



by aliaxis

Ref No: FM PUR-04/R.1/02.07.03

## SERVICE PURCHASE ORDER

## KEY INSTRUCTIONS:

1. In GST, all purchases & sales would be linked & matched with details uploaded by the vendor, hence it is imperative that the vendor uploads the sales details on time, so that credit on purchases can be claimed by APPL.
2. Please be informed that, your respective supplies payment would be withheld if credit is denied to APPL under GST

<b>Supplier Code</b> : 3301208 <b>Supplier Name &amp; Address</b> : <b>Connectivity It Solutions Pvt Ltd</b> 31st Cross Rd, Banashankari Stage II, Banashankari, Bengaluru, Karnataka, 1877, 1st Floor, 10th Main,, Bangalore-560070	<b>PO Number</b> : 4300015278 <b>Amendment No</b> : 0 <b>PO Date</b> : 05.10.2021 <b>Quotation Ref.No.</b> : BY MAIL
<b>Bill &amp; Ship to Address:</b> Ashirvad Pipes Private Limited No. 4b, Attibele Industrial Area, Hosur Road Bangalore-562107 <b>Phone</b> : 080-28061000 <b>Email</b> : info@ashirvad.com <b>GST No.</b> : 29AABC7061K1ZH	

### Please Supply The Following Material As Per Description Given Below

SN o	ITEM CODE	HSN CODE	ITEM DESCRIPTION	QTY	UOM	RATE	TOTAL AMOUNT
1		998313	Network Support & Service Delivery Mngmt	12.000	MON	80,000.00 0	960,000.00
2		998313	Off-Site Network Support	12.000	MON	50,000.00 0	600,000.00

Currency : INR Types Of Supply : Service Indent No. : 2800019238/29.09.2021 Delivery Schedule : AS PER OUR IT DEPT REQUIREMENT Place Of Delivery : Payterm : 30 days from GRN (Non Capex) Incoterm : AT OUR WORKS Amendment Text : Buyers Remarks : TECHNICAL SPECIFICATION AS PER YOUR PROPOSAL DATE: 04.10.2021	<b>Item Value</b> <b>1,560,000.00</b> Total For Taxes 1,560,000.00 CGST @ 9. % 140,400.00 SGST @ 9. % 140,400.00  <b>Grand Total INR</b> <b>1,840,800.00</b>
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**Amount In Words:** Eighteen Lakh Forty Thousand Eight Hundred Rupees Only

**Note:**

\* This Is System Generated Document, Does Not Require any Signature

\* Please refer Annexure - 1 on next page for General Terms & Conditions.

## ANNEXURE - 1

### PURCHASE ORDER TERMS AND CONDITIONS.

The terms and conditions set forth below, together with the written information contained in this purchase order, all attachments & exhibits attached hereto, all specifications, drawings, notes, instructions, other written materials and information referred to therein, shall apply to this purchase order (collectively referred to herein as "Purchase Order/ PO"). In the absence of any written agreement between Ashirvad (Buyer) and the seller, this Purchase Order constitutes the entire agreement between Ashirvad and Seller with respect to the purchase of the products and/or services described under this PO and supersedes all prior oral and written communications relating thereto

#### **1. ACCEPTANCE**

Seller's acknowledgment or supply against this Purchase Order (PO) shall constitute Seller's acceptance of all of the terms and conditions herein. The Seller shall be deemed to have accepted a PO sent via email unless it gives written notice within 7 days of receipt, of non acceptance.

#### **2. PRICE & TAXES**

2.1 Price and delivery terms are as stated on the face of the PO. Unless otherwise provided on the face of the PO, the price includes (i) all costs to comply with the terms and conditions of the PO, (ii) any and all taxes, and (iii) fees, duties, or other governmental impositions on the sale of the goods or services covered by the PO. If Buyer or Buyer's customer is required to pay any taxes or other impositions, Seller will promptly reimburse the Buyer. Notwithstanding the foregoing, Buyer shall pay G.S.T and any other sales tax, if applicable from time to time.

2.2 As may be applicable, Ashirvad may deduct withholding taxes (TDS) under applicable section of Income Tax Act, 1961.

2.3 The Seller shall provide a proper invoice in the form and manner prescribed under GST Invoice Rules containing all the particulars mentioned therein. Seller shall also report the transaction in GSTR 1 return to enable the Buyer to claim GST Input credit. In the event that the Seller fails to provide the invoice in the form and manner prescribed under rules, Buyer shall not be liable to make any payment against such invoice.

2.4 Notwithstanding anything contained anywhere in the PO, in the event that the input tax credit of the GST charged by Seller is denied by the tax authorities to Buyer, Buyer shall be entitled to recover such amount from the Seller by way of adjustment from the next invoice. In addition to the amount of GST, Buyer shall also be entitled to recover interest at the applicable rate and penalty, in case any penalty is imposed by the tax authorities on Buyer.

2.5 As per the applicable state rules Seller is responsible to prepare an E way bill for transportation of goods on GST online GST portal. In case Seller is unable to prepare the E way bill or in case any E way bill is erroneously made and the goods are being detained by the Tax Authorities, in that case SELLER has the responsibility to get the detained goods released and pay for the damages. Buyer can recover for the damages caused in such event.

2.6 Seller shall be solely responsible for true and correct classification (HSN/SAC based) of the goods/services in accordance with GST Laws. Seller shall, on request from Ashirvad, forthwith provide documents supporting the basis of its classification of goods/services. Seller under takes to indemnify Ashirvad for any loss or reduction of input credit availed by Ashirvad, due to incorrect classification (HSN/SAC based) by the Seller.

2.7 If Seller become corporate company & having multiple plants anywhere in India, Raw material / Goods can be supplied from any plant using this Single PO.

#### **3. SHIPMENT & DELIVERY**

(i) Delayed Delivery: The time and date of delivery/performance as stipulated in the PO shall be deemed to be the essence of the PO.

(ii) The goods/services shall correspond with the specification provided by Buyer in full details otherwise the same shall be liable to be rejected and the Seller shall be deemed to have failed to deliver the goods/services in breach of the PO.

#### **4. INSPECTION OF GOODS**

Buyer will have a reasonable period of time after delivery or performance within which to inspect and accept the goods or services. The receipt of goods or services, the inspection or non-inspection of or payment for the goods or services, will not constitute acceptance of the goods or services and will not impair Buyer's right to (i) reject nonconforming goods or services, (ii) recover damages and/or (iii) exercise any other remedies to which Buyer may be entitled at law or in equity. Further, acceptance of goods or services will not waive any rights or remedies at law or in equity accruing to Buyer as a result of any breach of the Order. Rejected goods may be returned to Seller or otherwise disposed of at Seller's cost and expense.

#### **5. CHANGE ORDERS**

Ashirvad may, at any time prior to the Delivery Date, by written communication suspend its purchase or products or services hereunder, change the quantity or products or the scope of services ordered or the Delivery Date or make changes in, (i) applicable drawings, design or other specifications, (ii) the method of shipment or packing, and/or (iii) the place of delivery or the specified location for the services to be performed.

## 6. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

Seller agrees that any data, design, specification it obtains from Ashirvad which also included, without limitation, technical, trade secret, commercial or financial information about the research or development, machinery, manufacturing processes, designs, engineering, marketing plans customer contacts, organization, or operations of Ashirvad Company, its subsidiaries or affiliates (collectively referred to as "Confidential Information") as confidential. Except as required to perform its obligations under the PO and expressly permitted herein, Seller shall hold in confidence and not use or disclose any Confidential Information without Ashirvad's prior written consent and shall similarly bind its employees, consultants, and subcontractors in writing. Seller shall not disclose any Confidential Information to any person other than those employees, consultants or subcontractors of Seller who have a legitimate need to know to perform the obligations under this PO. Seller's nondisclosure obligation here under shall not apply to information which it can document, is generally available to the public or was rightfully disclosed to Seller by a third party without restriction. Upon Ashirvad's request, or on completion of its obligations under this PO or earlier cancellation of this Purchase Order, Seller shall promptly return all Confidential Information and any copies thereof to Ashirvad.

Nothing in this PO or any exhibit forming part of this PO shall be construed as granting any license under any intellectual property rights except as separately agreed in writing.

## 7. COMPLIANCE

### 7.1 ANTI-BRIBERY.

The Supplier undertakes that neither it, nor its directors, officers or employees, will violate any applicable anti-bribery laws or standards. Specifically, Supplier agrees that it will not, directly or indirectly, pay, promise or offer to pay, accept or authorize the payment of any undue money or other advantage to a public official or representative of a State-owned enterprise, or to any person or entity in connection with the improper performance of any public or business function or activity. In addition, no payment shall be made to anyone for any reason on behalf of or for the benefit of Ashirvad which is not properly and accurately recorded in the Supplier's books and records, including amount, purpose and recipient, all of which shall be maintained with supporting documentation, (c) it shall not and shall not authorize its subcontractors, agents or other third parties to request, agree to receive or accept a financial or other advantage where, in anticipation of or in consequence thereof, a relevant function or activity is or may be performed improperly, (d) it has taken and will continue to take reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from engaging in any conduct that would contravene (a), (b) or (c) above.

7.2 The Supplier is an independent contractor engaged by the Buyer to supply the Products/ Services. Nothing in the Agreement shall make the Supplier the legal representative or agent of (or be in partnership with) the Buyer nor shall any of them have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of or on behalf of, the Buyer.

7.3 The Seller undertakes that he does not and will not employ any person to manufacture or provide goods or services who is under fifteen (15) years of age, or eighteen (18) years of age in the case of hazardous work (hereinafter "Child Labour"). Seller has used reasonable efforts to determine whether his suppliers use Child Labour in manufacturing or providing goods or services, and he certifies that he, after reasonable inquiry, is not aware of any of his suppliers of goods and services that use Child Labour. Seller hereby certifies that the workers he uses and will use, to produce and supply the goods or provide the services are present voluntarily.

7.4 The Seller undertakes to be in compliance with the Safety & Environment Protection laws and all applicable state & national regulations. Seller shall indemnify Ashirvad and hold Ashirvad harmless with respect to any liability arising from the contravention of this provision by the Seller.

## 8. ARBITRATION

Any dispute arising out of or in connection with the Order shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English in Bangalore by the sole arbitrator appointed by the Buyer. The cost of arbitration shall be shared equally between the parties unless decided otherwise by the arbitrator.

## 9. INTELLECTUAL PROPERTY RIGHTS

All drawings, specifications and other copyrightable documents and any molds, dies, tools, equipment, recipes, trade secrets, patents, trademarks or the like furnished by or on behalf of Buyer are for use solely with respect to the Order. Seller (i) will not have any rights to, property or interest in the same except to the extent necessary to execute the Order, (ii) will be responsible for maintaining the same in proper working order subject only to normal wear and tear, and (iii) upon completion (or earlier cancellation or termination) of the Order, will promptly destroy or return these items, as requested by Buyer.

**OWNERSHIP OF INVENTIONS.** With respect to new or modified goods/services, all rights, titles, and interest in any and all inventions (including discoveries, ideas, or improvements, whether patentable or not), (i) based upon or arising from Buyer's information, or (ii) developed specifically for Buyer, will belong to Buyer regardless when they are created. In the event that Seller produces works of authorship for Buyer under the Order ("Works") the Works will be deemed, "works made for hire" and Buyer will receive all rights, title, and interest thereto. However, if any Works are not determined to be "works made for hire", Seller agrees to assign, and hereby assigns to Buyer and its successors the entire right, title, and interest, in and to the Works. Nothing in the Order will affect the pre-existing intellectual property rights of the parties.

**20. AUDIT:** Subject to reasonable confidentiality obligations, Buyer will have the right to audit and inspect the records and facilities of Seller and

Seller's agents, representatives and subcontractors used in performance of the Order or relating to the goods or services to the extent reasonably necessary to determine Seller's compliance with the Order. Seller will provide Buyer or its third party designee conducting the audit or inspection with reasonable assistance, including without limitation access to buildings, appropriate personnel and work space. Buyer's audit/inspection, or failure to conduct any audit or inspection, will not release Seller from any of Seller's obligations.

## **10. INDEMNIFICATION**

To the fullest extent permitted by law, Seller agrees to indemnify and hold harmless Buyer, its affiliates and their directors, officers, employees, agents, and representatives from and against any and all liability, loss, damage, fine, cost or expense (including reasonable attorneys' fees) to the extent arising out of or resulting from (i) any non-conforming good or services; (ii) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of the goods or services provided by Seller, (iii) any leak or spill of any materials, substances or chemicals while being transported or delivered to Buyer or while on Buyer's premises, (iv) any breach by Seller of any term or condition contained in the Order; (v) the use of any Buyer Materials or person in the employ of Buyer to perform any services under the Order and/or, (vi) the negligent acts or omissions, or willful misconduct of Seller, Seller's subcontractor's, employees, agents, representatives and any person performing services under the Order. In the event the goods or services, in Buyer's reasonable opinion, are likely to infringe a patent or copyright, or misappropriate a trade secret (and in any event, if a court of law finds that the goods or services, in fact, do infringe or misappropriate), then Seller shall further provide Buyer one of the following forms of relief to be chosen by Seller, (a) obtain a license on Buyer's behalf to continue to use or sell the goods or services, (b) redesign the goods or services so that they do not infringe or misappropriate; or (c) refund Buyer the price paid for the goods or services in question. Without limiting the foregoing, Buyer may require Seller to re-deliver against non-conforming goods or re- execute nonconforming services at Seller's cost and expense.

## **11. ORIGIN CONTROL**

Seller represents and warrants that neither it nor any person or entity that owns or controls it is a designated target of economic trade sanctions promulgated by the US, EU, UN, or the country of origin of the goods (Sanction Laws). Seller undertakes (i) that Seller and its agents and representatives will fully comply with all applicable Sanction Laws in their performance hereunder; and (ii) that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel, or with any carrier, owned, controlled, flagged or chartered by any country, person or entity that would cause Buyer, or any US parent company of Buyer, to be in contravention of applicable Sanction Laws. Seller agrees to cooperate with Buyer's reasonable requests for information or documentation to verify compliance with this clause.

**12. Seller shall abide by all the Rules, Regulation & Acts stipulated and as amended from time to time. If any Act & Rule related to Health, Safety & Environment is amended (OSHAS & EMS) and require any change, it shall be complied with.**