



**CONNECTIVITY IT SOLUTIONS PTE LTD**  
No.3, Shenton Way  
#13-06, Shenton House  
068805 Singapore  
Singapore

BT Singapore Pte. Ltd.  
8 Changi Business Park Avenue 1  
#08-51 UE BizHub East  
Singapore 486018

Ref: 195100025E

**Supplier No :** 7245307  
**Contact Name :** Sowmya R  
**Telephone Number :** +65 065898318  
**Fax :**  
**PO Email :** deepthi@connectivitysolutions.in

**Requester Detail:**  
Contact Name : Mukherjee, Ashish  
Telephone Number :  
Email: ashish.mukherjee@bt.com

**Purchase Order -**  
**62910012261**  
**Revision**  
**0**

**Date of Order :** 06-APR-2018  
**Date Of Revision:**

**Payment Terms :** 45 NET  
**Freight Terms :**

The Purchase Order number above must appear on all related packages and documents. The Purchase Order shall be deemed as accepted by the Supplier unless advised in writing no later than seven (7) calendar days from the Purchase Order date. The attached terms and conditions, mentioning the number of this Purchase Order, shall supercede any condition issued by the Supplier and exclusively govern the relations between the parties for the performance of the Purchase Order.

*If a Contract Purchasing Agreement (CPA) is in place for any lines on this Purchase Order, the contract terms & conditions supersede the terms and conditions of this agreement. If a CPA is not in place then attached standard terms and conditions apply.*

**Deliver To:**  
Delivery detail specified per line

**Send Invoice (for scanning and invoice entry) To:**  
Email: apac.ap.inv.scan@bt.com or post to  
BT AP, 8 Changi Business Park Avenue 1  
(South), #08-51 UE BizHub East  
Singapore 486018

**On Behalf of**  
BT Singapore Pte. Ltd.  
For Invoice inquiries please contact  
singapore.ap@bt.com

If Emailing your invoice please  
1. make sure you send a pdf/tiff file only.  
2. use at least a 400 DPI resolution.  
3. send one invoice into one pdf/tiff  
4. never compress it.  
5. maximum size of pdfs/tiffs can be 12 MB/e-mail.

Pos	Item Number/Description	Need By Date	Quantity	UOM	Unit Price (SGD)	Line Value (SGD)
1	DSM-24EDSM-24E/NR-DEP-DSM-24/ NR-Modem Dual GigE Secure Serial Console Server with internal modem, 24-ports RJ45, SSHv2, Telnet, RS-232. 100~240Vac	29-MAR-2018	1	EA	3511	3,511.00
	Supplier Contact Name:= Email Address:= Telephone Number:= ACF Reference := Quotation Reference=CS-SQ-BLR-2017-18-0106-1 Quotation Date (DD-MMM-YY)=					
	Deliver To:  Expedia shanton road Singapore					
2	DEC-13-14-6FIEC320 -C13 to C14, output Power Cable, 6 feet	29-MAR-2018	2	EA	30	60.00
	Supplier Contact Name:= Email Address:= Telephone Number:= ACF Reference := Quotation Reference=CS-SQ-BLR-2017-18-0106-1 Quotation Date (DD-MMM-YY)=					
	Deliver To:  Expedia shanton road Singapore					
3	RJ4J-ROLL RJ to RJ ROLL Adaptor	29-MAR-2018	24	EA	27	648.00
	Supplier Contact Name:= Email Address:= Telephone Number:= ACF Reference := Quotation Reference=CS-SQ-BLR-2017-18-0106-1 Quotation Date (DD-MMM-YY)=					
	Deliver To:  Expedia shanton road Singapore					

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Pos	Item Number/Description	Need By Date	Quantity	UOM	Unit Price (SGD)	Line Value (SGD)
4	DEC-13-14-3FIEC320 -C13 to C14, output Power Cable, 3 feet	29-MAR-2018	4	EA	25	100.00
Supplier Contact Name:= Email Address:= Telephone Number:= ACF Reference := Quotation Reference=CS-SQ-BLR-2017-18-0106-1 Quotation Date (DD-MMM-YY)=						
Deliver To:  Expedia shanton road Singapore						
<b>Total Exclusive of Taxes (SGD) 4,319.00</b>						
This Purchase Order has been generated by an IT System Application and was sent automatically via eMail or Fax. Therefore it is valid without containing a handwritten signature. The only exception to the above must be in writing and signed by both parties. Any further modification to these terms and conditions shall only be valid if made in writing and signed by both parties. In case of conflict between translated versions of the terms and conditions, the English version, shall prevail.						

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## 1 Conditions of Purchase

### 1. Definitions

In these Conditions:

"BT" means BT Singapore Pte. Ltd.

"Client" means a person or entity that uses, solely for its internal business purposes and not for resale, a Product sold, licensed, or distributed pursuant to this Contract.

"Contract" means in order of precedence these Conditions of Purchase and the Order Form. "Documentation" means the technical publications relating to the software, such as reference, user, installation, systems administrator and technical guidelines, included with the Product.

"Hardware" means the computer hardware components of a SUPPLIER Performance Server system, as delivered by SUPPLIER, including but not limited to host computer(s), memory, hard disk drives, network devices, and other components, as well as replacement and spare parts.

"SUPPLIER" means the entity to whom the Order Form is addressed.

"Party" means either BT or SUPPLIER and "Parties" means both BT and SUPPLIER.

"Product(s)" means (a) Hardware, (b) the object code of the Software and (c) all accompanying Documentation delivered to BT, including all items delivered by SUPPLIER to BT as set out in the Order Form.

"Order Form" means the attached order form that specifies BT's order for Products, and/or Services.

"Services" mean services offered by SUPPLIER or its authorized service providers in connection with Products, including but not limited to maintenance and support services.

"Software" means any computer software or firmware (i) installed on or embedded in Hardware, or (ii) otherwise provided by SUPPLIER for use with Products, including but not limited to any applicable updates, patches, or new releases that SUPPLIER or its licensors may provide from time to time.

### 2. Delivery

#### 2.1. SUPPLIER hereby appoints BT:

(a) as a non-exclusive reseller of the Hardware and Services directly to Clients in the Territory; and

(b) a non-exclusive marketer of the Software and Documentation only in conjunction with Hardware in the Territory.

2.2. Unless otherwise specified by BT in writing, SUPPLIER must supply the Services and deliver the Products, in accordance with the timeframes set out in the Order Form, if no time is specified then such supply and delivery shall be as agreed between the Parties. SUPPLIER must deliver the Products and Services during working hours (09:30 to 17:00) hours of working days (Monday to Friday). Level 1 Support shall be provided by SUPPLIER 24 by 7.

2.3. SUPPLIER shall also provide BT with training relating to the Products as set out in the Order Form, where both Parties shall mutually agree in advance on the venues, dates, timings, frequencies and durations of such training sessions.

2.4. If the Products are not available for delivery (whether electronic or otherwise) or the Services cannot be provided at the due time, SUPPLIER shall (without prejudice to BT's rights under the Contract) immediately inform BT by telephone, facsimile or e-mail and confirm such communication in writing. BT shall be permitted to charge SUPPLIER liquidated damages for each day or part day of such delay, which shall be equivalent to 1% of the value of the relevant delayed Products and Services subject to a maximum of 10% of the price paid for Products or Services.

### 3. Quality of Products and Services

#### 3.1. SUPPLIER warrants to BT that:

(a) the Products shall perform in substantial accordance with their Documentation and the Services shall be supplied using reasonable skill and care and in accordance with best industry practice;

(b) the Products and Services shall comply with all specifications of BT set out in the Order Form; and

(c) all Products shall be free from all forms of:

(i) "electronic possession", "logic bombs", "trophies", "viruses" and "worms" that could have been detected by using the latest (at the date of despatch) commercially available virus detection software; and

(ii) "spyware", "malware" and "adware" (which expressions shall have meanings as they are generally understood within the industry).

3.2. If any part of the Products or Services, are not in accordance with Clause 3.1 above, SUPPLIER shall promptly remedy such defects and non-compliance. If SUPPLIER cannot remedy such defective Products, it shall replace it, and if this is not possible, then it will refund the amount paid by BT for that Product.

3.3. BT or its duly authorised representative shall be permitted to have reasonable access to SUPPLIER's works and full co-operation to assess standards during Product manufacture.

### 4. Price

4.1. The price(s) payable by BT for Products and Services, unless otherwise expressly stated in the Order Form, shall be inclusive, of all packing, delivery to BT's premises, off-loading, licence fees, installation, testing and commissioning charges and all other charges associated with the Products and Services, but shall exclude GST/VAT.

### 5. Invoice payment

5.1. SUPPLIER shall, following supply of all the Products or Services, submit an invoice to BT for the price of the Products and Services supplied in accordance with the Order Form, the Order Form number and any other particulars prescribed in the Order Form and shall send such invoice to the address specified in the Order Form. Payment of a correct invoice submitted in accordance with Clause 5.1 herein shall be made by BT in an average of sixty (60) calendar days from the date of the invoice.

5.2. BT reserves the right to refuse payment of any invoice which is not submitted in accordance with Clause 5.1. In such a situation, SUPPLIER shall correct the invoice and submit to BT within fifteen (15) days of notification of error by BT.

5.3. If withholding of any tax is required by law in respect of any payment by BT to SUPPLIER under this Contract, BT may withhold the required amount from such payment and pay such amount to the relevant tax authority in accordance with applicable law.

### 6. Confidentiality

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6.1. Each Party shall keep confidential all information belonging to, or held by the other Party which may come into the other Party's possession in connection with the Order ("Confidential Information") and each Party shall not without the prior written consent of the other Party divulge the existence of the Order Form or disclose any of the Confidential Information to a third party or use the Confidential Information for any purpose, other than is necessary for performance of its obligations under the terms and conditions of the Contract.

6.2. Clause 6.1 above shall not apply to: (a) information which is in the public domain/published otherwise than through a breach of Clause 6.1 above; (b) information lawfully known to the receiving party prior to disclosure hereunder and not the subject of any other obligation of confidentiality; (c) information obtained from a third party who is free to disclose the same; and (d) information required to be disclosed by applicable law or in relation to any regulatory permission, governmental body or regulatory body, provided that the disclosing party uses all reasonable endeavours to ensure that the receiving party maintains the information in strictest confidence and does not use it except for the purposes for which the disclosure is made.

6.3. SUPPLIER shall ensure that any subcontractor used in relation to this Contract is bound by confidentiality provisions on similar terms to the provisions of Clause 6 herein in relation to information belonging to BT.

### 7. License

7.1. SUPPLIER grants BT a non-exclusive, perpetual, transferable, irrevocable license, to distribute Software and Documentation, as installed on or provided with Hardware, directly to Clients in accordance with this Contract.

### 8. Intellectual property

8.1. Except as set out in Clause 7.1 above, neither SUPPLIER nor BT acquires any rights to the other's patents, copyrights or other intellectual property under this Contract;

8.2. Without prejudice to any other rights or remedies available to BT, SUPPLIER warrants to BT that neither the Services nor any of the Products infringe any third party rights (including without limitation any intellectual property rights) and undertakes to indemnify BT against any losses, liabilities, proceedings, damages and costs (including attorney fees) BT suffers in respect of any such claim of infringement or alleged infringement. In addition to the above obligation to indemnify and in addition to any right or remedy available to BT under applicable law, if such a claim is made or appears likely to be made, BT shall request SUPPLIER at SUPPLIER's sole cost and expense, to (a) enable BT to continue to market or use the Product; (b) modify it provided that the agreed requirements and specifications of the Product are not impaired; or (c) replace it with one that is at least functionally equivalent. If none of these alternatives is reasonably available, then BT shall return the infringing Product to Supplier and discontinue its use, and BT will be refunded the price BT has paid for the infringing Product.

### 9. Indemnification

9.1. SUPPLIER agrees to indemnify BT in relation to all liabilities, damages, losses, claims, suits or judgments, and expenses (including reasonable legal fees) that BT may incur for injury to or death of persons and damage to BT's property, equipment or facilities or the property of any other person or Client in any manner arising out of SUPPLIER's negligent acts or omissions.

### 10. Liability

10.1. BT's aggregate liability to SUPPLIER in contract, tort (including negligence or breach of statutory duty), under any indemnity, or otherwise arising by reason of or in connection with this Contract shall be limited to the total net payments paid or payable to SUPPLIER by BT for the Products and Services.

10.2. In no circumstances shall BT be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, data or destruction of data, revenue, expenditure of time by managers and employees, opportunity, business interruption, business, goodwill (including pecuniary losses arising from loss of goodwill), contracts, wasted expenditure or loss of anticipated deposits or savings, or for any indirect or consequential loss or damage whatsoever.

10.3. Nothing in this Contract excludes or limits the liability of either party in respect of death or personal injury caused by its negligence, and liability which may not otherwise be limited or excluded under applicable law.

### 11. Termination

11.1. Without prejudice to any other remedies that it may have, BT shall have the right to terminate the order forthwith, on written notice and to claim from SUPPLIER the cost of obtaining replacement products and services if:

(a) SUPPLIER commits a breach of any of the terms of the Contract and fails to remedy the breach within fifteen (15) days of receipt of a written notice by BT to make such remedies;

(b) SUPPLIER becomes insolvent or ceases to trade, or compounds with its creditors or, commits an act of bankruptcy, or a bankruptcy petition or bankruptcy order is presented or made in relation to SUPPLIER, or SUPPLIER has a receiver or receiver, and manager appointed, or a petition for a management order is presented or such an order is made in relation to SUPPLIER, or a resolution or petition to wind up SUPPLIER is passed or presented (otherwise than for reconstruction or amalgamation); or

(c) SUPPLIER's ownership or control is materially changed to (in BT's reasonable opinion) BT's detriment.

### 12. Dispute Resolution and Governing Law

12.1. The Parties shall endeavour to amicably resolve any dispute arising out of or in connection with the Contract within (30) thirty days following the day of written notification of the dispute by either Party. Failing such amicable settlement, any controversy, claim or dispute arising under or relating to the Contract shall be submitted to the exclusive jurisdiction of the courts of Singapore for final judgment.

12.2. The Contract and any claims or disputes arising out of, relating to or in connection with it shall be governed by and construed in accordance with the laws of Singapore.

### 13. General

13.1. The terms of the Contract apply to the maximum extent permitted by law, and represent the entire agreement between the Parties, to the exclusion of all other representations and warranties (whether written or oral).

13.2. No variation to the Contract shall have effect unless agreed in writing by duly authorised representatives of BT and SUPPLIER.

13.3. The headings in these Conditions of Purchase are for ease of reference only.

13.4. Except in cases consented to in writing by BT separately, SUPPLIER shall not assign or subcontract the whole or any part of the Contract nor transfer to a third party nor provide as security, the right to claim compensation from BT.

13.5. No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be.

13.6. If any provision of this Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or, at the agreement of both Parties, sever that provision from this Contract and the remaining provisions of this Contract shall remain in full force and effect.

13.7. A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act (CAP 53B) to enforce any of the terms and conditions of this Contract.

13.8. SUPPLIER shall ensure that it, its personnel and, where applicable, the Products and Services, shall:

- (a) comply with all relevant laws and regulations from time to time;
- (b) comply with any site regulations that may be notified to SUPPLIER;
- (c) comply with the latest applicable issue of 'Working with BT (Distribution Guidelines)' at <http://www.selling2bt.bt.com/working/distribution/default.asp>;
- (d) comply with 'BT's business principles', as set out in Company's publication 'The Way We Work – a statement of business practice' at <http://www.btplc.com/TheWayWeWork>, as though such principles (mutatis mutandis) applied to and had been adopted by SUPPLIER;
- (e) cause no adverse publicity, public criticism or damage to the reputation of BT, any BT group company and/or its customers and also not cause any material disruption to the business of BT, any BT group company and/or its customers; (f) comply with all applicable anti-corruption and anti-bribery laws and BT's Anti-Corruption and Bribery Policies at <http://www.selling2bt.bt.com/AntiCorruptionandBribery/index.htm> as though such policies applied to and had been adopted by SUPPLIER, and promptly provide to SUPPLIER on request from time to time all information SUPPLIER may reasonably require in respect of such compliance; and
- (f) to the maximum extent permitted by any applicable law, SUPPLIER shall comply with, and undertake checks at the appropriate level of all of its personnel directly engaged in the performance of the Contract as prescribed by, BT's 'Third Party Pre-Employment Checks Policy' at: <http://www.selling2bt.bt.com/working/3rdpartyCheckPolicy/default.htm> Any breach of this obligation by SUPPLIER shall be deemed to be a material breach of the Contract and SUPPLIER shall indemnify BT from and against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by BT which arise as a result of such breach.

13.9. This Contract may be signed in counterparts, each of which taken together shall constitute the same agreement.

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