR, 31ST CROSS, "10TH MAIN, BANASHANKARI 2ND STAGE" BANGALORE-560070 , India Contact Person : Ifthikar Contact No.: +91-98448990700 Email:	Purchase Order Number <b>NTTPO17/60072</b>	Dated <b>5/6/2017</b>															
	Terms of Delivery	Mode/Terms of Payment <b>Net-30</b>															
	Sales Order Reference. 6135	Vendor Reference(s)															
Bill To <b>NTT Communications India Pvt Ltd.,</b> 133,"The Residency" 5th Floor, Residency Road, Bangalore - 560 025 Karnataka, India Phone: +91-80-41499150 Email: procurement@nttcomindia.com	Ship To NTT Communications India Pvt. Ltd. C/o Netmagic Solutions Private Limited. 88/A, S V R Platina, Adjacent to K S S I D C Complex, Electronics City Phase 1, Bengaluru – 560100																
<table border="1"> <thead> <tr> <th>#</th> <th>Item Code</th> <th>Description of Goods</th> <th>Qty</th> <th>Rate</th> <th>UOM</th> <th>Tax</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Modem-Ext-OOB</td> <td>External Model Multitech V92 for OOB Access (MT5656ZDX) with accessory kit</td> <td>1.00</td> <td>8839.04</td> <td>Nos</td> <td>VAT@5.5</td> <td>INR 8839.04</td> </tr> </tbody> </table> Amount in Words : <b>Rupees Nine Thousand Three Hundred Twenty-Five And Nineteen Paisa Only</b>	#	Item Code	Description of Goods	Qty	Rate	UOM	Tax	Amount	1	Modem-Ext-OOB	External Model Multitech V92 for OOB Access (MT5656ZDX) with accessory kit	1.00	8839.04	Nos	VAT@5.5	INR 8839.04	Sub Total INR 8839.04 Discount INR 0.00 Freight INR 0.00 Octroi INR 0.00 Tax Amount INR 486.15 Rounding INR 0.00 Total INR 9325.19
#	Item Code	Description of Goods	Qty	Rate	UOM	Tax	Amount										
1	Modem-Ext-OOB	External Model Multitech V92 for OOB Access (MT5656ZDX) with accessory kit	1.00	8839.04	Nos	VAT@5.5	INR 8839.04										
Owner Name:- Jayaraman S <u>Remarks:-</u> 1. Based On Sales Orders 6135. Payment Net 30 days. Freight/Octroi payable only upon actuals. 2. "For any future correspondence we kindly ask you always to state the Purchase Order Number <b>NTTPO17/60072</b> on all order confirmations, delivery notes and Invoices." 3. This Order is subject to the terms and conditions as agreed with your resp. printed in supplementary sheets with this Purchase Order.																	
VAT No. : 29961109358 Service Tax No. : DL-I/ST/Con. Engg./NTTC/1519/2005 Service Tax Code : AACCN1792KST001 Income Tax Permanent Account No.: AACCN1792K CST No. : 29961109358 Registered Office: 110/44-F9, Kishangarh, Vasant Kunj, New Delhi-110070 , CIN: U00075DL2005PTC140544, Website: www.in.ntt.com				 for NTT COMMUNICATIONS INDIA PRIVATE LIMITED Authorised Signatory													

This is a Computer Generated Purchase Order

Page 1 of 2

Acknowledgement from Vendor:-

Accepted By \_\_\_\_\_ on \_\_\_\_\_ date

Acceptor Signature \_\_\_\_\_ Vendor Tracking No.(if applicable) \_\_\_\_\_

## Terms & Conditions of Purchase.

### 1. Scope

This Purchase Order shall constitute the contract. No verbal agreements amending the terms of this contract are valid unless both the Purchaser and the Vendor duly confirm them in writing.

### 2. Packing

Goods processed and supplied against this order must be properly packed and dispatched conforming to special instructions, if any given for safe transport by road/rail/air/water to the specified destination.

### 3. Price

The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specially in writing by the purchaser and shall be inclusive of packing and free delivery at Purchaser's warehouse/works or any place specified in the order.

### 4. Delivery

DELIVERY TIME IS THE ESSENCE OF THIS CONTRACT and must be strictly adhered to. If the Vendor fails to deliver the goods in time, the purchaser may, at its sole discretion:

- a) Treat the order as cancelled at any time and recover any loss or damage from the Vendor OR
- b) Purchase the goods ordered or any part thereof from other sources on the Vendor's account, in which case the Vendor shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer OR
- c) Accept the late delivery, subject to deduction in payment of 1% of total contract price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 10% of the contract price.

### 5. Order & Confirmation of Order

The purchaser may cancel the order if the Vendor has not confirmed acceptance of the order confirmation in writing within two weeks of receipt. If the terms of the confirmation vary from the terms of the order, the Purchaser is bound by the General terms & conditions of the Vendor only to the extent that these are in accordance with the Purchaser's own General Terms and Conditions or if the Purchaser agrees to such in writing. The acceptance of deliveries or services as well as payments do not constitute such agreement.

Any amendments or additions to the order shall only be effective if the purchaser confirms such in writing.

### 6. Force Majeure

The Purchaser shall be under no liability for failure to accept the deliveries of goods, if such acts of failure are due to any act of God, fire, earthquake, floods or any natural calamities or transportation embargoes civil commotion, riots, violence acts of terrorists, state enemies or any other similar reason or circumstances beyond the control of the Purchaser. Such occurrences shall be informed in writing by the Vendor.

### 7. Examination/Rejection of Goods

All equipment and software should be supplied with original warranty & license agreement from the manufacturer. In case of software the unique license key number must accompany the license. The Vendor shall be responsible for the replacement of any rejected items as per the time frame given.

### 8. Product Warranty

The said product processed and delivered by the Vendor shall be made out of goods quality bought out components/materials, as acceptable to the Purchaser and it should have standard/excellent workmanship.

### 9. Bills/Challan

The bills & supplies must be submitted in triplicate duly bearing the Vendor's sale tax registration numbers, supported with the required forms as specified in the Purchase Order and showing the description of material, Serial Numbers, Quality, Purchase Order No. Vendor code No. Challan No. & date, GRN Number with date, Excise duty gate pass number with date, and value wherever applicable. The bill must be accompanying the materials/goods should indicate the Purchase Order No. and date, gate pass No. date & value etc. whenever applicable.

### 10. Payment

Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per the terms stated in the Purchase Order. Payment falls due after the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt the bills, whichever is later. Bills should be submitted within 4 days from the date of delivery. The purchaser shall at all point of the time have all rights to deduct from any unpaid bills, debit notes falling due in case any material/goods are rejected on line and/or any claims for deductions are raised on the Vendor.

### 11. Dispute resolution

All disputes are subject to jurisdiction in Delhi Courts only.