

Line Total : 404154.72

Ln	Item Number	HSN	SAC	Need By	Qty	UOM	Rate	Amount
5.1	026507211801	998739		05-OCT-18	11	Each	27466.00	302126.00
Cisco CON-OS-WSCF96XI - Switch								
Rev :								
Manufacturer :								
MPN Number :								
Contract Number : 2200000229234								
Country of Origin : INDIA								
Ship To : Same as on Header								
CGST 9 %								
SGST 9 %								
Line Total :								
								356508.68
6.1	026507291801	998719		05-OCT-18	1	Each	51225.00	51225.00
Installation of Network Device								
Rev : 00								
Manufacturer :								
MPN Number :								
Contract Number : 2200000229234								
Country of Origin : INDIA								
Ship To : Same as on Header								
CGST 9 %								
SGST 9 %								
Line Total :								
								60445.5
7.1	026507171801	85444299		05-OCT-18	5	Each	2680.00	13400.00
Cisco CAB-STK-E-1M Stack Cable								
Rev :								
Manufacturer :								
MPN Number :								
Contract Number : 2200000229234								
Country of Origin : INDIA								
Ship To : Same as on Header								
CGST 9 %								
SGST 9 %								
Line Total :								
								15812
Form Code :							Grand Total :	3382733.14

Ln	Item Number	HSN	SAC	Need By	Qty	UOM	Rate	Amount
----	-------------	-----	-----	---------	-----	-----	------	--------

Note: Test Certificates required wherever applicable. This Purchase order is system generated and does not require physical authorization and signature. All withholding taxes shall be deducted as per the provision of the law

Vertiv will be entitled to withhold payment against all subsequent/pending invoices submitted by the Vendor, if the Vendor defaults in payment of taxes recovered from Vertiv with the tax authorities within the due date and any claims by the tax authorities or rejection on Vertiv for the tax amount already recovered by the Vendor along with interest and penalty and/or any rejection of input tax credit of Vertiv by the tax authorities. Provided the said tax liability will be recovered by Vertiv from the Vendor either from its outstanding invoices if available or by raising a debit note, in case the Vendor fails and/or neglects to make full payment of said tax amounts including interest or penalty to the tax authorities and submits the tax paid challans as proof of discharge of the tax liability to Vertiv, within thirty (30) days upon receipt of notice in writing from Vertiv.

Terms & Conditions for the Purchase order

Purchaser/Company under this Purchase Order means

VERTIV ENERGY PRIVATE LIMITED (formerly Emerson Network Power (India) Pvt. Ltd.)

1. Original invoice should be submitted in duplicate bearing reference of the Company's purchase order number and our G.A.R. no. The Invoice should be duly supported by the signed delivery challan, excise gate pass and other relevant documents as required. This would facilitate checking of bills with the receipt of the goods mentioned therein and passing the invoice of payment.
2. Purchaser's order reference should be mentioned in all Seller's correspondence, invoice and delivery challan without which delays in payments or replies to communications are likely to take place.
3. The price specified in the Order shall hold good till the complete execution of the order and delivery at Company's premises and unless otherwise specified the prices are deemed to include free delivery at the place indicated by the Company. The prices stated in this order are not subject to price adjustment or escalation unless otherwise stated in Purchase Order or subsequent amendment to the Purchase Order.
4. The goods shall be of the best quality and workmanship and comply with the requirements of the Purchase Order in all respects to the satisfaction of the Company. The Seller shall supply the goods in accordance with the particulars given in the Purchase Order unless any deviation is authorized by the Purchaser as an exception expressly specified in the Purchase Order.
5. When an advance samples is required to be approved by the Company prior to the execution of the order, the Seller shall submit a sample without charge and freight within the time specified or such other extended period thereof as ay be agreed to by the Company in writing in this respect. The Company is not under obligation as regards the safe custody of the sample. All samples submitted must be clearly labelled mentioning the Seller's name & address. Failure to submit the sample within the specified time or such other extended period thereof as above or on rejection of the sample, the Company shall be entitled to cancel the order.
6. All specifications, drawings, samples, tools and jigs and other confidential data supplied by the Company or prepared by the Seller for the execution of this order are to be used exclusively for the goods to be supplied against the order and shall be returned to the Company on demand. The same shall be used in strict confidence and shall not be divulged to any other party.
7. The goods supplied against this order must be properly packed depending on the nature of goods and the mode of transport to be used. Purchaser will not, in any event, accept any responsibility for loss or damage to goods in transit. Short delivery, breakages or damages will be deducted pro-rata from bills unless replaced with goods of identical specification free of cost. RRs/Consignment notes cannot be considered as sufficient proof that the goods are securely packed. The packing and marking of packages shall be done by at the expense of the Seller.
8. The time for and the dates of delivery of the goods stipulated in this order or any extended period thereof, if any, as may be agreed to by the Company in writing shall be deemed to be the essence of the contract and delivery must be completed not later than the specified period herein or such extended period thereof, if any, as above. The Company also reserves the right to refuse the acceptance of goods supplied ahead of schedule.
9. Delivery of materials should be made in lots specified in the Purchase Order. If the goods are not delivered within the time specified herein or such extended period thereof, if any, as above, the Company shall at its absolute discretion be entitled either
 - a. To recover as liquidated damage 5% of the value of the undelivered goods for each month or part thereof such delivery is delayed irrespective of actual loss or damage incurred by the Company and the Company shall be at liberty to purchase the undelivered goods from a third party.
 - b. The Company shall be at liberty to purchase the undelivered goods from a third party and the Seller shall be liable to pay the difference in price, if any, which the Company may have to pay for such purchase without prejudice to all the other rights of the Company including the right to cancel the contract and recover damages.
10. Goods supplied hereunder shall be deemed to have been accepted by the Company only after final examination test and approval by the Company. Any inspection of goods prior to the shipment shall not constitute a waiver of any condition or an admission that any condition has been fulfilled. If the goods supplied are found not to be in accordance with the Company's specification or does not fulfill the purpose for which they were ordered, without prejudice to its other right, the Company will be entitled to reject those goods and to cancel the order and the Seller shall at his cost expense take back the rejected goods within fifteen days of the receipt of intimation of such rejection. If the Seller fails to take back the rejected goods within 15 days, Purchaser shall be free to sell the same and to appropriate the money thereby realized against the expense incurred by the Company including the warehouse charges to and the balance amount, if any, shall be returned to the Seller. The Seller shall also liable to pay to the Company the warehouse charges for the period the rejected goods were not either taken back or sold by the public auction from the date of receipt of intimation of such rejection or cancellation of the goods by the Company. These rejected goods shall be in Company premises at Seller's sole risk. Where any part or whole of the goods delivered is rejected, a credit note for the same should be issued giving reference of the rejection G.I.R. number. The invoice will be paid for the net amount after adjusting the value of credit note. Notwithstanding anything contained herein, the property in goods shall pass on to the Company only at the location of the Company subject to acceptance as mentioned in this order.
11. Subject to above clause, payment will normally be made within the period of credit stated in the order computed from the date of receipt of the goods in good order and condition in the Company's warehouse and or receipt of the invoice whichever is later. Goods or documents dispatched by VPP or presented through Bank will not be accepted unless otherwise agreed to by the Company in writing.
12. Unless permitted by the Company in writing, the Seller shall not divulge, publish or caused to be published by any means whatsoever the details concerning this order or goods covered thereby.
13. Any alteration, modification, variation, deletion and amendment of other changes in this order will not be valid until confirmed by the Company in writing.
14. The Seller hereby agrees to indemnify the Company at all times against claims which may be made in respect of the goods covered by this order in infringement of rights protected by patent, registration of design or trade mark in respect of all other Damage or compensation paid or to be paid by the Company in respect thereof. Similarly, the Seller agrees to indemnify the Company for any loss or damages that may occur due to any inherent fault/ defect in the goods supplied.
15. All disputes/ differences arising out of or in connection to this contract and which cannot be settled in an amicable way between the contracting parties shall be settled by Arbitration. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act 1996. The Arbitration shall be held in Mumbai and the decision of the Arbitrator shall be final and binding on both the parties.
16. Over and above the terms of above clause, any dispute arising out of this order will be solely under the jurisdiction on High Court of Mumbai.
17. Supplies made against order will normally be received by the Purchaser's Stores department during office hours on working days only. Goods delivered after the office hours will not normally be accepted unless otherwise instructed by the company. Howsoever, it will be the responsibility of the seller to take an acknowledgment from Purchaser's Security Department for the goods delivered after working hours.
18. Taxes will be deducted as per current law. Seller's shall comply with all laws, rules and regulations in force and shall obtain all necessary approvals, permission, licences and/ or registrations etc. And maintain such registers and records as are prescribed there under. Seller shall keep such registers and records open for inspection by Company's officials and shall supply copies/extracts of the same at their request.
19. Seller's who have been given the facility of negotiating document through Bank or Send goods by V.P.P. must sent one set of advance copies of documents to our Accounts Dept and Purchase Dept respectively. Failure to comply with this condition would result in non-retirement of documents/acceptance of V.P.P. in time for which we will not be responsible.
20. The acceptance of this order shall constitute the contract of sale of goods. Non acceptance of this order shall be conveyed to us within 5 days of its receipt by seller failing which it will be deemed as Seller's unconditional acceptance thereof.

21. The goods shall be covered by a guarantee against faulty materials, design and/or workmanship for a period of 18 calendar months from the date of supply of goods and shall remedy such defects at Seller's own cost when called upon to do so by the company. If it becomes necessary for the Seller to replace or renew any defective portion of the goods and shall be made by the seller without any extra cost to Purchaser and deliver at Purchaser's stores/works/site free of cost.
22. The Purchaser reserves the right to cancel or amend this order or any part thereof without assigning reasons.
23. Notwithstanding anything contained herein, the purchaser shall not be liable for consequences if any arising due to failure to accept deliveries of goods hereunder or any part thereof due to strike, lockout, labour troubles, riots, embargoes, interruption or congestion of transport, inability to obtain shipping space or any other causes beyond its control and further, the company reserves the right to postpone the shipment or to cancel this contract on giving the notice thereof to the seller and without paying to the Seller any damages or compensation whatsoever.,
24. All goods purchased at any foreign currency basis (currency of exporting country), its equivalent conversion rate shall be calculated on the basis of exchange rate of the Indian customs prevailing on the on board date of shipment.
25. The seller agrees to assume full responsibility that the goods supplied conforms with the safety regulations of the importing country.
26. Purchase of goods shall be subject to all applicable import, export control and sanctions laws, regulations, orders and requirements as they may be amended from time to time including export/ supply restrictions to any of the countries, to nationals of those countries, wherever located, denied parties or designated national listed in U.S. Export Administration Regulations as modified from time to time. Company shall have no obligation to purchase any of the products or related technology unless or until Company has received any necessary licenses or authorisations or has qualified for license exceptions under such laws, regulations, orders and requirements.
27. Whilst in the premises due to any reason whatsoever, if any Company property is in any way damaged, destroyed or mutilated by Seller or Seller's employees and/or agents, Seller will be responsible for the same and compensate the Company for the loss, damage incurred by it.
28. Notwithstanding anything contained herein Seller shall indemnify and keep the company indemnified against all losses, claims and demands suffered by the Company or made against the Company and defend the Company against all actions, suits and proceedings taken in respect of any legislation, statute or enactment and/or rules and regulations or by laws framed hereunder, including but not limited to Environmental laws, Excise laws, Customs laws, Sales tax laws, damages arising out of manhandling/accident thereby causing damage to materials while loading, unloading, storage, and consequences thereto by virtue of Seller's failure to observe or non-fulfilment of any statutory condition or by virtue of your negligence or non fulfilment of any of the conditions mentioned hereunder. Seller shall adopt proper practices while transporting the goods and shall indemnify the buyer in case of any accidents.
29. Notwithstanding anything contained herein, the maximum liability of the Company under this Purchase Order shall be limited to the value of the Purchase Order so issued.
30. a) Seller agrees that in connection with his performance under this Purchase Order, all applicable existing and future laws and regulations of the Territory and of any other relevant jurisdiction will apply to his performance under this Agreement. Seller further agrees that it shall not and shall take steps to ensure that his principals, shareholders, directors, officers, employees, agents and any other persons working on his behalf in connection with this Purchase Order (Related Persons) do not engage in any activity that would expose Company or any members of the Company Group to a risk of penalties under laws and regulations applicable to them, including without limitation applicable export control and sanctions laws and regulations and all laws and regulations of any relevant jurisdictions prohibiting improper payments to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. In the event of a conflict between any laws or regulation applicable to the seller that cannot be resolved without exposing one of the parties to a risk of penalties there under, the party so exposed shall have the right to terminate this Purchase Order immediately.
- b) Seller represents and warrants that neither it nor any Related Person is now acting or during the term hereof will act in an official capacity for or on behalf of, or is now or during the term hereof will become an officer or employee of, any public international organization or government or of any department, agency, instrumentality or political subdivision thereof, or an official of any political party or a candidate for political office (any of the foregoing an "Official"); agrees that neither it nor any Related Person shall, in the name, on behalf or for the benefit of Company or any member of the Company group, or in respect of the products, offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value to any Official, political party, or employee of any of Company's or the Company Group's actual or potential customers or suppliers, or to any other person at the request, suggestion or direction of any such Official, political party or employee, or while knowing that all or portion of such money or thing or value will be offered, given or promised, directly or indirectly, to any such person, for the purpose of obtaining or retaining business or favourable governmental action.
31. The seller shall submit duly filled Program Review Supply Chain Security Checklist as and when required by the Purchaser.

Note: Seller's conditions differing from this purchase order not acceptable.