

**Kellogg India Pvt Limited**

1001 - 1002, 10th Floor  
 Hiranandani Knowledge Park  
 Hiranandani Business Park  
 Powai, Mumbai - 400076, India  
 Tel : +91 22 4298 5000  
 Fax : +91 22 4298 5008  
 CIN : U15490MH1990PTC058489



**PURCHASE ORDER**

No. CDI 3838084  
 Date 01-JUL-20

Please mention this purchase order no. on all challans, invoices, acknowledgements etc.

**To:**  
**Connectivity IT Solutions Pvt Ltd**

3rd Floor, No.1877  
 Gangothri, 31st Cross  
 10th Main  
 Banashankari 2nd Stage India  
 Bangalore Karnataka 560070  
 GST Reg No : 29AAGCC1283L1ZC  
 State Code 29  
 Tel: 9964196602 Fax:

Ship To	Kellogg India Private Limited C/o Kellogg India Private Limited 1001 -1002, 10th Floor, Hiranandani Knowledge Park, Hiranandani Business Park, Powai Mumbai, MH Postal Code 400076 GST Reg No : 27AAACK1748A2ZY State Code :
Bill To	Kellogg India Private Limited C/o Kellogg India Private Limited 1001 -1002, 10th Floor, Hiranandani Knowledge Park, Hiranandani Business Park, Powai Mumbai, MH Postal Code 400076 GST Reg No : 27AAACK1748A2ZY State Code:

**Delivery Date**

S. No. Description	HSN No/Qty SAC No	Unit	Rate INR	SGST/UTGST Rate Amt	CGST Rate Amt	IGST Rate Amt	Amount INR
1 SUPENG8TB1R-Support: Renew year of Gold-level support for 8 TB Gold license-AMC (28-Sep-18 to 28-Sep-2020)- 2 Years	9983	2 EA	67193.40			18.00% 24189.62	134386.80
2 SUPENG16TB1R-Support: Renew year of Gold-level support for 16 TB Gold licens-AMC (28-Sep-18 to 28-Sep-2020)- 2 Years	9983	2 EA	67193.40			18.00% 24189.62	134386.80

**Other Terms (If any)**

Taxes:- 18% Extra on Actuals  
 Quote No. :- CS-SQ-BLR-2020-21-000129

Delivery: Immediately  
 Payment Terms :- within 45 Days from the day of Invoice  
 AMC Period:-28-Sep-18 to 28-Sep-2020)- 2 Years

**TOTAL** 4 **48379.24** **268773.60**

PAN : AAACK1748 A ECC No : AAACK1748 A XM001 This Purchase Order (PO) is governed by and is subject to the Kellogg Standard Terms and Conditions of Purchase (Terms) attached to/incorporated in the PO by reference. Special conditions may be mentioned separately.	<b>SUB TOTAL</b>	268773.60
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Payment Terms	45 Days Credit
Ship Via	
Delivery Terms	

**Other Tax:**

<b>Correspondence Address</b> <b>1001 - 1002, 10th Floor</b> <b>Hiranandani Knowledge Park,</b> <b>Hiranandani Business Park</b> <b>Powai, Mumbai - 400076, India</b>	<b>Grand Total in INR</b> 317152.84 <b>Total PO Value In Words :</b> Three Hundred Seventeen Thousand One Hundred Fifty-Two Rupees And Eighty-Four Paise Only This Purchase Order is system generated document and does not require any signature
6705 02-JUL-20	Page 1 of 2

## KELLOGG TERMS & CONDITIONS OF PURCHASE

Kellogg Terms & Conditions of Purchase ("Terms") govern the purchase orders, issued by Kellogg India Pvt. Ltd. ("Kellogg), to which these Terms are attached to and/or are incorporated therein by reference ("PO"). The PO and the Terms are to be read together at all times.

1. ACCEPTANCE OF PO. The party to whom the PO is issued to ("Supplier") is deemed to have accepted the PO upon (i) acceptance of the PO or (ii) expiry of two (2) business days from date of the PO, whichever is earlier.

2. VARIATION. Kellogg may at any time, in writing, vary the quantities delivery date relating to the Goods and / or Services covered under the PO.

3. PRICE AND TAXES. Kellogg will pay Supplier the price as set out in the PO. Unless otherwise provided in the PO, the price is inclusive of all taxes and the Supplier will pay all transportation and transit insurance charges.

4. INVOICE AND PAYMENT. Kellogg will pay the Supplier against a valid tax invoice to be issued by the Supplier per terms of the PO, subject to any reduction for set - off or counter claim that may be made by Kellogg on any account whatsoever, arising out of this PO or otherwise, and deduction of withholding taxes, if any. Kellogg will pay undisputed amounts in any correctly rendered tax invoice within the time period stipulated in the PO.

5. ACCEPTANCE. All risks of loss or damage in transit or transit delays will remain with the Supplier until Kellogg's acceptance. Kellogg will receive all Goods/Services subject to its rights of inspection and rejection. Payment by Kellogg for and/or the acknowledgement of receipt of Goods/Services shall not constitute or be deemed to constitute any acknowledgment by Kellogg as to the adequacy and acceptability of the Goods / Services nor shall it constitute acceptance or acknowledgement of the quantity thereof or their compliance with specifications as per the PO nor shall it constitute a waiver of any requirements under the PO. Any rejected Goods / Services shall be returned at Supplier's expense, and Supplier shall be liable to Kellogg for any other expenses incurred by Kellogg in connection with such return. All Goods / Services will be received by Kellogg subject to its rights of inspection and rejection. Passing of title and risk in the Goods does not affect any other right that may accrue or have accrued to Kellogg, whether in law or under the PO, and does not constitute nor shall it be deemed to constitute any admission by Kellogg as to the fulfilment of the performance obligations of Supplier.

6. PACKING AND SHIPPING. All Goods must be shipped in terms of the PO and must be properly packed, marked and shipped in accordance with all relevant laws and industry codes of conduct and in a manner so as to avoid damage / tampering / pilferage during delivery, collection, loading and unloading. Kellogg will not accept dangerous Goods and hazardous substances unless Material Safety Data Sheets are provided with the shipment. Where appropriate (including without limitation the supply to Kellogg of all new, second - hand and modified plant and equipment ) or when requested by Kellogg, Goods / Services must be accompanied by adequate information relating to occupational health and safety and risk management including without limitation a risk assessment report in respect of such Goods / Services. This information must be in plain English and may be contained in user manuals or instructions (in a form required by Kellogg).

7. GENERAL WARRANTIES. The Supplier warrants that (i) Goods / Services shall meet and comply with any specifications provided in the PO; (ii) Goods are of merchantable quality and are fit for the purpose for which they are sold and are free from defects and are free of any risk of defect in material, workmanship or design; (iii) Services will be rendered with due care and skill and (together with any materials supplied with the Services) will be fit for the purpose for which they are supplied and are free of any defects; (iv) Goods are new (unless otherwise specified); (v) Goods / Services comply with all laws, rules, regulations and, recognized International and Indian standards and industry standards and codes of practice and other requirements in any way affecting or applicable to the manufacture, sale, packaging, handling, storage and transportation of the Goods and supply of the Service; (vi) Goods / Services are free from lien or encumbrance, and Supplier has good marketable title to them; (vii) none of the Goods/Services infringe any intellectual property rights of any third party; and (viii) Supplier will always act in strict compliance with all applicable laws and regulations while executing/performing its obligations under the PO. In the absence of exact specifications, all Goods and all materials furnished with Goods or as part of or as ancillary to the Services shall be of the highest grade and best quality, and the Services shall be performed in a professional and first-class manner best suited for their intended use and purpose.

8. BREACH. Goods/Services supplied or rendered not in accordance with the terms of the PO will amount to breach of the PO and the PO, and Kellogg may avail itself of any and all remedies available to it including, but not limited to, (i) cancellation of the PO, in whole or in part; (ii) rejection and return to Supplier the Goods/Services, at Supplier's expense whether previously accepted or not; (iii) replacement from other sources of the Goods/Services covered by the PO at the cost of the Supplier; (iv) retention of the Goods / Services and their repair / rectification at Supplier's expense; and (v) re - execution by the Supplier of any defective or unsatisfactory Services. Goods rejected shall be repaired and or replaced (at Kellogg's election) by the Supplier and the Supplier will be responsible for all risk and costs associated with such repair and or replacement, including costs for labor, parts or carriage/transport. These rights and remedies are in addition to other remedies available under law or at equity.

9. OWNERSHIP. In the event Kellogg provides any materials to the Supplier [such moulds, dies, tools, special fixtures, jigs, patterns, models or the like, photographic negatives, printing artwork or plates, copyrightable material, patents, trademarks etc. ("Materials")] to enable the Supplier to supply/render the Goods /Services under the PO, the absolute ownership of such Materials remains and vests solely with Kellogg and the Supplier acquires no rights, title or interest in the Materials. Supplier may only use such Materials as necessary to perform its obligations under the PO and (i) shall be responsible for maintaining the Materials in proper working order subject only to normal wear and tear where applicable; and (ii) upon delivery of the Goods or the completion of provision of the Services pursuant to the PO, shall promptly return and account to Kellogg for any and all Materials. Supplier acknowledges that all intellectual property (including all copyright throughout the world) in any works and other deliverables (however embodied) created by the Supplier using, howsoever, the Materials provided by Kellogg in the course of supply of the Goods / Services ( including in the Goods themselves) or otherwise for the purposes of the PO ("Deliverables") is the property of Kellogg. The Supplier hereby assigns to Kellogg all its rights including any intellectual property (including all copyright throughout the world) in the Deliverables to Kellogg and shall execute all documents and do all things reasonably required by Kellogg to perfect such assignment in favour of Kellogg and will ensure that it obtains from all individual creators of such Deliverables consents to all acts in respect of such Deliverables that may otherwise constitute infringements of such creators' moral rights. Where the Supplier engages a third party to create any such Deliverables, the Supplier will procure assignment by such third party to Kellogg of all intellectual property in all such Deliverables and will ensure that such third party has obtained from all individual creators of such Deliverables consents to all acts in respect of such Deliverables that may otherwise constitute infringements of such creators' moral rights.

10. INSURANCE. Supplier will obtain and maintain at its expense during the term of this PO and will name Kellogg as an additional insured for the required coverage, all insurance coverage required by law as well as appropriate insurance coverage to protect against any and all claims or liabilities that may arise directly or indirectly as a result of its performance under this PO. This insurance will include the following coverage written for not less than the following limits or as required by law, whichever is greater:

(a) Workmen's Compensation Insurance and/or Employer's Liability Insurance and/or any other insurance with statutory limits as required by the laws of India to provide for payment to its employees employed on or in connection with the work covered by this Purchase Order and/or their dependents.

(b) Comprehensive General Liability Insurance for claims (i) arising out of an accident or occurrence resulting in bodily and/or personal injury (including death) to any person including Kellogg's/Supplier's personnel; (ii) arising from any damage or destruction to any property including Kellogg's property which shall arise out of or in consequence of Supplier's performance of the Services. The policy shall also cover contractual liability.

(c) Motor Vehicle Liability Insurance.

This Section specifies minimum requirements. Supplier is responsible for providing any additional insurance deemed necessary to protect against claims. None of the requirements as to coverage types or limits of insurance to be maintained by the Supplier are intended to and will not in any manner limit the liability of Supplier to Kellogg under this PO. Supplier will deliver to Kellogg upon execution of this PO proof of this insurance in the form of a Certificate of Insurance on which Kellogg is named as an additional insured and loss payee with respect to the above insurance.

11. CANCELLATION. If at any time Kellogg reasonably determines that the Supplier is, or is about to become, insolvent or bankrupt, or otherwise is unable or has failed to perform its obligations under the PO (delivery or performance is not made or cannot be made when specified, time being of the essence) then Kellogg may forthwith cancel PO.

12. INDEMNIFICATION. Supplier will indemnify and hold harmless Kellogg, its subsidiaries, affiliates, successors, assigns, employees, agents, and customers from any and all claims, demands or other liabilities for suits, injuries, losses, damages, recall costs, or expenses (including attorney fees) to persons or property in any way arising out of or resulting from a defect in the Goods supplied or Services rendered or from any act, fault, or omission of the Supplier, its agents, employees, or subcontractors in the performance of this PO.

13. CONFIDENTIALITY. Any information disclosed by Kellogg to the Supplier shall be treated as confidential information, whether disclosed verbally, in writing, or through observation of Kellogg's facilities. Seller will not use such information for its own benefit or disclose the confidential information to any third parties.

14. ASSIGNMENT AND SUBCONTRACTING. Supplier may not assign or subcontract its obligations under PO and may not assign any present or future right to receive payment under PO without the prior written consent of Kellogg.

15. LAWS, REGULATIONS, GOVERNING LAW AND JURISDICTION. Supplier shall comply with all applicable laws, ordinances, orders, rules, regulations and codes and standards, as in force from time to time. If required, Supplier shall so certify when and in such form as Kellogg may require, including a certification that the Goods were produced and the Services rendered in compliance with all applicable requirements. This PO is governed by laws of India and the PO/ Terms and all matters arising from or relating to the PO/Terms are subject to the exclusive jurisdiction of the Courts in Mumbai.