

Purchase Order

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Mu Sigma Business Solutions Pvt. Ltd.
Aviator Building 9th to 13th Floor
Ascendas - ITPB SEZ, Whitefield Road,
Bangalore,KA
560066
IND

Ph: +91 80 7154 8000**URL:** www.mu-sigma.com**TIN:** 29610454655**PAN:** AAECM3293N**GST:** 29AAECM3293N1ZU**To,**

Connectivity IT Solutions Pvt. Ltd
No.1877, 3rd Floor, Gangothri, 31st Cross,
10th Main, Banashankari 2nd Stage,
Banashankari. Bangalore
Bangalore,KA
560070
IND

TIN :**PAN :** AAGCC1283L**GST:****Purchase Order No.:** PO-005695**Date :** 22 Nov 2024**Cost Center :**

S.No	Item Id	Description of goods	Qty	Unit	Rate	Cur	Tax	Total
1	P02310	Cisco TelePresence Speaker Track 60 Kit ESS WITH 8X5XNBD SL - FD0233816UP/FDO233003MN Service Duration 36 Months	1.00	Yr	231,988.00	INR	0.00	231988.00
2	P02310	Room Kit Pro P60 - Codec Pro, P60, Room Navigator- GPL ESS Codec SL - FDO2617J1L4 Navigator - FOC2344N332 Service Duration 36 Months	1.00	Yr	407,188.00	INR	0.00	407188.00
3	P02310	Cisco TelePresence Ceiling Microphone Generation 2 ESS WITH SL - GET233404P0 SL - GET2334035T SL - GET2334037K Service Duration 36 Months	3.00	Yr	21,698.53	INR	0.00	65095.59
4	P02310	Spark Room Kit with Touchpad Codec SL - FOC2204NYHY Touchpanel SL - FOC2201NPZ2 Service Duration 36 Months	1.00	Yr	129,571.00	INR	0.00	129571.00
5	P02310	Room Kit with integrated microphone, speakers and Navigator	3.00	Yr	129,819.18	INR	0.00	389457.54

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		Codec SL - FOC2223NJMP FOC2223NJKQ , FOC2223NJ6U						
		Touchpanel SL- FOC2225NDGN FOC2225NDE4 FOC2225NDF2						
		Service Duration 36 Months						
Grand Total :								1223300.13

Amount in words : Twelve Lakhs Twenty Three Thousand Three Hundred Paise Thirteen Only**This is a computer generated PO. Hence signature is not required****Copies To:**

1. Original to Vendor
2. Duplicate to Accounts

Acknowledge the receipt of purchase order and accepted the terms of the offer

Seal & Signature of the vendor**Billing Address**

Aviator Building 9th to 13th Floor
Ascendas - ITPB SEZ, Whitefield Road,
Bangalore,KA
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Requested By

Raju M

Shipping Address

Aviator Building 9th to 13th Floor Ascendas - ITPB SEZ,
Whitefield Road,
Bangalore,KA
560 066
IND

Approved By

L Sivagnana Selvam

TERMS & CONDITONS**1 Acceptance and Address
for Coresspondence**

This Purchase Order is an offer by Mu Sigma Business Solutions Private Limited herein after known as "Mu Sigma" for the purchase of the goods including Software (the "Goods") or services (the "Services") specified, from (the "Seller") mentioned on the face of this Order in accordance with and subject to terms and conditions of this Purchase Order (the "Terms"; together with the terms and conditions on the face of the purchase order, the "Order"). This Order will be deemed accepted by the Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to Mu Sigma any letter, form, or other writing or instrument acknowledging acceptance; (b) any performance by Seller under the Order; or (c) the passage of ten (10) days after Seller's receipt of the Order without written notice to Mu Sigma that Seller does not accept. This Order, together with any documents incorporated herein by reference, constitutes the sole

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	<p>and entire agreement of the parties with respect to the Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and signed by the parties. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Order.</p> <p>For proper and effective administration of this Order, all notices, instructions, payments etc. under the contract shall be addressed to (name of contact person of Seller) the person mentioned on the face of this Order. Such notices shall be deemed as served to the Seller pursuant to the conditions of this Order. Any change of address for correspondence or the contact person shall be intimated to us ("Mu Sigma") in writing.</p>
2 Delivery	<p>Seller shall deliver the Goods and /or perform the Services at the delivery point ("Shipping Address"), and on the date(s) specified in this Order (the "Delivery Date"). The time for delivery and/or completion of work under the Order shall be the essence of the Order. If Seller fails to deliver the Goods or Services in full, on the Delivery Date, Mu Sigma may terminate the Order immediately and Seller shall indemnify Mu Sigma against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver.</p>
3 Inspection and Deductions	<p>Mu Sigma reserves the right to inspect the Goods on or after the Delivery Date. Mu Sigma, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. If Mu Sigma requires replacement of the Goods, Seller shall promptly replace the nonconforming Goods at its own cost. If Seller fails to timely deliver replacement Goods, Mu Sigma may replace them with goods from a third party and charge Seller the cost thereof and terminate this Order. Any inspection or other action by Mu Sigma under this Section shall not affect Seller's obligations under the Order, and Mu Sigma shall have the right to further inspection after Seller takes remedial action.</p>
4 Cumulative Remedies	<p>The rights and remedies under this Order are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. If Seller is in breach of the warranties set out in this Purchase Order, Seller will, at its sole cost, replace or repair the Goods or re-perform Services to Mu Sigma's satisfaction.</p>
5 Price and Payment	<p>The price of the Goods or Services is the price stated on the face of this Order (the "Price"). Seller shall invoice Mu Sigma for the Order within thirty (30) days of delivery. Unless otherwise stated in the Order, Mu Sigma shall pay all properly invoiced amounts due to Seller within thirty (30) days after receipt of such invoice, except for any amounts disputed by Mu Sigma. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Without prejudice to any other right or remedy, Mu Sigma reserves the right to set off any amount owing to it by Seller against any amount payable by Mu Sigma to Seller. Payment of an invoice is not evidence or admission that the Goods or Services meet the requirements of the Order.</p>
6 Change Order	<p>Mu Sigma may, from time to time, initiate changes by issuing to Seller written notices to the Address for Correspondence mentioned in the Order for (each, a "Change Order") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the Terms of this Order. Seller will promptly comply with the terms of any Change Order.</p>
7 Termination	<p>Mu Sigma may terminate this Order, in whole or in part, at any time with or without cause upon thirty (30) days' prior written notice to Seller.</p> <p>Mu Sigma may terminate all or any part of this Order without incurring any liability upon the occurrence of any of the following causes:</p> <p>a) A material breach of any term of the Order by the Seller, including, but without limitation,</p>

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	<p>untimely shipments or shipments of Equipment which do not conform to the contract. For Software agreements, Seller shall be deemed in default if the software program continues to exhibit defects causing serious disruptions of use and/or repeated periods of downtime notwithstanding Seller's remedial or maintenance efforts, over a continuous period of three months or more.</p> <p>b) Assignment or attempted assignment of the Order in whole or in part by Seller without the written consent of Mu Sigma.</p> <p>c) The filing by or against Seller of any insolvency or bankruptcy proceedings or proceedings for reorganization, receivership, or dissolution.</p> <p>d) Any material adverse change in the financial condition of Seller which Mu Sigma in good faith believes will impair the likelihood that Mu Sigma will receive timely and full performance of the contract.</p> <p>If Mu Sigma terminates the Order for any reason, Seller's sole and exclusive remedy is payment for the Goods or Services received and accepted by Mu Sigma prior to the termination provided however, that Seller must submit its termination claim to Mu Sigma within thirty (30) days after the effective date of termination.</p>
8 Warranties	<p>Seller warrants to Mu Sigma that for a period of twelve (12) months from the Delivery Date, all Goods, Services or Goods furnished in connection with Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications; (c) be fit for their intended purpose and operate as intended; (d) be free and clear of all liens, security interests or other encumbrances; and (e) not infringe or misappropriate any third party's intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law. Any applicable statute of limitations runs from the date of Mu Sigma's discovery of the noncompliance.</p> <p>Software and Services : Seller warrants that on the delivery date the Software is free from programming errors and from defects in workmanship and shall operate in conformity with the performance capabilities, specifications, functions and other descriptions and standards applicable as set forth in the Order; that the services shall be performed in a timely and professional manner by qualified professional personnel; and that the services and Software shall conform to the standards generally observed in the industry for similar services and Software. Seller warrants that it has full power and authority to grant the rights set forth in this Agreement to Mu Sigma with respect to the Software without the consent of any other person; and neither the performance of the services by Seller nor the license to use and the use by Mu Sigma of the Software and documentation (including the copying thereof) will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, nondisclosure or other rights of any third party.</p>
9 Indemnification	<p>Seller shall indemnify, and hold harmless Mu Sigma and Mu Sigma's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (collectively, "Indemnities") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with Seller's performance of its obligations or Seller's negligence, willful misconduct or breach of the Terms of this Order or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Mu Sigma's or Indemnities' prior written consent.</p>

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10 Confidential Information	<p>All non-public, confidential or proprietary information of Mu Sigma, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Mu Sigma to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Mu Sigma in writing.</p> <p>Upon Mu Sigma's request, Seller shall promptly return all documents and other materials received from Mu Sigma. Mu Sigma shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Seller at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.</p>
11 Insurance	<p>Seller shall, where ever applicable, at its own expense, maintain, and carry insurance in full force and effect with financially sound and reputable insurers, which includes: a) if the Seller will use or provide for use of motor vehicles in providing and/or performing the Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, during transit or while being loaded or unloaded from the vehicles. (b) Comprehensive General Liability insurance against injury to persons and property. (c) Insurance against all workmen's compensation claims. (d) Insurance in respect of the transit of goods supplied under the Order if any (e) Insurance against damage to all goods undergoing construction/ installation and repair if any (f) Professional Liability (g) any other insurance that Mu Sigma requires the Seller to take out to cover such amount and in such manner as may be set out in the Order. Upon Mu Sigma's request, Seller shall provide Mu Sigma with a certificate of insurance evidencing the coverage specified in this Order.</p>
12 Compliance with Law	<p>Seller warrants and represents to Mu Sigma that it is in compliance with and shall remain in compliance during performance of this Order and ensure that its employees, agents, contractors and subcontractors (the "Personnel") comply with all applicable laws, regulations and ordinances, including, without limitation, i) to all statutory provisions under the Labour Law including but not limited to Minimum Wages Act, Provident Fund, Employee State Insurance Act (ii) to Contract Labour Act, Interstate Migrant Workmen Act, Building and Other Construction Workers Act and other applicable enactments from time to time covering the workmen employed by the Seller or any sub-contractor employed on Mu Sigma's premises. In the event of any default by way of non-observance or non-compliance of the said laws / rules on Seller's part or the sub-contractors, the Seller shall indemnify Mu Sigma against any claims, damages, liabilities, actions, proceedings and costs / expenses arising out of or in connection therewith. (iii) Contract Labour Act. 1970 - Seller shall not start the work in Mu Sigma premises unless Seller obtains the license required under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under. Any deviation from this will be Seller's personal responsibility. Seller shall be responsible for full implementation of the provisions of the Contract Labour Regulation & Abolition Act. 1970, and the rules framed there under in respect of the Labour engaged by Seller for the above work. Seller shall get all Seller's labour (s) insured so as to cover them against any minor / major injury, disability and fatal accident.</p> <p>Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. If Seller fails to comply with the laws, orders, rules, ordinances and regulations and as a result Mu Sigma is fined, Seller agrees to pay the fine and costs incident thereto or reimburse Mu Sigma for</p>

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	<p>payment. To the extent that Seller's Personnel are required to enter onto Mu Sigma's site or property, Seller shall ensure that Personnel comply with Mu Sigma's health, safety and environmental policies and standards.</p> <p>SEZ Rules : The Seller hereby agrees to follow all the SEZ rules and procedures and ensure all documentation /information is promptly and readily available for submission to the relevant authorities for obtaining necessary approvals / permits.</p>
13 Taxes	<p>Unless specified otherwise on the face of the Order, the prices are inclusive of, and Seller shall be solely responsible for and pay, all state and local taxes and duties, including, but not limited to, value added tax and services tax. If value added tax, service tax is applicable, such taxes should be separately itemized in the Seller's invoice. For Inter-state purchases Mu Sigma (SEZ unit) is exempted from VAT for which Mu Sigma shall share the appropriate documents to the Seller after the supply.</p> <p>No service tax shall be added when a valid tax exemption is indicated on the face of this Order by the Mu Sigma. Mu Sigma agrees to supply such documents as may be required to obtain such an exemption.</p>
14 Force Majeure	<p>Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from performance for a continuous period of more than fifteen (15) business days, Mu Sigma may terminate this Order immediately by giving written notice to Seller.</p>
15 Governing Law and Dispute Resolution	<p>The Laws of India shall govern the interpretation, application and performance of this order and jurisdiction shall be that of court at Bangalore in the state of Karnataka, India. Any dispute arising under this contract and which cannot be amicably settled shall be referred to sole arbitrator appointed by Mu Sigma and the dispute will be resolved under the provisions of the Indian Arbitration and Conciliation Act, 1996 which shall be binding on both parties. The pendency of such disputes shall be independent of the Contractor's obligations with regard to the said works and shall not result in suspension of works. The place of arbitration shall be Bengaluru.</p>
16 Inconsistent Terms	<p>The terms found on the face of this Order shall govern over the terms and conditions herein. Any separate written overriding agreement signed by both parties shall govern over the terms of the Order.</p>
17 Services	<p>Any Seller that may perform Services represents itself as qualified and able to perform. Seller shall perform Services pursuant to the industry standard of care. Mu Sigma will furnish materials, equipment and machinery only if and to the extent set forth in the Order. Seller will report immediately to Mu Sigma any event or circumstance which Seller knows or reasonably suspects is, or results from, a violation of Mu Sigma's policies or law set forth herein. Seller will, at its sole cost and expense, repair or replace any real or personal property belonging to Mu Sigma that Seller, its employees or agents may damage, destroy or remove while performing or result from performing this Order.</p>
18 Severability	<p>If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or</p>



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		invalidate or render unenforceable such term in any other jurisdiction.
19	Miscellaneous	Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without Mu Sigma's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment shall relieve the Seller of any of its obligations hereunder. No modification, alteration or amendment of the Order shall be binding unless agreed to in writing and signed by Mu Sigma. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order by Mu Sigma shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege.