



Hindustan Coca-Cola
Beverages Pvt. Ltd.

3rd Floor, Orchid Center, Golf Course Road, Sector-53, Gurugram, Haryana-122 002 (India)

Phone : 0124-470 5600, Fax : 0124 470 5601

PURCHASE ORDER

To:
CONNECTIVITY IT SOLUTIONS PVT LTD

31ST CROSS 10TH MAIN
BANASHANKARI 2ND STAGE
NO 1877 3RD FLOOR GANGOTRI
BANGALORE 560070
29 Karnataka (India)

Vendor Code : 9000116748
Contact Person : H N NARASIMHA MURTHY
Phone : 08026716555
Email : mahesh@s2m.in
Vendor PAN No. : AAGCC1283L
GSTIN : 29AAGCC1283L1ZC

INVOICE TO:

HINDUSTAN COCA-COLA BEVERAGES PVT LTD.
Wada Plant,
Plot no 284-P At & Post Kudus, Taluka Wada, District,
PALGHAR - 421312
27 Maharashtra (India)
GSTIN : 27AAACH3005M1ZR

PO No.	4500160852
Date	07-Sep-2017
Amendment Date	09-Sep-2017
PO Valid Upto	31-Dec-2017

SHIP TO:

HINDUSTAN COCA-COLA BEVERAGES PVT LTD.
Wada Plant,
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PALGHAR - 421312
27 Maharashtra (India)
GSTIN : 27AAACH3005M1ZR

Quote our GSTIN on your tax invoices

GSTIN : 27AAACH3005M1ZR

Contact Person : Nidhi Jain
Email : NIDJAIN@COCA-COLA.IN
Phone :

Please supply/execute the undermentioned goods/services subject to conditions/instructions as mentioned herein and any agreement the parties may have entered into:

Srl	Material Code/Supplier Part no.	Material/Service Description	HSN/SAC	QTY	UOM	Unit Price (INR)	Disc.	P&F	GST %	Amount (INR)
1		Catalyst 2960-X 24 GigE PoE 370W <u>Delivery Schedule</u> 31.12.2017		4	AU	96,052.04 (per 1 AU)			IGST%:18	453,365.63
2		SNTC-8X5XNBD Catalyst 2960-X 24GIE POE 3 <u>Delivery Schedule</u> 31.12.2017		4	AU	34,347.00 (per 1 AU)			IGST%:18	162,117.84



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Srl	Material Code/Supplier Part no.	Material/Service Description	HSN/SAC	QTY	UOM	Unit Price (INR)	Disc.	P&F	GST %	Amount (INR)
		Total Duties & Taxes:								
		SGST								0.00
		CGST								0.00
		IGST								93,887.31
		CESS								0.00

TERMS AND CONDITIONS:

Price Basis :
Mode of Transport :
Delivery : As per schedules
Payment Term : 30 Days from Invoice Date
PO Text :

PO Amount

615,483.47

Amount in Words: INR Six Lakh Fifteen Thousand Four Hundred Eighty Three And Paise Forty Seven Only

For HINDUSTAN COCA-COLA BEVERAGES PVT. LTD

Remarks:

sd

AUTHORISED SIGNATORY

NOTES:

1. Issue separate invoice in duplicate with tax break up for each shipment made against this Purchase Order.
2. Quote Purchase Order reference on all the Invoices, Shipping Documents and Correspondences.
3. Terms & Conditions attached herewith forms an integral part of this PO, Invoices, Shipping Documents and Correspondences.
4. Mention GST Identification Number(GSTIN) with applicable HSN/SAC on invoice, failing which GST will not be paid.
5. Treat this PO as CLOSED beyond validity date, unless otherwise communicated in writing.
6. Service POs may have Annexures. Please refer the same for details.

This is a digitally generated document and does not require signature.

GENERAL TERMS & CONDITIONS

(Forming Integral Part of Purchase Order / Scheduling Agreement)

The material or service specified in the attached Purchase Order (hereinafter referred to as "PO") shall be subject to the following terms and conditions ("General Terms and Conditions") and are in addition to the instructions and specifications mentioned on PO and/or any agreement executed or to be executed between the Buyer and Seller (terms hereinafter defined). In the event of any contradiction between the terms of the said agreement and these General Terms and Conditions, the terms of the agreement shall prevail unless otherwise agreed between the parties.

1. DEFINITION: "Seller" means the party with whom this order is placed as shown on the face of the PO. "Buyer" means "Hindustan Coca-Cola Beverages Pvt. Ltd."

2. ACCEPTANCE: This PO becomes a contract upon receipt by Seller by E-mail or by hard copy delivery of this PO digitally signed by the Buyer or upon receipt of the PO by the Seller. The Seller agrees that this PO contains the complete and final details of material /services with clear specifications along with terms & conditions and modification or change of any terms & conditions or specifications of attached PO/SA shall not be binding unless it is in writing and agreed to by the buyer and the Seller.

3. PRICE AND EXTRAS: Unless otherwise expressly stated in this PO (a) Price are firm (b) No Extras will be allowed unless authorized in writing by Buyer (c) Order will be fulfilled in accordance with the Buyer's requirements including those related to destination, packing and dispatch (d) Buyer shall under no circumstances pay extra for packing, reels, boxes, carting or cartage unless so specified in the Order (e) Selling containers are returnable only when specified on the face of this order otherwise they shall remain the property of the Buyer.

4. DELIVERY: (a) Time is the essence here of and deliveries shall be made as set forth herein: otherwise this PO shall be subject to cancellation at Buyer's option and Seller's risk. (b) Buyer may at any time postpone delivery of any of the articles order herein for a reasonable time, (c) Buyer reserves the right to suspend shipments of the materials covered by this PO for any reason whatsoever including force majeure such as act of god, strikes, lockouts, accidents, act of government or other to contingencies beyond Buyer's control, (d) Buyer reserves the right to recover liquidated damages at the rate of two percent per month or part thereof in case of delayed shipments and/or in case of any defect in the material/services and/or in case of short supply. (e) Buyer's count will be accepted as final and conclusive on all dispatches. (f) All packages must be clearly marked with the Order number and destination and must contain packing list enumerating contents, Notwithstanding anything contained herein above and without prejudice to 4(d) above, if the Seller fails to supply the materials as per the given schedule or within the stipulated timeline, the Buyer reserves the right to purchase the material from any other source and charge any additional amount paid. (g) Deliveries to be made against delivery schedules and delivery dates. Seller shall supply the quantities in full for each line item, unless otherwise agreed between the parties in writing. (h) For services, please refer to PO annexure for details. (i) In cases where supply is made within the state or from outside state/India, the relevant regulations of Way Bill as stipulated in the applicable GST Laws shall also have to be complied with; failing which, legal consequence, if any, that devolves on the Buyer shall be passed on to the Seller or/and to the transporter in case of any mistake or omission in filling the way bill form. (j) The Seller shall be liable to pay all applicable taxes including Goods and Service Tax (GST) or any other tax or cess and show the amount of CGST, SGST, IGST, Cess or any other tax, if applicable, separately in the bill/ invoice/debit/credit notes. It is agreed that the Seller shall quote their GST Identification No. (GSTIN) in all their bills/invoices/ debit/credit notes. The Seller has to provide a proper invoice in the form and manner prescribed under rules of the GST Act/ rules containing all the particulars mentioned therein. In the event the Seller fails to provide the invoice in the form and manner prescribed under GST, then in the event of such non-compliance of the GST Act/Rules, the Seller shall be liable to indemnify for any losses to Buyer. The Seller shall upload/submit all supply invoices details in the outward supply register in the GSTN portal on the scheduled date as per GST act/rules. The Seller shall pay the balance payable GST amount against supplies made to the Buyer on monthly basis within due date from the appointed date regularly. The Seller shall reconcile the differences if any before submission of their final monthly return. The Seller shall issue credit note or debit note (if any) with reference to original invoice within the prescribed time limit as per GST Act/ rules only after acceptance from Buyer and the same shall be uploaded by the Seller in the GSTN portal in the same month. The Seller shall issue and submit the supplementary invoices (if any) with reference to original invoices to the Buyer promptly and within the prescribed time limit as per GST act/rules and the same shall be uploaded by the Seller in the GSTN portal in the same month. In case there is any loss of credit or additional liability and/ or interest arises due to non-compliance by the Seller of goods/ /services, the same shall be reimbursed by the Seller to Buyer. In case the Seller disqualifies any of the above, the input tax credit (GST) shall not be available to the Buyer and the Buyer has right to hold the GST amount without any intimation until the matter gets resolved and credit is available to purchaser. In the event where the input tax credit of the GST charged by the Seller is denied by the tax authorities to the Buyer, the Buyer shall be entitled to recover such amount from the Seller by way of adjustment from the next tax invoice. In addition to the amount of GST, the Buyer shall also be entitled to recover from Seller, interest along with applicable penalty imposed on the Buyer under GST laws. The Buyer reserves the right to change the GST/Tax terms and conditions as notified from time to time by Government of India. It is further clarified that all payments under this PO shall be subject to withholding taxes, if applicable.

5. APPLICABLE LAW: The PO shall be construed and given effect according to the Laws of India and shall be subject to the exclusive jurisdiction of Courts in whose jurisdiction the Buyer's plant/office, as the case maybe, issuing this PO is situated.

6. INSURANCE: Insurance will be arranged by Buyer on receipt of written intimation from Seller with all particulars viz, Challan No. & Date, value including freights etc. where insurance is not specifically mentioned on the PO. Where insurance is included in the PO, insurance will be taken by the Seller.

7. SPECIFICATION: All specifications and tolerance must be held according to approved blue prints or as prescribed in the Order. Any deviations must be in writing approved by the Buyer.

8. RE-WORKS/DEFECTIVE MATERIAL: If any re-work is necessary or if the material needs to be replaced due to non-adherence to specifications or the services or material being defective and only due to default of the Seller, then without prejudice to the terms of this PO, the Buyer at his discretion may re-work the same or procure material from outside and charge back to the Seller at the prevailing rate.

9. EXCESS QUANTITY: Unless otherwise agreed to in writing, the Buyer, under no circumstances will accept the materials in excess of the quantity ordered and the goods supplied will entail rejection at seller's costs and risks.

10. COMPLIANCE WITH LAW: The Seller shall comply fully all applicable government and local laws, rules, regulations and orders. All items Covered by the PO shall also comply with any and all such requirement.

11. INSPECTION: (a) all material and workmanship and services provided shall be subject to inspection and test by Buyer at the plant/location of the Seller and Buyer. Such inspection and testing to be conducted and done at the discretion of the Buyer, Final Inspection shall be at the Buyers factory/location and shall be conclusive except as regards patent defects, fraud, or such gross mistakes as amount to fraud. Buyer reserves the right to reject any article which contains defective material or workmanship. Rejected articles shall be removed at the expense and risk of the Seller including transportation (both ways) promptly after notification of rejected articles. Buyer may choose to retain rejected article and remedy defects. The cost of affecting such remedy shall be deducted from the amount due to the Seller, (b) if material needs chemical analysis and testing, Buyer's laboratory finding will be treated as final and binding on the Seller.

12. ASSIGNMENT: Neither the PO nor any interest or claim hereunder shall be assigned or transferred by the Seller without Buyer prior written approval.

13. REJECTION: In case of REJECTION, if any, for any reason whatsoever the Seller should arrange for lifting of material within 7 (seven) days from the date of intimation. Thereafter, material will be at 'SELLERS' risk and Buyer may choose to dispose off such material as Scrap to Scrap Vendor to clear blocked space without any further intimation to seller.

14. SUB-CONTRACTING: Seller shall not sub contract any portion of the work to be performed without the Buyer's prior written consent. The Purchase of raw material or standard or commercial articles is not deemed a subcontract within meaning of this article.

15. DRAWING: All drawings, designs and specifications supplied by the Buyer to the Seller shall be deemed to be the exclusive property of the Buyer and must be considered as "Confidential" and must not be lent, copied or otherwise used without prior written consent of the Buyer and should be returned to the Buyer on demand or on completion of assigned job.

16. WARRANTY: The Seller expresses that all the articles ordered to specification, will conform there to or to drawing samples or other descriptions furnished by the Buyer or if not ordered to specifications will be fit and sufficient for the purpose intended and that articles will be merchantable of good quality manuals and instructions books have been furnished.

17. ORDER COMPLETION: Order shall not be deemed completed until all required materials and equipment as-well-as requested drawing, test data parts list, operating manuals and instructions books have been furnished subject to terms and conditions mentioned on the PO and to the satisfaction of the Buyer.

18. TERMINATION/CANCELLATION: The Buyer reserve the right to terminate/cancel PO/SA in whole or in part or ask for suspension of the same for any reason whatsoever, or due to change in specification/modification of the requirement or due to any other reason which is beyond Buyer's control on written notice and an equitable adjustment satisfactory to the Buyer and the Seller will be made. PO will be closed beyond validity date and in such case, there will be no liability against said PO/SA on buyer. Supplier should look at the valid amendment date of the PO/SA to refer to the right PO details.

19. WAIVE OF RIGHT: Buyer's failure to demand strict compliance with any of the terms and conditions of this order shall not be construed as a wave of any of the rights and privileges of the Buyer hereunder.

20. WEIGHMENT: Weighment at 'Buyer' premises will be considered as final for billing.

21. AUDIT: Seller hereby undertakes that the Books and Records relevant for the performance of the Seller's obligations shall always be open for inspection by Buyer (or its designees) during normal business hours, or at such other times as may be reasonably required by Buyer. Buyer (or its designees) shall be permitted access to and have right to examine Seller's Records, information and facilities related to the performance of this Agreement (excluding any proprietary technical information) necessary to (a) audit the completeness and accuracy of the Services covered within the scope of this Agreement; (b) verify the accuracy and validity of all billings and charges to Buyer within the scope of this Agreement; and (c) verify Seller's overall compliance with the terms, including performance, security, disaster recovery plan and preparedness, and legal and regulatory compliance terms, of this Agreement and guidelines provided by Buyer, from time to time. Buyer (or its designee) shall have the right to examine and make extracts of information and copy any part thereof at any reasonable time during normal business hours.

22. CONFIDENTIALITY: All written and oral information, in whatever medium or form, shall be held in strict confidence by the Seller and be used only for purposes of this PO. Except as required by law; no such information, including the provisions of this PO, shall be disclosed by the Seller without the prior written consent of the Buyer. If the Seller is required to disclose any confidential information of the Buyer; the Seller shall notify the Buyer immediately and shall co-operate in seeking a reasonable protective order. The terms and conditions of this PO shall be deemed as confidential.

23. INDEMNITY: Notwithstanding anything contained elsewhere in this Agreement, Seller shall fully indemnify, hold harmless and defend the Buyer and its officers, directors, employees, agents, sub-contractors the customers and representatives from and against any and all losses, expenses, claims, damages, costs (including a attorney's fees and court costs), liabilities and expenses, whether based in claims of tortor contract or otherwise arising out of or in relation with 1. death, or injury to persons or property; 2. acts or omissions including negligence, fraud, willful misconduct of the Seller, its employees, agents or contractors; 3. Claims of Infringement of Intellectual Property Rights; 4. Statutory violation; 5. Breach of confidentiality obligations; 6. Breach of any terms and conditions of this PO; Any violation of Supplier Guiding Principles and/or Code of Business Conduct

24. CODE OF BUSINESS CONDUCT: "Supplier agrees to supply each of its employees & subcontractors performing services with a copy of the then-current code of Business Conduct for Supplier to the Coca-Cola Company, a copy of which will be provided by the Company to Supplier upon Supplier's request & also is set forth at "www.thecoca-colacompany.com". Supplier will ensure compliance with the Code of Business Conduct for Suppliers to The Coca-Cola Company by all of Supplier's employee & subcontractors.

25. SUPPLIER GUIDING PRINCIPLES:(SGP) Compliance with Applicable Laws and Standards: We expect our suppliers to share our commitment to respect all human rights. Suppliers to **The Coca-Cola Company** and suppliers authorized by **The Coca-Cola Company** are required to meet the following standards , at a minimum , with respect to their operations as a whole:

- **Laws and Regulations:** Supplier will comply with all applicable local and national laws, rules, regulations and requirements in the manufacturing and distribution of our products and supplies and in the provision of services.
- **Child Labor:** Supplier will comply with all applicable local and national child labor laws.
- **Forced Labor:** Supplier will not use forced, bonded, prison, military or compulsory labor or any form of human trafficking.
- **Abuse of Labor:** Supplier will comply with all applicable local and national laws on abuse of employees and will not physically abuse employees.
- **Freedom of Association and Collective Bargaining :** Supplier will comply with all applicable local and national laws on freedom of association and collective bargaining.
- **Discrimination:** Supplier will comply with all applicable local and national discrimination laws.
- **Wage and Benefits:** Supplier will comply with all applicable local and national wages and benefits laws.
- **Work Hours & Overtime:** Supplier will comply with all applicable local and national work hours and overtime laws.
- **Health & Safety:** Supplier will comply with all applicable local and national health and safety laws.
- **Environment:** Supplier will comply with all applicable local and national environment laws.
- **Business Integrity:** Supplier will comply with all applicable local and national laws and will not use bribes or fraudulent practices.
- **Demonstration of Compliance:** Supplier must be able to demonstrate compliance with **The Supplier Guiding Principles** at the request and satisfaction of The Coca-Cola Company.

If the eight **Core Conventions Of the International Labor Organization** establish higher standards than local law, the **ILO** standards need to be met by the supplier. These minimum requirements are a part of all agreements between **The Coca-Cola Company** and its direct and authorized suppliers. We expect our suppliers to develop and implement appropriate internal business processes to ensure compliance with The Supplier Guiding Principles.

The Company routinely utilizes independent third-parties to assess suppliers' compliance with the SGP. The assessments generally include confidential interviews with the employees and on-site non-employees workers. If a supplier fails to uphold any aspect of the SGP requirements, the supplier is expected to implement corrective actions. The Company reserves the right to terminate an agreement with any supplier that cannot demonstrate that they are upholding the SGP requirements.

(For more information, or to access this brochure of "The Supplier Guiding Principles" in additional languages, please visit our Website at: www.thecocacola.com)

26. Seller here by undertakes that it shall ensure that all its Sub-contractors, if permitted by the Buyer, are given a copy of the said Supplier Guiding Principles and Code of Business Conduct and shall further, ensure that all Sub-contractors strictly and unconditionally comply with all the requirements of the Supplier Guiding Principles and strictly and unconditionally adhere to the Code of Business Conduct for Suppliers.