

Other Comments or Special Instructions**Delivery: 6 to 8 weeks from the date of PO along with advance.****Warranty: 12 Months From the Date of Commissioning****Note :-**

Please mention our Purchase Order(PO) number on all invoices, packing list and all other correspondance. Failure to mention Ugam PO number might result in unnecessary delays in processing the invoice and consequently the payments could get delayed.

Terms and Conditions

1. **Acceptance of Purchase Order:** Acceptance of this Purchase Order ("PO") is expressly limited to the terms and conditions herein and any additional terms or modifications submitted by Vendor shall be of no force or effect unless specifically agreed to in writing by Ugam.
2. **Invoicing and Payment:** Vendor shall issue the corresponding invoice upon delivery of services and Ugam shall make payment of the relevant amount as per the terms agreed.
3. **Confidentiality:** All specifications, data, ideas and other information, including this PO and the services ("confidential data/ information") to be provided, disclosed to or known to the Vendor by virtue of this PO shall be the sole property of Ugam and/ or its clients and Vendor shall keep the same strictly confidential and not use it for Vendor's own purposes nor disclose to third parties, except to its personnel on a need to know basis and shall take appropriate security measures to prevent its disclosure.
4. **Indemnification:** Vendor shall defend, indemnify and hold harmless Ugam and its clients from and against all claims, actions, demand, damages, cause of action, including reasonable attorney's fees and costs that Ugam or its clients may suffer (i) as a result of any act or omission by Vendor, its employees, agents and subcontractors, breach or alleged breach of any warranty contained herein or Ugam's or its clients' use of services in any manner whatsoever; (ii) as a result of infringement and/ or passing off of tradename, trademark, patent, copyright or other intellectual properties in respect of the services provided.
5. **Non-assignment:** Vendor shall not assign or subcontract its rights or obligations under this PO without Ugam's prior written consent.
6. **Waiver:** Ugam's remedies will be cumulative and additional to those permissible under the law. No waiver of any condition or breach of this PO shall be construed as a waiver or breach of any preceding or subsequent breach thereof.
7. **Force Majeure:** Neither party shall be liable to the other for any delay or failure in the performance of any of its duties and obligations under this PO to the extent that such delay or failure is caused by any event or circumstances beyond its control including fire, war, civil unrest, act of God, earthquake, flood, embargo, riot, sabotage, etc., provided that the delayed party gives the other party prompt notice of such cause and uses its reasonable commercial efforts to correct promptly such failure or delay in performance.
8. **Compliance with laws:** Vendor has and shall comply with any and all applicable laws, rules and regulations of any jurisdiction, including, without limitation, with all federal, state and local laws in the provision of services to Ugam.
9. **Jurisdiction:** If you are an Indian vendor, the Terms and Conditions of this PO, excluding conflicts of law principles shall be governed by and construed in accordance with the laws of India and both parties agree to submit to the jurisdiction of the Courts of Mumbai.
10. **Severability:** In the event any provision of this PO is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this PO will remain in full force and effect.
11. **Consequences of breach:** In the event that Vendor breaches any condition herein or fails to comply with any term, condition or requirement of this PO, including but not limited to failure to perform services satisfactorily or failure to timely deliver, Ugam shall be entitled to, in addition to any other remedies, at its sole option and without liability to Ugam: (a) cancel this PO without notice; (b) reject or refuse acceptance of delivery of services, in whole or in part; (c) insist upon Vendor's performance or reperformance of services under this PO at no additional cost; (d) withhold any payments due to Vendor; (e) recover a sum equivalent to the loss, damage and all expenses caused thereby without prejudice to any other rights which shall have accrued or shall accrue to Ugam under the PO.
12. **Right to cancel:** To the extent permitted under applicable law, Ugam shall have the right to cancel this PO without obligation or to require assurances of performance satisfactory to it in the event of insolvency of Vendor or voluntary petition for bankruptcy or insolvency by Vendor or if the Vendor makes an assignment for the benefit of creditors or in the event a petition under the bankruptcy or insolvency law is filed against the Vendor.
13. **Statutory compliance:** All payment is payable after deduction of TDS, work contract tax and other statutory compliance.

For Ugam Solutions Private Limited**For Connectivity IT Solutions Private Ltd.****Authorized by**

Vishal katial

Date**Authorized by**

10-Apr-19