



Connectivity IT Solutions Pvt. Ltd.
3Rd Floor, Gangothri
31St Cross, 10Th Main
Banashankari 2Nd Stage
Bangalore, Karnataka, 560070, India
GST Number 29AAGCC1283L1ZC

Bill & Deliver to:
NTT India Pvt Ltd (fka Dimension Data (I) Pvt Ltd)
Good Shepherd Square
Business 4th Floor, No 82
Kodambakkam High Road, Nungambakkam
Chennai, Tamil Nadu, 600034, India
GSTIN: 33AAACD2145G1Z8

Purchase Order 4501161352

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Date 05.08.2021
Your Reference
Vendor No 1013307
Terms of Payment 45 Days Net

Our Reference

Currency INR

Contact Person Shashikala Chincho

Group Email
shashikala.chinchole@global.ntt

Item	Code		Qty	UOM	Unit Price	Net Price
	Description					
	Start Date	End Date				
	Requested Delivery Date 05.08.2021					
10	DDNC-MS-SUNDRY-RENTAL-OPERATING-LEASE		1	EA	620,000.00	620,000.00
	Sundry Rental MS Operating Lease					
	25.08.2021	24.12.2021	Please Confirm Dates			
	WS-C3850-48F-L / WSC3850-48P-L					
	Cisco Catalyst 3850 48 Port Full PoE LAN Base					
	Qty 10					

Sub Total INR 620,000.00

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Item	Code			Qty	UOM	Unit Price	Net Price
	Description						
		Start Date	End Date				
20	DDNC-MS-SUNDRY-RENTAL-OPERATING-LEASE			1	EA	0.00	0.00
	Sundry Rental MS Operating Lease						
		25.08.2021	24.12.2021	Please Confirm Dates			
	C3850-NM-4-1G=						
	Cisco Catalyst 3850 4 x 1GE Network Module						
	Qty 10						
30	DDNC-MS-SUNDRY-RENTAL-OPERATING-LEASE			1	EA	64,000.00	64,000.00
	Sundry Rental MS Operating Lease						
		25.08.2021	24.12.2021	Please Confirm Dates			
	GLC-LH-SMD=						
	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM						
	Qty 20						

TERMS AND CONDITION:

- 1) Delivery: At earliest
- 2) Payment Terms: 45 days on monthly basis
- 3) Taxes: Extra as applicable
- 4) End User: Ford India Private Ltd
SP Koil Street, SP Koil Post, Kanchipuram-603204, India
- 5) Quote Ref.: CS/RQ-BLR/2021-22/0030-1

Any discrepancy in PO should be brought to notice within 2 working days.
Invoice should exactly match with our PO.

- 5) Vendor (Connectivity IT Solutions Pvt. Ltd) is responsible to collect the material back from the end user place. No additional charges will be paid for additional period.
- 6) NTT (Dimension Data) will not be responsible for any kind of damage, theft or insurance of the equipment.
- 7) End User/Delivery location: FORD
- 8) Please co-ordinate with Mr. Raamkumar Rajarajan for returning of equipment and end of rental period mentioned in PO.

Important Note:

- A) The material against this order should be tested and OK.
- B) Two copies of original Invoice to be sent to Shashikala Chinchole/Vijay Pawar scanned copy of Invoice copy to be sent to @APIN@global.ntt Invoices to be approved by Raamkumar Rajarajan.
- C) This Purchase Order is subject to the Terms and Conditions listed in the last page of this Purchase Order.

Sub Total INR 684,000.00

Purchase Order **4501161352**

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Item	Code		Qty	UOM	Unit Price	Net Price
Description						

Start Date	End Date
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This Purchase Order is subject to standard NTT Purchase Order
Terms and Conditions attached along with this Order

This is a computer generated printout. Signature is not required.

IGST	18.000%	684,000.00	TAX	Sub Total Excl.	684,000.00
Total		INR	123,120.00	TAX	123,120.00
			Total	INR	807,120.00
Rs. EIGHT HUNDRED SEVEN THOUSAND ONE HUNDRED TWENTY ONLY					

**Purchase Order****4501161352****Page 4 of 4****NTT PURCHASE ORDER TERMS**

The Supplier is the entity this purchase Order refers to and the Territory is the territory where the local NTT entity has issued the Order.

1. DESCRIPTION OF SERVICES

The Supplier will offer its products ("Products") and its applicable services ("Services") for sale to NTT on a non-exclusive basis and Supplier acknowledges and agrees that NTT is authorized to resell such Products and/or Services to its customers ("Customers") (as applicable.)

2. TERM AND TERMINATION

This Order shall commence on the date the Order is issued and will remain in effect until terminated or unless superseded by terms agreed to between the parties. NTT may terminate this Order for convenience upon thirty (30) days prior written notice. Termination of this Order shall not limit either Party from pursuing any other available remedies, including injunctive relief.

3. SUPPLIERS GENERAL OBLIGATIONS

Subject to the terms and conditions of this Order. Supplier hereby grants to NTT a nonexclusive, nontransferable right to resell the Products and Services purchased by NTT hereunder to Customers in the Territory. When Services are resold by NTT, such Services will be provided by Supplier directly to the Customer subject to applicable terms and conditions established between Supplier and Customer.

4. ORDER ACCEPTANCE

Supplier's acceptance of any NTT purchase order, as evidenced by any written acknowledgment or the delivery of the specified Products or Services, shall be subject to this Order. No terms and conditions specified or preprinted on any Supplier quotation, order acknowledgement, invoice or other form of confirmation shall apply to or modify the terms of this Order unless specifically agreed to in writing by NTT.

5. PRICES AND TAXES

The list prices for Products or Services are as specified in the Supplier's price list that is current at the time of a NTT purchase order or as otherwise specified on a valid Supplier quotation. Prices include all taxes, duties or other government imposed fees, except applicable state or local sales and use taxes, which taxes NTT will pay provided they are separately itemized on the invoice. Supplier will not invoice NTT for taxes where NTT has provided the appropriate exemption certificate. NTT shall have the right to require Supplier to contest, at NTT expense, any taxes that NTT may deem to be improperly levied. Supplier certifies that it is properly registered to collect and remit such taxes to the applicable taxing authority. Supplier agrees to pay, and to hold NTT harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of delay or failure of Supplier, for any reason, to pay any tax or file any return or information required by law, rule or regulation to be paid or Supplier's failure to register for, collect and/or remit applicable tax payments. Supplier will provide thirty (30) days advance written notice of any increase in list prices. Any decrease in list prices will be effective immediately for any Products shipped after the date that the decrease is announced by Supplier. All Supplier quotations shall remain valid for a minimum period of sixty (60) days from the date issued.

6. PAYMENT AND INVOICING TERMS

NTT will pay valid invoices within forty-five (45) days from date of receipt for properly received or delivered Products or Services or based on any existing payment terms agreed to between the parties, whichever is later. Invoices will be issued upon delivery of the Products or Services. Invoices issued prior to delivery of Products or Services shall be void unless otherwise authorized in writing by NTT. NTT will notify Supplier of any disputed invoice and will act in good faith to remedy such dispute with Supplier. No payment is due on disputed invoice until resolved to the reasonable satisfaction of NTT. Any undisputed invoice issued by Supplier more than ninety (90) days from the date of delivery of the Products shall be void and NTT has no obligation to pay such invoice(s).

7. RETURNS

Products that are delivered dead on arrival ("DOA"), damaged in shipment or otherwise not in compliance with the corresponding purchase order, shall be replaced within five (5 business) days of NTT's notice at no additional cost to NTT. If Supplier is unable to provide a replacement Product, NTT may cancel the corresponding purchase order with no liability. NTT will comply with all reasonable return material authorization ("RMA") specified by Supplier. All return shipping costs will be paid by Supplier.

8. SHIPPING AND DELIVERY

All shipments to NTT or a Customer shall be Delivered Duty Paid (D.D.P.) unless otherwise agreed to in writing by NTT. Title and risk of loss to goods shall pass to NTT upon correct delivery to the specified ship to location. Supplier is responsible for all freight, handling and insurance charges unless otherwise agreed to by NTT. The carrier is not an agent of NTT and in no event shall NTT have any liability for loss or damage during shipment. Supplier shall endeavor schedule delivery as close as possible to NTT's requested delivery dates. Supplier shall immediately notify NTT of any anticipated or actual delay in delivery. NTT reserves the right to cancel any purchase order without liability in the event the Supplier is not able to meet NTT's requested delivery dates.

9. CANCELLATION OF ORDERS

Upon written notice to Supplier, NTT may cancel any purchase order at no charge at any time prior to the actual shipment date or Service delivery date. Supplier will act in good faith to comply with any NTT request to return properly delivered Products.

10. WARRANTY

All Product and Services are warranted: (i) to operate in accordance with all applicable laws and government requirements; (ii) to comply with Supplier specifications and without defects in manufacturing or design; (iii) be free from any disabling device, "time bomb", or remote control mechanism that might, or might be utilized to, intentionally impede the operation of Product or damage NTT's or Customers' computer system environment or software in any respect, or compromise the integrity of any files or data; (iv) have been tested to ensure they do not contain any software virus; and (v) do not include open source code unless specifically agreed to by NTT. NTT is authorized to pass on to and assign the warranty to the Customer(s). Supplier will honor warranty claims made directly by Customer (s). Any failure of the Products or Service in complying with the foregoing warranty or any other specifications agreed to by the Parties will be remedied by Supplier at no cost to NTT or Customer(s) during the warranty period. Services will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY TO THIS ORDER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR DAMAGE TO DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF NTT UNDER THIS ORDER OR OTHERWISE SHALL BE LIMITED TO MONEY PAID BY NTT UNDER THE PURCHASE ORDER THAT IS RELATED TO THE CAUSE OF ACTION FOR THE DAMAGE. The foregoing shall not limit any Supplier indemnification obligations in Sections 14, 15 and 16 below or liability for damages resulting from Supplier's negligence or willful misconduct.

12. GOVERNING LAW

All transaction hereunder will be governed by the local NTT entity issuing this Purchase Order and the parties agree to the exclusive jurisdiction of the courts therein.

13. COMPLIANCE WITH LAWS

Supplier shall comply with all laws (including but not limited to all relevant export and sanctions laws and regulations to assure that any Products or Services delivered hereunder are in full compliance with such laws) depending upon Supplier's performance under this Order and NTT's utilization or Resale of the Products or Services, in every jurisdiction where Supplier delivers Products or perform Services.

14. SUPPLIER'S INDEMNITY

Supplier represents and warrants that it has made reasonable independent investigation to verify the legality of its right to sell or license the Products or to provide the Services as specified in this Order and agrees to defend, indemnify and hold NTT harmless from and against any claim or liability that may result by reason of (i) Supplier's breach of these terms and conditions (ii) Supplier's negligence or willful misconduct in the supply of the Products or Services or (iii) any infringement, or claim of infringement, of any trade secret, patent, trademark, copyright or other proprietary interest of any third party based on the resale, use or installation of any Products or Services furnished under this Order. If an injunction or order is obtained against NTT's or a Customer's use of any Product or Services or, if in Supplier's opinion, any Products or Services are likely to become the subject of a claim of infringement, then in aNTTition to NTT's other rights, Supplier will (a) modify the Products and Services to be non-infringing; but with the same functionality or; (b) obtain for the NTT or Customer at no cost license to continue using the Product or Service or; if neither of the foregoing are commercially reasonable; (c) remove any applicable Products or Services from NTT's or the Customer location and refund any charges paid by NTT for such Products or Services. In no event will NTT be liable to Supplier for any charges after the date that NTT or the Customer no longer uses any Products or Services because of actual or claimed infringement. In the event that a claim that would be subject to the foregoing indemnifications is made against any Customer(s) then Supplier agrees to defend and indemnify such claim in the same manner and subject to the same terms as if the claim were made against NTT. NTT agrees to notify Supplier promptly of any claim of infringement and cooperate in every reasonable way, at Supplier's expense, to facilitate the defense of a claim. Supplier shall afford NTT, at NTT's expense and with counsel of NTT's choice, an opportunity to participate on an equal basis with Supplier in the defense or settlement of any such claim.

15. SOFTWARE

Any software delivered under this Order is subject to the license terms provided with it. All software license terms are established directly between Customer and the Supplier, owner or licensor of the software. NTT is not a party to any such software license and makes not warranties or representations related to the ownership, use or operation of the software. NTT has no obligation to establish or enforce software license terms for the Products with any Customer.

16. FORCE MAJEURE

Neither Party shall be in default or otherwise liable for any delay in or failure of its obligations or performance where such delay or failure arises by reason of any Act of God, or act of government body, acts of the common enemy, the elements, strikes or labor disputes, or other causes beyond the control of a Party; provided, however, that such events shall in no case excuse the payment obligations of either Party under this Order.

17. SURVIVAL OF TERMS

Any terms of this Order, including but not limited to those relating to Payment, Taxes, Warranty, Limitation of Liability, which by their nature are intended to extend beyond this Order's expiration or termination will remain in effect until fulfilled.