

CONNECTIVITY IT SOLUTIONS PRIVATE LIMITED
#1877, 31st cross, 10th main,,KARNATAKA
560070 BANGALORE

(Hereinafter referred to as "Vendor")

PURCHASE ORDER

PO NO 6100208287
PO Date 14-Jun-18
Version #/ Date 00000001 / 14.06.2018
PO Currency INR
Purch.Org DOMC
PO Validity 13-Jun-18 to 10-Dec-18

Bill to Address

Company
QDigi Services Limited.
C/O Wheel India SCM Solutions P.LTD
A4, Sector 5
201301 NOIDA,UTTAR PRADESH
INDIA

GSTIN: 09AACCH9538H1Z8
PAN : AACCH9538H
CST:
TIN/TRN :
ECC :

(Hereinafter referred to as "QDigi")

Ship to Address

Company
QDigi Services Limited.
C/O Wheel India SCM Solutions P.LTD
A4, Sector 5
201301 NOIDA,UTTAR PRADESH
INDIA

GSTIN: 09AACCH9538H1Z8
PAN : AACCH9538H
CST :
TIN/TRN :

(Hereinafter referred to as "QDigi")

Vendor Details

Vendor Code: 111692
GST_STATUS Registered
GSTIN 29AAGCC1283L1ZC
TIN/VAT/TRN:
PAN : AAGCC1283L
LST/CST: /
ECC :

Your Contact

Tele: 9844912700
Fax:

Our Contact

Khushal Singh
Tele: 9650775552
Fax:
khushal.bhandari@hcl.com

Dear Sir/Madam,

Please supply the following material/service as per spec mentioned below

Item	Item Code	Description	Qty	Unit	Unit Price	Total Price
10	MR33-HW	Meraki MR33 Cloud Managed AP [HSN: 85177010] Integrated GST 18.00% (Recoverable) Warranty Terms : 1 Year from iv date Delivery Date : 28.06.2018 Mode of Shipment: Road	1	EA	26,000.00	26,000.00
20	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR [HSN: 85177010] Integrated GST 18.00% (Recoverable) Warranty Terms : 3 Year from iv date Delivery Date : 28.06.2018 Mode of Shipment: Road	1	EA	10,500.00	10,500.00
30	READYNAS-626X	ReadyNAS 626x is right model (Use 4Tb x [HSN: 84717010] Integrated GST 18.00% (Recoverable) Warranty Terms : 1 Year from iv date Delivery Date : 28.06.2018 Mode of Shipment: Road	1	EA	125,000.00	125,000.00
40	MG03ACA400	TOSHIBA 4TB HDD [HSN: 84717010] Integrated GST 18.00% (Recoverable) Warranty Terms : 1 Year from iv date Delivery Date : 28.06.2018 Mode of Shipment: Road	2	EA	9,000.00	18,000.00
50	NPC06UZDB-BL002M	CAT 6,2meters UTP Patch Cords(Mission Cr [HSN: 85442090]	60	EA	195.00	11,700.00

QDigi Services Limited

Online Approved By : Ramnath Mallick Date / Time : 14.06.2018/10:36:59

Authorized Signatory

Registered Office Address: 806, Siddharth, 96, Nehru Place New Delhi - 110019

		QDigi Services Limited (formerly HCL Computing Products Ltd)				
					PO NO : 6100208287 Date : 14-Jun-18 Ver/Dt : 00000001 / 14.06.2018	
Item	Item Code	Description	Qty	Unit	Unit Price	Total Price
<div style="display: flex; justify-content: space-between;"> <div> Integrated GST 18.00% (Recoverable) Warranty Terms : 1 Year from iv date Delivery Date : 28.06.2018 Mode of Shipment: Road </div> <div> Integrated GST 34,416.00 Net Value : 225,616.00 </div> </div>						
Total PO Value (in words): Two Lakh Twenty Five Thousand Six Hundred Sixteen Rupees Only						
Other Details:						
Payment Terms : Due in 45 days from Invoice date Inco Terms: CIF AS PER PO TERMS GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDER TO INDIA-BASED SUPPLIERS AND VENDORS 1. GST Related Instructions: All vendors situated in India are required to follow instruction given below - a. Please contact the concerned person mentioned on Page -1 to get the GSTIN of various states of QDigi Services Limited. b. The Supplier shall pay in a timely manner applicable Goods and Services Tax, value added tax or similar transaction taxes, duties or cess due on account of purchases under the Agreement or on account of the execution of the Agreement. The Supplier is responsible for all value added and transaction tax liabilities, and also interests and penalties on such taxes, in respect to non-compliance as assessed by a taxing authority. c. The supplier shall ensure compliance with anti-profiteering clause under GST. In case due to change in applicable law (eg. GST), the Supplier derives benefits due to decrease in taxes or increase credits of taxes paid in the supply chain, covered by this agreement between the parties, the benefits of such lower taxes will be passed on to QDigi and the prices will automatically reduce to the extent, the tax reduction from the date of such change. Further, in case any input tax credit, refund or other benefits is denied or delayed to QDigi due to non-compliance by the Supplier (such as failure to upload the details of the sale on GSTN portal) or due to non-furnishing of correct or complete documents by the Supplier, the Supplier shall reimburse to QDigi, the loss incurred including but not limited to tax loss, interest and penalty. On such cases of non-compliance by the Supplier, QDigi shall have the right to hold the payment until the issue is completely resolved and reported to QDigi with documentary evidence. Any tax exposure due to wrong tax classification or omission or errors by the Supplier in charging applicable taxes would be borne by the Supplier. d. In case Supplier undergoes a change in status of its registration or compliance rating under GST Rules, Supplier must promptly notify QDigi within a week of such change, failing which QDigi shall be entitled to set off its losses arising out of any non-compliance attributed to GST registration status of Supplier in QDigi systems against amount payable to Supplier. e. The Supplier shall provide to QDigi the correct GST identification number ("GSTIN") of the Supplier and QDigi shall not be responsible for verification of the same. In the event, the Supplier fails to furnish the GSTIN to QDigi, The Supplier shall be treated as unregistered for the purpose of GST. f. Following information must be mentioned in each invoice/ Credit note / Debit Note submitted to QDigi - Complete up to 16 digit Invoice No. / Credit note No/ Debit Note no with date - Name, Address & GSTIN of the Supplier & QDigi. - Registration status of Supplier under GST (Not Registered / Registered/ Registered under Composition Scheme). - PAN No. of Supplier - Description of goods with HSN codes of goods - Description of services with SAC codes of services - Serial Number, Part Number, Model Number, quantity & unit of items - Taxable value of goods or services taking into account discount or abatement - Tax rates (CGST, SGST or IGST) with Tax amount charged in respect of taxable goods or services. Nil tax to be charged by Suppliers registered under Composition Scheme and unregistered Suppliers. - Place of supply along with the name of state, in case of a supply in the course of interstate trade or commerce - Place of delivery along with the name of state, same is different from place of supply.						
QDigi Services Limited						
Online Approved By : Ramnath Mallick Date / Time : 14.06.2018/10:36:59					Authorized Signatory	

PO NO : 6100208287
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Item	Item Code	Description	Qty	Unit	Unit Price	Total Price
-		Whether Tax is payable on reverse charge basis				
-		Signature or digital signature of the supplier of the supplier or his authorized representative.				
g.		The Supplier would ensure that HSN (Harmonized System Number) of the Goods or Services or both required to be stated in the invoice and same should confirm to the Purchase order issued by QDigi. Any disagreement on such codes can be communicated to QDigi for consideration. However, in the event no agreement between the parties is reached, the decision of QDigi on such HSN or SAC would be final and binding on the Supplier. Further, QDigi will have the sole discretion to decide from where the supply of the Product or services will be made against the valid purchase order and appropriately charge Integrated Goods and Service Tax (IGST) or Central Goods and Service Tax (CGST) and State Goods and Service Tax (SGST) as may be the case. Such taxes shall be based on place of supply in consonance with the GST provisions.				
h.		The Supplier is responsible for any tax or compliance obligation that may arise as a result of any discounts, rebates or other benefits received (including, without limitation, benefits received to pass through to QDigi) as a result of any Product or Service price reductions that become payable under this Agreement. Where The Supplier deems it necessary to account for any tax not already accounted for by QDigi then any such discounts or other benefits shall be deemed inclusive of that tax. The Supplier is responsible for all additional Goods and Services, value added and transaction tax liabilities, and any related interest and penalties, in respect to noncompliance as assessed by a taxing authority in this regard.				
2.		This is system generated Purchase Order (herein after called "PO") and does not require any signature.				
3.		GENERAL: Supplier has to sign, date and stamp, copy of the PO as a token of his acceptance in entirety and returns the same to QDigi within four (4) days else the same will be deemed to have been accepted and will become legal binding on either party. By accepting this PO and/or performing hereunder, Supplier agrees to comply fully with the terms and conditions of purchase set forth in this document. Acceptance of this PO is expressly limited to the terms and conditions of this PO and none of the Suppliers terms and conditions shall apply in acknowledging this PO or in the acceptance of this PO. Acceptance by QDigi of the goods or services delivered under this PO shall not constitute agreement to Supplier's terms or conditions. Supplier may not deliver under reservation.				
4.		PRICE: This is a firm price order. Unless otherwise specified in writing by QDigi, price mentioned in this PO is firm and no price variation on any account will be allowed. Price is subject to delivery of goods and services to the satisfaction of QDigi, submission of correct invoices and due fulfillment of all obligations by Supplier under the terms of the order, QDigi shall pay for the services as per milestones & pricing contained in the payment terms. This contract price represents consideration for all services including any Ancillary or Incidental services required to be performed by Supplier to achieve the main services. Unless otherwise specified the prices to include all kind of taxes, duties, transit insurance, insurance coverage for storage, testing and commissioning if any, etc.				
5.		TIME OF DELIVERY: Time and quality of delivery is of the essence of this order. If the delivery date shown above cannot be met, the Supplier shall inform QDigi immediately. In such an event, QDigi may at its sole discretion terminate the PO or ask for damages or grant an extension in delivery date. Such notification shall not, however, constitute a change to the delivery terms of this order except as the order may be modified in writing by QDigi. Back orders or partial deliveries are not acceptable without prior written QDigi approval.				
6.		MATERIAL DELIVERIES: Supplier shall be responsible for appropriate packaging as per industry prevalent practice, loading, and tie-down to prevent damage during transportation. QDigi's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. The description of goods or services in the invoice and other shipping documents shall be identical to the description contained in the PO. All deliveries destined to any road permit/ E-waybill locations shall be mandatorily accompanied with entry road permit duly filled in failing which the entire risk will be to Supplier's account and all interests and penalties levied by government authorities and borne by QDigi to seek delivery shall be reimbursed by Supplier to QDigi. Road permit/ Way bill need to be obtained by Supplier post GST effective date. No substitution of materials or accessories may be made without written permission from QDigi. All Products supplied by Supplier against this PO shall be ROHS compliant. QDigi prefers the usage of eco-friendly (Recyclable/Reusable) Packaging for the products supplied to QDigi. All retail packages should specify MRP. In case of jumbo Box containing individual retails packs both set of materials should specify MRP prices as per standard of Weights & Measures Act.				
7.		INVOICING INSTRUCTIONS: Supplier must bill and ship the material/ services from the location mentioned in PO. Foreign Suppliers must furnish to QDigi, all the necessary documents (including but not confined to 'No PE Certificate' and Original TRC (Tax Residency Certificate) along with Income Tax Form 10F as prescribed by the Indian Tax Authorities) to enable QDigi or itself, to avail benefits under the Double Taxation Avoidance Agreement(s) signed between the relevant Governments, failing which the Supplier shall be liable to bear the incidence of any tax liability that QDigi may have to face and keep QDigi indemnified in this regard.				
8.		SHIPPING INSTRUCTIONS: All the consignments shipped shall be accompanied with Invoices and Carton wise packing list clearly indicating quantity and weight of each box. All short shipped items, if any, shall be delivered to QDigi on DDP basis by the supplier. Shipping documents shall indicate our correct address, PO No., LC No., SAP item code, OEM part code & HSN code. Payment is liable to get delayed due to improper/ incorrect shipping documents. Complete set of shipping documents shall be sent on email scan to the officer releasing the PO at least 7 days prior to release of shipment. Vendor must handover the shipment to the freight forwarder only upon receipt of written confirmation from QDigi. In case of imported goods being supplied, Country of origin must be specified on the invoices of the				

QDigi Services Limited

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Authorized Signatory

Registered Office Address: 806, Siddharth, 96, Nehru Place New Delhi - 110019

PO NO : 6100208287
Date : 14-Jun-18
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Item	Item Code	Description	Qty	Unit	Unit Price	Total Price
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items shipped or a separate certificate of origin must be furnished in compliance with applicable norms and regulations.

9. Vendor must read HCL Code of Conduct at <https://www.hclinfosystems.in/hcl-vendor-code-conduct>. Once vendor delivered Material/ Services against PO then it is assumed that Vendor has read and agreed to comply to HCL code of conduct.

10. MATERIAL INVOICES: All original material invoices need to be delivered at designated QDigi warehouse along with material.

11. SERVICE INVOICES: All original services invoices along with required documents as mentioned in PO must be sent to SUPPLIER HELPDESK at following address : (New address shall be informed in case any change)

Vendor Help Desk,
QDigi Services Limited,
E - 4, 5, 6 Sector - XI,
Noida - 201301 U.P. (India)
Email : vendorhelpdesk@hcl.com

Supplier must submit the Service Invoice at Supplier helpdesk within five days from the date of invoice creation failing which QDigi have right to reject the invoice. Delay in receipt of invoice at Supplier helpdesk may cause delay in payments. Credit period for all service related invoices will begin from the date of receipt of the invoices by Supplier helpdesk team along with the required documents as per PO. An acknowledgement of receipt of such invoices at Supplier helpdesk will be sent by email to Supplier. Supplier must consider the invoice as received at QDigi only upon receipt of this acknowledgement mail from QDigi.

12. INSPECTION: All goods and services furnished hereunder will be subject to inspection and test by QDigi at all times and places and will be subject to QDigi's final inspection and approval within a reasonable time after delivery. QDigi may reject goods and services not in accordance with QDigi's instructions, specifications, drawings, data or Supplier's warranty (expressed or implied), or for untimely delivery. QDigi may return rejected goods to Supplier at Supplier's expense and QDigi shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall QDigi incur any liability for payment for rejected goods or services.

13. TITLE, RISK OF LOSS: Title shall pass to QDigi upon QDigi's receipt of goods at designated delivery destination. Risk of loss of all goods shall remain in Vendor until receipt and acceptance by QDigi at designated delivery destination, unless otherwise specified in this PO.

14. TERMS OF PAYMENT: Invoices shall be dated no earlier than date of shipment or delivery of goods or successful delivery of services and acceptance by QDigi. The discount/credit period begins upon receipt of invoice along with required supporting documents including warranty certificate / care pack certificate issued by OEM, required delivery date or date any applicable discrepancy is resolved, whichever date is later. Buyer will pay non-discountable invoices within the time period as mentioned in payment terms of this PO, after receipt of invoice, required delivery date, acceptance, or the date any applicable discrepancy is resolved, whichever date is later. If payment is to be made against letter of credit then, Supplier shall bear all bank charges and stamp duties payable against letter of credit. Payment will be made in full subject to tax deduction at source at the statutorily applicable rates. Supplier must submit a Credit note within five days from the date of information received from QDigi regarding any shortage/ damage/ rejection failing which QDigi will retain right to withhold the payment of complete invoice till issue is resolved. Supplier shall submit necessary documents to enable us to claim CENVAT/ other tax credits as applicable as per law. The contents of this clause shall be firm unless otherwise specified. Supplier may raise any queries related to Payment/ Statement of accounts/ C-forms/ Withholding Tax Certificate to email accountspayable-helpdesk1@hcl.com.

Further, it is agreed between the parties that the Supplier shall raise a credit note on the QDigi in timely manner, in the event of any adjustment to the value of the supply (either proportionate or full) including the adjustment to the taxes applicable on the same. The Supplier will ensure that correct treatment of GST in respect of credit and debit notes are given and proper reversal of input tax credit if any has to be made diligently, any tax exposure due to any errors by the Supplier in this respect would be borne by the Supplier.

15. WARRANTY: By accepting this PO, Vendor warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with QDigi's specifications, drawings, and data for a period not less than twelve month from date of receipt such Goods or services. The Vendor further warrants that such goods will be fit for the QDigi's intended use, and that Vendor will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon QDigi's request, Vendor shall furnish QDigi with a formal waiver or release of all liens by QDigi and/or QDigi's suppliers.

16. MODIFICATION OF PO TERMS AND/OR AMENDMENTS: The PO may only be modified or amended upon mutual agreement of QDigi and Supplier. Additional terms and conditions, which do not conflict with the PO, may be stated within the Supplemental PO and given effect. Changes, modifications, waivers, additions or amendments to the terms and conditions of this PO shall be binding on QDigi only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of QDigi Procurement Department.

17. The Parties agree that the Supplier's obligation to render services/ provide deliverables as set out under this Agreement/ PO shall be valid only till the expiry of agreement/ PO validity date ("Validity Date") and that QDigi shall not be liable to make any payments as may be claimed by the Supplier for services/

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Authorized Signatory

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		QDigi Services Limited (formerly HCL Computing Products Ltd)				
					PO NO : 6100208287 Date : 14-Jun-18 Ver/Dt : 00000001 / 14.06.2018	
Item	Item Code	Description	Qty	Unit	Unit Price	Total Price
<p>deliverables provided by the Supplier beyond this Validity Date. The Parties agree that in case services/ deliverables are to be delivered beyond the Validity Date then the Supplier should get the revised PO/ renewed agreement issued from QDigi in its favor within 60 days prior to the Validity Date. The Parties further agree that Supplier shall raise and submit the invoices for the services delivered/ billed to QDigi within 60 days from the date of delivery of services, failing which QDigi will not be liable to consider the same for payment. The Supplier shall mention the PO number while raising the invoice and shall not deliver any services to QDigi without receipt of a valid PO from QDigi. The Supplier further agrees to indemnify QDigi against any loss that QDigi may suffer for not being able to claim tax credit benefit for reasons attributable to the Supplier including Supplier's failure to submit the invoices within aforesaid agreed timeline.</p> <p>18. NO QUANTITY GUARANTEES: QDigi makes no express or implied warranties whatsoever that any particular number of POs will be issued or that any particular quantity or amount of goods or services will be procured through the PO.</p> <p>19. NON ASSIGNMENT CLAUSE: This PO shall be entered into and be binding upon the successors of the parties. Supplier may not assign this PO and/or any Supplemental Agreement without the prior written consent of QDigi. Any attempt to assign this PO without the written consent of QDigi is null and void.</p> <p>20. INDEMNIFICATION CLAUSE: Supplier shall defend, indemnify and hold harmless QDigi, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorney's fees, arising out of, or resulting from any acts or omissions of the Supplier or its agents, employees in the execution or performance of this PO. The Supplier shall defend, indemnify and hold harmless QDigi, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Supplier. Supplier agrees to defend against any and all such claims at Supplier's expense, whether or not such claims become the subject of litigation. QDigi will provide reasonable assistance in the defense of such claims if so requested by the Supplier.</p> <p>21. CONFIDENTIALITY CLAUSE: Unless otherwise agreed by QDigi in writing, Supplier shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by QDigi to Supplier in connection with Supplier's performance of this PO or prepared by Supplier specifically for QDigi pursuant to this PO, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Supplier shall not make any copies of Confidential Information except as specifically authorized by QDigi in writing. At the completion of this PO, or upon QDigi's request, Supplier shall promptly return to QDigi all Confidential Information not consumed in the performance of this PO, together with any copies in Supplier's possession. Supplier shall use Confidential Information solely for Suppliers performance of this PO for QDigi, and Supplier shall not, without QDigi's written consent, directly or indirectly use Confidential Information or information derived there from in performing services or providing goods for any other customer of Supplier, or any other person or entity.</p> <p>22. PERFORMANCE BANK GUARANTEE (PBG): If required and so mentioned by QDigi in writing, the Supplier, shall within fifteen days of the receipt of PO, submit performance bank guarantee, for 10% value of PO, to be issued by an Indian scheduled bank or a branch of an international bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks issuing a Guarantee must be commercial banks having net worth in excess of Rs.100 Crores. The validity of Performance Bank Guarantee shall be for 120 days beyond guarantee/warranty period of the goods supplied.</p> <p>23. INVALID TERM OR CONDITION: If any term or condition of this PO shall be held invalid or unenforceable, the remainder of this PO shall not be affected and shall be valid and enforceable.</p> <p>24. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION: Vendor and QDigi agree to the following (i) a party's failure to require strict performance of any provision of this PO shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute shall be referred to a sole Arbitrator under aegis of and to be appointed by Delhi International Arbitration Centre, New Delhi; (iii) the place of arbitration shall be Delhi; (iv) the Arbitration & Conciliation Act, 1996, shall govern the arbitration proceedings; (v) the arbitration proceedings shall be in the English language; (vi) subject to foregoing Arbitration provisions, any actions or proceedings arising from this PO shall be heard in a court of competent jurisdiction in Delhi. This PO shall be governed and construed in accordance with the laws of INDIA and will be in the jurisdiction of the courts in Delhi, INDIA.</p> <p>25. LIQUIDATED DAMAGES CLAUSE: The material is to be supplied as per the schedule given in the PO. The Supplier will have to pay to QDigi by way of liquidated damages and not as penalty, an amount as mentioned in PO or equal to 1% (one percent) of the PO price of the material so delayed for each week of such delay in delivery to a maximum of 10% (ten percent) of such price. QDigi shall retain rights to terminate the PO or grant an extension of delivery date beyond a delay of 3 weeks from the scheduled date of delivery as per PO.</p> <p>26. FORCE MAJEURE: QDigi or Supplier may be excused from performance under this PO for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such nonperformance shall not be deemed a default or a ground for termination.</p> <p>27. NOTICES: Notice shall be deemed properly given when delivered, if delivered in person to the designated person, or when sent via facsimile to designated</p>						
						QDigi Services Limited
Online Approved By : Ramnath Mallick			Date / Time : 14.06.2018/10:36:59		Authorized Signatory	

PO NO : 6100208287
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facsimile, overnight courier or electronic mail to the designated electronic mail (providing a written receipt of delivery can be obtained) or after five (5) days when sent by mail, postage prepaid to the address set forth herein above. Disaster declaration notice may be given in oral, provided a signed written confirmation is received at the applicable recovery facility within Twenty four (24) hour thereafter by electronic mail, facsimile. Each party shall notify the other party in writing of any changes to such addresses.

Address: Mr Nittin Nangia

QDigi Services Limited

G-8,9 & 10, Sector III,

Noida 201301, U.P.

E-mail : nittin@quesscorp.com

28. TERMINATION FOR CAUSE: Either QDigi or Supplier may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this PO arising here under. Then on-defaulting party shall give the defaulting party Thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this PO.

29. QDigi RIGHTS UNDER TERMINATION: In the event this PO expires or is terminated for any reason, QDigi shall retain its rights under the PO issued with respect to all goods or services ordered and accepted prior to the effective termination date, but no new supplementary POs may be issued to the Supplier.

30. SUPPLIER RIGHTS UNDER TERMINATION: In the event this PO expires or is terminated for any reason, a Supplier will receive all amounts due for goods or services ordered and delivered to QDigi prior to such termination after adjustment of penalties, liquidation damages or recoveries due from Supplier.

31. TERMINATION FOR CONVENIENCE: QDigi may terminate this PO, in whole or in part, by giving the other party thirty (30) days written notice. Supplier shall not have the right to terminate for convenience under this agreement.

32. ENTIRE AGREEMENT: This agreement shall include the PO, these General Terms and Conditions and all attachments referred to in the PO or in these General Terms and Conditions, shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Supplier and QDigi, or their representatives, or any other document forming part of the solicitation of quotes, negotiations & discussions between Supplier and QDigi with respect to the subject matter are hereby superseded. Unless superseded by a specific signed agreement between QDigi and Supplier and to the extent that such agreement specifically rejects any terms and conditions in a PO, the terms and conditions of such agreement shall prevail over this PO or these General Terms and Conditions.

33. "Any communication / notice should be sent to the registered office and corporate office of the respective HCL entity they are dealing with, with a copy to nittin@quesscorp.com.

34. At the time of all dispatches (Inter-State as well as Intra-State movement goods movement), E-way bill should be generated & completed in all respect i.e. part A by consignor/ Supplier and part B by transporter to avoid any issues with tax authorities. As per the requirement under law, the consignee (QDigi) have to accept or reject the E-way bill generated by Supplier and auto populated in our site within 72 hours. To ensure the same, Supplier's E-way bill SPOC should immediately intimate about E-way bill details along with PO Number & complete invoice details, to our e-way bill coordinator at email Id- accountspayable. helpdesk3@hcl.com, to comply with the requirement and to avoid any mismatch.

35. Supplier shall comply with all the provisions of applicable GST Rules or any other provisions of law/ rules/ regulations as made applicable by law from time to time in respect of transportation of goods (both inter-state and intra-state movement). In case of any breach in compliance with foregoing provisions by Supplier and there is any tax, interest or penalty liability, if any, accrues/ arises on QDigi or any other loss occurred to QDigi by reason of such breach then Supplier shall indemnify us such tax, interest or penalty liability or any such loss occurred to us.

QDigi Services Limited

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