

# PURCHASE ORDER

<p>Invoice To  <b>Connectivity Solutions</b>          NO. 1877, 1ST FLOOR, 31ST CROSS          10TH MAIN, BSK 2ND STAGE,          BANGALORE - 560 070          080-26713547          GSTIN/UIN: 29AAMPN5492P1ZL          E-Mail : accounts@connectivitysolutions.in</p>	Voucher No. <b>CS-PO-2017-18-000131</b>	Dated <b>28-Jul-2017</b>				
	Supplier's Ref./Order No. <b>CS-PO-2017-18-000131</b>	Mode/Terms of Payment <b>45 Days</b>				
	Supplier's Ref./Order No. <b>CS-PO-2017-18-000131</b>	Other Reference(s) <b>CS/SOS/MAIL/VENKAT RAJAN</b>				
Despatch To <b>Connectivity Solutions</b> NO. 1877, 1ST FLOOR, 31ST CROSS, 10TH MAIN, BSK 2ND STAGE,, BANGALORE - 560 070, 080-26713547, e-mail : accounts@connectivitysolutions.in  GSTIN/UIN:29AAMPN5492P1ZL		Terms of Delivery				
Supplier <b>Redington (India) Limited</b> Plot No.4/2 Adakmaranahalli Village, Dasanpura Hobli, Makali Post, Bangalore Karnataka, Code : 29 GSTIN/UIN:29AABCR0347P1ZZ						
Sl No.	Description of Goods	Due on	Quantity	Rate	per	Amount
1	<b>UCSC-C220-M4S</b> UCS C220 M4 SFF W/o CPU, Mem, HD, PCIe, PSU, Rail Kit	28-Jul-2017	<b>18 No's</b>	1,24,950.00	No's	<b>22,49,100.00</b>
2	<b>UCS-CPU-E52650E</b> 2.20 GHz E5-2650 V4/105W 12C/30MB Cache/DDR4 2400MHz	28-Jul-2017	<b>18 No's</b>			
3	<b>UCS-MR-1X161RV-A</b> 16GB DDR4-2400-MHz RDIMM/PC4-19200/single Rank/x4/1.2v	28-Jul-2017	<b>18 No's</b>			
4	<b>UCSC-PSU1-770W</b> Cisco UCS 770W AC Power Supply for Rack Server	28-Jul-2017	<b>18 No's</b>			
5	<b>CIMC-LATEST</b> IMC SW (Recommended) Latest Release for C-Series Servers.	28-Jul-2017	<b>18 No's</b>			
6	<b>CAB-250V-10A-ID</b> AC Power Cord - 250V, 10A , India	28-Jul-2017	<b>18 No's</b>			
7	<b>UCSC-RAILB-M4</b> Ball Bearing Rail Kit for C220 & C240 M4 & M5 Rack Servers	28-Jul-2017	<b>18 No's</b>			
8	<b>UCSC-PSU-BLKP1U</b> Power Supply Blanking Panel for C220 M4 Servers	28-Jul-2017	<b>18 No's</b>			
9	<b>N20-BBLKD</b> UCS 2.5 inch HDD Blanking Panel	28-Jul-2017	<b>144 No's</b>			
10	<b>UCSC-HS-C220M4</b> Heat Sink for UCS C220 M4 Rack Servers	28-Jul-2017	<b>18 No's</b>			
11	<b>UCS-M4-V4-LBL</b> Cisco M4 - V4 CPU Asset Tag ID Label (Auto-Expand)	28-Jul-2017	<b>18 No's</b>			
12	<b>UCSC-MLOM-BLK</b> MLOM Blanking Panel	28-Jul-2017	<b>18 No's</b>			
13	<b>UCSC-SWRAID5</b> Software Raid 5 Upgrade Key for Embedded Raid	28-Jul-2017	<b>18 No's</b>			
14	<b>C1UCS-OPT-OUT</b> Cisco ONE Data Center Compute Opt Out Option	28-Jul-2017	<b>18 No's</b>			

continued ...

# PURCHASE ORDER(Page 2)

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<i>E. &amp; O.E</i>																													
Remarks: TAXES : GST Extra Company's PAN : <b>AAMPN5492P</b> Declaration— PO TERMS & CONDITIONS TO BE CONTINUED IN NEXT PAGE																													
for Connectivity Solutions Authorised Signatory																													

## Connectivity Solutions India

### STANDARD TERMS OF PURCHASE1.

#### When these terms apply

- 1.1 This document sets out the terms on which Connectivity IT Solutions Pvt. Ltd (**Connectivity Solutions**) will purchase the products and services (**deliverables**) specified in a purchase order issued by Connectivity Solutions.
- 1.2 These terms apply and will form part of each purchase order unless:
  - (a) Connectivity Solutions has entered into a separate signed contract with the supplier named in the purchase order (**supplier**); and
  - (b) the terms of that contract are inconsistent with, and are expressed to prevail over, these terms.
- 1.3 These terms take priority over the terms of, or referenced in, any document that the supplier provides to Connectivity Solutions (including any invoice for deliverables supplied in accordance with the purchase order).
- 1.4 Connectivity Solutions may vary these terms at any time without notice. The current terms are available from Connectivity Solutions website at [www.connectivitysolutions.in](http://www.connectivitysolutions.in). The terms in force at the time of the supplier's acceptance of the Purchase order will apply to the supply of deliverables under the purchase order.

#### 2. Other terms may also apply

In addition to these terms, when supplying any deliverables or otherwise engaging with Connectivity Solutions, the supplier must also comply with:

- (a) any applicable Connectivity Solutions policies, processes, practices and technical standards notified to the supplier in writing from time to time; and
- (b) Connectivity Solutions Code of Conduct, which is available on request; and
- (c) Connectivity Solutions Privacy Policy, available from Connectivity Solutions website.

#### 3. Supply

- 3.1 The supplier will supply deliverables to Connectivity Solutions on a non-exclusive basis, on the terms of each purchase order.
- 3.2 The supplier will accept each purchase order by sending to Connectivity Solutions, within 48 hours of receipt of the purchase order, a written order confirmation with an expected date for supply of the relevant deliverables. Without limiting paragraph 6 Connectivity Solutions may, without liability, cancel the purchase order at any time before it receives the confirmation.
- 3.3 The supplier must perform all work required under the purchase order without delay and, in any event, in accordance with any timetable agreed in writing.
- 3.4 When supplying products the supplier must:
  - (a) Ensure that they are properly packaged, with each package labelled with the purchase order number and quantity of products inside the package;
  - (b) Deliver the products DDP (Delivered Duty Paid) unless Connectivity Solutions otherwise agrees in writing;
  - (c) Accompany each delivery with a delivery docket that clearly states the Connectivity Solutions or Connectivity Solutions client purchase order number (as applicable), the product description and the quantity being delivered, together with contact names and numbers for Connectivity Solutions and the supplier;
  - (d) Inspect all products before delivering them to Connectivity Solutions;
  - (e) Not deliver any products to a Connectivity Solutions client with the invoice to Connectivity Solutions attached;

- (f) Not part ship any products unless specified on the purchase order or approved in writing by Connectivity Solutions; and
- (g) Notify Connectivity Solutions immediately if it becomes aware of any expected or potential delay in delivery.

- 3.5 Connectivity Solutions may reject any deliverables that fail Connectivity Solutions acceptance tests, for credit, refund, repair or replacement (at Connectivity Solutions election).
- 3.6 Supplier will replace any product that is delivered dead on arrival (DOA), damaged or otherwise not in compliance with the purchase order, within 5 business days of receiving Connectivity Solutions request for replacement, at no cost to Connectivity Solutions. If the supplier is unable to provide a replacement Connectivity Solutions may cancel the purchase order without liability. The supplier will pay all return freight costs. The carrier is not an agent of Connectivity Solutions and Connectivity Solutions has no liability for loss or damage during shipment.
- 3.7 The supplier authorizes Connectivity Solutions to resupply or resell the deliverables to Connectivity Solutions clients.

#### 4. Price

- 4.1 Unless otherwise expressly provided in the purchase order all prices listed in the purchase order will be fixed for all scheduled deliveries and are deemed to include:
  - (a) VAT and any other applicable taxes;
  - (b) Customs duties, inspection, freight, insurance, handling and storage costs; and
  - (c) Any other charges.
- 4.2 Each quotation will remain valid (and the price of the deliverables specified in the quotation is fixed) for at least 30 days from the date issued.
- 4.3 The supplier will provide 10 days' prior written notice of any increase in the list price of any deliverables. Any decrease in list prices will be effective immediately.

#### 5. Payment

- 5.1 Connectivity Solutions will pay each correctly rendered invoice by the last day of the month following the month in which:
  - (a) The invoice is received; or
  - (b) The relevant deliverable is delivered,

Whichever date is later, but payment will only be made if duly certified and signed accepted

  - (c) The invoice is a valid tax invoice;
  - (d) The invoice value is correct and undisputed;
  - (e) Connectivity Solutions has approved the invoice; and
  - (f) The supplier has delivered conforming products and satisfactorily completed services.
- 5.2 Connectivity Solutions will have no obligation to pay any invoice issued by the supplier more than 45 days after the date of supply of the deliverables.

- 5.3 Connectivity Solutions will notify the supplier of any disputed invoice and will act in good faith to remedy that dispute with the supplier. No payment is due on a disputed invoice until the dispute is resolved.
- 5.4 Connectivity Solutions may make adjustments for payments made for returned products or for any overpayments by deducting them from subsequent payments or, at Connectivity Solutions option, requiring the supplier to repay such adjustments or overpayments.

#### 6. Cancellation

Connectivity Solutions may cancel a purchase order without Liability:

- (a) at any time before the scheduled delivery date;

- (b) if the deliverables are not supplied by the scheduled delivery date or the supplier fails to comply with any other terms or conditions of the purchase order; or
- (c) if the supplier (i) becomes insolvent; (ii) makes an assignment for the benefit of creditors; (iii) is subject to the appointment of a receiver to take charge of all or part of the supplier's assets; (iv) merges with or is acquired by a third party; or (v) attempts to assign any rights or obligations under the purchase order without Connectivity Solutions prior written consent.

6.2 If a purchase order is cancelled under this paragraph 6 any terms that are, by their nature, intended to survive will remain in effect, including paragraphs 5, 7, 9 and 10.

**7. Warranties**

7.1 The supplier warrants that:

- (a) it has all necessary consents and approvals to supply the deliverables to Connectivity Solutions;
- (b) the deliverables will conform with the supplier's description and will not contain any defect that prevents use in accordance with that description; and
- (c) in providing the deliverables it has and will comply with all applicable laws and regulations including radiation, emission and safety standards.

7.2 The supplier warrants that the products:

- (a) are new and free from all encumbrances;
- (b) conform to applicable Indian standards and to applications, drawings, samples or other descriptions referenced on the purchase order or in any attachments and exhibits to the purchase order, without defect in manufacturer or design;
- (c) will operate in accordance with all applicable laws and government requirements; and
- (d) are safe and not a danger to health.

7.3 The supplier warrants that the services will be performed in a professional manner, by competent, skilled and qualified personnel.

7.4 The supplier warrants that any software supplied:

- (a) will not contain any open source code; and
- (b) will be free from any disabling device, "time bomb", or similar mechanism able to be used to intentionally impede the operation of the software, damage Connectivity Solutions or its clients' technology environment, or compromise data integrity.

7.5 The supplier must at its cost, without undue delay after Connectivity Solutions notifies the supplier of a defective product, rectify, modify, repair or replace the product to ensure that the product performs in accordance with the above warranties, in each case within 5 business days of that notification and at no cost to Connectivity Solutions.

7.6 The supplier authorises Connectivity Solutions to pass on the benefit of or assign these warranties to its clients. The supplier will honor warranty claims made directly by Connectivity Solutions clients.

7.7 The warranties implied by the Sale of Goods Act and any other similar legislation apply to all deliverables supplied under these terms. The supplier must immediately investigate any defects and repair or resupply the defective deliverables within 2 business days of Connectivity Solutions notifying the supplier of the defects (or such longer time as the parties may agree).

**8. Risk, title and ownership rights**

8.1 Risk in and title to products will pass to Connectivity Solutions on acceptance of the products by Connectivity Solutions.

8.2 The supplier or its licensor owns all intellectual property rights in products. Connectivity Solutions owns all intellectual property rights arising out of the supply of services.

8.3 The supplier indemnifies and will defend Connectivity Solutions, at the supplier's expense, against any infringement or claim of infringement of any trade secret, patent, trade mark, copyright or other proprietary interest of any third party based on the use, resupply or resale of any deliverables supplied under a purchase order. If any such claim is made against any client of Connectivity Solutions the supplier will defend and indemnify the client against such claim as if the claim was made against Connectivity Solutions. If an injunction is issued against such use, resupply or resale or if Connectivity Solutions reasonably believes that an injunction is likely the supplier must, at its own expense, obtain for Connectivity Solutions or its client the right to continue using the deliverable or replace or modify it so that it becomes non-infringing but functionally equivalent.

**9. Confidentiality**

The supplier will keep strictly confidential any information that is disclosed or provided by Connectivity Solutions to the supplier, excluding any information that is already in the public domain at the time that it is disclosed or becomes part of the public domain other than as a result of an unauthorized disclosure by the supplier.

**10. Liability**

10.1 To the extent permitted by law Connectivity Solutions aggregate liability under contract, negligence (or any other tort), indemnity, statute, equity, or otherwise in relation to any purchase order is limited to payment of each invoice correctly rendered in accordance with paragraph 5 of these terms.

10.2 Neither party will be liable for any incidental, indirect, special or consequential loss or damage, or for loss of or corruption of data, loss of use, revenues, profits, goodwill, bargain, opportunities or anticipated savings, whether arising from breach of contract, tort (including negligence), in equity or under an indemnity, warranty or otherwise, even if aware of the possibility of such loss or damage.

**11. General**

11.1 In these terms:

- (a) a reference to a statute is a reference to a Indian statute and includes all regulations under and amendments to that statute and any statute substituted for that statute or incorporating its terms;
- (b) headings are for convenience only and are to be ignored when interpreting these terms;
- (c) the singular includes the plural and vice versa;
- (d) "person" includes a natural person and any entity whether or not incorporated;
- (e) "in writing" includes email to the person responsible for the relationship between Connectivity Solutions and the Client, except when used in paragraph 11.2; and
- (f) the words "includes" or "including" are deemed to be followed by the words "without limitation".

11.2 Notices must be in writing and delivered by hand to the address for service of the receiving party.

11.3 Connectivity Solutions may assign any or all of its rights under any purchase order at will.

11.4 The supplier is not the legal representative, employee, agent, joint venturer or partner of Connectivity Solutions and has no right or authority to create any obligations, whether express or implied, for or on behalf of Connectivity Solutions.

11.5 No waiver of any breach, or failure to enforce, any of these terms will limit Connectivity Solutions right to subsequently enforce strict compliance.

11.6 If any of these terms becomes unenforceable, invalid or illegal, the other terms will remain in full force and effect.

11.7 The supply of deliverables will be governed by, and these terms will be interpreted in accordance with Indian law. The Bangalore courts have exclusive jurisdiction.