

# PURCHASE ORDER

**HITACHI**  
Inspire the Next

## HITACHI SYSTEMS MICRO CLINIC PVT.LTD

Billing Address:- Vajram complex, 1st floor, 4th Block, 17th Main,(Land Mark: Above Cafe Coffee Day)  
Kormangala,Bangalore,560034, GST No:- 29AAACM6396E1Z7

GSTIN Number	: 29AAACM6396E1Z7	Po. No.	DEL202122PO3151
Tax Is Payable On Reverse Charge: (Yes/No):		Date	01-12-2021
Your SI/DN/CN Serial Number	:	SO NO.	BGL202110SOSLS0010
Payment Term :-	30 days from date of invoice	BID No.	Quote

Distributor Name		Shipping Details									
Name: CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED		Name: HITACHI SYSTEMS MICRO CLINIC PVT.LTD									
Address: NO1877, 3RD FLOOR, GANGOTHR 31ST CROSS, 10TH MAIN, BANASHANKARI Bangalore 560070		Address: Ground Floor #16, Ananthasheyana Nagar MEI Colony,Laggere Main Road, Bangalore - 560058									
State: KTK	State Code: 29	State: KTK	State Code: 29								
GSTIN/Unique ID: 29AAGCC1283L1ZC		GSTIN/Unique ID: 29AAACM6396E1Z7	Contact : Akshay KM,8495031073								

S. No.	Item Code With Description	HSN Code	QTY	Unit Price	Disc. %	Amt	Tax Amt	CGST		SGST		IGST	
								Rate	Amt.	Rate	Amt.	Rate	Amt.
1	220020 Rental charges for Cisco Console cable Rental period . 1 month	998713	30	500	0	15000	0	9.00	1350	9.00	1350		
2	220020 Rental charges for AIR-AP3802I/2802I/1832I/1852I Rental period . 1 month	998713	150	3200	0	480000	0	9.00	43200	9.00	43200		
				180		495000.00	0.00	44550.00		44550.00		0.00	
								Invoice Total				495000.00	
Value (In Words)								Total(Incl. of Taxes)				584100.00	

\*\*\*\* FIVE LAKH EIGHTY FOUR THOUSAND ONE HUNDRED RUPEES AND ZERO PAISA ONLY

TERMS AND CONDITIONS OF PURCHASE		HITACHI SYSTEMS MICRO CLINIC PVT.LTD.	
		Tilak Raj (9810701731)	
<ul style="list-style-type: none"> <li>* No Partial Billing / Delivery Acceptable.</li> <li>* Single Road entry form will be Provided for Multiple Invoices.</li> <li>* Request for Road Permit should be send in same Days of Invoice Date. If any Request for Road Permit comes beyond the time frame, Fresh Invoice Required.</li> <li>* GST / HSN as per Government rules.</li> <li>* Delivery Within 2-3 Weeks for B2B Orders.</li> <li>* Order Acceptance and B2B order Loading Confirmation should come within 2 Days.</li> <li>* LD is transfer Back to Back to Vendor on Late Delivery of goods / Services.</li> <li>* Warranty on Goods as per OEM / RFP.</li> <li>* All Specification of Goods / Services Should be as per Compliance.</li> <li>* PS ( Professional service) Billing to be done after customer signoff .</li> </ul>		<p>Phone No 9810701731</p> <p><u>This is computer generated Purchase Order need no signature</u></p> <p>Registered office E-44/2, Okhla Industrial Area Phase - 2, New Delhi - 110020 CIN NO. U52100DL2013PTC255162</p>	

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<b>State:</b> KTK <b>State Code:</b> 29  <b>GSTIN/Unique ID:</b> 29AAGCC1283L1ZC	<b>State:</b> KTK <b>State Code:</b> 29 <b>GSTIN/Unique ID:</b> 29AAACM6396E1Z7 <b>Contact :</b> Akshay KM,8495031073

**Terms & Condition Purchase Order No. : DEL202122PO3151**

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### **Purchase Order General terms and Conditions :**

Hitachi Systems Micro Clinic Private Limited (hereinafter referred to as "Hitachi Systems" or "Buyer"), its successors and its Affiliates may purchase tangible movable items (Goods) and/or Services from the Supplier under the following terms and conditions ("Purchase Order or PO"). Each of the party is individually referred to as "Party" and collectively referred to as "Parties".

## 1. Definitions:

a. "Affiliates": Any entity including any parent entity, which controls, is controlled by, or is under the common control of Hitachi Systems to these PO by virtue of shareholding, composition of the board of directors, contract or by any other means.

b. "Confidential Information": All information provided by Buyer, either orally or in writing, to the Supplier pursuant to these PO, irrespective of whether marked or identified as confidential or not. Confidential Information does not include information that:

- i. Was publicly known at the time it was disclosed or becomes publicly known through no fault or action of one party or any breach of any confidentiality obligation;
- ii. Was known to one party, without restriction, at the time of disclosure, provided one party can demonstrate such prior knowledge with adequate evidence;
- iii. Was independently developed by one party without any use of the Confidential Information, provided that the Supplier can demonstrate such independent development with adequate evidence.

c. "Customer": Clients of Buyer who Supplier is aware of through Buyer

- c. "Customer": Clients or Buyer who Supplier is aware of through Buyer.
- d. "Deliverables": Goods and Work Products collectively referred to as Deliverables

e. "Goods": The tangible movable items to be delivered by Supplier in accordance with this PO.

f. "Personal Data": means personally identifiable data.

ii. "Personal Data" means personally identifiable data.  
g. "Services": means the services provided by Supplier under a Purchase Order and any related or incidental services, functions, responsibilities, obligations, tasks and deliverables not specifically described in the Purchase Order, but which are an inherent, necessary or customary part of the Services or supply of Goods or that are required or reasonably necessary for the proper performance and provision of any of the services, functions, responsibilities, obligations, tasks and deliverables.  
h. "Work Product": shall mean all innovations, improvements, documents, information, Technology Product, software which are listed in the Purchase Order.

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2. Contractual Document: Buyer is not obligated to purchase any Services or buy any Goods hereunder unless a Purchase Order has been issued by Buyer. Buyer will not be obliged to pay for any Services or Goods, even if the delivery has started, if a Purchase Order has not been issued by Buyer. In case of a conflict between the terms of any other Contractual Document under which Goods are purchased or Services are performed and the Purchase Order, the terms of the Purchase Order shall prevail. The Contractual Document and the Purchase Order shall be the complete agreement between the Parties regarding the subject matter hereof and supersedes any prior oral or written communication. For the sake of clarity, it is understood and agreed that the general terms and conditions of the Supplier or any document similar thereof shall not be applicable to any Purchase Order issued by Buyer and such general terms and conditions shall in no way be considered to have amended or otherwise changed the terms of the Purchase Order.

3. Delivery of Goods: Supplier shall deliver the Goods as specified in the applicable Purchase Order and in conformity to the applicable laws and regulations. Supplier shall package and ship all Goods in accordance with leading industry standards. The Goods shall be free from all defects and shall have clear title. If Goods ordered are found to be damaged or not in accordance to the specifications Buyer may, at its option, (i) either cancel the entire or part of the Purchase Order; or (ii) request the Supplier for re-supply Goods of equal quantity and quality at no additional cost to the Buyer or at its option cancel such Goods. Goods shall be delivered at the place specified in the Purchase Order. Supplier shall, at the time of delivery of the Goods, provide Buyer with copies of all applicable approvals and licenses. The Goods shall be delivered, during Buyer's business hours unless otherwise requested by Buyer. Upon Delivery, Supplier (or its appointed carrier) shall provide Buyer, together with a delivery note, any other documents as required by law including but not limited to export and import documents.

4. Inspection of Goods: Inspection, testing or payment for the Goods by Buyer shall not constitute acceptance. Inspection or acceptance of or payment for the Goods shall not release Supplier from any of its obligations, representations or warranties under the applicable PO. Buyer may, at any time, before or after payment thereof, inspect the Goods. If any inspection or test by Buyer is made on the premises of Supplier, Supplier shall provide facilities and assistance for the safety of Buyer's personnel and shall co-operate with the Buyer. Acceptance or rejection of Goods shall be as per Clause 6. Non-adherence to this clause may lead to the termination of this Purchase Order and the Buyer reserves the right to withhold the entire invoice relating to such Goods.

Without prejudice to any rights of the Buyer, the Supplier shall immediately give notice to the Buyer if it becomes aware or anticipates:

a) It will be unable to supply any Products/ Services at the agreed time;

b) The Products/ Services do not comply with the PO; or

c) any matter which may result in a potential safety risk to consumers arising from the Products/ Services (whether such risk arises as a result of non-conforming Products or otherwise).

5. Title and Risk of Loss of Goods: Transfer of the title and risk of loss of the Goods passes to Buyer upon delivery at the place specified by the buyer. To the extent that the

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Goods contain embedded software, ownership of such embedded software will not pass to Buyer, but Supplier shall grant, or - as applicable - shall procure that the third party owner grants, Buyer and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use the embedded software as integral part of such Goods and/or for servicing either of them. For the avoidance of doubt, Supplier shall have no rights of retention of title, and Supplier will convey good title to the Goods, free of any liens or encumbrances (but transfer of title and ownership in the Goods to Buyer shall not release Buyer from its obligation as to the applicable quality, quantity or specification. Unless otherwise stated in the Purchase Order the prices for the Goods are fixed and deemed to be CFA 'Free Carrier' under the INCOTERMS 2010. Supplier agrees not to revoke or invoke any title rights on the Goods unless it has been expressly accepted in writing by Buyer.

6. Acceptance or Rejection of Deliverables and/or Services: Buyer reserves the sole right to approve the Deliverables and/or Services provided by the Supplier. Buyer shall furnish the

Supplier with a written notice of acceptance or rejection of the same. No period for such notice is provided and if no such notice is given by the Buyer, the goods shall be treated as not accepted by the Buyer. In the event the Deliverables and/or Services are not in compliance with the Purchase Order, then, Buyer shall notify the Supplier of the defect or non-conformance and the Supplier shall correct such error, defect or non-conformity within seven (7) days of such notification. Acceptance shall only be subject to Buyer's explicit written acceptance. In the event the Supplier fails to rectify or correct any deficiency or non-conformance relating to the Deliverables and/or Services, then, without limiting any other right or remedy that Buyer may have under this PO, the Buyer can at its option, request replacement of Deliverables or re-performance of the Services and/or procurement of replacement of Goods/Services for other sources alongwith implicit indemnity by the Supplier for all incremental costs incurred relating to procurement of replacement Goods/Services, any losses incurred in the duration by the Buyer and any penalties imposed upon the Buyer for the delay or termination of the PO and any other Purchase Order and full refund of amount paid for the said Deliverables and/or Services. These rights to reject and/or require re-supply or terminate and indemnity shall not affect any other remedy to which the Buyer may be entitled to.

7. Delay: Time as provided in the Purchase Order or as otherwise specified by the Buyer is of the essence. If the delivery of the Deliverables, Goods or the provision of Services does not comply with the specified date(s) or the agreed specifications then, without prejudice to any other rights which it may have, Buyer shall have the right to :

a) Terminate the Purchase Order in whole or in part;

b) Refuse any subsequent delivery of the Deliverables, Goods or provision of Services which Supplier attempts to make;

c) Be indemnified and held harmless for any expenditure incurred by Buyer in obtaining the Deliverables in substitution from another supplier;

d) Be indemnified and held harmless for any additional costs, loss or expenses incurred by Buyer which are attributable to Supplier's failure.

8. Performance of Services:

a. Supplier warrants to perform the Services with due skill and care, using the proper materials and employing sufficiently qualified personnel. Supplier shall be solely responsible for the acts of its personnel. Supplier expressly agrees that, all payments including but not limited to wages as well as statutory benefits, due to its personnel as under this PO shall be sole responsibility of the Supplier. Buyer may require from the Supplier the records as well as certification for payment of such wages and benefits. Supplier shall duly indemnify and keep the Supplier harmless in this regard.

b. Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the Services and to ensure that no such third party makes any claims against the Buyer in this regard. Supplier agrees that it shall not utilize any of the facilities, tools, equipment, materials etc., of Buyer and/or the Customer without prior consent of Buyer. In the event Supplier is required to provide Services from the premises of Buyer or the Customer, as the case may be, Supplier shall ensure that its personnel and/or sub-contractors shall comply with all applicable laws and policies of either Buyer and/or the Customer, including execution of any agreements required for such compliance. Supplier shall be solely responsible to ensure that its personnel are in compliance. Supplier shall duly indemnify and keep the Supplier harmless in this regard.

9. Suppliers' Representations and Warranties:

a. Supplier represents, covenants and warrants the following:

i. Supplier has full right and power to enter into and perform its obligations under the PO;

ii. Supplier is capable of and has the expertise and ability necessary to provide, the Services and/ or Deliverables in accordance with the PO;

iii. Supplier has all rights and licenses necessary to convey to Buyer or its Customers the ownership (or license or usage rights, as applicable) of all output of Services and/or Work Products, and any other resources or items provided or made available by or through Supplier, free and clear of any and all restrictions, settlements, judgments, adverse claims, liens and other encumbrances;

iv. Supplier either directly or indirectly have not violated and shall not violate any laws and also not offer any unlawful or improper inducements in connection with this PO. Supplier represents and warrants that it will comply fully with all applicable local, state and national laws, rules, decrees, orders, regulations, by-laws, ordinances and codes (the "Laws") pertaining to its performance of its obligations under this PO.

b. Supplier further expressly warrants that all Deliverables and Services supplied shall –

i. Be performed or delivered to the highest standards of professionalism and skill and otherwise in accordance with the Purchase Order to the satisfaction of the Buyer

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- ii. Will conform in all respects to the samples, if any and any other documentation published or provided by Supplier and relied upon by Buyer.
- iii. Are not and will not be subject to any liens, claims, encumbrances or other interests
- iv. Does not infringe or misappropriate any copyright, patent, trade secret, trademark, intellectual property right, or other proprietary rights or confidential information or any other right of any third party and is free of any lien, claim, security interest or encumbrance.
- v. Shall be free of defects in workmanship design and material
- vi. Not incorporate any product, software, or other materials for which the intellectual property rights are not owned solely by Supplier without the express written permission of Buyer and/or the Customer.
- vii. Not incorporate any open source code unless approved in advance by Buyer and/or the Customer.

## 10. Intellectual Property Rights:

- a) All intellectual property rights associated with any ideas, concepts, techniques, processes, know-how, manuals, brochures, documents, software or any other work product belonging to and/or held by one of the parties and existing prior to or developed independently of this PO shall remain the exclusive ownership and/or in possession of such Party ("Background IP").
- b) All the intellectual property developed by Supplier pursuant to the execution of these PO shall remain the sole and absolute property of Buyer and/or the Customer and nothing under this PO shall deem to provide the Supplier with any rights of license, assignment or ownership to such intellectual property ("Foreground IP").
- c) If any Supplier Background IP is used by the Supplier for the performance of the Services, the Supplier shall grant to Buyer, its Affiliates, Customers and any third party working on behalf of the Buyer, Affiliate or the Customer an irrevocable, non-exclusive, worldwide, perpetual right to use, modify, sublicense, distribute such Supplier Background IP, in any form and in any manner whatsoever, for the exploitation of these right.
- d) In the event the Customer provides Buyer or Supplier any software, documentation, equipment, or other tangible materials ("Customer Materials") in connection with any Work Product and not under the terms of any other written agreement, then, Supplier shall use such Customer Materials solely to the extent necessary to perform the Services. Supplier expressly agrees that the Customer retains all right, title and interest in the Customer Materials. Supplier acknowledges that Customer Materials consisting of Customer software may be subject to U.S. export jurisdiction and may be of U.S. origin. Supplier agrees to comply with all applicable international and national laws that apply to the Customer Materials, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. [e] Supplier agrees that to the extent that the Services and Work Products does not qualify as a work made for hire, Supplier hereby assigns to Buyer and/or the Customer, as the case may be, its successors and assigns without reservation all rights, title and interest throughout the world in and to the Work Product including any patent rights, industrial design rights, copyrights, trademarks, trade secrets, or any other intellectual property rights, and the right to sue for infringements occurring before the date of this PO and to collect and retain damages for such infringements.

## 12 Personal Data:

- a. Supplier warrants that any collection, disclosure or use of personal identification information is subject to the end users' consent and must be in compliance with any applicable laws governing the collection, dissemination, process and use of such information and agrees to treat such information in accordance with its then current version of Buyer or Customer privacy policy and applicable law.
- b. Supplier shall hold any Personal Data that it receives in compliance with the requirements of this PO including the requirements and obligations of all the applicable laws relating to such Personal Data, including the handling, security and transfer thereof. Supplier shall promptly carry out any request from Buyer with respect to Personal Data that is necessary to allow Buyer and/or the Customer to comply with applicable laws regarding processing, controlling storage, handling, collection and transmission of Personal Data.
- c. Unless otherwise agreed Supplier shall process and store all Personal Data in such jurisdiction(s) as may be agreed by the Parties, and shall not transfer, process or maintain Personal Data in any other jurisdiction(s) without the prior consent of Buyer and/or the Customer.
- d. To the extent any unauthorized or impermissible disclosure or loss of, inability to account for, any unauthorized access to, or the destruction or corruption of, any Personal Data is attributable to a breach by Supplier, Supplier shall bear (i) the expenses incurred by Supplier in complying with its legal obligations relating to such breach and (ii) in addition to any other losses for which Supplier may be liable for under these PO, the following expenses incurred by Buyer and/or the Customer in responding to such breach, to the extent applicable: (A) the expense of providing notice to affected individuals, (B) the expense of providing notice to governmental authorities, credit bureaus, and other required entities, (C) the expense of providing affected individuals with credit monitoring services for a specific period not to exceed twelve (12) months, to the extent the incident could lead to a compromise of the data subject's credit or credit standing.

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### 13. Charges, Invoicing and Payment:

a. The fee specified in the Purchase Order shall remain to be the sole and exclusive payment obligation of the Buyer. The fee shall include all costs and expenses incurred in rendering of the Services or delivering the Goods and include the consideration for the assignment of any IP rights by the Supplier. Buyer shall not be liable to make any payments to Supplier unless Supplier submits an invoice to Buyer and Buyer has not disputed such invoice. All undisputed and correct invoices shall be payable no later than 180 days after the receipt of the invoice. Buyer shall not be liable to pay any delay interest.

b. Buyer reserves the right to dispute any amount raised by Supplier within sixty (60) calendar days of receipt of the invoice by Buyer. Once the issue relating to the disputed amount is settled, Buyer shall make the balance amount of payment to Supplier in accordance with the terms specified under these PO.

c. Any items, services, functions or responsibilities not specifically described in the PO and which are reasonably necessary for the proper supply of the Products/ Services are deemed to be included within the scope of the Products/ Services to be delivered for the fee charged under this section of PO.

d. Taxes: All payments by Buyer to the Supplier under these PO shall be made subject to deduction of all applicable taxes, for the time being in force. TDS Certificate shall be issued by the Buyer to the Supplier at the end of the financial year.

14. Indemnity: Supplier shall indemnify, hold harmless and upon written request defend Buyer and/or the Customer and its affiliates and their respective officers, directors, employees, agents and successors (collectively, "Indemnified Parties") from and against, all losses suffered, incurred or sustained by a Indemnified Parties or to which a Indemnified Parties becomes subject, to the extent resulting from or in any way connected with: (a) Intellectual property infringement of any of the Deliverables; (b) Breach of confidentiality; (c) Breach of law; (d) Breach of data privacy obligation under these PO; (e) Personal injury (including death); (f) Loss or damage to physical property; (g) Breach of representations and warranties; (h) Fraud; (i) Gross negligence and willful misconduct; (j) any claims from its employees, agents or consultants and/or (k) as specified elsewhere within these terms. The Supplier shall not settle any claim in a manner that adversely affects the rights of the Buyer without the Buyer's prior written consent. The decision of the Buyer in this regard shall be final and binding upon the Supplier. Any payment due by the Supplier to the Buyer under this Purchase Order shall carry a delay interest of 15% per annum.

15. Liability: Buyer shall not be liable to Supplier or to any third party for any exemplary, punitive, direct, indirect, special, or consequential damages (including anticipated savings and lost profits), arising out of or relating to its performance or failure to perform under these PO, whether or not foreseeable and regardless of the cause of such damages, even if advised of the possibility of such damages. In consideration of the fees set forth herein, Buyer's maximum liability regarding or relating to these PO or for breach of same shall be limited to

a. For Services: 50% of the fees paid to Supplier in the immediately preceding three (3) months under the Purchase Order giving rise to such claim; and  
b. For Goods: 50% of the fees paid to the Supplier for the Goods giving rise to such claim under the relevant Purchase Order.

### 16. Term and Termination:

a. These PO will be for a period of one year from the Effective Date unless terminated as per this provision of these PO. The termination or expiration of these PO shall have no impact on the continuing validity and effect of any Purchase Order that may have been entered into between the parties prior to such expiration or termination, unless and to the extent such Purchase Order is terminated as per this clause. Unless terminated by buyer, these PO and any applicable Purchase Order shall continue to govern any remaining Services that Supplier may be performing extending beyond the termination or expiration of these PO.

b. Buyer may terminate these PO for convenience by providing Supplier a thirty (30) days notice of such termination.

c. Buyer may terminate these PO and/or any Purchase Order by written notice to the Supplier if the Supplier commits any material breach of any of the provisions of these PO and, in the case of a breach capable of remedy, fails to remedy the same within twenty (20) days after receipt of a written notice giving particulars of the breach and requiring it to be remedied. The Supplier may terminate these PO for material breach only if Buyer does not pay the fees mentioned in a Purchase Order and the same is not remedied within 20 days of notice period.

d. Buyer shall be entitled to terminate these PO or any Purchase Order if:

i. Supplier goes into liquidation or a bankruptcy proceeding has been initiated again it.

ii. In the event of any merger, change of control, reconstruction or takeover of Supplier by a third party;

iii. Supplier ceases, or threatens to cease, to carry on business; or

iv. Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to Supplier.

e) Consequences of Termination:

a. In the event of termination of these PO or a Purchase Order, for any reason whatsoever, by either Party, the Confidential Information and the intellectual property, whether in tangible or intangible form, furnished by Buyer and/or Customer under the terms and conditions of these PO shall be forthwith returned to or destroyed or irretrievable deleted, by the Supplier and a certificate of destruction signed by the Supplier be submitted to the Buyer and/or the Customer within seven (7) days from the termination of these PO.

b. Supplier shall forthwith cease to use any intellectual property or Confidential Information and shall exercise all such endeavors so as to ensure it is in no manner related to Buyer by the public.

# PURCHASE ORDER



HITACHI SYSTEMS MICRO CLINIC PVT.LTD

**Billing Address:-** Vajram complex, 1st floor, 4th Block, 17th Main, (Land Mark: Above Cafe Coffee Day)  
Kormangala, Bangalore, 560034, GST No:- 29AAACM6396E1Z7

<b>GSTIN Number</b>	:	29AAACM6396E1Z7	<b>Po. No.</b>	DEL202122PO3151
<b>Tax Is Payable On Reverse Charge: (Yes/No):</b>			<b>Date</b>	01-12-2021
<b>Your SI/DN/CN Serial Number</b>	:		<b>SO NO.</b>	BGL202110SOSLS0010
<b>Payment Term :-</b> 30 days from date of invoice				<b>BID No.</b> Quote

Distributor Name	Shipping Details
<b>Name:</b> CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED <b>Address:</b> NO1877, 3RD FLOOR, GANGOTHRİ 31ST CROSS, 10TH MAIN, BANASHANKARI Bangalore 560070 <b>State:</b> KTK <b>State Code:</b> 29 <b>GSTIN/Unique ID:</b> 29AAGCC1283L1ZC	<b>Name:</b> HITACHI SYSTEMS MICRO CLINIC PVT.LTD <b>Address:</b> Ground Floor #16, Ananthashayana Nagar MEI Colony,Laggere Main Road, Bangalore - 560058 <b>State:</b> KTK <b>State Code:</b> 29 <b>GSTIN/Unique ID:</b> 29AAACM6396E1Z7 <b>Contact :</b> Akshay KM.8495031073

c. Nothing in these PO shall obligate Supplier to terminate these PO upon the occurrence of any of the events referred to hereinabove, and Buyer shall be at liberty to pursue any and all other remedies (including claims for damages) which it may have arising out of any non-performance, breach or default by the Supplier in lieu of terminating these PO.

17. Sub-Contracting: The Supplier shall not subcontract, transfer or assign any part of the Services or Products without prior written consent of the Buyer. Notwithstanding anything contained herein, the Supplier shall be responsible for any act or omission of its subcontractor.

18. Assignment: Supplier shall not novate, transfer or assign its rights (including any monetary receivables from Buyer) or delegate its duties under these PO either in whole or in part without the prior written consent of Buyer. Any attempted assignment or delegation without such consent will be void. Buyer may assign its rights or delegate its duties under this PO without any prior consent of the Supplier.

19. Insurance: Supplier will maintain at its own expense, sufficient insurance coverage as is required by law and this PO. Without limiting the foregoing, Supplier will obtain the following lines of coverage (with minimum limits of Five million U.S. dollars (US\$5,000,000.00) per occurrence) to the extent this PO creates exposures generally covered by these insurance policies: Commercial General Liability (Occurrence Form), Workers' Compensation (statutory limits), Employer's Liability, Transit Insurance for Goods and all other insurance in reasonable required for goods delivered and services performed.

20. Compliance:

- a. Compliance with laws and Policies- Supplier shall at all times comply with all laws, rules, regulations, and ordinances applicable to this PO, including those of the place particularly specified by the Buyer. Supplier further warrants to comply with all policies. By accepting to this PO, the Supplier is agreeing to the terms of the buyer Code of Conduct. Supplier shall furnish to Buyer any information required to enable Buyer to comply with any applicable laws, rules, and regulations in its use of the Goods and Services. Any change in the applicable laws which may create a reinforcement of the duties of the Supplier under this section shall be implemented without delay by the Supplier at its own costs and expense.
- b. Compliance with anti-bribery laws: Supplier represents and covenants and agrees that it has not offered or will not offer or pay any bribes (including any offer to provide improper gifts or entertainment) to secure or retain a business advantage (for the benefit of Supplier or for the benefit of Buyer) at any time during the term of this PO. The Supplier shall comply with all applicable anti-corruption and anti-bribery laws including but not limited to US Foreign Corrupt Practices Act (FCPA) The UK Bribery Act 2010 and Prevention of Corruption Act 1988. Supplier also represents and covenants that at all times during the term of this PO that it will maintain internal policies and to ensure that Supplier's employees and representatives will not offer to pay or pay bribes (or offer or provide improper gifts or entertainment) to any person in connection with Supplier's performance under this PO.
- c. Supplier and any of its subcontractors shall not make any discrimination against individuals based on disabilities, race, color, religion, sex, sexual orientation, gender identity or national origin and shall comply to all applicable laws related to such discrimination. Supplier and its subcontractors shall also ensure that all the women personnel of the Buyer involved in the performance of the Purchase Order hereunder are given full protection from sexual harassment in accordance with The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and guidelines framed in respect of the said law by the Supreme Court of India and shall keep the Buyer indemnified in such respect.
- d. If a charge of non-compliance with any such laws, rules or regulations or an enforcement or regulatory action is asserted against the Supplier or any of its contractors, permitted subcontractors, agents or representatives, the Supplier shall promptly notify Buyer of such charges in writing and promptly remediate the event, action and circumstance giving rise to such charge at its sole cost and expense.
- e. Any violation of an obligation contained in this clause shall be construed as an incurable material breach of this PO and the Buyer is entitled to terminate this PO immediately. Notwithstanding anything to the contrary contained in this PO, Supplier shall, without any limitations, indemnify and hold harmless Buyer and/ or Customer from and against any liabilities, claim, proceeding, action, fine, loss, cost or damages arising out of or relating to any such violation of this clause.

21. Governing Law and Dispute Resolution: This PO shall be governed and construed in accordance with the laws of India. All disputes, claims, suits and actions arising out of this PO shall be referred to mediation as per the Delhi Mediation Centre Rules. In the event the dispute is not resolved through mediation, then Parties shall resolve the dispute through arbitration under the Rules Arbitration under the Arbitration and Conciliation Act, 1996 under the aegis of Delhi International Arbitration Centre. The venue for arbitration shall be at Delhi. The language for the dispute resolution process shall be English.

22. Non- Hire: From the Effective term of this PO and a period of one (1) year after expiration or termination of this PO, the Supplier agrees not to hire, solicit any employee of the Buyer directly or indirectly. Any breach of this obligation by Supplier shall make the Supplier liable to pay Buyer promptly, as liquidated damages, compensation equal to six (6) times the last gross, monthly salary of the relevant person hired. For the purpose of the foregoing, employee shall mean any person who is presently employed or engaged by Buyer in the preceding twelve (12) months of solicitation or attempt to solicit.

23. Force Majeure: Each party shall be excused from performing its obligations under this PO if its performance is delayed or prevented by any Force Majeure Event that cannot be mitigated by the reasonable actions of the delayed party. Force Majeure Event shall mean any of the following and the effects thereof if and only to the extent that such event is not caused by (or due to the negligence of), and the effects are beyond the reasonable control of, the Party affected by the event: war or civil war (whether declared or undeclared) or armed conflict, invasion and acts of foreign enemies, blockades and embargoes; any act, or credible threat, of terrorism; lightning, earthquake or extraordinary storm or weather conditions; nuclear, chemical or biological contamination; explosion, fire and flooding, epidemic/ pandemic.

# PURCHASE ORDER



HITACHI SYSTEMS MICRO CLINIC PVT.LTD

**Billing Address:-** Vajram complex, 1st floor, 4th Block, 17th Main,(Land Mark: Above Cafe Coffee Day) Kormangala,Bangalore,560034, GST No:- 29AAACM6396E1Z7

<b>GSTIN Number</b>	:	29AAACM6396E1Z7	<b>Po. No.</b>	DEL202122PO3151
<b>Tax Is Payable On Reverse Charge: (Yes/No):</b>			<b>Date</b>	01-12-2021
<b>Your SI/DN/CN Serial Number</b>	:		<b>SO NO.</b>	BGL202110SOSLS0010
<b>Payment Term</b> :- 30 days from date of invoice				<b>BID No.</b> Quote

Distributor Name	Shipping Details
<b>Name:</b> CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED <b>Address:</b> NO1877, 3RD FLOOR, GANGOTRI 31ST CROSS, 10TH MAIN, BANASHANKARI Bangalore 560070 <b>State:</b> KTK <b>State Code:</b> 29 <b>GSTIN/Unique ID:</b> 29AAGCC1283L1ZC	<b>Name:</b> HITACHI SYSTEMS MICRO CLINIC PVT.LTD <b>Address:</b> Ground Floor #16, Ananthashayana Nagar MEI Colony,Laggere Main Road, Bangalore - 560058 <b>State:</b> KTK <b>State Code:</b> 29 <b>GSTIN/Unique ID:</b> 29AAACM6396E1Z7 <b>Contact :</b> Akshay KM,8495031073

- a. Give notice in writing of such delay or preventing to the other party as soon as reasonably practicable stating that the commencement date and extend of such delay or prevention, the cause thereof and its estimated duration;
- b. Use all reasonable endeavors to mitigate the effects of such delay or prevention upon the performance of its obligations under this PO; and
- c. Resume performance of its obligations as soon as reasonably practicable after the removal of the cause of the delay or prevention.

c. Resume performance of its obligations as soon as reasonably practicable after the removal of the cause of the delay or prevention. Buyer may at its discretion engage a Third Party provider for the affected Services in order to maintain its commitments to its Customers in which case Supplier shall be liable for payment for such Services from the Third Party provider for so long as the delay in performance continues. If the performance of all or a portion of the Services is prevented, hindered for more than 30 days, or in the event of a crisis, Buyer at its sole discretion, reserves the right to terminate this PO or all underlying Work Schedule in whole or in part (termination for good cause). "Crisis" pursuant to this clause means the decrease in the turnover of the Buyer or its Customer.

## 24. Miscellaneous:

a. Audit Rights: Supplier shall keep records of all documents related to or arising out of this PO. Buyer and/or the Customer shall be entitled to conduct, at any time, during the term of this PO and two (2) years thereafter, an audit to the Supplier and its subcontractors on the compliance with the terms of this PO and any other Purchase Order, perform the Services and deliver Goods and comply with the provisions of the PO. This audit may be undertaken either by Buyer and/or the Customer or by an external firm appointed by Buyer and/or the Customer (hereinafter the "Auditor"). Supplier undertakes to cooperate reasonably and in good faith with the Auditor. The Supplier shall provide free access to its premises during the business days and at reasonable business hours and to any document or information available which may be useful for the proper performance of the audit. In the event that the Auditor determines that the Supplier is in non-compliance to its duties and obligations under this PO, then Buyer shall provide the Supplier with notice of the same, and the Supplier shall take any measure necessary to comply with these PO and shall cause its subcontractors to do the same. In any event, the audit or the fact such audit is not implemented shall not relieve the Supplier in any manner from due compliance with and performance of its duties and obligations under the PO.

b. Relationship between Parties: The Parties hereby expressly agree that the relationship of the Parties is that of independent parties dealing at arm's length. Supplier agrees and represents that (i) it is acting as an independent contractor in performing its obligations hereunder and (ii) its personnel are not Buyer's agents or employees for tax purposes or any other purposes whatsoever, and are not entitled to any Buyer's employee benefits. Supplier has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by Supplier under this PO. Nothing in this PO shall be construed to create any contract of agency, franchise, joint venture, trust or commercial partnership or any other partnership relationship for any purpose whatsoever. Supplier is not an agent of Buyer and has no authority to represent Buyer as to any matters, except as expressly authorized in this PO. Buyer shall not be deemed either directly or indirectly to be the employer, franchiser, contractor or principal of Supplier and the staff/employees of Supplier nor construe to create an employer-employee relationship, partnership, joint venture between Buyer and the Supplier and these PO has been executed expressly on a principal to principal arrangement. This PO does not imply any employment relationship between Buyer and Supplier and assigned to the execution of the Contract.

c. Sole Point of Contact: Supplier expressly warrants and agrees that Buyer shall be the sole contact of point with the Customer and the Supplier shall not in any manner engage or try to get into any kind of agreement/arrangement commercial or otherwise with the Customers of Buyer. Further, in this regard the Supplier shall not provide any part of the whole of the Services to the Customer either directly or indirectly. This obligation of the Supplier shall survive the termination of this PO for a period of two (2) years.

d. Entire Agreement: This PO shall constitute the entire agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This PO may not be amended or modified in any respect except by written instrument signed by the Parties hereto.

e. Publicity: Supplier expressly agrees that neither will it issue any press releases or publicity in any form that relates to merely references to this PO nor use the name or logo of the Buyer or its employees or representatives in any advertisement without the prior written consent of Buyer.

f. Notices. Any notices under this PO will be sent by certified or registered mail, return receipt requested, to the respective address of Parties as contained in this PO. Such notice will be effective upon its mailing as specified.

g. Waiver: It is expressly understood that if either Party on any occasion fails to perform any term of this contract or the other Party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.

h. Business Continuity Plan: Supplier must have a Business Continuity Plan ("BCP") which must cover all Services being provided to Buyer and comply with applicable regulatory requirements. Supplier shall update the BCP on an annual basis and also in the event of: (i) commencement of any new service to Buyer (ii) modification of Services to Buyer. Buyer requires Supplier to test its Business Continuity Plan annually. Any shortcomings identified during testing of the business continuity plan should be rectified by Supplier at Supplier's own expense within 30 days of completion of the test. Buyer shall have the right to review Supplier's BCP document, BCP test results and post-incident reports. Supplier is responsible for ensuring that its subcontractors and suppliers maintain and test their BCP as applicable to services being provided to Buyer. Supplier represents and warrants that it will use its best efforts to continue Services to Buyer during any disruption. In case of failure to reinstate the Services within acceptable time, Buyer may terminate this PO or any applicable Work Schedule. Exercise of the BCP shall not excuse the Supplier from any security requirements agreed with Buyer. Definitions: "Business Continuity Plan" means a collection of procedures and information which is developed, compiled and maintained in readiness for use in

# PURCHASE ORDER



## HITACHI SYSTEMS MICRO CLINIC PVT.LTD

Billing Address:- Vajram complex, 1st floor, 4th Block, 17th Main,(Land Mark: Above Cafe Coffee Day)  
Kormangala,Bangalore,560034, GST No:- 29AAACM6396E1Z7

**GSTIN Number** : 29AAACM6396E1Z7

**Tax Is Payable On Reverse Charge: (Yes/No):**

**Your SI/DN/CN Serial Number** :

**Payment Term** :- 30 days from date of invoice

**Po. No.** DEL202122PO3151

**Date** 01-12-2021

**SO NO.** BGL202110SOSLS0010

**BID No.** Quote

### Distributor Name

### Shipping Details

**Name:** CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED

**Address:** NO1877, 3RD FLOOR, GANGOTHR 31ST CROSS, 10TH MAIN, BANASHANKARI Bangalore 560070

**State:** KTK

**State Code:** 29

**GSTIN/Unique ID:** 29AAGCC1283L1ZC

**Name:** HITACHI SYSTEMS MICRO CLINIC PVT.LTD

**Address:** Ground Floor #16, Ananthasheyana Nagar MEI Colony,Laggere Main Road, Bangalore - 560058

**State:** KTK **State Code:** 29

**GSTIN/Unique ID:** 29AAACM6396E1Z7

**Contact :** Akshay KM,8495031073

the event of an emergency, disaster or other disruptive event.

i. Survival: Any provision of this PO which contemplates performance or observance subsequent to termination or expiration of this PO or the PO shall survive termination or expiration of this PO and the PO and continue in full force and effect.