

Purchase Order	229045022
Revision	0
Order Date	30-JUL-2024 05:33:38
Requester	Tembe, Mr. Anant
Requester Email	Anant.Tembe@informa.com



Ship To: Informa Markets India Pvt Ltd  
9th floor Sood Tower  
25 Bara khamba Road new Delhi 110001

Supplier: CONNECTIVITY IT SOLUTIONS  
PRIVATE LIMITED  
NO.1877, 31ST CROSS, 10TH MAIN,  
1ST FLOOR,  
BANASHANKARI 2ND STAGE,  
BANGALORE 560070  
KARNATAKA INDIA  
BANGALORE  
KARNATAKA  
India

Send  
Invoice To: Informa Markets India Private Limited  
1st Floor,B Wing, Unit No. 3 and 4  
Solitaire XIV  
Guru Hargovindji Marg  
400093  
India

Notes:

**IMPORTANT: Purchase Order Number must be quoted on all invoices**

Notes: All prices and amounts on this order are expressed in INR.

Line	Description	Delivery Date	Quantity	UOM	Unit Price (INR)	Amount (INR)
1	PO for purchase of 1 unit of Cisco CBS350 16 port POE switch for Delhi office.	05-AUG-24	1	Each	85000.00	85000.00
						Total: <b>85,000.00(INR)</b>

The Goods and/or Services purchased pursuant to this purchase order are purchased under, subject to and in accordance with our Standard Terms of Purchase.

Registration No: U14100MH2005PTC157112

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Legal Entity: Informa Markets India Private Limited

Registered Office: 1st Floor, B Wing, Unit 3 & 4, Solitaire XIV, Guru Hargovindji Marg, Chakala, Andheri East, 400093, India

VAT No:

## TERMS AND CONDITIONS

### standard TERMS

#### 1. 1. SUPPLY OF services

1.1 You shall provide the Services (and any deliverables) as set out in the Purchase Order and you shall:

- (a) comply with all our instructions and perform the Services with the best care, skill and diligence in accordance with best practice in your industry, profession or trade;
- (b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that your obligations are fulfilled;
- (c) ensure that the Services conform with all descriptions and specifications set out in the Purchase Order or as otherwise agreed between us;
- (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services; and
- (e) use the best quality goods, materials, standards and techniques, and ensure that any deliverables, and all goods and materials supplied and used in the Services or transferred to us, are free from defects in workmanship, installation and design.

#### 2. SUPPLY OF GOODS

2.1 You shall deliver the Goods as set out in the Purchase Order and ensure that the Goods:

- 2.1.1 correspond with their Description as set out in the Purchase Order;
- 2.1.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by you or made known to you by us, expressly or by implication, and in this respect we rely on your skill and judgment;
- 2.1.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

2.2 We may inspect and test the Goods at any time before delivery. If we consider that the Goods do not conform or are unlikely to comply with your undertakings at clause 2.1, we shall inform you and you shall immediately take such remedial action as is necessary to ensure compliance. You shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect your obligations under this Order, and we shall have the right to conduct further inspections and tests after you has carried out your remedial actions.

#### 3. Delivery of goods

3.1 You shall ensure that:

- 3.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 3.1.2 each delivery of the Goods is accompanied by a delivery note which shows the Order Date, the Order Number, the type and quantity of the Goods, Product Code, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- 3.1.3 you receive a signature of receipt of Goods from our authorised representative or if specified, the person named on the Purchase Order; and
- 3.1.4 if you need us to return any packaging material to you, you clearly state this on the delivery note (which shall only be returned to you at your cost).

3.2 Unless instructed by us, you shall deliver the Goods during our normal hours of business on the Required By Date at the Delivery Address specified on the Purchase Order. The title and risk in the Goods shall pass to us when you have finished unloading the Goods at the Delivery Address.

#### 4. supplier obligations

4.1 You shall:

- (a) Comply with any Special Instructions as set out in the Purchase Order;
- (b) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (c) observe all health and safety rules and regulations and any other security requirements that apply at any of our premises;
- (d) hold all materials, equipment and tools, drawings, specifications and data supplied by us (Customer Materials) in good condition and at your own risk until returned to us, and not dispose or use Customer Materials other than in accordance with our written instructions; and
- (e) not do or omit to do anything which may cause us to lose any licence, authority, consent or permission on which we rely for the purposes of conducting our business, and you acknowledges that we may rely or act on the Services.

#### 5. Customer remedies

5.1 If you fail to deliver the Goods and/or perform the Services by the Required By Date (whether or not we have accepted the Goods or Services) we shall, without limiting our other rights or remedies, be entitled to:

- (a) terminate the Order with immediate effect by giving written notice to you and have any sums paid refunded by you;
- (b) refuse to accept any subsequent performance of the Services and/or delivery of the Goods;
- (c) recover from you any costs incurred by us in obtaining substitute goods and/or services from a third party; and
- (d) claim damages for any additional costs, loss or expenses incurred by us which are in any way attributable to your failure to meet the Required By Date.

5.2 If you have delivered Goods that do not comply with clause 2.1, we shall, without limiting our other rights or remedies, be entitled to:

- 5.2.1 reject the Goods (in whole or in part) whether or not title has passed and to return them to you at your own risk and expense; and

- 5.2.2 require you to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid).

5.3 This Order shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by you.

#### 6. PRICE AND PAYMENT

6.1 The price for the Goods is set out in the Purchase Order and, unless otherwise agreed, is inclusive of the costs of packaging, insurance and carriage. You shall invoice us on or at any time after completion of delivery in accordance with these terms.

6.2 The price for the Services are set out in the Purchase Order and, unless otherwise agreed, is the full and exclusive remuneration for the Services. You shall invoice us after we have acknowledged completion in writing.

6.3 You must include all supporting information required by us on each invoice including but not limited to the relevant Order Number. In consideration of the supply of Goods and/or Services by you, we shall pay all undisputed invoiced amounts to your nominated bank account by the end of the month following the month we receive a correctly rendered invoice from you.

6.4 All amounts payable are exclusive of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Order, we shall, on receipt of a valid VAT invoice from you, pay you such additional amounts in respect of VAT as are chargeable at the same time as payment is due for the supply of the Goods and/or Services.

6.5 If we fail to pay any amount properly due and payable under this Order, you shall have the right to charge interest on the overdue amount at the rate of 2 per cent per annum above the base rate for the time being of Lloyds Bank plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to invoices that we dispute in good faith.

6.6 You shall maintain complete and accurate records of the time spent and materials used to provide the Services and you shall allow us to inspect your records at all reasonable times on request.

6.7 We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

#### 7. Intellectual property rights

7.1 You warrant that at the date of delivery to us, you have full and unrestricted rights to sell and transfer the Goods to us.

7.2 You assign to us, all rights, title and interest in any and all of the copyright, intellectual property rights and all other rights of similar nature which are created in providing the Services and you shall obtain waivers of all moral rights in the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

7.3 You shall, promptly at our request, do (or procure to be done) all such further acts and things and the execution of all such other documents as we may from time to time require for the purpose of securing for us the full benefit of the Order, including all right, title and interest in and to the intellectual property rights assigned to us in accordance with clause 7.2.

#### 8. Confidentiality

8.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, agents or sub contractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or sub contractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Order, and shall ensure that such employees, agents or sub contractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 8 shall survive termination of this Order.

8.2 You shall not use our name or our business in any case studies, as referees and for any other article, written or otherwise without our prior written consent.

#### 9. TERMINATION

9.1 Without prejudice to our other rights and remedies, this Order may be terminated immediately upon written notice if either of us:

9.1.1 commits a material breach of this Order which is not remediable or (if such breach is remediable) fails to remedy that breach within 30 days of written notice of such breach; or

9.1.2 enters into and/or applies for, and/or calls meetings of its members and/or creditors with a view to one or more of a moratorium, administration, liquidation (of any kind, including provisional), or composition and/or arrangement (whether under deed or otherwise) with creditors and/or has any of its property subjected to one or more of appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgment (in each case to include similar events under the laws of other countries).

9.2 Upon termination of this Order for any reason:

9.2.1 we shall pay all outstanding charges which have become due and payable under this Order as at the date of termination but we shall not be liable to pay any termination charges; and

9.2.2 you shall immediately deliver to us any Customer Materials. Until they have been returned or delivered, you shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Order.

#### 10. GENERAL

10.1 Our contract with you is non-exclusive and nothing shall prevent us from obtaining any goods or services from any third party.

10.2 Our liability to you in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with this Order shall not exceed the total price paid by us under this Order.

10.3 You must comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Bribery Act 2010 and Modern Slavery Act 2015.

10.4 You must comply with our Business Partner Code of Conduct which is available on Informa's website

([https://informa.com/Documents/Policies/Informa\\_Business\\_Partner\\_CoC\\_2017.pdf](https://informa.com/Documents/Policies/Informa_Business_Partner_CoC_2017.pdf)) or from your Informa contact directly.

10.5 You may not assign, sub-license, subcontract or transfer any of your rights or obligations under this Order without our prior written consent. In the event that we give consent, you shall remain liable for the performance of the Services and acts and omissions of any subcontractor. We may assign or otherwise transfer any of our rights under this Order without your consent.

10.6 All notices shall be in writing and given either personally or by first class post to the address set out on the Purchase Order. For first class post such notice will be deemed to have been served 48 hours after posting and proof that the envelope containing the notice was properly addressed and sent prepaid shall be sufficient evidence of service. Notices given in person shall be deemed to be served immediately on receipt.

10.7 Unless other terms have been approved by us in writing, this Order applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and constitutes the entire agreement between us in connection with its subject matter and supersedes all previous agreements, arrangements, undertakings or proposals (whether written or oral) concerning its subject matter. Save as expressly set out in this Order, neither of us has relied on a statement or representation made by the other and neither of us will have any liability for any untrue statement or representation made by each other (whether innocently or negligently) upon which the either of us relied in entering into this Order unless such untrue statement or representation was made fraudulently.

10.8 A variation of this Order must be agreed in writing and signed by the authorised representatives of each of us. A waiver by either of us to any breach of this Order by the other shall not be considered as a waiver of any subsequent breach of the same or any other provision.

10.9 No remedy conferred by any of the provisions of this Order is intended to be exclusive of any other remedy, except as expressly provided. Each remedy shall be cumulative and not exclusive of any rights or remedies prescribed by law or otherwise.

10.10 Nothing in this Order is intended to, or shall be deemed to constitute a partnership, joint venture or employment relationship of any kind between us, nor shall either of us be considered the agent of the other for any purpose. Neither of us shall have authority to act as an agent for, or to bind, the other in any way.

10.11 The provisions contained in this Order shall be enforceable independently of each of the others and their validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provisions were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

10.12 No terms of this Order shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

10.13 This Order, its subject matter and formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with English law and we both irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Order.