

 <b>essilor</b> <small>World no. 1 in spectacle lenses</small>	<b>ESSILOR INDIA PVT LTD</b> Web: <a href="http://www.essilorindia.com">www.essilorindia.com</a>	<b>Purchase Order</b>	
		<b>Vendor</b> <b>CONNECTIVITY IT SOLUTIONS P LTD</b> # 1877, 1ST FLOOR, "GANGOTHRI", 31ST CROSS, 10TH MAIN, BANASHANKARI 2ND STAGE BANGALORE- 560070, KA	
<b>Billing Address</b>		<b>Shipping Address</b>	
<b>ESSILOR INDIA PVT LTD</b> 45/14, Industrial Suburb, Tumkur Road, Yeshwanthpur Opp Vaishanavi Sapphire Mall Bangalore- 560022 India		<b>ESSILOR INDIA PVT LTD</b> 45/14, Industrial Suburb, Tumkur Road, Yeshwanthpur Opp Vaishanavi Sapphire Mall Bangalore- 560022 India	
<b>Date</b>	02-AUG-18	<b>Shipment Mode</b>	NA
<b>Po Number</b>	183187	<b>Shipment Terms</b>	
<b>Currency</b>	INR	<b>Incoterm</b>	
<b>Need By Date</b>		<b>Port of Lading</b>	
<b>Payment Terms</b>	NET30	<b>Remarks</b>	Taxes will be extra

Line#	Item Description	Reference	Qty	UOM	Unit Price	Base Value	Tax Type	Tax Amt	Total Price
1	Catalyst 2960 X 48 GigE PoE 740W, 4 X 1G SFP, Lan base		1	Each	172500.00	172500.00			172500.00
2	3yr SNTC 8X5XNBD catalyst 2960 X 48G		1	Each	72000.00	72000.00			72000.00
<b>Freight</b>									
<b>Others Charges</b>									INR 244500.00
<b>Total</b>		2							

**Note To Supplier:****General Terms & Conditions:**

1. This Purchase Order constitutes an offer and may be revoked or changed before its acceptance by the Supplier.
2. No deviation in price, specification, delivery and other commercial terms mentioned in the Purchase Order unless agreed to in writing by Purchaser.
3. The Purchase Order shall be deemed to be accepted, should the Supplier fail to intimate his acceptance or rejection of the order placed within two (2) days.
4. Supplier shall submit following documents at the time of delivery. The requirement may change depending upon Import P.O. or Domestic P.O. Mandatory documents are as follows:
  - Invoice
  - Delivery Challan
  - Packing list & container list
  - Warranty card
  - Country of origin
  - Airway bill (as applicable)
  - Bill of lading (as applicable)
  - Carry Receipt (as applicable)
  - Test report/ certificate of compliance
  - Excise gate pass (as applicable)
5. The obligation of Supplier to meet the delivery dates, specifications, and quantities, as set forth in this Purchase Order shall be the essence of this Contract.
6. Price stated in the Purchase Order shall be inclusive of applicable taxes.
7. All the undisputed payments shall be made within the credit period mentioned in this Purchase Order from the date of receipt of invoice.


  
*Authorised Signatory*



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8. The Supplier guarantees that the Product or its use does not infringe the Intellectual Property Rights of any IP right holder.
9. "Confidential Information" shall mean all information (verbal or documentary) exchanged between you and us hereto, whether directly under this letter or incidentally thereto and shall include any tangible expression of such information including, without limitation, photographs, plans, notes, renderings, journals, notebooks, computer programs and samples relating thereto and shall further include any confidential or proprietary information owned by any other person or entity and furnished by such person or entity pursuant to an undertaking to maintain the same in confidence. Both the parties hereby agree that any Confidential Information that has been disclosed to each other shall remain the property of the disclosing party and shall be maintained in the strictest confidence and trust, in accordance with the provisions of this clause.
10. Supplier expressly warrants that the goods/services purchased under this Purchase Order shall conform to the specifications, quality, samples and or other descriptions as stated in the Purchase Order, in addition to merchantability and/or fitness for a particular purpose.
11. Title and risk of loss of the Products shall not pass to Purchaser until delivery of Products at Purchaser's facility, inspection by Purchaser and accepted by Purchaser in writing.
12. In case of rejection of goods, the rejected goods will be returned to Supplier on identification. The costs incurred by the Buyer on such rejected goods will be reimbursed or credit note for same shall be issued at the sole discretion of Purchaser.
13. In the event of delay, Purchaser shall at its option rescind the Purchase Order without liability. The Supplier shall indemnify the Purchaser against all loss and damages suffered by the Purchaser in connection with the goods and or against any delay, non performance, quality issues, etc.
14. Supplier shall provide credit for returned / defective Products or refund the amounts at the sole discretion of the Purchaser.
15. Either of the parties shall be entitled to terminate the understanding without cause by providing a notice period of 30 (thirty) days. In case of breach of any of the terms by Supplier, the Buyer, shall have the discretion of terminating the Purchase Order by providing fifteen (15) days prior written notice and shall not be liable to make any payments under the Purchase Order to the Supplier.
16. Supplier assumes all responsibility for and expense of preparing and filing claims against carriers for loss or damage to goods in transit.
17. Purchase Order number to be quoted on all delivery challans and invoice.
18. Date of Mfg, Date of Expiry and Batch No., wherever applicable must be printed on each individual packing.
19. In the event of any conflicting terms relating to the Products, the terms of this Purchase Order shall prevail, unless otherwise agreed between the Parties in writing.
20. Neither party shall be in breach of any obligation under the Purchase order due to any stoppage, prevention or delay in performance of any obligation to the extent such failure or delay was caused by act of God or any force majeure event.
21. Neither party shall assign, sub-contract or transfer any part of this contract or the service hereunder without the prior written approval of the other.
22. All disputes shall be settled by means of Arbitration and Courts at Bangalore shall have exclusive jurisdiction.