



ChampionX Dai-ichi India Private Limited

(Formerly Known As Nalco Champion Dai-Ichi India Pvt. Ltd.)

E-16,MIDC Jejuri Taluka Purandar,
Dist Pune - 412303

Purchase Order

Purchase Order Number	Purchase Order Date	Vendor Ref No
56003	07-April-2023	Qtn CS-SQ-BLR-2022-23-00186-1

Invoice TO :

ChampionX Dai-ichi India Private Limited
E-16,MIDC Jejuri Taluka Purandar
Dist Pune-412303
GSTN No: 27AAACB0474E1Z3
GSTN Type: Regular/TDS/ISD
PAN NO : AAACB0474E

ENSURANCE POLICY NO.: -

Supplier Address : Connectivity IT Solutions Pvt. Ltd.

Connectivity IT Solutions Pvt. Ltd.
NO. 1877,10Th Mian ,
31St Cross ,
1st Floor
Banglore Karnataka - 560070

Vendor Code : SC0034

Vendor Name : Connectivity IT Solutions Pvt. Ltd.

GST Registration Number : 29AAGCC1283L1ZC

GST Registration Type : Regular/TDS/ISD

Place of Supply / State Code : Karnataka / 29

Delivery Date: 07-April-2023

Payment Terms: Net-30

Delivery Terms :
Ex.Work.

Contact Details :

Name : Snehalata Jagtap

Contact Number : 02115-253226 / 8

Email Id: Snehalata.jagtap@cdti.co.in

Sno	Item Code / Product Description	HSN / SAC Code	Quantity	UOM	Unit Price [INR]	Total Before Discount [INR]	Discount [INR]	Total [INR]	CGST [INR]		SGST [INR]		IGST [INR]		Line Total [INR]
									Rate	Amount	Rate	Amount	Rate	Amount	
1	SEHSN0429 / CISCO DNA SUBSCRIPTION OPTOUT for C9120AX	8517..	3.00	NOS	112374.170	337122.51	0.00	337122.51	0.00	0.00	0.00	0.00	18.00	60682.05	397804.56
	Freight [INR]						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Insurance [INR]						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Packing and Forwarding Expenses [INR]						0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Amount [INR]							337,122.51		0.00	0.00	0.00	0.00	60,682.05	397,804.56	

Remark :- Material includes below items.

NETWORK-PNP-LIC / SW9120AX-CAPWAP-K9 / AIR-AP-T-RAIL-R / AIR-AP-BRACKET-1 / C9120AXI-SINGLE / C9120-OVER

Amount In Words : (INR) Three lakhs Ninety-Seven Thousand Eight Hundred Five only

Whether the tax is payable on Reverse Charge basis : [No]

For ChampionX Dai-ichi India Private Limited

SUBJECT TO PUNE JURISDICTION

Signature of the Authorized Representative

ORDER AND CONFIRMATION OF ORDER

1 Receipt of the Order must be acknowledged within 1 working day.

QUALITY

- 2 If no objection to the Terms & Conditions of this Order is raised by the Supplier within a period of 7 days from the date of receipt of the Order, the same shall be deemed to have been accepted without demur and/or without any modification.
- 3 Should the Purchaser specify a particular quality of Goods, the Goods shall meet such quality requirements, failing which the Purchaser shall be entitled to reject the same.
- 4 In the absence of any particular specifications and/or samples, the Goods shall be of the highest quality of its class and be fit for its intended purpose.
- 5 The quality of the Goods shall, in all cases, be always subject to the Purchaser's approval.

QUANTITY

- 6 The specific quantity of the Order shall not be changed and/or modified without the Purchaser's written consent. The quantum of allowable excess/short supply shall be agreed in the Order. However, the Purchaser reserves the right to vary the quantity up to +/-15% of the ordered quantity, without any price implication on the Purchaser in any manner.
- 7 Any loss and/or damage which the Purchaser may suffer on account of excess/short supply, if any, shall be forthwith payable by the Supplier alone.

PACKING MARKING AND WEIGHT

- 8 Goods must be properly packed, including in accordance with special instructions, if any, for safe transport by road and/or rail and/or air and/or water to the specified destination. If the Goods supplied are dangerous, the Supplier shall submit the necessary details of the packing and transportation plan to the Purchaser for confirmation prior to shipment.
- 9 All packages, whether in the nature of drums and/or crates and/or carboys and/or bags, etc. must clearly indicate the [a] contents of the package; [b] gross and net weight of the package; and [c] the batch numbers relating to the concerned Order.
- 10 The number of batches in every supply should be kept to minimum.

TERMS OF DELIVERY

12 **Place of Delivery** - The Goods shall be delivered by the Supplier at such place as may be specified in this Order or as otherwise indicated by the Purchaser.

Delivery Time .

- a Time is the essence of this Order and the delivery schedule must be strictly adhered to . If the Supplier fails to deliver the goods on or before the date agreed upon by the Purchaser, the Purchaser may, at its sole discretion:
 - i. treat the Order as cancelled at any time and recover relevant loss and/or damage from the Supplier;
 - ii. purchase the Goods ordered or any part thereof from other sources and the Supplier shall be liable to pay the Purchaser: [i] the difference between the price set out in this Order and that at which such goods have been actually purchased from other sources and such amount shall be treated as a fair quantification of liquidated damages; and [ii] any other loss and/or damage the Purchaser may suffer; or
 - iii. Without prejudice to Clause 12(ii) above, the Purchaser may accept late delivery, subject to a deduction in payment of 2% of the total Order price for every month or part thereof of the delay as penalty.
- b. The Supplier shall ensure that the Goods are delivered between 8 a.m. and 6 p.m. on weekdays i.e. Monday to Friday and by 12 noon on Saturday. Vehicles arriving outside these timings shall not be offloaded.
- c. If the date of delivery is not stated in the Order and/or otherwise informed to the Supplier, the Supplier shall intimate the Purchaser of the same immediately on confirmation of the Order.
- d. If the Supplier is unable to meet and/or adhere to the delivery date committed to the Purchaser, the same shall be intimated to the Purchaser, forthwith.

13 **Cost of Delivery**

- a. All costs of delivery shall be borne by the Supplier alone, including not limited to all shipping and freight costs, all duties, including GST, fees, tariffs or similar and/or analogous taxes on imports/exports of the Goods ("Duties"). The Supplier shall take all reasonable steps to minimize custom Duties costs.
- b. If packing cases are charged, separate accounts must be rendered for their value. The cost of returning all packages whether charged for or not, shall be borne by the Supplier.

- 14 **Challans at Delivery** - At the time of each delivery, the Supplier shall ensure that the relevant challans are submitted in triplicate, such that there is one challan for each batch in each supply, bearing the number corresponding to each such batch.
- 15 **Railway Receipts** - Railway Receipts shall be sent to the delivery address on the same day that the Goods are dispatched by train with the following particulars:
- a. the number of the Order;
 - b. The number of packages, along with the volume and/or weight of each package. Each package shall contain a packing slip with the aforesaid particulars.
- 16 **If the Goods are chemicals** - If the Goods delivered are chemicals, each delivery must be accompanied by a Material Safety Data Sheet (MSDS) and/or Product Bulletin and Certificate of Analysis (CoA). The same shall indicate if the chemicals are hazardous or not.
- INSPECTION AND EXAMINATION OF GOODS**
- 17 The quality of the Goods supplied is of material importance and all Goods shall be subject to inspection and/or approval by the Purchaser at any stage during the manufacture and/or supply of the Goods, without prior notice to the Supplier.
- 18 While the Purchaser reserves to itself the right to inspect the Goods before dispatch from the Supplier's premises , such inspection shall not relieve the Supplier from responsibility and/or such guarantees and does not in any manner imply and/or be deemed to imply acceptance of the Goods.
- 19 Following such inspection and/or examination of the Goods, the Purchaser may require the Supplier to alter and/or reject such portion thereof as may be found defective and/or not in conformity with necessary specifications and/or not fit for their intended purpose, without invalidating the remainder of the Order, at the sole option of the Purchaser.
- 20 If any Goods are so rejected for failure to meet the stipulated quality and/or quantity and/or other specifications, the Purchaser shall have the power to purchase the Goods specified in the Order or any part thereof from other sources and the Supplier shall be liable to pay the Purchaser: [a] the difference between the price set out in this Order and that at which such goods have been actually purchased from other sources and such amount shall be treated as a fair quantification of liquidated
- 21 All rejected Goods shall be removed by the Supplier at its own costs within 15 days from the date that notice of such rejection is received by the Supplier. If the Supplier fails to remove the Goods within such time, the Purchaser shall have the right to remove and/or cause to be removed the rejected Goods and have the same discarded. All costs for this purpose shall be borne by the Supplier.
- 22 The Purchaser shall not under any circumstances whatsoever, be liable for any damage and/or loss and/or deterioration of the rejected Goods and/or for discarding the Goods, and/or for any value for it. The Purchaser shall also be entitled to charge an amount of [*]% (of the value of rejected Goods) per week of the delay, towards storage charges
- 23 For Manpower supply, please submit documents as per CXDPL requirements. For list of documents please contact the purchase department (refer 1st page of PO under 'Contract for Order Queries/Conformation') [client to provide clarity]
- INVOICES**
- 24 All invoices must be properly authenticated and sent in triplicate to the address mentioned in this Order after the dispatch of the Goods. All invoices shall be submitted within 4 days from the date of delivery of the Goods.
- 25 All invoices must be properly authenticated and sent in triplicate to the address mentioned in this Order after the dispatch of the Goods. All invoices shall be submitted within 4 days from the date of delivery of the Goods.
- 26 Separate invoices must be rendered for goods/services delivered against different orders.
- 27 All invoices must contain the following details:
- a. the Order number and date of the Order;
 - b. the Supplier's sales tax registration number;
 - c. details of pricing, including basic price and GST;
 - d. That the packing cases are returnable, if applicable.
- 28 **Documents accompanying invoices in relation to domestic shipments** - All a. invoices shall be accompanied by the following documents:
- a. copy of the Order;
 - b. packing list;
 - c. challan / DO / LR; and
 - d. Any other document that the Purchaser has instructed the Supplier to submit.

- 29 **Documents accompanying invoices in relation to overseas shipments** - All invoices in relation to shipments from outside the territory of India shall be accompanied by the following documents:
- a. commercial invoice in triplicate;
 - b. bill of lading in triplicate;
 - c. packing list in triplicate;
 - d. certificate of origin in triplicate;
 - e. copy of insurance certificate in triplicate;
 - f. certificate of applicable bank with relevant address;
 - g. documents for overseas shipment, applicable for open account payment terms; and
 - h. Full and relevant bank details.

- 30 **Service Invoices** - Service invoices should bear the following details:

- a. GST number of the person / entity issuing the invoice;
- b. name and address of the person / entity issuing the invoice;
- c. description of service;
- d. assessable value of taxable service;
- e. GST payable;
- f. name and address of the person / entity receiving the service; and
- g. Classification of service.

PAYMENT

- 31 Payment for Goods delivered provided they are not rejected by the Purchaser, shall be made as per the terms stated in the Order. The payment falls due after the stipulated/agreed credit period from the date of receipt of the Goods or from the date of receipt of invoices, whichever is later. The Purchaser shall at all times have all right to deduct from any unpaid invoices, debit notes falling due in case any goods/services are rejected on line and/or any claims for deductions are raised on the Supplier.

- 32 The payment shall be made to the Supplier by the Accounts Department of the Supplier, Pune.

WARRANTIES

- 33 These warranties survive any delivery and/or inspection and/or acceptance and/or payment.

- 34 The Supplier warrants to the Purchaser that for a period of 18 months from the date of delivery, all Goods delivered shall: (a) be free from any defects; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all encumbrances; and (e) not infringe or misappropriate any third party's intellectual property rights

- 35 These warranties are cumulative and in addition to any other warranty provided by law or equity.

- 36 Any period of limitation shall run from the date of Purchaser's discovery of the non-compliance.

- 37 Without prejudice to any of the Purchaser's rights and/or remedies, the Supplier shall at its own expense, indemnify, defend and hold harmless the Purchaser and/or its directors and/or officers and/or employees and/or agents and/or its customers against any and/or all loss and/or damage and/or cost and/or expense and/or claims (whether for royalties or loss or otherwise) and/or proceedings and/or actions and/or liability and/or demand, including legal fees, incurred or suffered by the Purchaser, arising out of and/or in connection with the Supplier's performance of this Order, including but not limited to:

- a. negligence or wilful misconduct of the Supplier, its employees, contractors, suppliers or agents;
- b. defects in the quality of the Goods supplied and/or services or work performed by the Supplier;
- c. failure to comply with central, state or local laws;
- d. breach of this Order; or
- e. Any omission and/or commission by the Supplier in relation to the Order.

- 38 The indemnity in Clause 37 is a continuing indemnity and survives termination or expiration of this Order

CONFIDENTIALITY

- 39 Any proprietary information supplied and/or shared by the Purchaser with the Supplier in connection with the Order shall remain the property of the Purchaser and shall be regarded by the Seller as strictly confidential and shall not without consent in writing of the Buyer be published and/or disclosed to any third party or made use of by the Supplier except for the purpose of implementing the Order.

40 On demand by the Purchaser at any time or on completion of the Order, any proprietary information shared by the Purchaser with the Supplier, shall be returned to the Purchaser. The Supplier shall under no circumstances [a] allow such proprietary information to be used by a third party; or [b] make available any supplies made with the help of such proprietary information to any party other than the Purchaser.

SUB-CONTRACTING

41 The Supplier shall not without the consent, in writing, of the Purchaser, sub-contract and/or assign to a third party, whether being a person, firm and/or corporate entity, either in whole or in part, the contract in respect of the Order or any other contract entered into as a result of this Order.

42 Any modification of Clause 41 above: [a] shall be reduced in writing; [b] shall be duly authorized in writing by the Purchaser before being acted upon; and [c] may be granted or denied by the Purchaser at its sole discretion.

43 Any violation of the aforesaid Clauses 40 to 42, shall entitle the Purchaser to cancel this Order, in whole or in part and claim damages, without prejudice to all other rights and remedies available to it.

SUSPENSION AND TERMINATION

44 **Suspension** - The Purchaser may at any time instruct the Supplier to suspend the supply of Goods, in part or otherwise. During such suspension, the Supplier without any cost to the Purchaser, shall protect, store and secure such part or all of the Goods against any deterioration and/or loss and/or damage. Such part of this Order as is suspended shall be resumed by the Supplier based on a schedule to be mutually agreed upon between the Purchaser and the Supplier.

45 **Termination with notice** - The Purchaser may terminate this Order, in whole or in part, for any reason whatsoever, on giving 30 days' prior written notice to the Supplier.

46 **Termination without notice** - The Purchaser shall have the right to terminate the Order with immediate effect, either before or after the acceptance of Goods, if:
 a. there is a breach of the terms and conditions of this Order (if however, such breach is capable of remedy, the Purchaser may, at its discretion grant the Supplier a reasonable grace period to remedy the breach); or b. if the Supplier is adjudicated insolvent and/or commences or has against it bankruptcy proceedings of any nature

47 **Proprietary information** - On receipt of a notice terminating the Order, the Supplier shall not process the said Goods any further and shall forthwith hand over all the proprietary information in its custody, along with the Goods processed by the it and in its custody.

48 The parties agree that whatever where the Order is terminated by the Purchaser for any reason whatsoever, the Supplier's sole and exclusive remedy is limited to receiving payment for the Goods or services received and accepted by the Purchaser prior to such termination.

49 It is further agreed between the parties that breach of this order shall, at the option of the Purchaser, constitute breach of its other order(s) with the Supplier, which shall confer a right on the Purchaser to terminate such other order(s), at the risk and cost of the Supplier.

FORCE MAJEURE

50 The Supplier shall not be liable for failure to deliver the Goods and the Purchaser shall not be liable for failure to accept the delivery of Goods, if such failure is due to any act of God, fire, earthquake, floods, any natural calamities, epidemic, war, transportation embargoes, government restrictions, civil commotion, riots, strikes, violence, acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the parties.

51 The Supplier shall inform the Purchaser in writing of any such *force majeure* event. However, any economic hardship to the Supplier and/or changes in market conditions is not *force majeure* events.

52 The Supplier shall use all diligent efforts to [a] end the failure and/or delay of its performance; [b] to ensure that the effects of any *force majeure* event are minimized; and [c] performance under the Order is resumed. If a *force majeure* event prevents Supplier from performance for a continuous period of more than 15 business days, the Purchaser may terminate this Order immediately by giving written notice of the same to the Supplier.

COMMUNICATION

- 53 All communications in relation to this Order shall be addressed as follows:

Supplier	
Name	
Address	
Telephone	
Email	
Fax	
Purchaser	
Name	
Address	
Telephone	
Email	
Fax	

GOVERNING LAW

- 54 This Order shall be governed by and construed in accordance with the laws of India.

DISPUTE RESOLUTION

- If any dispute arises between the parties in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Order (including the validity, scope and enforceability of this arbitration agreement) the parties hereto shall endeavour to settle the dispute amicably. The attempt to bring about an amicable settlement shall be considered to have failed if the parties after reasonable attempts for not less than 30 days, gives a notice of 30 days thereof to the other party in writing.

- 55 In case of such failure, the dispute shall be solely and finally settled by reference to arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

- 56 **Number of arbitrators** - The Tribunal shall consist of a sole arbitrator appointed mutually by the parties .

- 57 **Place of arbitration** - The place of arbitration shall be Mumbai.

- 58 **Language** - The language of arbitration shall be English.

- 59 **Costs** - The prevailing party in any arbitration proceedings shall be entitled to recover its costs (including, without limitation, its legal costs).

NO PARTNERSHIP / AGENCY

- 60 The parties are independent entities in the operation of their own businesses. This Order has been entered into by the parties on a principal to principal basis. Neither party shall have right or authority to assume, create or incur any liability or obligation, express or implied, in the name and / or on behalf of the other party.

SURVIVAL

- 61 The provisions of concerning Indemnity, Confidentiality, Governing Law and Arbitration shall survive the termination of this Order.

MODIFICATION OF THIS ORDER

- 62 The Order shall only be capable of being modified in writing duly signed by the Purchaser and the Supplier.

PROPOSED TERMS & CONDITIONS OF THE PURCHASE ORDER

For the purpose of this contract / purchase order - "the Order", ChampionX Dai-ichi India Pvt. Ltd, is referred to as the "Purchaser". The person, entity, firm or company supplying the goods which are a subject matter of the Order, is referred to as the "Supplier". The goods, forming the subject matter of this Order are referred to as the "Goods".