

Unit No. 2B, 6th Floor, A wing ,Times Square ,Andheri Kurla Road ,Andheri (East) ,Mumbai ,400059 ,MAHARASHTRA ,IND

Phone 022-40332255

Email: info@syndrometech.net

Website: www.syndrometech.net

Ship To :	Bill To :	Vendor Name & Address :
Syndrome Technologies Pvt. Ltd.	Syndrome Technologies Pvt. Ltd.	Connectivity Solutions
Plot no.41/11 ,Dr. Plaza, 1st Flr ,Sector 30A ,Sanpada -400703 ,NEW MUMBAI ,400703 ,MAHARASHTRA ,IND	Unit No. 2B, 6th Floor, A wing ,Times Square ,Andheri Kurla Road ,Andheri (East) ,Mumbai ,400059 ,MAHARASHTRA ,IND	31st Cross, 10th Main,Banshankari 2nd stage, ,BANGALORE SOUTH ,560070 ,KARNATAKA ,IND
Contact Person Detail :	Contact Person Detail :	Contact Person Detail :
Name.....: Yogesh Mane	Name.....:	Name.....: Venkat Rajan
Contact No.: 08108833741	Contact No.....:	Contact No.: 9844912500
E-Mail.....: yogeshm@syndrometech.net	E-Mail.....:	E-Mail.....:

Tax Details	Syndrome	Vendor	Account Manager Details :	PO No.....:	PO-04005-2
TIN NO...:	27250814853V	29080221225V	Name..:	PO Date.....:	26/06/2017
CST NO...:	27250814853C	29080221225C	Contact:	Tax Form.....:	
Service Tax No...:	AAOCS2326LSD001		Email...:	Deal ID.....:	
PAN No...:	AAOCS2326L	AAMPN5492PST001		Mode of delivery.....:	Hand Delivery
CIN No...:	U72900MH2010PTC 202840	AAMPN5492P		Payment Term.....:	45 Days Credit on Delivery
				Delivery Terms.....:	Immediate on receipt of PO
				Warranty.....:	

No.	Product	Product Name	Qty	Unit	Unit Price(INR)	Tax Component	Tax Amount	Amount(INR)
1	ASA5516-FPWR-K9	ASA 5516-X with FirePOWER services, 8GE, AC, 3DES/AES	1.00	Nos	1,95,000.00	MH- VAT 6%	11,700.00	1,95,000.00

Each Product consist of followings

Component Name	Component Description	Qty
ASA5516-SSD	ASA 5516-X SSD	1.00
SF-ASA-K-9.6-K8	ASA 9.6 Software image for ASA 5506/5508/5516 series	1.00
ASA5516-CTRL-LIC	Cisco ASA5516 Control License	1.00
SF-ASA-FP5.4.1-K9	Cisco FirePOWER Software v5.4.1 for ASA 5500-X	1.00
CAB-IND-10A	10A Power cable for India	1.00
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	1.00

Remarks :	Terms	Amt (INR)
	Net Amount	1,95,000.00
	MH-VAT-6%	11,700.00
	Sub Total	2,06,700.00
	Total	2,06,700.00

Amount In Words : *** Two Hundred Six Thousand Seven Hundred and Zero paise***

Authorized Signatory

(Syndrome Technologies Pvt. Ltd.)

PURCHASE ORDER TERMS AND CONDITIONS

Buyer shall mean Syndrome Technologies Pvt. Ltd. seller shall mean Connectivity Solutions and together referred to as parties.

1 Scope, Purchase Order

This purchase Order is submitted by Buyer to Seller to purchase the Materials and Services at price specified in the Purchase Order. Seller shall accept or reject Purchase Order in writing within five (5) Business Days after receipt of the Purchase Order. In the event that Seller fails to provide its acceptance or rejection of a Purchase Order in writing within such five (5) Business Day period, such Purchase Order shall be deemed to be accepted and shall constitute a legally-binding obligation of the Parties.

2 Invoices and Payment:

- * Buyer agrees to pay to Seller the Purchase Price set forth in Purchase Order for the Materials delivered or Services rendered in the currency stated herein. Upon the successful completion of the work described in the Purchase Order, Seller shall deliver to Buyer an invoice for all Materials delivered or Services rendered, which invoice shall set forth or contain.
 - * A description of the Materials delivered or Services rendered;
 - * The locations to which such Materials were delivered or Services were rendered and the date of delivery;
 - * The price for all such Materials delivered or Services rendered; and
 - * Tax Registration numbers (VAT / Sales Tax, Excise, Service Tax, PAN No.etc as the case may be) All invoices shall be Tax Invoice and the Invoice shall clearly state that the Invoice is Tax Invoice and declaration that the Tax registrations are valid as of the date of Invoice. Hundred percent (100%) of the Invoice value of the Goods shall be paid within 60 days after completion of delivery and against submission of the following documents at least 10 days before the due date:
 - * Signed Original Invoice as per details mentioned above.
 - * Original Delivery Challan duly signed by the consignee.
 - * Original Octroi receipt, if applicable.
- * Seller's Invoice submitted to the Buyer must match the Purchase Order. Subject to Section below, payment of the Purchase Price for Materials and/or Services shall be made within 60 days of Buyer's receipt of the applicable invoice, but in no event prior to Buyer's Acceptance of the Materials and/or Services. In the event Buyer disputes in good faith
 - * Any portion of a Seller invoice, Buyer agrees to pay the undisputed portion of the invoice and submit a written claim for the disputed amount, documenting the basis for its claim. Under no circumstances shall Seller invoice Buyer for Materials delivered or Services rendered more than ninety (90) days following the delivery date of such Materials or the date the Services were completed. Buyer shall have no liability for invoices submitted to Buyer following the expiration of such ninety (90) day period. All transactions contemplated by this Purchase Order shall be denoted in the currencies set forth in Purchase Order.

3 Delivery Terms

- * Seller shall properly package and pack Materials such that the Materials are not damaged or destroyed during shipment. Each shipment shall be labelled and shall contain a packing list indicating Purchase Order number(s), part number(s) and quantities. Seller shall be the shipper of record. However, where possible, Seller shall deliver Software electronically to an IP address (es) designated by Buyer.
- * Buyer's request to reschedule any delivery with less than thirty (30) day's prior written notice to Seller shall be as mutually agreed upon by the Parties in writing. Upon at least thirty (30) day's written notice to Seller prior to the originally-scheduled Shipment Date of Materials under any Purchaser Order, Buyer may cancel all or a portion of any shipment of the Materials without charge or penalty.
- * The transportation of Material shall be the responsibility of the Seller. In addition, the Seller shall provide all relevant manufacturer's warranty certificates, works tests, inspection reports, technical catalogues, etc. along with the Materials.
- * Seller shall be responsible for assuring that the quantity of Materials delivered is consistent with the quantity requested in this Purchase Order. If the quantity delivered varies from the quantity ordered, Buyer shall not be obligated to (but may, at its election) accept delivery thereof and Seller shall remain responsible for satisfaction of the unfulfilled portion of this Purchase Order. In any such event, Buyer shall only pay for the quantities of Materials actually delivered and accepted by Buyer. Buyer or its agent shall be permitted to inspect and conduct appropriate tests on the Materials delivered or Services rendered hereunder, and shall be entitled to reject any Materials delivered or Services rendered which do not meet the requirements of this Purchase Order or any applicable specifications, drawings, samples and descriptions referred to in this Purchase Order or in the Materials provided by Seller to Buyer.

4 Time and dates of delivery liquidated damages

- * THE TIME(S) AND DATE(S) OF DELIVERY SET FORTH IN THIS PURCHASE ORDER ARE OF THE ESSENCE. Seller shall notify Buyer immediately when Seller has knowledge of any potential delay in delivery. Buyer may refuse delivery of Materials made more than two (2) business days prior to the time and date for delivery specified herein.
- * The price for the Materials or Services shall be reduced by 1% for every week (or portion thereof) of the delay in delivery or performance of Services after the due dates thereof subject to maximum of 15 % of the Purchase Order value. The Parties recognize that such price reduction is a genuine pre-estimate of Buyer's loss and is not intended to be a penalty.
- * In addition to the foregoing price reduction remedy, in the event the Materials or Services are not successfully delivered or performed at the site/ place where it was required to be delivered or performed by Seller within 30 (thirty) days of the due dates mentioned herein, then this Purchase Order shall automatically stand terminated and treated as null and void. In such an event, Buyer shall have no liability of whatsoever nature. The foregoing clause shall be without prejudice to any other rights that Buyer has under this Purchase Order. Any subsequent transactions for supply of Materials or Services may take place between Seller and Buyer only with the prior written consent of Buyer.

5 Taxes, Charges and Duties

- * Seller agrees that taxes, charges and duties if applicable shall be billed in the invoice separately as per Purchase Order
- * Sales Tax (VAT/CST) : Extra @6% If Applicable
- * Service Tax : Extra @ 15% If Applicable
- * Octroi / Entry Tax : Extra at actuals, if applicable
- * All payments shall be subject to deduction of tax at source, wherever applicable, which shall be deposited by Buyer with the competent tax authorities and statutory certificate confirming such deposit shall be provided to Seller as per the applicable tax laws.

6 Software Right-to-use

Unit No. 2B, 6th Floor, A wing ,Times Square ,Andheri Kurla Road ,Andheri (East) ,Mumbai ,400059 ,MAHARASHTRA ,IND

Phone 022-40332255

Email: info@syndrometech.net

Website: www.syndrometech.net

* Seller grants to Buyer a fully paid-up, world-wide, nonexclusive, transferable, irrevocable, license to use the Software for Buyer's business purposes on or in conjunction with the Materials with which such Software was originally delivered. This does not convey to Buyer any ownership rights in any Software or any copies thereof, or any right of sublicense, but constitutes only a license to use the Software. Buyer may, after prior written notice to Seller and obtaining the necessary export or re-export permits (as required), allow any one of its affiliates or customers to use the Materials or Software instead of Buyer. Buyer shall be entitled (at no additional charge) to transfer the Software:

- * From one installation Site to another;
- * From one country or region to another; and
- * From any Buyer location to any Buyer affiliate location

7 **Warranties**

* Warranty of Title: Seller warrants unencumbered title to the Materials furnished hereunder and that such

* Materials are new and of the kind and quality described in this Purchase Order.

* Warranty Against Defects:- Seller warrants against any defects in the Materials (including Software) based upon manufacturer specifications and the commercial uses for which the Materials are intended for a minimum period of one year after provisional acceptance of buyer.

* Warranty of Non-Infringement:- Seller warrants that the Materials and Services furnished under this Purchase Order, and the use thereof by Buyer in accordance with the terms and conditions of this Purchase Order, will not infringe (whether directly, contributory, by inducement or otherwise), misappropriate or violate any patent, trademark, copyright, trade secret or any other intellectual property right of any third party, or violate the laws, regulations or orders of any governmental or judicial authority.

* Third Party Warranties:- Where applicable, Seller shall secure from the applicable third party vendor(s) and assign to the Buyer, at no additional cost to Buyer, any and all warranties available from such third party vendor(s) with respect to any and all Materials procured by Buyer pursuant to this Purchase Order. Such assignment shall not, however, relieve Seller of any of its warranty obligations contained herein. In the event such third party vendor warranties are not assignable to Buyer, Seller shall enforce, as necessary, such warranties on behalf of Buyer.

* Workmanship Warranty:- Seller warrants that its performance of any Services will be of a professional quality, be provided by any adequate number of qualified individuals with suitable training, education, experience and skill in performing the Services, conform to the highest applicable industry standards and practices, and conform to the specifications and descriptions set forth in this Purchase Order or such other documents, drawings, samples and descriptions referred to in materials provided by Seller to Buyer.

9.6. No Disabling Code- Seller warrants that it shall perform Services in an efficient and cost effective manner and Seller shall not place any time bomb, worm, virus, lock, drop-dead device, security mechanism, or other component of software or electronically stored information that will in any manner:

* Damage, destroy, alter, or adversely affect the operation of software, firmware, hardware, or a service in connection with which that Service is used,

* Reveal, damage, destroy, or alter any data or other information, or

* Disrupt the provisioning or operation of a Buyer Network Service

* In the event of a defect or defects in Material or workmanship appear within the Warranty Period, Seller shall, without cost to Buyer, proceed with such replacements or corrections of the Materials or workmanship as are necessary in order to make them comply with the requirements of this Purchase Order. The cost of such correction or any special or general overhaul rendered necessary during the Warranty Period due to defective Materials or workmanship shall be borne entirely by the Seller.

* Warranty on Repaired or Replaced Work:- The warranty on any replacements or corrections to the Materials or workmanship provided shall be on the same terms as set forth above, and shall extend from the date of their completion and acceptance by Buyer.

* The warranties expressly provided in this Purchase Order are in lieu of and exclude all other warranties or conditions, written or oral, statutory, common law, express or implied including any warranty or implied condition as to fitness for a particular purpose or merchantability and shall constitute Seller's sole obligation and liability and Buyer's sole remedy in respect of such warranties on the Materials.

* Buyer's Rights Not Waived by Payment or Certificate. Neither any certificate given or payment made against this Purchase Order shall be construed as conclusive evidence of the satisfactory performance of the work covered by the Purchase Order either wholly or in part nor shall any certificate or payment be construed as acceptance of defective design, material or workmanship relieving the Seller of its full responsibility under the Purchase Order.

8 **Indemnity**

* Seller shall indemnify, defend and hold harmless Buyer, its affiliates and its and their respective officers, directors, employees, and agents, from and against any and all claims, losses, liens, demands, reasonable attorneys' fees and court costs, damages, liabilities, costs, expenses, obligations, causes of action, or suits, (collectively "Claims") to the extent that such Claims are caused by, arise out of, or are connected in any way with any claim that any Materials (including Software) or Services supplied hereunder (or the use thereof) infringes (whether directly, contributory, by inducement or otherwise), misappropriates or violates any copyright, patent, trademark, trade secret or other intellectual property right of a third party. Seller shall indemnify, defend and hold harmless Buyer, its affiliates and its and their respective officers, directors, employees, and agents, from and against any breach of Confidentiality, fraudulent act or misrepresentation and Claims by third parties with respect to damage to property, personal injury or death caused by Seller's negligence or willful misconduct .

9 **Limitation of Liability**

* In no event shall either party be liable to the other party in connection with this Purchase Order or the arrangements contemplated hereby for any indirect, incidental, consequential, punitive, special or other similar damages, whether or not due to the fault or negligence of a party, and regardless of whether

* The other party has been advised of the possibility of such damages or losses.

* In no event shall Buyer's total aggregate liability hereunder exceed the Purchase Order value with respect to the event giving rise to liability.

* The limitations of liability above shall apply to any damages, however caused and regardless of the theory of liability, whether derived from contract, tort (including, but not limited to, negligence), or any other legal theory, even if such Buyer has been advised of the possibility of such damages and regardless of whether the limited remedies available under this Purchase Order fail of their essential purpose.

10 **Insurance**

* Seller shall procure and maintain with reputable insurers insurance protecting Seller and Buyer against liability from damages arising out of Seller's operations in connection with the performance of this Purchase Order, in such amounts as reasonable requested by Buyer or which are otherwise prudent, but in no event less than required by applicable law. Seller shall also procure Transit Insurance (for transportation of Material to Ultimate Consignee Site).

11 **Assignment**

* Neither Party may assign this Purchase Order or sub-contract any part of the work under this Purchase Order to any third party without the prior written consent of the other Party hereto. Sub-Contracting shall not relieve Party of its obligations under this Purchase Order.

12 **Force Majeure, work stoppages**

* Neither Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, riots, terrorism, war, fire, epidemics or other similar circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. To the extent a force majeure event delays the performance of Seller by more than ten (10) days, Buyer may terminate this Purchase Order for convenience upon written notice without further liability.

13 **Confidential Information**

* All information, (the "Confidential Information"), supplied by one Party to the other hereunder, or acquired by either Party in connection with this Purchase Order or quotations, shall be confidential and the exclusive property of the disclosing Party, and the other Party, except as specifically authorized in writing by the disclosing Party, shall treat and protect such Confidential Information as the disclosing Party's proprietary and confidential information, and shall not, except as expressly permitted hereunder, reproduce or divulge said Confidential Information in whole or in part to third parties and shall use said Confidential Information only for study, operation and maintenance purposes, or as required by either Party to exercise rights granted or in the performance of its obligations hereunder or the enforcement of the obligations of the other Party or relevant third party. Nothing in this Purchase Order shall be construed to grant to either Party the right to use the other Party's or its customer's trademarks or logos, service marks, trade names or brand names or other intellectual property unless such party expressly grants such right in writing. Neither party shall issue any publication nor press release relating to any contractual relationship between Seller and Buyer except as required by law or agreed in writing between the parties.

14 **Governing law**

* This Purchase Order shall be governed by and interpreted in accordance with the laws of India, without giving effect to any principles of conflict of laws. The Parties agree to submit to exclusive personal jurisdiction in Mumbai for all claims and actions arising under or in connection with this Purchase Order. Any disputes or differences arising out of, from or relating to anything contained in this Purchase Order which is not settled by between the supplier and the commercial representative of Syndrome Technologies Pvt Ltd by mutual negotiations within a period of 30(thirty) days of arising such dispute, shall be referred to a Sole Arbitrator mutually agreed upon between the parties. In the event of the parties failing to arrive at a mutual agreement on a single arbitrator, each party shall appoint one Arbitrator and the two arbitrators so appointed shall select a third arbitrator and the three Arbitrators so appointed shall conduct the Arbitration proceedings. The Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of the Arbitration shall be Mumbai.

15 **Independent Contractors**

The relationship of Buyer and Seller established by this Purchase Order is that of independent contractors, and nothing contained in this Purchase Order shall be construed or implied.

* To give either Party the power to direct or control the day-to-day activities of the other or

* To constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking. Seller agrees that the personnel deployed at Buyer Site by seller are the employees of Seller and shall not, at any time, be treated as employees of Buyer

16 **Compliance with law**

* In performing its obligations under this Purchase Order Seller will comply, and will cause its personnel to comply, with the requirements of all applicable laws, ordinances, regulations, codes and executive orders. Seller further warrants that all Materials provided hereunder shall be designed, produced, installed, furnished and in all respects provided, certified and maintained in conformance with all codes, ordinances, regulations and laws, and administrative and regulatory requirements (of all governmental authorities having appropriate jurisdiction) in effect at the time of such design, production, installation or furnishing. Seller shall also comply with the highest level of integrity and ethical practices and shall conduct all its dealings in a very ethical manner and with the highest business standards.

17 **Access to Premises Insatallation. Testing And Acce**

* Access to Premises: - Seller may be permitted access to sites for the purpose of performing the Services, including installation of the Materials. Seller shall fully familiarize itself with Buyer's and its customer's safety rules and shall comply with same at all times. Seller shall take appropriate care of all property owned by Buyer and its customers which is from time to time in Seller's custody, care, or control, which care shall not be less than that taken by Seller with respect to its own similar property (but in no event shall less than due care be employed) and Seller shall be responsible for any loss of, or damages to, such property caused by Seller, or its employees, while in the custody, care or control of Seller. 5.2. Buyer or its agent shall be permitted to inspect and conduct appropriate tests on the Materials delivered or Services rendered hereunder, and shall be entitled to reject any Services rendered along with Materials, if any used to provide such Services which do not meet the requirements of this Purchase Order or any applicable specifications, drawings, samples and descriptions referred to in this Purchase Order. Buyer shall provide Seller with written notice of such completion of Test conducted which will be considered as Acceptance of the Materials or Services or inform Seller in writing that the Materials are not in material conformance with the specifications. Buyer shall not unreasonably withhold Acceptance. Buyer may return non-conforming Materials to Seller for credit, refund of Purchase Price or replacement at Buyer's option, with Seller bearing all costs and risk of loss, including repackaging, shipping and insurance costs.

18 **Termination**

* Buyer may terminate this Purchase Order (in whole or in part immediately upon written notification to Seller if 8.2. Seller fails to deliver and install (if applicable) Materials or perform the Services on time; * Materials or Services do not conform to the applicable descriptions or specifications; 8.4. Seller fails to perform any other material provision of this Purchase Order; 8.5. Seller becomes insolvent or makes an assignment for the benefit of creditors, or a receiver or similar officer is appointed to take charge of all or part of Seller's assets; or 8.6. Buyer desires to terminate this Purchase Order for convenience. Upon notice of termination, Seller shall stop work as directed by Buyer. Thereafter, Seller shall submit promptly, but in no event later than thirty (30) days from the effective date of termination, its invoice for unpaid Materials and Services accepted by Buyer, provided the total of such invoice shall not exceed the pro-rata portion of the price for the Purchase Order that is terminated. All completed or partially completed items and all Materials for which compensation is paid to Seller upon termination shall become the property of Buyer. No separate termination charge shall be due.