

Purchase Order

Kiranakart Technologies Private Limited		Purchase Order No: PO/JUL24/378	Date : 10-07-2024
Vendor : CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED (VEN264) Gangothri, 1st Floor, 1877, 31st Cross Road, Bengaluru , Karnataka, India, 560070 GST : 29AAGCC1283L1ZC State Code : 29 PAN : AAGCC1283L Email : meenakshi@cosol.in Mobile : 9148981604			Bill To Kiranakart Technologies Private Limited 5/2 6th Cross Kodihalli Bengaluru - 560008 India GSTIN: 29AAICK4821A1ZR State Code : 29
Payment Terms 30 Days		Payment Description Payment in 30 days after invoice acceptance	Subject

S.No.	Product Name	HSN Code	Qty	UOM	Unit Price (INR)	Amount	CGST (INR)	SGST (INR)	Total Amount	Remarks
1	MX100-HW Firewall (PRD818)	997315	1	Nos	100000	100,000.00	9,000.00 (9.00%)	9,000.00 (9.00%)	118000	
2	MS350-24 PORT Switch (PRD819)	997315	1	Nos	140000	140,000.00	12,600.00 (9.00%)	12,600.00 (9.00%)	165200	
3	MS125-24P port POE Switch (PRD820)	997315	1	Nos	80000	80,000.00	7,200.00 (9.00%)	7,200.00 (9.00%)	94400	
4	MS125-48 port Non POE /MS225- 48Port Non POE switch (PRD821)	997315	1	Nos	120000	120,000.00	10,800.00 (9.00%)	10,800.00 (9.00%)	141600	
5	MR-36-HW Access point (PRD822)	997315	1	Nos	320000	320,000.00	28,800.00 (9.00%)	28,800.00 (9.00%)	377600	
6	10 Gig SFP MODULES (PRD823)	997315	1	Nos	15000	15,000.00	1,350.00 (9.00%)	1,350.00 (9.00%)	17700	
7	One time installation and configuration (PRD825)	998313	1	Nos	100000	100,000.00	9,000.00 (9.00%)	9,000.00 (9.00%)	118000	
										Sub Total
										875,000.00
										Total CGST
										78,750.00
										Total SGST
										78,750.00
										Total
										1,032,500.00
										Round Off Total (INR)
										1,032,500.00

Amount in Words (INR): Ten Lakh Thirty Two Thousand Five Hundred

Delivery Location :

KTPL - Karnataka- Karnataka (000446000), Bengaluru, Karnataka, India, 5/2 6th Cross Kodihalli, Pincode - 560008

Note*: This is Computer Generated PO and Signature is not Mandatory.

Contact Details :

Company's GSTIN : 29AAICK4821A1ZR

Terms & conditions :

PO is released for 5 months services.

We may or maynot continue the services based on business requirement.

Billing will be as per actuals.

There is no minimum months commitment for Zepto.

If Zepto decides to extend the services, same unit price will be applicable.

Payment Terms- Net 30 days.

Delivery - Immediately.

Note*: This is Computer Generated PO and Signature is not Mandatory.

Company Terms :**1. GENERAL:**

These general terms and conditions of purchase under this Purchase Order (“P.O”) by Kiranakart Technologies Private Limited (“Kiranakart”) are mandatory and binding on the Supplier / Vendor for sale and purchase of finished products/equipment/services (“Product or Services”). The terms and conditions contained herein supersede the terms and conditions offered by Supplier along with their proposal/ offer. The terms mentioned on the P.O will supersede these Standard terms and conditions and Memorandum of Understanding signed between Kiranakart and Supplier.

2. PRICE:

The price mentioned in this P.O. is final and binding. Price increases or charges not expressly set out in the P.O shall not be effective unless agreed to in advance in writing by Kiranakart.

3. GOODS AND SERVICES TAX & OTHER TAXES:

GST shall be paid at actual, against documentary evidence. Kiranakart may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws. The Supplier or the third-party assignee shall be liable for all tax payments as required under applicable law and for statutory filings and compliances. Failure to make tax payments resulting in Kiranakart’s inability to claim tax credits, Supplier shall be liable to indemnify Kiranakart and pay such amounts, penalties, interests and/or any other sums accruing to Kiranakart due to such non-compliance and make equivalent payments to Kiranakart. Any default by the Supplier or a third-party assignee shall be deemed as a default of the Supplier and may result in the cancellation of the P.O and all advance payment received, without any deduction shall be refunded by the Supplier.

4. ACCEPTANCE OF P.O.

The P.O. and the terms herein shall be deemed to be accepted by the Supplier upon the receipt of the P.O. unless expressly rejected by Supplier in writing.

5. ADVANCE:

Advance, if any paid by Kiranakart in accordance with this P.O shall be adjusted against invoice raised by Supplier for payment for Product or Services. The advances shall be payable strictly against receipt of raw materials. Advances shall be disbursed within any date agreed between the Parties. Advance may be paid directly to the Supplier. The Advance shall be utilised solely in connection with this P.O. and cannot be adjusted, set off or utilised in any manner other than in connection with this P.O unless expressly agreed by Kiranakart.

6. STANDARD COMPLIANCE:

The Product / works done shall be strictly in line with the drawings/ specifications and other documents sent along with P.O./enquiry. Wherever needed, the relevant standards shall be followed.

7. MANUFACTURING / EXECUTION SCHEDULE:

Supplier shall send us a manufacturing / Execution schedule to match the delivery schedule of our project department within 7 days of this P.O. In case, the supplier fails to abide by the agreed manufacturing schedule at any stage, Kiranakart has the right to cancel the entire / part P.O. on you, without any cost implication on us and get the work done by a suitable supplier of our choice.

8. DELIVERY:

Delivery basis shall be as per PO. The transportation if any will be in the Supplier’s scope, and the material shall be delivered at Kiranakart Warehouse. Time is of the essence with respect to delivery of the Product. Product shall be delivered, and services performed by the applicable Delivery Schedule. Supplier must immediately notify Kiranakart if Supplier is likely to be unable to meet a delivery date under the Delivery Schedule. At any time prior to the date agreed in the Delivery Schedule, Kiranakart may, upon notice to Supplier, cancel or change a P.O, or any portion thereof, for any reason, including, without limitation, for the convenience of Kiranakart or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

9. LIQUIDATED DAMAGES / PRICE REDUCTION FOR DELAY IN DELIVERY AND REWARDS FOR TIMELY EXECUTION:

In the event Supplier fails to deliver the Equipment / Materials within the contracted delivery date in accordance with the Delivery Schedule, the price payable in accordance with the P.O. will be reduced at the rate of 0.5% (Half percent) of the total value of P.O per day up to a maximum of 5% (Five percent) of the total value of the PO. If the Supplier fails to deliver the finished warehouse no later than 60 days from the Delivery Schedule, Kiranakart shall be entitled to cancel the PO and in the event of such

Note*: This is Computer Generated PO and Signature is not Mandatory.

cancellation the Supplier shall be liable to pay (a) liquidated damages of 10% of the PO; (b) differential cost incurred in procuring Product from third parties; (c) Advances with interest, if any. If the supplier successfully completes the work as per the PO in less than the committed time frame, Kiranakart would reward the supplier with 0.5% (half percent) of the total value of the PO per day up to a maximum of 5% of the value of the PO

10. PAYMENT TERMS:

Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet Kiranakart's requirements. Kiranakart will, subject to adjustments on account of Advance, interest, or other deductions, pay the undisputed portion of properly rendered invoices within seven (7) days from the invoice date issued by Supplier. Kiranakart shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts.

11. INSPECTION:

All delivery of Products and performance of services shall be subject to Kiranakart's right of inspection. Inspection may be carried out by Kiranakart / appointed inspection agency. Upon inspection, Kiranakart, shall either accept the Products or Services or reject them. Kiranakart shall have the right to reject any Product that are delivered more than the quantity ordered or are damaged or defective. In addition, Kiranakart shall have the right to reject any Product or Services that are not in conformance with the Specifications stated in the P.O. However, any of such inspection does not absolve the Supplier of its responsibility in case of any defects/issues arising out of materials workmanship / quality of materials, etc. Rectification work, if any, shall be carried out within a week from the date of identification of the defect, at Supplier's cost. If Kiranakart reject Products or Services such rejection shall be at Supplier's expense and risk of loss and Kiranakart's shall at its option, either: (i) demand full credit or refund of all Advance paid by Kiranakart to Supplier for the rejected Product or Service; or (ii) or direct the Supplier to replace the Product to be received within the time period specified by Kiranakart. Supplier shall not deliver Products or Services that were previously rejected on grounds of non-compliance with the P.O unless delivery of such Products is approved in advance by Kiranakart.

12. WARRANTY:

The Product supplied by Supplier shall be covered under warranty against bad workmanship, under performance and Poor quality of materials for a period of 3 months (or as specified for by the companies for any third party procures materials) from the date of receipt of the Product or Services. In the event the equipment does not meet the P.O requirements, Supplier shall rectify and replace at his cost. Supplier warrants to Buyer that during the Product or Service Warranty Period, all Products or Services provided in accordance with the P.O. shall be: i. of merchantable quality; ii. fit for the purposes intended; iii. unless otherwise agreed to by Kiranakart; iv. free from defects in design, material and workmanship; v. in strict compliance with the specifications under the P.O; vi. free from any liens or encumbrances on title whatsoever; vii. in conformance with any samples provided to Kiranakart; and viii. compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.

13. FORCE-MAJEURE:

Force-majeure will be applicable only in the event of rare natural calamity, such as an earthquake or flood, tsunami, which caused enough havoc to disturb the production schedules. The normal conditions of Strikes, Lockouts, Changes in Govt. Regulations, Lockdowns, problems arising out of statutory requirements including but not limited to Code requirements, shortage of electrical power etc. are not covered under force-majeure conditions.

14. RISK PURCHASE:

In the event, Supplier delays delivery of the goods covered under this P.O, beyond the date agreed in the Delivery Schedule, Kiranakart has the right to re-procure the goods at the risk and cost of the Supplier from any source at its discretion. Any extra cost implication arising out of this shall be recovered from Supplier.

15. CANCELLATION OF P.O:

Without prejudice to any other rights or remedies of Kiranakart, Kiranakart shall be entitled to terminate this P.O forthwith upon a breach of terms of the P.O by Supplier. Termination of this P.O for breach by Supplier shall not discharge Supplier's obligations under any and all other purchase orders issued by Kiranakart to Supplier, or the Supplier's obligations under this P.O. including refund of advance payments and surviving provisions (confidentiality indemnity, taxes, liquidated damages, governing laws and dispute resolution).

16. CONSEQUENTIAL DAMAGES:

Kiranakart shall in no event be liable for loss of profit, loss of revenues, loss of use, loss of production, costs of capital or costs connected with interruption of operation, loss of anticipated savings or for any special, indirect or consequential damage or loss of any nature whatsoever, accruing to Supplier arising out of execution of this PO or cancellation of the PO due to non-performance. In any event, Kiranakart's entire liability for any claim, whether in contract, tort, or any other theory of liability shall be limited to the P.O value.

Note*: This is Computer Generated PO and Signature is not Mandatory.

17. ASSIGNMENT:

Supplier may not assign or subcontract the P.O placed under this P.O in whole or in part, without Kiranakart's prior written consent.

18. CONFIDENTIALITY:

Supplier undertakes that it shall, at all times, maintain confidentiality of all the information including but not limited to drawings and other technical specifications received by it in respect of the P.O and/or disclosed to it by Kiranakart or its client and shall not disclose or divulge the same or any part thereof to any third party without the prior written consent of Kiranakart. The obligations of this clause shall survive termination of this P.O. regardless of the reasons for termination of this P.O.

19. GOVERNING LAW & DISPUTE RESOLUTION:

This P.O shall be governed by the laws of India and any dispute arising out of this order will be submitted to Indian Law and to the exclusive jurisdiction of courts of Mumbai.