

Issued on: 2019/06/25

Contact person: Ritesh PRAJAPATI

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Ship to:

FIRMENICH AROMATICS PROD.(I) Pvt. Ltd.
Ingredients Plant
Plot No-Z-10,SEZ Dahej, Ta:Vag
Dist : Bharuch, Gujarat 392130
India

Goods recipient: Ritesh PRAJAPATI

Supplier:

CONNECTIVITY IT SOLUTIONS PVT LTD

Documents to:

Company
CONNECTIVITY IT SOLUTIONS PVT LTD
Banashankari 2nd stage
1877, 31st cross, 10th main
560070 BANGALORE
INDIA

GSTIN:29AAGCC1283L1ZC

Bill to:

Send invoice via email to: ap.firguj@firmenich.com
Invoice inquiries via our web portal:
<https://xerox-firmenich-na.custhelp.com>

FIRMENICH AROMATICS PROD.(I) Pvt. Ltd.
Ingredients Plant
Plot No-Z-10,SEZ Dahej, Ta:Vag
Dist : Bharuch, Gujarat 392130
India

Kindly acknowledge receipt of this PO and confirm delivery date & conditions within 48 hrs.
Reference to the Firmenich purchase order number and Goods recipient (see top of page) on all packaging, documents and invoice is mandatory.
Firmenich standard product and service purchase terms, as attached, shall apply to the sale and purchase of goods hereto.

Firmenich code	Description	Order Qty	UM	Delivery Date	Currency	Unit Price	Amt Excl. Tax
Product Code							
Line Item No. 1							
	FortiGate-501E	2.00	EA	2019/06/30	INR	1,249,806.00	2,499,612.00
	HSN/SAC: 85176990						
Line Item No. 2							
	AC power supply for FG	2.00	EA	2019/06/30	INR	42,366.00	84,732.00
	HSN/SAC: 85176990						

FIRMENICH AROMATICS PRODUCTION (INDIA) PVT. LIMITED

9th Floor, Arena Space, Plot No.4 Survey No.20, New Shyam Nagar Road Behind Majas Depot, Majas Village 400060 Mumbai

India, Phone: +91-22-66196000 Fax: +91-22-66196015

www.firmenich.com

Firmenich code	Description	Order Qty	UM	Delivery Date	Currency	Unit Price	Amt Excl. Tax
Product Code							
Line Item No. 3							
	10GE SFP+ transceiver module	4.00	EA	2019/06/30	INR	5,297.00	21,188.00
	HSN/SAC: 85176990						
Item text :							
Terms & Conditions							
1. Reference : Your offer No.SQ-CS-INR-003SRLS-18-19 dated 21-06-2019							
2.Prices: On door delivery Firmenich Dahej plant basis							
3.Freight & transit insurance is in your scope.							
4.Payment Terms : 100% after 30 days from date of invoice and receipt of material							
5.Delivery: Immediate							
6.Taxes: shall be NIL as the same are exempt for SEZ							
7.Despatches shall be done against LUT/Bond. Invoices shall be GST compliant.							
NOTES:							
a) You are requested to submit the scanned copy of Invoice in advance prior to dispatch and based on that Invoice we shall provide DTA form by email to you for attaching with dispatch documents.							
b) For Zero rated invoices, if the dispatch is against LUT, mention the LUT reference on Invoice OR mention the GST Tax structure on the invoice. Require either of the one on Invoice for issuing the DTA and for custom endorsement.							
Credit terms:	60 Days, end of month			Total net value excl. tax:	INR	2,605,532.00	
				Gross Total	INR	2,605,532.00	
This is an electronic purchase order and no signature is required.							
GSTIN : 24AABCF1120G1ZF							
PAN No. : AABCF1120G							

1.APPLICABILITY. These standard purchase terms ("Terms") are the only terms and conditions applicable to any sale by the supplier of products and/or services (#Seller#) to the Firmenich entity the Seller invoices for such sale (#Firmenich#). The Seller is deemed to have agreed to these Terms notwithstanding inconsistent or additional provisions on the Seller's offer, order confirmation or otherwise, which are expressly excluded hereunder. Differing or additional terms and conditions provided by Firmenich under separate written contract, or under the provisions set forth in the document or order, if any, to which these Terms are attached, form one and part of the same contract ("Order"), but prevail only to the extent of any inconsistency or conflict with these Terms.

2.PURCHASE & SALE. Firmenich agrees to purchase from the Seller, and the Seller agrees to sell and deliver to Firmenich, products and/or services in such quantities, specifications and at such times as Firmenich may from time to time specify in the Order to the Seller. Products means equipment, materials and/or other goods that are provided by the Seller as identified in the Order ("Products"), and services means the services that are provided by Seller including, without limitation, design, training, installation, testing, commissioning, configuration, operation, maintenance and support as identified in the Order ("Services"). No Order shall oblige Firmenich to purchase any minimum volume, quantity, amount or all or any portion of its requirements of Products and/or Services from the Seller. No Order is valid unless issued by Firmenich on its official, electronic or otherwise, generated order addressed to the Seller with Firmenich's order number.

3.ORDER CHANGES. Firmenich may at any time by written notice to the Seller propose changes within the general scope of the Order. Should any such change increase or decrease the cost of, or time required for, the performance of the Order, an equitable adjustment may be requested by Firmenich or the Seller in the price, the delivery schedule, or both. Firmenich will not be bound by any such changes unless confirmed by Firmenich in writing. Nothing in this clause shall relieve the Seller from proceeding without delay in the performance of the Order as changed.

4.PRICES, INVOICES, PAYMENT. All prices payable by Firmenich for the Products and/or Services are stated in the Order and include the cost of packaging and delivery and shall be on the delivery term to the destination specified therein or, if not so stated, Delivered Duty Paid Firmenich receiving site (#Destination#), except that, unless otherwise included or exempt, such prices are exclusive of any applicable value-added tax which shall be added to the price. Firmenich having made the Order shall make payment to the Seller by wire transfer or other Firmenich designated payment method within the time period stated in the Order. Acceptance of the Products and/or Services and/or any payments made by Firmenich shall not prejudice Firmenich's right thereafter to contest any invoice or challenge or reject any Products and/or Services that do not conform strictly to the Order. Firmenich may withhold, deduct or set off the price of any non-conforming Products and/or Services and any other sums due from the Seller to Firmenich against any payment due from Firmenich to the Seller (including from any affiliate of Firmenich).

5.DELIVERY. Incoterms 2010 or the then prevailing Incoterms in force at the time of the Order shall apply, save that, to the extent there is any inconsistency or conflict between the applicable Incoterms and the Terms and/or Order, the Terms and/or Order shall prevail. Time is of the essence in respect of the Seller's obligation to deliver. The Seller shall deliver the Products to the Destination, or perform the Services, by the due date(s) stated on the Order or as otherwise agreed in writing by Firmenich (#Delivery Date(s)#). The Seller shall notify Firmenich if and promptly when it anticipates or reasonably should anticipate that delivery or performance, as the case may be, will not be made by the Delivery Date(s). If the Seller fails to deliver the Products to the Destination, or perform the Services, by the Delivery Date(s), Firmenich may, without prejudice to any other rights or remedies it may have under the Order or otherwise, terminate the Order, without liability to the Seller. The Seller warrants that upon the earlier of payment for the Products or delivery at the Destination, as the case may be, the Seller shall convey to Firmenich good and marketable title to the Products free of any liens or encumbrances of any kind whatsoever. Risk of loss passes upon Firmenich's acceptance of the Products as conforming to the Order. Title to, and risk of loss for, the Services passes to Firmenich upon completion of the Services free of any liens or encumbrances of any kind whatsoever. Firmenich shall not be obliged to buy or pay for, and Firmenich or its designated representative may at any time after delivery, reject all or any part of the Products that Firmenich determines does not conform to the Order. The Seller shall retain or reacquire title to, and bear all risks of loss of, such non-conforming Products, and shall at its own expense be responsible for the collection, return or disposal thereof according to Firmenich instructions. Firmenich shall not be responsible for any pallets, containers or other materials used in the delivery of the Products and the Seller shall indemnify Firmenich against any claims, damages and liabilities arising from the use or disposition of the same.

6.QUALITY ASSURANCE & INSPECTIONS. The Seller shall hold and maintain in good standing all required and applicable authorizations and permits to manufacture, supply and transport the Products, and otherwise perform the Services. The Seller must inform Firmenich promptly in the event any such authorization or permit is not obtained in a timely manner or is withdrawn or is threatened to be withdrawn. Firmenich or its designated representatives shall have the right from time to time during business hours after reasonable notice to the Seller to (i) inspect the Products, or manufacturing of them, or performance of the Services, wherever they are located; (ii) remove samples of the Products for inspection and testing; and (iii) obtain factory site and other information from the Seller to confirm conformance of the Products and the Services with agreed specifications. No such inspection, testing or inquiry shall be deemed to be or result in any variation of any of the Seller's obligations or a waiver of Firmenich's rights hereunder, nor does it prevent Firmenich to verify the Products or the Services upon delivery.

7.WARRANTY. The Seller warrants and undertakes to Firmenich that (a) it has all necessary right, title, license and authority to enter into the Order and to perform all its obligations hereunder; (b) the Seller's performance of all its obligations hereunder does not violate any applicable law, statute, regulation or ordinance; (c) it has appropriate agreements with its employees and contractors to perform its obligations under the Order; (d) the Products and Services are free of any liens, encumbrances or defects, and will operate to Firmenich's satisfaction in accordance with the Order; (e) the Products and Services are fit for their intended purpose or implied purpose, (f) the Products are new and not used, remanufactured or reconditioned; and (g) it will perform the Services in a professional and workmanlike manner, consistent with the highest professional standards.

8.CONFIDENTIALITY. Any specifications, samples, designs, formulations, trade secrets, financial data, or other information that Firmenich identifies as or otherwise deems confidential and discloses to the Seller in connection with the Order shall remain the exclusive property of Firmenich and shall, along with any information derived from the same, be kept confidential by the Seller and its employees, representatives and agents and shall not, without Firmenich's prior written consent, be disclosed to any third party or used except for purposes of the Order. The Seller shall remain responsible for any breach of confidentiality obligations by its employees, representatives and agents. Notwithstanding the foregoing, such information shall not be deemed confidential to the extent that the Seller can demonstrate by written record that it was previously known by the Seller, became generally available to the public through no fault of the Seller, was disclosed to the Seller by a third party without breach of any confidentiality obligation, or is specifically required to be disclosed by law or legal process. If the Seller is required to disclose confidential information by law or legal process, the Seller must give Firmenich prior written notice as is reasonably practicable and reasonably assist Firmenich in obtaining a protective order or other injunctive relief. In addition, the Seller shall keep its relations with Firmenich confidential, and shall make no use of Firmenich's corporate name or logo on any of Seller's communication material or on any support, including websites, presentations or paper documentation, except to the extent that Firmenich consents in writing prior to such use.

9.INTELLECTUAL PROPERTY. The Seller warrants that the use of the Products and performance of the Services, and rights furnished or licensed hereunder, are free and clear of infringement of any patent, copyright, trademark or other intellectual property rights, and that there are no actual or threatened claims pending that could have a material adverse effect on Seller's ability to perform its obligations hereunder or on Firmenich's enjoyment of the rights granted hereunder. The Seller shall indemnify, defend and hold Firmenich, its affiliates and its customers harmless from any and all claims, expenses, liability and loss of any kind (including but not limited to reasonable attorney's fees) arising out of claims, suits or actions related to such infringement which claims, suits or actions the Seller hereby agrees to defend.

10.REMEDIES. If the Seller fails to perform in accordance with the Order or is in breach thereof (#Breach#), and without prejudice to any other rights or remedies Firmenich may have under the Order or otherwise, Firmenich shall have the right, at its option, to: (i) require the Seller to promptly cure such Breach by delivering conforming Products, or promptly re-performing the Services, at no additional charge or expense to Firmenich; (ii) source the Products and/or Services from a third party supplier, with the Seller to bear the difference between the price paid or payable by Firmenich for the Products

and/or Services and the price paid or payable by Firmenich to that third party supplier; (iii) demand the Seller refund the price paid for the Products and/or Services; or (iv) terminate the Order and/or recover all damages, losses, costs and expenses in connection with the Breach. The Seller agrees to comply with any such option exercised by Firmenich.

11.RIGHT. ASSIGNMENT. The Seller hereby assigns, and shall also provide such documents executed by its respective employees, agents or representatives assigning, to Firmenich and its successors, without further consideration and with full title, guarantee, the entire worldwide right, title and interest to all work product related to the Services (including, without limitation, all intellectual property rights in such work product whether existing now or in the future, whether or not registered and all applications and renewals for the same) and waives or shall procure the waiver to claim any moral rights in relation to such work product.

12.INSURANCE. The Seller shall at its sole expense take out and maintain insurance covering the Products and Services and its performance under the Order in compliance with applicable legal requirements and including but not limited to commercial general liability (including products liability, completed operations and third party liability coverage) at no less than 3 million Swiss francs (or its equivalent) per occurrence and 10 million Swiss francs (or its equivalent) in the aggregate. The insurance shall be in the name of the Seller, contain an additional-insured clause benefiting Firmenich, be with insurers of international repute, and be primary to any insurance of Firmenich. Upon request, the Seller shall deliver a copy of any such insurance to Firmenich.

13.INDEMNITY. The Seller shall indemnify, defend and hold Firmenich and its affiliates harmless from and against all claims, liabilities, damages, losses, judgments, settlements and expenses (including reasonable attorney's fees) arising from or in connection with the Products and/or Services, or the use, incorporation, sale or resale of it, or any act or omission of the Seller or of any of its employees, agents, subcontractors or assignees. If the Services are performed at a Firmenich location, Seller's employees will observe and comply with Firmenich's security procedures, rules, regulations and policies (as updated from time to time) and the Seller will use its best efforts to minimize any disruption to Firmenich's regular business operations at all times. This indemnity shall survive delivery and acceptance of the Products and/or Services and shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability or other tort.

14.ENVIRONMENTAL, HEALTH AND SAFETY LAWS. For all potentially hazardous Products and/or Services, the Seller shall submit information to Firmenich which shall at a minimum provide the information necessary to comply with the environmental, health and safety laws applying in the jurisdiction for which the Products and/or Services are intended.

15.FORCE MAJEURE. A party is not liable for a failure to perform any of its obligations in so far as it proves all of the following: (i) that the failure was due to an impediment beyond its reasonable control; (ii) that it could not reasonably be expected to have foreseen the impediment and its effect upon its ability to perform at the time of the conclusion of the Order; and (iii) that it could not reasonably have avoided or overcome it or at least its effects; provided that the affected party shall promptly notify the other party of any such impediment. An impediment may result from any of the events listed below, this enumeration being exhaustive: war, riots, revolutions, acts of piracy, acts of sabotage, violent storms, cyclones, earthquakes, tidal waves and floods which are not seasonally expected. If the affected party is the Seller and the impediment lasts longer than fifteen (15) calendar days, Firmenich may, without any penalty, liability or further obligation thereof, terminate the Order.

16.TERMINATION. Firmenich may terminate any Order, in whole or in part, at any time and for any reason, by written notice to the Seller. Upon receipt of such notice, the Seller will, unless otherwise directed, (i) immediately discontinue all work and the placing of all orders for materials, facilities and supplies in connection with the performance of the terminated Order; and (ii) will promptly cancel all existing orders; and (iii) terminate all subcontracts in so far as such orders or subcontracts are chargeable to the Order. Firmenich shall have no liability to the Seller beyond payment of any balance owed for Products purchased hereunder and delivered, and/or Services performed and accepted by Firmenich, prior to Seller's receipt of the notice of termination. In particular, Firmenich shall not be liable for any payment to the Seller if termination is due to the Breach of the Seller. Firmenich shall, in the case of any such termination, have no liability to compensate the Seller for any loss of profit, loss of revenue, loss of business, or any indirect, special, punitive or consequential losses or damages whatsoever.

17.EXPORT CONTROL. The Seller shall comply with all applicable export control laws and shall not, directly or indirectly, export, reexport, ship or divert any products, services and technology, including the Products and/or Services, which it knows or reasonably should know will violate any Sanctions as defined in clause 18 below, or otherwise in violation of applicable national legislation. The Seller shall indemnify and hold Firmenich harmless from and against any and all claims, losses, costs and damages arising from the Seller's failure, intentional or unintentional, to comply with this clause 17 and clause 18 below.

18.TRADE COMPLIANCE. The Seller represents, warrants and undertakes that neither the Seller, its affiliates or any of its respective directors, officers, agent, employees or any person or entity acting on behalf of any of them, is, or is directly or indirectly, owned or controlled, by a person or entity that is or will be designated on any economic sanctions or export controls list of any governmental authority, including the Office of Foreign Assets Control of the U.S. Department of the Treasury (#OFAC#) Specially Designated Nationals and Blocked Persons List. The Seller promises that no action of the Seller or any of its affiliates, and its respective directors, officers, agents, employees or any person or entity acting on behalf of any of them, or any other transaction contemplated hereby or the fulfillment of the terms hereof, will result in a violation of any trade sanctions, foreign trade controls, export controls, non-proliferation, anti-terrorism and similar laws administered by OFAC, the U.S. Departments of State or Commerce in the United States, the European Union and its Member States, Switzerland, the United Nations Security Council (#UNSC#), or any other relevant sanctions authority which prohibit the sale, export or diversion of products, services and technology, including the Products and/or Services, to sanctioned countries or nationals of those countries, as well as to persons or entities whose names appear on the List of Specially Designated Nationals and Blocked Persons maintained by OFAC (collectively, #Sanctions#). Neither party shall be obliged to perform any obligation otherwise required by the Order, including without limitation an obligation to (i) perform, deliver, accept, sell, purchase, pay or receive monies to, from, or through a person or entity, or (ii) engage in any other acts if this would be in violation of, inconsistent with, or expose such party, a parent company or affiliate of such party, or any other person related to that party to punitive measure under any Sanctions. If the Seller should learn that any of the representations made in this clause are no longer accurate, or learns of any violation of Sanctions by the Seller that may involve products, services and technology, including the Products and/or Services, the Seller shall inform Firmenich immediately in writing. Furthermore, the Seller shall provide all information, assistance and cooperation requested by Firmenich in connection with Firmenich's compliance efforts, including taking corrective or remedial action recommended by Firmenich and/or by providing certifications of compliance with relevant Sanctions as requested by Firmenich.

19.DATA PRIVACY. If the performance of the Order requires Seller to collect, receive, store, transmit, retransfer, dispose or otherwise use (collectively #process# or #processing#) any information relating to an identified or identifiable natural person (#Personal Data#), Seller undertakes to (i) process the Personal Data solely for the legitimate purposes of performing its obligations under the Order and for no other purpose, and only in accordance with the local law governing such processing, and only on documented instructions from the buyer; (ii) to provide the subject of the Personal Data with the same rights in relation to their Personal Data, including but not limited to rights of access, rectification or erasure available to such individual as they would have in the country in which he or she resides; (iii) ensure that any persons it authorises to have access to the Personal Data will respect and maintain the confidentiality and security of the Personal Data; (iv) provide all necessary information to Firmenich to demonstrate compliance with this clause and allow for and contribute to audits, including inspections, conducted by Firmenich or another auditor mandated by Firmenich; and (v) as soon as possible after delivery of the Goods or termination of Seller's relationship with Firmenich, delete all existing copies of Personal Data or return any Personal Data to Firmenich, at Firmenich's discretion. Seller warrants that it has full legal authority to process the Personal Data as contemplated, it has in place appropriate technical and organisational measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such Personal Data, and it has adequate security programs and procedures to ensure that unauthorised persons will not have access to the Personal Data. Seller shall be responsible for, and remain fully liable to, Firmenich for the actions and omissions of Seller, all its affiliates and its respective employees, representatives and subcontractors concerning the treatment of Personal Data as if it were Seller's own actions and omissions.

20. CODE OF CONDUCT, SOCIAL ACCOUNTABILITY STANDARD AND GLOBAL ANTI-CORRUPTION POLICY.

The Seller represents and warrants that it complies and shall comply in full at all times with Firmenich's Code of Ethics and Business Conduct (#Code of Conduct#), Social Accountability Standard (#Standard#) and Global Anti-Corruption Policy (#GACP#), which may be amended from time to time. The Code of Conduct, the Standard and the GACP are available at http://www.firmenich.com/en_INT/sustainability/going-beyond-compliance.html and incorporated by reference in its entirety into the Order. The Seller acknowledges that it has read and understood the Code of Conduct, the Standard and the GACP. The Seller acknowledges that Firmenich may request the Seller to participate in questionnaires or routine audits to demonstrate the Seller's compliance with its obligations under this clause, and the Seller agrees to provide its support, cooperation and answer truthfully to any questions raised in connection thereto. Failure to do so shall be deemed a Breach.

21. GOVERNING LAW AND JURISDICTION. The Order and any sale made hereunder shall be governed by the laws of the place of business of the Seller as specified on the Order, or where Firmenich elects to refer the dispute to arbitration in accordance with this clause, then by the laws of the seat of the arbitration, excluding in each case the United Nations Convention on Contracts for the International Sale of Goods or any successor to it. Firmenich and the Seller shall attempt to amicably resolve any dispute arising out of or in connection with these Terms and the Order, including any question regarding their existence, application, validity or termination. Should they fail to do so within sixty (60) days from the date of the first written notice of any such dispute, then any such dispute shall be (1) submitted to the exclusive jurisdiction of the courts of the place of business of the Seller as specified on the Order, or (2) in Firmenich's sole discretion and provided Firmenich sends a notice to this effect within ninety (90) days of the date of the first written notice of any such dispute, resolved by way of arbitration in the following manner: (a) if Firmenich is incorporated within the Asia-Pacific region, referred to and finally resolved by arbitration in Singapore administered by the Singapore International Arbitration Centre (#SIAC#) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (#SIAC Rules#) for the time being in force, which rules are deemed to be incorporated by reference in this clause; (b) if Firmenich is incorporated within North America or South America, referred to and finally resolved by arbitration in New York, USA, administered by the American Arbitration Association in accordance with its International Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause; (c) if Firmenich is incorporated within Europe or within any other place not referred to in (a) or (b) above, referred to and finally resolved by arbitration in Geneva, Switzerland in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. Any such arbitration shall be adjudicated by a sole arbitrator and the language of the arbitration shall be English. Notwithstanding any other term of these Terms or the Order, Firmenich may commence court proceedings relating to any dispute arising from these Terms or the Order at any time where Firmenich seeks urgent interlocutory relief.

22. MISCELLANEOUS.

(1) The Seller shall not assign, transfer or otherwise dispose of the Order, or any rights or obligations under it, to any third party without the prior written consent of Firmenich. Firmenich may, without the Seller's consent, transfer or assign the Order to any affiliate of Firmenich. All rights and obligations shall inure to the benefit of and be binding on any permitted assignee or successor of each party.

(2) Failure of Firmenich to insist upon performance of any provisions of the Order or to exercise any rights hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right.

(3) If any enforceable term, provision, undertaking or restriction contained in the Order are held by a court of competent jurisdiction to be invalid, void or unenforceable (in whole or in part), the remainder of the terms, provisions, undertakings and restrictions contained herein will remain in full force and effect and will in no way be affected, impaired or invalidated.

(4) Notwithstanding any other provision of the Order, the parties agree that those obligations which by their nature are intended to survive expiration or termination, will survive.

(5) Any notice or request required or permitted to be given in connection with the Order shall be transmitted or sent by courier, mail or telefax to the intended recipient at its address set forth in the Order or to any other business address furnished in writing by the intended recipient to the sender. The date of notice shall be deemed to be the date on which such notice has been received by the recipient.

05/2018