

Purchase Order

PEGATRON TECHNOLOGY INDIA PVT.

8th Floor (West Wing) of KRM Centre Harrington Road, Chetpet Chennai Tamil Nadu 600031, India

VENDOR CODE: ASC33IN1 **VENDOR NAME:** CONNECTIVITY
FULL NAME (C) : CONNECTIVITY IT SOLUTIONS **FULL NAME (E) :** CONNECTIVITY IT SOLUTIONS
 PRIVATE LTMITED PRIVATE LTMITED

P/O NUMBER: 0910604101 **PURCHASE DATE:** 04/23/2021
CURRENCY: INR **TAX RATE:** GST Input CR- 0% TCS by Vendor 0%
INCOTERMS: DAPINFAC **PAYMENT TERM:** O/A 90 DAYS
SHIP TO: Plot # 8, Phase 5, Mahindra World **BILL TO:** PEGATRON TECHNOLOGY INDIA
 City, Chengalpattu, Tamil Nadu PVT. LTD.
PEGA GSTIN: 8th Floor (West Wing) of KRM Centre
PLANT/MRPID: 5790/1WFY Harrington Road, Chetpet Chennai
 Tamil Nadu 600031, India
Consignee: PEGATRON TECHNOLOGY INDIA PVT. LTD.

ITEM	PART NUMBER OEMPN	DESCRIPTION	MARKING CODE MRPID HSN/SAC	UNIT PRICE	QTY	UNIT	SUB TOTAL	RECEIVED QTY	RETURNED QTY	DEFICIENT QTY	SCHEDULE DELIVERY DATE	BUYER	APPLICANT
10	4019- 05AL00 0	GATEWAY F5 NETWORKS/F 5-BIG-LTM- I2600	F5-BIG-LTM- I2600 1WFY 85176290	2586515 .48	2	PC	5173030 .96	0	0	2	06/02/2021	吳穎	910060461 4-50
Tax: 0				Total:		5,173,030.96 (Tax-inclusive)							
TCS By Vendor 0.10% 5173.03				Total:		5,178,203.99 (Include TCS)							

• Goods must be received by Material Management department. If goods are delivered to users directly, sourcer will not request for payment. Suppliers are fully responsible for any violation of this regulation.

Others:

• Vendor shall reply to PEGATRON regarding to any disagreements relating to the terms herein within 24 hours. Vendor fails to the foresaid period of response will be deemed accepting all the terms and conditions herein.

• The products need to be delivered on time as sourcer/MC required.

• Invoices shall be attached to the delivery items with exchange rate specified. The exchange rate shall be decided based on Customs exchange rate.

• DDU Factory (DDUFAC/DDUCNFAC) represents suppliers' responsibilities to deliver the goods to the PEGATRON's plants under the condition that suppliers should carry out all costs and risks until the goods arrive at the PEGATRON's plants

• "The products that supplier delivered need to be in accordance with the shipment data that supplier provided to PEGATRON. If any inconsistent information caused PEGATRON to fail to declare products at customs, suppliers will be fined. Please refer to the EPO bulletins."

• Maintek/Casetek/BOARDTEK's suppliers shall strictly obey and adhere to all rules, regulations and standards of the People's Republic of China with respect to customs clearance of the export processing zone.

• The shipment of Materials and all shipping documents provided by Vendor shall be consistently. In the event of non-compliance or inconsistency, suppliers will be fined. Please refer to the EPO bulletins.

• "Seller identified under this purchase order ('Seller') warrants that all goods sold by Seller to PEGATRON ('Goods') will be

(i) free from defects in design, material and workmanship;

(ii) in conformity with specifications and requirements provided by PEGATRON or requested by applicable laws. Seller shall strictly comply with the PureGMS requirements (including but not limited to, to meet the SPT-00001, SPT-00002, and other particular requirements, and to provide relevant documents and testing reports)

(iii) be new and contain first quality components and parts;

(iv) be free and clear of all liens, encumbrances, restrictions and claim against title or ownership;

(v) be manufactured, processed and assembled by Seller or its subcontractors; and

(vi) not infringe any patent, copyright, trademark, or other intellectual property right of third party."

•"Seller agrees to indemnify, defend, and hold PEGATRON harmless from and against all loss, expenses, damage, liability, claim, demand, arising out of or in connection with

(1) any personal injury or death, or damages to property directly or indirectly resulting from Goods or any deliverable delivered by Seller to PEGATRON or performance this purchase order;

(2) Seller's negligence, strict liability or other fault, or its breach of Seller's any obligations under or relating to this purchase order; and/or

(3) Seller's violation of any applicable laws or regulations. "

•Seller agrees to indemnify, defend, and hold harmless PEGATRON, its affiliates, subsidiaries, assigns, agents, subcontractors, distributors and customers (collectively 'Indemnitees') from and against all claims, losses, demands, fees, damages, liabilities, costs, expenses, obligations cause of action, suits, or injuries of any kind or nature,

•arising out from any claim that Seller's Goods or any related services infringes any intellectual property of a third party, whether actually or allegedly. Without limiting the foregoing, Seller will pay all costs, demands and expenses (including reasonable attorneys fees) incurred by Indemnitees and will pay any award with respect to any such claim or agreed to in settlement of the claim.

•The terms and condition set forth herein will constitute a supplement to the purchase agreement signed by Seller and PEGATRON, if any.

•The Incoterms of this P/O is according to Incoterms 2010.

•Supplier is required to both (1) confirm PO in the PEGATRON's SRM/EPO system after PEGATRON's PO released and (2) complete delivery note and packing list with correct information before delivering goods to all sites of PEGATRON's HUB. If supplier does not complete wither (1) or (2), PEGATRON's can fine USD30 each uncompleted item.

•Supplier shall execute its internal self-control procedure according to the enterprise certification requirements for the trade safety standard held by the Authorized Economic Operator(AEO), and shall follow all relating regulations. All responsibilities, risks and damages arising from the foregoing shall be borne by Supplier.

If there is any breach, Supplier shall indemnify and hold harmless PEGATRON against all damages and liabilities and PEGATRON has the right to terminate the cooperation or transaction with Supplier who does not meet the requirements.

•No other terms and conditions will apply to the business transaction specified in this PO unless expressly agreed and accepted by Pegatron Corporation in writing

•The terms and conditions regarding goods procurement shall apply to the transactions of products with Part No. 48* and Part No. 46* (except Part No. 4640*, 4641*, 4642*) . However, if such goods are shipped out with or incorporated into the products of Pegatron Group, the terms and conditions regarding material procurement shall apply.

If the vendor has any question, please contact the procurement personnel of Pegatron Group

SOURCER: 吳穎

BUYER: 吳穎