



Progility Technologies Pvt. Ltd.  
601, 6th Floor, 247 Park,  
Tower B, L.B.S. Marg,  
Vikhroli (W), Mumbai 400083  
INDIA

This Order is subject to the term and conditions as agreed with your responsibility printed below and on reverse side or attached conditions.

PO Number : 9300001041  
Date : 10.11.2017

PO Raised To : 84241 Connectivity IT Solutions Pvt Ltd 1877,3rd Floor,Gangothri,31st Cross Bangalore - 560070 Karnataka India	Person Responsible/Dept/Email Umesh Patel umesh.patel@progilitytech.com Tel No / FAX 079-40407505 --	Vendor Details : GST No. 29AAGCC1283L1ZC PAN No. AAGCC1283L CIN No.
Bill To :	Consignee : Progility Technologies Pvt. Ltd. 4th Floor, Pinnacle Business Park, 409 Opp. Royal Orchid, Corporate Road, Ahmedabad - 380015 GST No. 24AAKCS5375F1Z6	INCOTERMS : - Unify Enterprise Communications Pvt. Ltd Payment Terms Bhagwan Estate.NH No.8/A. AslaliGD-5-68&9 Ahmedabad - 382425 GST No. 24AAKCS5375F1Z6
		Within 30 days Due net Con. No 080 26716555 Vendor Email ID ravi@connectivitysolutions.in Quotation : CS-SQ-0953 Quotation Date : 07.11.2017
Shipment Details : Most favorable Partial Delivery of Complete items allowed		

Interfase Card

Item	Description of Goods / Service Service Period	HSN / SAC	Delivery / Installation Date	Quantity / Unit	Unit Rate in INR	Total Price in INR
10	1410094609 - 1 Port Serial Wan Interface Card	85176930	09.05.2017	1.000 / PC	1,500.00	1,500.00
				IGST	18 %	270.00
20	1410094609 - 2Port Voice Interface Card	85176930	09.05.2017	1.000 / PC	4,500.00	4,500.00
Item Total Total						6,000.00 7,080.00

In Words : Rupees Seven Thousand Eighty Only

- Supplier needs to obtain a written confirmation from PROGILITY(PTPL) before commencing any deliveries/billing (Materials / Services) against this purchase order.
- All vendors required to submit scanned copy of invoice to 'accounts payable@progilitytech.com', however, the Original to be submitted to buyer office.

Terms & Conditions:

- Prices are basic and Taxes as per PO.
- Freight and insurance to your account till site.
- Payment terms : 100% after delivery of material at site within 30 days.
- Submit the Invoice for payment processing should be as per our purchase order.
- Mandatory documents for release of payment
  - Tax invoice in triplicate.
  - Delivery challan, Installation report and warranty certificate.

iii) Copy of our purchase order.

All above documents with the bill to be submitted to  
"Commercial Department" only

**Progility Technologies Pvt. Ltd.**  
(formerly Unify Enterprise Comm Pvt Ltd)

 (Authorised Signatories)

Registered Office: 601, 6th Floor, 247 Park, Tower B, L.B.S. Marg, Vikhroli (W), Mumbai-400083

Website : [www.progilitytech.com](http://www.progilitytech.com)

Toll Free : 18002083131

CIN No. : U31908MH2007FTC166937



## Terms & Conditions of Purchase

### 1. Scope

This Purchase Order shall constitute the contract. No verbal agreements amending the terms of this contract are valid unless both the Purchaser and the Supplier duly confirm them in writing.

### 2. Packing

Goods processed and supplied against this order must be properly packed and dispatched conforming to special instructions, if any, given for safe transport by road/rail/air/water to the specified destination.

### 3. Price

The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by the Purchaser and shall be inclusive of packing and free delivery at Purchaser's godown /works or any place specified in the order.

For deliveries involving installation, commissioning or services the transfer of risk occurs on acceptance and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the Purchaser at the designated place of receipt.

For pricing ex works or ex warehouse of the Supplier, transport shall in each case be at the lowest possible cost, insofar as the Purchaser has not requested a particular method of delivery. Any supplementary costs arising from non-conformity with the transport requirements shall be borne by the Supplier. Where the price is quoted free to the recipient, the Purchaser may also determine the method of transportation. Any supplementary costs arising from the need to meet the delivery deadline by way of expedited delivery shall be borne by the Supplier.

### 4. Delivery

**DELIVERY TIME IS THE ESSENCE OF THIS CONTRACT** and must be strictly adhered to. If the Supplier fails to deliver the goods in time, the Purchaser may, at its sole discretion :

- a) Treat the order as cancelled at any time and recover any loss or damage from the Supplier or
- b) Purchase the goods ordered or any part thereof from other sources on the Supplier's account, in which case, the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer or
- c) Accept late delivery, subject to a deduction in payment of 1% of the total contract price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 10% of the contract price.

For the purpose of establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance.

### 5. Order and Confirmation of Order

The Purchaser may cancel the order if the Supplier has not confirmed acceptance of the order (confirmation) in writing within two weeks of receipt. If the terms of the confirmation vary from the terms of the order, the Purchaser is only bound thereby if it agrees to such variation in writing. In particular the Purchaser is bound by the General Terms and Conditions of the Supplier only to the extent that these are in accordance with the Purchaser's own General Terms and Conditions or if the Purchaser agrees to such in writing. The acceptance of deliveries or services as well as payments do not constitute such agreement.

Any amendments or additions to the order shall only be effective if the Purchaser confirms such in writing.

### 6. Force Majeure

The Purchaser shall be under no liability for failure to accept the deliveries of goods, if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes civil commotion, riots, violence acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the Purchaser.

Such occurrences shall be informed in writing by the Supplier.

### 7. Examination/Rejection of Goods

All materials duly processed and supplied against the order should confirm to latest Indian Standards and should be in line with Supplier's "Quality Assurance Plan", which has to be approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser, either at the Supplier's premises and/or at the place of delivery indicated by the Purchaser. The Purchaser reserves the rights to inspect the material at any stage during manufacture or supply and reject such portion thereof as may be found defective or not in conformity with the specification without invalidating the remainder of the order, if so desired by the Purchaser. All rejected material shall be removed by the Supplier at its own costs within 15 days from the date of rejection note / intimation / Challan posted by the Purchaser to the Supplier.

In case of any failure due to any reasons to remove the goods/material the Purchaser shall have all rights to remove the defective materials/goods from the Purchaser's premises and discard it. The Purchaser under no circumstances will be liable or held accountable for any damage, loss, deterioration of the rejected materials/goods for discarding the material/goods, or for any value for it. The Purchaser shall also be entitled to charge an amount of 5% (of the value of rejected materials) per every week of the delay towards storage charges.

### 8. Product Warranty

a) The said product processed and delivered by the Supplier shall be made out of good quality bought out components/materials, as acceptable to the Purchaser and it should have standard/excellent workmanship.

b) The said products delivered by the Supplier shall be identical to the sample specification given by the Supplier.

c) Where the said product delivered by the Supplier to the Purchaser is according to sample as well as certain specification/description, if any the said product actually processed and delivered, shall match not only with the said sample, but also with the said specification/ description.

### 9. Bills/Challan

The bills for supplies must be submitted in triplicate duly bearing the Supplier's sale tax registration numbers, supported with the required forms as specified in the Purchase Order and showing the description of material, quantity, Purchase Order no., Supplier code number, challan no. and date, GRN number with date, Excise duty gate pass number with date, and value wherever applicable. The bill must be accompanied by the Supplier's challan duty received by the Purchaser/consignee. Challan accompanying the materials/goods should indicate the Purchase Order no. and date, gate pass number, date and value etc. wherever applicable.

### 10. Excess Supply

The specific quantity ordered shall not be changed without the Purchaser's written consent. Any loss or damage which the Purchaser may suffer on account of excess/short supply, if any will be to the Supplier's account in full.

Quantum of allowable excess/short supplies shall be agreed in the Purchase Order.

However, the Purchaser reserves the right to vary the quantity upto 15% of the ordered quantity, without any price implication.

### 11. Payment

Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser/consignee shall be made as per the terms stated in the Purchase Order. Payment falls due after the stipulated/agreed credit period from the date of receipt of materials or from the date of receipt of bills, whichever is later. Bills should be submitted within 4 days from the date of delivery. The Purchaser shall at all point of time have all rights to deduct from any unpaid bills, debit notes failing due in case any materials/goods are rejected on line and/or any claims for deductions are raised on the Supplier.

Insofar as the Supplier is required to provide material testing, test records or quality control documents or any other documentation, such shall be a part of the requirements of the completeness of the delivery or performance.

### 12. Ownership

Save as otherwise provided in the Agreement, no right, title or interest shall be passed on to the Supplier by virtue of these presents, in the products/raw materials machines / tools/ drawings etc., furnished by the Purchaser to the Supplier, for rendering the processing services. The Supplier shall, at no time, contest or challenge our said and exclusive rights, title and interest in the said products/raw materials/ machines / tools/drawings etc.

### 13. Encumbrance

The Supplier shall not sell, assign, sub-let, pledge, hypothecate or otherwise encumber or suffer a lien upon or

Against the said product/raw materials/ machines tools/ drawings etc. And the Supplier shall undertake to abide by the same.

### 14. Trade Mark/Brand Label/Copyrights/Packings

All Trade Marks/Brand Names/Labels or Packings or other rights belonging to the Purchaser in relation to the processed goods/products shall remain the property of Purchaser and at no time during the currency of this Agreement or after the termination thereof, the Supplier shall be entitled to claim any rights to or interest in any such Trade Marks/ Brand Names/Labels/ Packings or other rights belonging to the Purchaser.

### 15. Secrecy

If for the contractual work the Purchaser furnishes the Supplier with any drawings, dyes, floppies, documents etc, or these are made by the Supplier himself, the same shall be kept strictly confidential by the Supplier and shall be used by it only for the contractual work. On demand by the Purchaser at any time or on completion of the contractual work, the Purchaser at any time or on completion of the contractual work, the Purchaser's drawings, dies etc. shall be returned forthwith by the Supplier to the Purchaser. The Supplier shall under no circumstances, allow the drawings, dies, etc. made for the contractual work to be used by a third party. The Supplier shall also not make supplies of the articles made with the help of these drawings, dies, etc. to any party other than the Purchaser.

### 16. Patents

The Supplier shall indemnify and keep the Purchaser indemnified against all losses or damages arising from any infringement of any patent in respect of any goods processed and supplied by him against this contract. In addition, all litigation costs, if any, suffered by the Purchaser as a result of any patent suit shall be reimbursed to the Purchaser by the Supplier forthwith.

### 17. Guarantee

The Supplier shall be bound to repair/replace free of cost any materials/goods/assets processed and supplied by him, which become defective due to faulty design, material or workmanship within 12 months from the date of completion of final installation & commissioning or 18 months from the date of delivery whichever is earlier. In all such cases the to and fro freight and insurance charges will be to the Suppliers account.

### 18. Non- Performance

The Purchaser reserves the right to cancel this order or any portion thereof if supplies do not conform to the specifications and/or if deliveries are not made as stipulated. The decision of the Purchaser as to whether the supplies conform to the specifications and, or deliveries are made as stipulated, shall be final and binding on the Supplier.

In addition, the Purchaser shall have the right to purchase the goods ordered or any part thereof from other sources on the Supplier account, in which case the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.

### 19. Duty to Verify Title/Duty to Inform

It is essential that the products are delivered free of any third party rights. Thus the Supplier is under a duty to verify title and inform the Purchaser of any possible conflicting industrial and intellectual property rights. Any breach of such duty is subject to the normal statutory limitation period.

### 20. Subcontracting to Third Parties

Subcontracting to third parties shall not take place without the prior written consent of the Purchaser and the entities the Purchaser to cancel the contract in whole or in part and claim damages.

### 21. Provided Material

Material provided by the Purchaser remains the property of the Purchaser and is to be stored, labeled and administered separately. Their use is limited to the orders of the Purchaser only. The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.

Any processing or transformation of the material shall take place for the Purchaser. The Purchaser shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Purchaser and Supplier hereby agree that the Purchaser shall be the owner of the new product a all times during the processing or transformation. The Supplier shall keep the new product safe for the Purchaser at no extra cost and in so doing exercise the duty of care of a merchant.

### 22. Termination

The Purchaser shall be entitled to terminate this Agreement by giving 3 months Notice to the Supplier in that behalf, without assigning any reason therefore. All the obligations undertaken prior to such termination shall survive. After receipt of such a notice, the Supplier shall not process the said products and forthwith hand over all the machines/tools/drawings etc, which are in the Supplier's custody, along with the product processed by the Supplier and remaining the Supplier's custody.



## Terms & Conditions of Purchase

### 23. Right of Entry

The Purchaser shall have right to enter Supplier place of processing or any other premises at any time, with or without any prior intimation. It has also been agreed upon that in the event of failure on Suppliers part to process the said product as per Purchaser's requirement for whatever reasons, the Supplier shall unconditionally allow the Purchaser to enter the premises for getting the unfinished job completed either by the Purchaser or any other party at Suppliers end.

### 24. Other Conditions

- a) The Supplier shall use the machines/ tools/ drawings /specifications etc. provided to him exclusively for processing the Purchaser's products, and the same shall not be used by him for any other purpose.
- b) The machines/tools/raw material etc. provided by the Purchaser to the Supplier shall remain in Supplier's custody as a bailee and the Supplier shall forthwith return the said products/raw materials/machines/tools to the Purchaser on being so called upon by the Purchaser. On being unable to fulfil the contractual obligations envisaged herein, the Supplier shall not dispute the monetary value of the machines/tools/raw material etc. decided by the Purchaser and the Supplier hereby undertake unconditionally and irrevocably on demand without demur to pay the same to the Purchaser. The total amount determined by the Purchaser for the material lying with the Supplier shall be admitted by the Supplier as the dues payable by the Supplier to the Purchaser in terms of money.
- c) Adherence to the various provisions under all the statutory legislations in respect of this Agreement shall be complied with by the Supplier.
- d) In the event of any terms and conditions given by the Supplier are at variance with these terms and conditions, then these terms and condition shall prevail.

### 25. Dispute Resolution

All disputes arising out of or in accordance with this contract, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be finally settled by arbitration. The parties shall mutually agree and appoint a sole arbitrator who shall be a person who must have held an office of a judge in any court in India. Notwithstanding to what is stated above, if the parties cannot mutually agree on arbitrator within 4(four) weeks, then Progility shall appoint a sole arbitrator, who has held an office of a judge in any court in India. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act 1996, and any modifications thereto and re-enactments thereof. The seat of arbitration shall be Mumbai. The language to be used in arbitration proceedings shall be English.

Each party submits to the jurisdiction of courts of Mumbai for the purposes only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provision

### 26. Applicable Law

All sums payable by the Purchaser to the Supplier or by the Supplier to the Purchaser under this order shall be due and payable at the Purchaser's office. This Purchase Order shall be governed by and construed in accordance with the laws of India.

### 27. Inability to Pay/Insolvency of the Supplier

Should the Supplier cease to make payments, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, the Purchaser may terminate the contract and/or any purchase orders issued thereunder. In the event of termination the Purchaser may continue to utilize existing facilities, deliveries or services already performed by the Supplier in exchange for reasonable payment.

### 28. Service Orders

It is agreed by and between the parties that in the event of the job being a service contract, these Terms and Conditions shall be applicable to the same mutatis mutandis. Service level agreements, if applicable, will be as specifically mentioned in the body of the Purchase Order.

### 29. Export Control

The Supplier shall mention the AL(Export List Number) and ECCN(Export Control Classification Number) in their bills, as applicable to each material/goods supplied by them against the order. This is in line with the US and EU Export Control Laws & Regulations.

### 30. Code of Conduct

The Supplier is obliged to comply with the applicable legal systems in force. In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labour. Moreover, the Supplier will take responsibility for the health & safety of its employees. The Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote the Code of Conduct among its Suppliers.

In addition to other rights and remedies the Purchaser may have, the Purchaser may terminate the contract and/or any purchase order issued thereunder in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, Purchaser's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by the Purchaser.

### 31. Reservation Clause

Purchaser's obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.

### 32. Safety & Environment Requirements for Progility Locations & Project Sites

a) Contractor shall obtain Progility Corporate Occupational Safety, Health & Environment Policy. Understand & implement the applicable content of this policy.

b) Ensure that only competent & experienced persons are deputed at Progility premises. These persons should be trained for fire fighting, safety in their job & their training record should be available.

c) Prior to start of work, contractor should discuss with Progility Official about details of safety & environment requirements.

d) Ensure that system of safety work permit is followed & requirements mentioned are fulfilled. Contractor shall & also follow the applicable requirements (including legal) of Environment Management System & Safety Management System.

e) Ensure that necessary Personal Protective Equipments (PPEs) like Safety shoes, helmet, goggle, gloves etc & safely gadgets are provided & used appropriately by the concerned person/s at site.

f) All PPEs shall be of IS standard & as per Progility requirement.

g) For height work, provision & use of life line, fall arrestor, full body harness & Safety Helmet is must.

h) Contractor to ensure safe access & egress for his workplace. For height access, steel scaffold shall be used.

i) Contractor to ensure that traffic rules are being followed while his vehicles are in Progility premises.

j) Contractor should display necessary safety signages & barricades at workplace.

k) Contractor shall ensure for reporting of every accident/dangerous occurrence occurring in Progility premises to concerned Progility Official with duly filled Accident Report Form & corrective actions for preventing recurrence.

l) Non-compliance of the Safety & Environment requirements will amount for Rs. 1000/- per violation which will be deducted through the bill.

m) The Contractor should submit & discuss method statement (Job Safety Analysis) with Progility Official before start of job.

Format for Job Safety Analysis Report

Sr. No	Step involved in the Job	Hazards	Controls	Progility Official's Remark

### 33. Safety & Environment Requirements in Suppliers Premises

a) Contractor shall obtain Progility Corporate Occupational Safety, Health & Environment Policy. Understand the contents & intent of this policy.

b) Contractor shall comply with applicable legal requirements pertaining to Safety & Environment.

c) It is advised that contractor should develop & implement Safety & Environment Management System.

### 34. General

The clauses as mentioned above shall hold good until and unless any clause is commented upon in the body of the Purchase Order. The clauses commented upon only, in the body of the Purchase Order shall override.