

**To,**
**Connectivity IT Solutions Pvt. Ltd**

 Eco Star, 309,  
 Vishweshwar Raod,  
 Near udiyi vihar hotel  
 Goregaon ( East)

**From,**
**AMBIT PRIVATE LIMITED**
**Registered Address-**

 Ambit House, 449  
 Senapati Bapat Marg,  
 Lower Parel, Mumbai-400013

## PURCHASE ORDER

PO Number: APL/PO/FY24-25/429	Date: 20 Sep 2024
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We are pleased to place an order for following, subject to terms and conditions mentioned below.

SN	Desc. of Goods/Services	Additional description	Currency	UOM	Qty	Rate	Amount
1	Cisco switch (9300)	Cisco switch (9300) Model No:C9300-48T-A (2qty) With 3 year Support charges	INR	AMOUNT	1	819,333.90	819,333.90
							Total: 819,333.90

### **TERMS & CONDITIONS**

- 1) Taxes : Will be paid as applicable
- 2) Payment (Days) : 0
- 3) Billing Address: Mumbai
- 4) Shipping Address: Mumbai
- 5) GSTN No: 27AAACA8834B2ZX
- 6) Delivery Terms: 45 Days
- 7) Installation: Note: The PO No.ACPL/PO/FY24-25/167 was previously processed; we have canceled the prior PO(ACPL/PO/FY24-25/167)&processing two separate POs for Ambit private Limited & Ambit Capital private Limited
- 8) For standard terms and conditions, please refer below.
- 9) For additional terms and conditions/agreement/addendum to this PO, please refer attachments to PO in Ambits' Accounts Payable system.

## **Standard Terms & Conditions:**

1. This Purchase Order ("PO") is applicable for Ambit group as a whole including all its group companies, holding companies and subsidiaries in India and abroad.
2. The PO number must be provided as a reference on all shipping documents, invoices, delivery challans and other correspondence/communication in connection with this PO/order. Invoice must be submitted along with material or services supplied.
3. Invoices should be raised in the name of AMBIT PRIVATE LIMITED ("The Company") in complete conformity with and mentioning each line item of the PO separately. Vendor should ensure that they submit PAN and GST No. to the company while submitting Invoice.
4. Any payments including advance payments shall be released only against valid Tax Invoice.
5. Vendor shall be solely responsible for all statutory payments including taxes and will remit all applicable taxes to the applicable government authority as required by applicable laws.
6. The Company may cancel/amend this PO without assigning any reason upon receipt of such notice, the Vendor must immediately cease work.
7. Liquidated damages if agreed will be set off against amount payable.
8. Values include all taxes, duties & levies for delivery at the shipping address mentioned above.
9. Vendor shall notify the Company in writing immediately of any actual or potential delay in delivery of material and installation services. The material acceptance and payment shall be at Company discretion
10. Part shipment will not be accepted unless mentioned by Company in writing else payment will be done once all the goods mentioned in PO have been delivered. Any unauthorized shipment which shall result in excess transportation charges must be fully prepaid by Vendor.
11. Notwithstanding any other provision of this PO or any related agreement, the Company may withhold from all amounts payable to Vendor all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.
12. No extra charges of any kind including interest service or carrying charges will be allowed unless specifically agreed to by Company in writing.
13. Vendor agrees to deliver all material to the location specified in this PO at Vendor's own risk. Vendor shall solely bear all risk related to loss destruction or damage until the material is accepted by Company.
14. Penalty will be levied in case of any delay or non-delivery of goods and services.
15. Vendor may not assign or subcontract or delegate this PO or any rights, in whole or in part, without the Company's prior written consent. The Vendor's permitted assignment or subcontracting of this PO or any part thereof will not release the Vendor of its obligations under this PO, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts of omissions of any subcontractors of Vendor will be deemed to be the acts and omissions of the Vendor.
16. The Vendor undertakes that all products/ goods/ services delivered shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. The Company shall have the right to inspect and test the goods or services ordered at any time. Defective goods or services not in compliance with the Company specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Without limiting any rights it may have, the Company at its sole option may require Vendor, at Vendor's expense to: (i) promptly repair or replace any or all rejected goods and/or services or (ii) refund the fees paid for any or all rejected goods and/or services. All such rejected goods will be held for Vendor's prompt instruction and at Vendor's risk. Rejected goods will be transported for return to Vendor or destroyed at Vendor's cost. Nothing contained herein shall relieve in any way Vendor from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims the company may have against Vendor or any other party.
17. The Vendor shall safeguard and keep confidential any and all information relating to the Company obtained by it or provided to it by the Company in connection with this PO, and shall use such information only for the purposes of carrying out its obligations under this PO.
18. Online acceptance on the Vendor portal of Ambit by Vendor will be assumed to be the acceptance of terms and

conditions of this PO.

19. The PO and the terms herein are issued under and is subject to laws of India. The Courts in Mumbai shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the PO and terms herein.
20. The Company, by written notice, may terminate an PO for default in whole or in part, if the Vendor: (i) fails to comply with any of the terms of the PO; (ii) fails to make progress so as to endanger performance of the PO; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; (v) becomes insolvent or suffers a material adverse; or (vi) there is a material change in its financial condition.
21. The Vendor shall indemnify, hold harmless, and defend the Company, its Affiliates and their respective officers, directors, agents, representatives, employees, subcontractors, customers, users of Vendor's products and services from any and all claims, liabilities, damages and expenses (including attorneys' fees) arising from or related to (i) the negligence (including strict liability), gross negligence or willful misconduct of Vendor, its affiliates and their respective employees, contractors, subcontractors, vendors and agents (the "Seller Parties"), (ii) contamination of or adverse effect on the environment, (iii) violation of any laws or regulations or (iv) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity 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. This indemnity shall survive delivery and acceptance of products/ goods or services. In any interparty dispute, the prevailing party shall be entitled to reasonable legal costs and expenses, including attorneys' fees.
22. In no event shall the Company be liable to Vendor, or to Vendor's officers, employees or representatives, or to any third party, for any direct or indirect, consequential, incidental, special, punitive or exemplary damages of whatsoever nature(including, but not limited to, lost business, lost profits, damage to goodwill or reputation and/or degradation in value of brands, trademarks or trade names, service names or service marks, or injury to persons)whether arising out of breach of contract, warranty, tort(including negligence, failure to warn or strict liability),contribution, indemnity, subrogation or otherwise.
23. Except as may be required by law or governmental rules the Vendor shall not, without the prior written consent of Company, which may be granted or withheld at Company's sole discretion use Company's name, brand, trademarks or any descriptions of Company in any advertising or promotional material, publicity releases or for any other commercial purpose.
24. If a force majeure event, i.e., war, riot, insurrection, strike, vandalism, fire, flood, earthquake, accident, storm, epidemic, pandemic, act of God or government, or any other cause beyond such Party's reasonable control (for purposes of this section, a "force majeure event") continues for longer than thirty (30) calendar days, the Company, at its sole option, may terminate an PO in whole or in part without any obligation or liability except for the obligation to make payments for amounts owed prior to the occurrence of the force majeure event.
25. No person or entity which is not a party to the PO shall be deemed to be a third party beneficiary hereof, and no such person shall have any equitable or other rights by virtue of this contract.

This is a computer-generated document. No signature is required.

**To,**

**Connectivity IT Solutions Pvt. Ltd**

Eco Star, 309,  
 Vishweshwar Raod,  
 Near udiyi vihar hotel  
 Goregaon ( East)

**From,**

**AMBIT CAPITAL PRIVATE  
 LIMITED**

**Registered Address-**

Ambit House, 449  
 Senapati Bapat Marg,  
 Lower Parel, Mumbai-400013

## PURCHASE ORDER

PO Number: ACPL/PO/FY24-25/184	Date: 20 Sep 2024
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We are pleased to place an order for following, subject to terms and conditions mentioned below.

SN	Desc. of Goods/Services	Additional description	Currency	UOM	Qty	Rate	Amount
1	Cisco switch (9300)	Cisco switch (9300) Model No: C9300-24T-A(2qty) & C9300-24UX-A (2Qty) With 3 year Support charges	INR	AMOUNT	1	1,597,981.06	1,597,981.06

Total:	1,597,981.06
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### **TERMS & CONDITIONS**

- 1) Taxes : Will be paid as applicable
- 2) Payment (Days) : 0
- 3) Billing Address: Mumbai
- 4) Shipping Address: Mumbai
- 5) GSTN No: 27AABCP6621N1Z4
- 6) Delivery Terms: 45 Days
- 7) Installation: Note: The PO No. ACPL/PO/FY24-25/167 was previously processed; we have canceled the prior PO (ACPL/PO/FY24-25/167) & processing two separate POs for Ambit private Limited & Ambit Capital private Limited
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6. The Company may cancel/amend this PO without assigning any reason upon receipt of such notice, the Vendor must immediately cease work.
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16. The Vendor undertakes that all products/ goods/ services delivered shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. The Company shall have the right to inspect and test the goods or services ordered at any time. Defective goods or services not in compliance with the Company specifications or standards may at any time be rejected even though such goods or services may have previously been inspected and accepted. Without limiting any rights it may have, the Company at its sole option may require Vendor, at Vendor's expense to: (i) promptly repair or replace any or all rejected goods and/or services or (ii) refund the fees paid for any or all rejected goods and/or services. All such rejected goods will be held for Vendor's prompt instruction and at Vendor's risk. Rejected goods will be transported for return to Vendor or destroyed at Vendor's cost. Nothing contained herein shall relieve in any way Vendor from the obligation of testing, inspection, and quality control. Payment for goods or services prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims the company may have against Vendor or any other party.
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21. The Vendor shall indemnify, hold harmless, and defend the Company, its Affiliates and their respective officers, directors, agents, representatives, employees, subcontractors, customers, users of Vendor's products and services from any and all claims, liabilities, damages and expenses (including attorneys' fees) arising from or related to (i) the negligence (including strict liability), gross negligence or willful misconduct of Vendor, its affiliates and their respective employees, contractors, subcontractors, vendors and agents (the "Seller Parties"), (ii) contamination of or adverse effect on the environment, (iii) violation of any laws or regulations or (iv) alleged infringement of any patent, copyright or trademark or violation of any other intellectual property right of a third party. This indemnity 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. This indemnity shall survive delivery and acceptance of products/ goods or services. In any interparty dispute, the prevailing party shall be entitled to reasonable legal costs and expenses, including attorneys' fees.
22. In no event shall the Company be liable to Vendor, or to Vendor's officers, employees or representatives, or to any third party, for any direct or indirect, consequential, incidental, special, punitive or exemplary damages of whatsoever nature(including, but not limited to, lost business, lost profits, damage to goodwill or reputation and/or degradation in value of brands, trademarks or trade names, service names or service marks, or injury to persons)whether arising out of breach of contract, warranty, tort(including negligence, failure to warn or strict liability),contribution, indemnity, subrogation or otherwise.
23. Except as may be required by law or governmental rules the Vendor shall not, without the prior written consent of Company, which may be granted or withheld at Company's sole discretion use Company's name, brand, trademarks or any descriptions of Company in any advertising or promotional material, publicity releases or for any other commercial purpose.
24. If a force majeure event, i.e., war, riot, insurrection, strike, vandalism, fire, flood, earthquake, accident, storm, epidemic, pandemic, act of God or government, or any other cause beyond such Party's reasonable control (for purposes of this section, a "force majeure event") continues for longer than thirty (30) calendar days, the Company, at its sole option, may terminate an PO in whole or in part without any obligation or liability except for the obligation to make payments for amounts owed prior to the occurrence of the force majeure event.
25. No person or entity which is not a party to the PO shall be deemed to be a third party beneficiary hereof, and no such person shall have any equitable or other rights by virtue of this contract.

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