



PURCHASE ORDER

To
CONNECTIVITY IT SOLUTIONS PVT LTD
#1877, 3RD FLOOR, #GANGOTRI, 3 1ST CROSS
BENGALORE-560070

PURCHASE ORDER NO: 6550003984
DATE : 09-Oct-18

Supply of Licenses

We refer to the above and our discussions on the said matter, and are now pleased to place with you a formal Purchase Order with following terms & conditions.

ITEM DESCRIPTION	HSN CODE	QUANTITY	RATE INR	AMOUNT INR
Cisco FPR2130 Threat Defense Threat Protection 3Y Subs		2	351,648.00	703,296.00
TOTAL (Rounded off)				703,296.00

TERMS AND CONDITIONS

Contract Value (In Words) : INR SEVEN HUNDRED THREE THOUSAND TWO HUNDRED NINETY SIX ONLY.

Time to Delivery: 1 week

Nature of Procurement: Indigenous

Payment Terms: Net 30 days from date of inv

Taxes / Octroi / Excise: Taxes are NIL since SEZ unit

Shipment Terms: E-Delivery

Warranty: Standard

SLA Agreed: FSL GST No : 33AAACI8904N2ZC

Remarks: Please send invoice soft copies to payments@firstsource.com

Other Terms & Conditions:

Billing & Delivery Address

Firstsource Solutions Ltd
ETA Technopark Ltd
Block 4, 5th Floor, No 33
Rajiv Gandhi Salai, Navalur,
603103 KANCHIPURAM, CHENNAI
INDIA

Documentation to be presented with goods. It is important to mention this Purchase Order number in all your future correspondence and invoices in respect of this transaction. Other Terms and Conditions are attached herewith.

#THIS IS A SYSTEM GENERATED PURCHASE ORDER AND DOES NOT REQUIRE SIGNATURE#



PURCHASE ORDER: TERMS AND CONDITIONS contd....:

The Buyer termed herein as Firstsource Solutions Limited

- 1) The buyer in its sole discretion reserves the right to revise the delivery schedule with a margin of 25% upswing or downswing as per the requirements of the buyer at any time during the validity of this Purchase Order and the Seller agrees to comply with the same.
- 2) Without prejudice to the contents of clause 1 hereinabove, the buyer also reserves the right to cancel an order at no cost with thirty days notice to the seller, prior to the scheduled delivery dates, without assigning any reasons whatsoever for the said cancellation.
- 3) By acceptance of this Order, the seller warrants that all merchandise shipped under this Order does comply with all laws and regulations of Federal and State Governments.
- 4) Purchase Order Number must appear on all packages, packing slips, invoices and correspondence relating to this Order. Packing list must accompany each delivery or else the shipment will not be accepted.
- 5) Certificates of compliance and mail / invoices to be furnished in duplicate with each shipment.
All shelf life expiry date required items must be supported by shelf Life Certificate, Test Certificate; Shelf-Life of such items should be 80-90% on arrival in the factory.
- 6) Buyer herein shall mean Firstsource Solutions Ltd & its successors & assigns, & seller shall mean the party whose name is stated on the face of the order including legal successors in business & on whom the order is placed by Firstsource Solutions Ltd.
 - (a) All goods shall be suitably packed, marked & delivered at the address stated on the face of the order & no change shall be made to the buyer therefore unless otherwise stated on the face hereof.
 - (b) Unless otherwise specified herein, seller shall properly mark each package with buyer's order number & where multiple packages comprise a single shipment; each package shall also be consecutively numbered. Purchase Order, number & package shall be shown on Packing Slips, Bills of Lading / Air way bill copy & Invoices. Each package should be clearly marked on all sides **"to Firstsource Solutions Ltd Specified address as per P.O"**
 - (c) Packing Slips must be accompanied with each shipment
 - (d) On date of shipment the original Bill of Lading / Air way bill copy & or other shipping documents for each shipment shall be forwarded to the buyer at the address stated on the face of the order.
 - (e) Seller shall describe the items on Bill of Lading / Air way bill copy or other shipping documents in the same manner as stated in the order.
 - (f) Invoices to be sent to **payments@firstsource.com**.
- 8) Bill discounting arrangements in respect of bills due by buyer to seller for goods supplied are not acceptable & payments for the goods will be made in accordance with the agreed payment terms to the seller. Seller shall not subcontract this order or any right or obligation hereunder without the prior written consent of the buyer.
- 9) All invoices should be submitted in detail to the buyer at the address stated on the face of this order with other relevant documents / supporting as necessary, and shall also give reference to the purchase order number and date. All such invoices will be paid as per their agreed payment terms as indicated on the Purchase Order from the date of receipt of material by the buyer or within 30 days from the date of receipt of the seller's invoice by the buyer together with the relevant documents whichever is later subject to goods being inspected and accepted by the buyer. Seller will send separate invoice for each purchase order.
- 10) Buyer will not be obliged to pay to the seller in relation to any goods delivered in excess of those specially ordered, unless otherwise agreed in writing.
- 11) Notwithstanding the buyer's right to inspect & test goods after receipt of the same in the buyer's premises, the buyer also reserves the right to inspect & test the ordered goods in the seller's premises & seller should provide without charge all reasonable facilities & assistance for each inspection & test. Subject to what is stated in Clause (2), goods not supplied as per buyers specifications are liable to be rejected by the buyer and no claim in respect of the same will be entertained by the buyer.
- 12) Unless otherwise provided herein or any other agreement between the buyer & seller, all buyer's property consisting of goods, materials, facilities, tools, accessories or equipment whatsoever supplied by the buyer for the purpose of executing the order shall remain the property of the buyer & seller shall be liable for any loss thereof & damage thereto, normal wear and tear accepted until such time that the property is delivered back to the buyer.
- 13) It shall be deemed a default resulting in possible termination of this contract by the buyer without any liability of the buyer to the seller for any costs or consequences, if it is found that gratuities (in any form whatsoever) were offered or given by the seller to any officer or employee of the buyer with a view to securing an order or favorable treatment thereof.
Buyer may at any time with the consent of the seller in writing amend this order in regard to any one or more of the following
 - (a) Work to be performed and / or goods to be supplied.
 - (b) Methods of shipment or packing and
 - (c) Place of delivery.
- 14) However, no agreement or other understanding in any way purporting to modify the terms and conditions hereof, shall be binding on the buyer unless made in writing and signed by buyer's authorized representative.
- 15) All drawings, blueprints, specifications and other technical data or information furnished by buyer hereunder shall remain the property of the buyer and shall not be disclosed by seller to other parties or used by seller for manufacturing purposes other than for the buyer's order without buyer's prior written permission. Upon execution or termination of this order and on receipt of formal written request from the buyer the seller agrees to return to the buyer forthwith all drawings, blueprints, specifications, technical data or other materials received from the buyer for the purpose of execution of the order. Seller agrees to indemnify and keep indemnified the buyer in case of infringement of any patent/trademark etc in connection with the use or sale of the goods supplied to the buyer.
- 16) The seller warrants that the goods supplied under this order shall conform with the specifications and requirements agreed to between buyer and seller, and shall be of good material, workmanship, free from any defects and suitable for the purpose(s) for which the same are to be used. If the goods supplied under this order are found to be of defective materials, workmanship, design etc, the seller shall arrange to adjust, repair or replace the same as the case may be at the sellers own cost's immediately after receiving written notice of detection of such defects from the buyer. The seller's warranty as above shall be for the period of 12 months from the time the goods supplied are put to use by the buyer but shall not exceed 18 months from the date of acceptance of the goods by the buyer.
- 17) In specific conditions of this order, the buyer shall be entitled to the right, title and interest of the seller in and to all inventions, improvements and discoveries (whether or not patentable) conceived or made by the seller while discharging its obligations under

this order and that such inventions, improvements and discoveries shall become the exclusive property of the buyer without payment of any additional compensation for the same by the buyer to the seller, other than that specified in this order.

18) Any legal proceedings arising out of the order shall be subject to the jurisdiction of the courts in Mumbai, (India) only and the Governing Laws shall be Indian Laws.

19) The seller must not violate any applicable Anti-Bribery Law. The seller must implement adequate procedures designed to prevent you or your staff from engaging in any activity which would constitute an offence under any applicable Anti-Bribery Law. The seller hereby further confirm that in connection with this purchase order no improper financial or other advantage has been, will be or is agreed to be given to any person whether working for the buyer or any third party. Breach of this provision shall without prejudice to any other right, relief or remedy entitle the buyer to terminate this agreement forthwith. The seller shall communicate immediately to **whistleblowing@firstsource.com** in case of any grievances in relation obstruction by the buyer's employee/s during performance of his services under this purchase order, violation of anti-bribery law or any buyer's employee seeks undue favors from the seller.