



PURCHASE ORDER

Bill To:

Analog Devices India
Pvt Ltd
No.1, Salarpuria Nova
Varthur Road
Nagavarpalya
Old Madras Road
Bengaluru
Karnataka
India
560093
GSTIN :
29AABCA1873F1ZS

Ship To:

Analog Devices India
Pvt Ltd
No.1, Salarpuria Nova
Varthur Road
Nagavarpalya
Old Madras Road
Bengaluru
Karnataka
India
560093
GSTIN :
29AABCA1873F1ZS

Supplier :

Connectivity IT Solutions Pvt Ltd
31st Cross, 10th main,
Banashankari
Bangalore
Karnataka
India
560070
GSTIN : 29AAGCC1283L1ZC

PO No. :PO/SRV/2018-19/255**PO Date :**26-Mar-2019**Vendor Quotation Reference :**1**Services From Date :**01-Apr-2019**Services To Date :**05-Mar-2019

| SI No. | Request No | Material Description | Make | Model | Warranty(In Months) | Delivery Date | UoM Name | Unit Price In INR | Quantity | Total |
|--------|------------|--------------------------------------|------|-------|---------------------|---------------|----------|-------------------|----------|-----------|
| 1 | 514617 | Configuration and Project KT Session | NA | NA | 0 | 05-Apr-2019 | Each | 70,000.00 | 1 | 70,000.00 |

Total:

70,000.00

Total(In Words) INR

Seventy Thousand only

| SI No. | Payment Terms Code | Net Days |
|--------|--------------------|----------|
| 1 | PMT-003 | 30 |

Terms & Conditions:

Taxes

Extra

Proforma Invoice

PI (Proforma Invoice) to be issued 7 working days prior to the actual shipping date, failing which, any custom penalty charges levied shall be borne by the Vendor. (Wherever applicable).

Payment

Net 30 days from the date of invoice.

GST Compliance

Registration,

The Supplier warrants that they have a valid registration under the respective State and Central GST law for the supply undertaken from the location of their supply and that it would continue to be valid until the supply is said to be complete, based on performance, invoice and payment (fulfilled cumulatively). The supplier would raise invoice for supply with the said registration number.

GST Compliance

Place of Supply,

The Supplier shall be responsible to provide correct place of supply, distinctively in the invoice raised for supply.

GST Compliance

Taxes,

The Supplier shall be responsible to provide correct classification and rate of tax applicable for the Supply. Applicable taxes for the said supply to include GST charged in the State based on the location of supplier and applied for supply based on the place of supply.

GST Compliance

Reimbursement of Taxes Charged on Invoice

The Supplier shall be entitled to recover the taxes charged on the invoice for supply only after payment of the said taxes to the appropriate State or Central Government, based on the location of the supplier. In case payment is made to the supplier either as advance or before the taxes are paid by the Supplier to the appropriate State or Central Government, the supplier shall be liable to refund the taxes chargeable on supply, if the said taxes are not paid by them within the time prescribed under law.

GST Compliance

Filing of return with correct GST registration number of the Company

The Supplier warrants that for the supply undertaken, they would file the GST returns with the appropriate State and Central Government within the time prescribed under law, providing the correct details of supply along with the registration number of the Company, enabling the Company to avail credit of the taxes charged or chargeable for the supply, in the prescribed place of supply.

GST Compliance

Invoice issued for supply,

The Supplier shall be responsible to issue a proper and valid tax invoice for the supply containing all the prescribed particulars.

GST Compliance

EWay-bill,

In case the supply involves movement of goods, the Supplier shall be responsible to move the goods on a proper and valid eWay-bill, as prescribed under law for the delivery of the said goods to the Company.

GST Compliance

Withholding of GST,

In case the GST law so provides, the Company shall withheld applicable GST for the said supply and pay the GST so deducted to the appropriate State. The Company will issue the prescribed certificate or file the prescribed returns, as provided under law, to evidence the tax withheld.

GST Compliance

Reverse charge,

In case GST is payable on reverse charge, the invoice issued by the Supplier to provide the same.

GST Compliance

Transition into GST,

In case the supply overlaps with implementation of GST, in a manner where part of the supply is undertaken before implementation of GST (pre-GST) and balance is fulfilled after implementation of GST (post-GST), the Supplier shall be responsible to split the invoice for supply by charging current taxes for pre-GST supplies and applicable GST for post-GST supplies. The Supplier warrants that they would pass on the benefit of transitional credit availed by them, with respect to stock held for supply to be made to the Company after implementation of GST.

GST Compliance

Anti-profiteering measure,

The Supplier warrants that any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the Company by way of commensurate reduction in prices charged for supply of said goods or services.

Important

PO # needs to be mentioned in the Invoice for processing the payment.

Important

The PO should be accepted & acknowledged by a (Director/Authorized Signatory/Partner/Proprietor) with a stamp of firm/company.

Important

Penalty Clause: Penalty will imposed if the material/service is not delivered/completed on or before the delivery date mentioned in the Purchase Order. Penalty for delay in deliver would be imposed as outlined below(a).Delay between 1-7 days beyond the delivery date: 10% of PO Value will imposed as Penalty.(b).Delay between 8-14 days beyond the delivery date: 15% of PO Value will imposed as Penalty.(c).Delay between 15-21 days beyond the delivery date: 20% of PO Value will imposed as Penalty.(d).Delay between 22-31 days beyond the delivery date: 25% of PO Value will imposed as Penalty.(e).Delay beyond 1 Month (31 days) of the delivery date: 50% of PO Value will imposed as Penalty.

Standard conditions of purchase

The terms and conditions set forth below, together with the written information contained in any Purchase Order along with all its attachments and all specifications, drawings, instructions and other written materials referred to therein, shall apply to every Purchase Order issued to the Supplier from time to time. The terms contained herein and in any particular Purchase Order shall constitute the entire agreement between Analog Devices India Private Limited (`Buyer`) and Supplier with respect to the purchase of the products and/or services described in the Purchase Orders and would supersede all prior oral and written communications relating thereto.

Acceptance

Supplier`s acknowledgment of this Standard Conditions of Purchase or commencement or performance of Services under a Purchase Order shall constitute Supplier`s acceptance of all of the terms and conditions herein. These Standard Conditions shall prevail over any terms contained in any other confirmation, invoice, acceptance or other written correspondence unless specifically any term is specifically excluded or modified in writing. No term or condition of this Standard Conditions may be amended or waived, except by a writing signed by both par.

Delivery

Supplier shall use diligent efforts to deliver the products and/or services no later than the delivery date specified in the Purchase Order (`Delivery Date`). Supplier shall immediately notify Buyer in the event that Supplier`s timely performance under this Purchase Order is delayed or likely to be delayed with all available information regarding the reasons for such delay. Such notice shall not constitute a waiver by Buyer of any of Supplier`s obligations hereunder. If Supplier fails to deliver the products and/or services on or before the Delivery Date, then Buyer may terminate the Purchase Order pursuant to Section 7.1 below. Supplier shall along with the Products dispatch the documents of supply in duplicate including Bill of Lading, Certificate of Origin, challan, Packing List, Invoice/bill, Master Airway Bill, House Airway Bill, Certificate for Packing Material, Quality Assurance Certificate, Third Party Inspection Certificate and a copy of the Purchase Order.

Delivery

Buyer`s return to Supplier any products that do not meet the warranties specified in Section 5.1, are not accepted by Buyer pursuant to Section 4, and Supplier`s shipment to Buyer of all replacement or reworked products to replace non-conforming products shall be at Supplier`s own risk and expense, including, without limitation, transportation and insurance charges (transportation and insurance charges for replacement or reworked products shall include round trip shipment.

Delivery

Supplier shall pack and handle the products ordered by Buyer so as to protect the products from loss or damage in accordance with good commercial practice and Buyer`s specifications. Supplier shall be liable for and shall promptly refund to Buyer the amount of any loss or damage due to Supplier`s failure to properly pack or handle such products.

Delivery

Supplier shall include with each shipment or products a packing list, which sets forth the number of the applicable Purchase Order, a description and the quantity of each of the products shipped and the date of shipment. The Purchase Order numbers shall be plainly visible on all invoices, packages, challans and shipping orders provided by Supplier.

Delivery

All products shall be delivered at the address set forth in the respective Purchase Order without charge to Buyer for crating or storage. All customs, duties, costs taxes, insurance premiums and other expenses relating to such transportation and delivery shall be at Supplier's sole cost and expense.

Delivery

Property, title in the products shall pass to Buyer after or upon completed delivery and installation, if specified in the Purchase Order.

Delivery

Unless otherwise stated in the Purchase Order, Supplier shall be responsible for obtaining at its cost any licenses or consents necessary for delivery of the products to the Delivery Address, including any export/import licenses, customs documentation or permits.

Price

Supplier represents and warrants to Buyer that the prices for the products and/or service to be provided in each Purchase Order will be the lowest prices for which Supplier has sold or is willing to sell such products and/or services taking into account any differences in quantities, schedule and other substantive terms.

Price

Unless other wise provided in the Purchase Order, all payments due hereunder to Supplier shall be paid to Supplier thirty (30) days following: (i) the Delivery Date or (ii) the date of Buyer's acceptance of all of the products and/or services hereunder, or (iii) Buyer's receipt of a properly prepared invoice, which ever is later.

Price

Supplier shall pay, without charge to Buyer, any and all central, state, or local tax or other governmental charge or assessment relating to the production, sale or shipment of any of the products hereunder, unless expressly otherwise provided in the Purchase Order.

Price

Tax deducted at Source (TDS)/With Holding Taxes (WHT) / Applicable taxes will be deducted from the payment wherever applicable

Inspection/Acceptance

Buyer shall be entitled to inspect or cause a third party inspection agency to inspect Supplier's products. Supplier shall carefully inspect all products prior to shipment. Buyer may reject any portion or all of any shipment of products that does not conform to the applicable specifications or descriptions of the products contained in the Purchase Order within sixty (60) days of receipt of such products and may return such rejected products to Supplier for, at Buyer's sole option, replacement, refund or credit. Buyer's payment to Supplier for products prior to Buyer's timely rejection of such products as non-conforming shall not be deemed as acceptance by Buyer.

Warranty

Unless otherwise specified in the Purchase Order, Supplier warranty to Buyer and its customers for the longer of Supplier's normal warranty period or for two (2) years following the date of Buyer's commissioning and acceptance of the products and/or services that (i) when shipped to Buyer by Supplier, the products are free from defects in design, materials, workmanship and manufacture, (ii) the products and/or services will conform to the applicable specifications, samples or to other descriptions set forth in the Purchase Order, (iii) the services will be performed in a professional, workmanlike manner, (iv) the products and/or services will be suitable for the purposes for which the products and/or services are intended if such purposes were made known to the Supplier, (v) Supplier has good, unencumbered title to the products and has conveyed such good unencumbered title to Buyer, and (vi) the provision of the Services by the Supplier will not constitute or involve in any way any infringement of the intellectual property right or proprietary interest of any third party. The foregoing warranties are in addition to all other warranties, whether express or implied and will survive delivery, inspection, acceptance or payment by Buyer.

Warranty

If any of the products or services delivered by Supplier do not meet the warranties specified herein or otherwise applicable, Buyer may, at its option (i) require Supplier to correct any defective or non-conforming products by repair or replacement at no charge to Buyer, or (ii) return such defective or non-conforming products to Supplier at Supplier's expense and recover from Supplier the price thereof, (iii) correct the defective or non-conforming products itself and charge Supplier the cost of such correction, or (iv) obtain a refund from Supplier for the price paid for any defective or non-conforming products.

Assignments

No right or obligation under any Purchase Order (including the right to receive monies due) may be assigned by Supplier without the prior written consent of Buyer, and any purported assignment without such consent shall be void.

Termination for convenience

Buyer may terminate this Purchase Order in whole or in part without assigning any reason and at any time by written notice to Supplier.

Termination for convenience

Upon such termination, Supplier will, to the extent and at the times specified by Buyer, stop all work under this Purchase Order, place no further orders for material to complete such work, assign to Buyer all of Supplier's rights, title and interest under terminated subcontracts and orders, settle all claims thereunder (after obtaining Buyer's written prior approval), protect all property in which Buyer has or may acquire an interest, and transfer title and make delivery to Buyer of all articles, materials, work in process and other things held or acquired by Supplier in connection with the terminated portion of this Purchase Order. Supplier will proceed promptly to comply with Buyer's instructions respecting each of the foregoing without awaiting settlement or payment of any termination claim it may have against Buyer.

Termination for convenience

The parties may, after conferring with each other in good faith, agree upon the amount to be paid by Buyer to Supplier for such termination. Absent such agreement, Buyer will pay Supplier the following amounts: (i) the price set forth in the Purchase Order for all products completed or services rendered in accordance with the Purchase Order to the extent not previously paid for; or (ii) the actual reasonable costs incurred and paid by Supplier which are properly allocable under recognized commercial accounting practices to the terminated portion of this Purchase Order, plus a fair and reasonable profit on such costs unless Supplier would have sustained a loss on the order, in which case no profit will be allowed and an adjustment will be made reducing the amount to be paid by Buyer by the projected amount for such loss.

Termination for convenience

Payments made under Section 7.3 above shall not exceed the aggregate price of the products or services specified in the terminated portion of this Purchase Order, less any payments made by Buyer.

Termination for convenience

The following provisions shall survive termination of these Standard Conditions and all Purchase Orders: 3.3, 5.1, 7, 8, 9, 10, 11, 12 and 13.

Confidential information

Supplier agrees that any data, design, specification and all other business, product technical and financial information it obtains from Buyer are the confidential property of Buyer ('Confidential Information'). Supplier will hold in confidence and not use or disclose any Confidential Information without Buyer's prior written consent and shall similarly bind its employees, consultants, and subcontractors in writing. Supplier shall not disclose any Confidential Information to any person or entity other than who have a legitimate need to know. Supplier's nondisclosure obligation hereunder shall not apply to information it can document is generally available to the public or was rightfully disclosed to Supplier by a third party without restriction. Upon Buyer's request, or upon termination of this Purchase Order, Supplier shall promptly return all Confidential information any copies thereof to Buyer.

Indemnification

Supplier shall indemnify, defend and hold Buyer, its officers, directors, agents, employees, affiliates, successors and customers harmless against any and all claim, liabilities, damages, settlements, costs and expenses (including attorney's fees) made against or sustained by Buyer arising from the death of or bodily injury to any person on account of any alleged or actual defect in any products provide hereunder, whether latent or patent, including, without limitation, improper construction or design or failure to warn or caused by the negligence or willful misconduct of Supplier or any subcontractor, agent, employee or consultant or Supplier.

Indemnification

Supplier represents and warrants to Buyer that there are no claims or liabilities for royalties, liens or any other encumbrances on the products supplied hereunder and Supplier shall indemnify, defend and hold Buyer and its officer, directors, agents, employees, successors and customers harmless against any such claims and liabilities.

Indemnification

Supplier shall indemnify, defend and hold Buyer and its officer, directors, agents, employees, affiliates, successors and customers harmless for any and all claims, liabilities, loss, costs, expenses (including attorney's fees) settlements or damages arising out of infringement of any patent, trademark or copyright or misappropriation of any trade secret. If Buyer's use of any of the products is enjoined or in Buyer's reasonable opinion is likely to be enjoined as a result of any such infringement or alleged infringement. Supplier agrees, at Buyer's option, to (i) accept return of the products from Buyer and refund to Buyer the amounts paid by Buyer with respect to such products, or (ii) modify the products so that they become non-infringing but equivalent in functionality, quality and performance, or (iii) procure for Buyer and its customers the right to continue using and distributing the products.

Indemnification

The Supplier indemnifies and shall keep the Buyer, its directors, officers, employees, affiliates, successors and customers, indemnified from and against all costs, claims, losses, damages, demands, liabilities, causes of action, proceedings, awards or judgments incurred by or brought or made against the Buyer (i) arising of the performance by the Supplier, its officers, employees, or agents, of the obligations under this Purchase Order; (ii) the violation or alleged violation by the Supplier, its officers, employees or agents of any applicable laws or regulations or rulings issued by governmental authorities; or (iii) the breach by the Supplier of any term of this Purchase Order.

Limitation of liability

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL BUYER, ITS OFFICERS DIRECTOR OR EMPLOYEES BE LIABLE FOR ANY FORM OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF DATA, LOST REVENUE OR LOST PROFITS, WHETHER SUCH CLAIMS ARISES IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY. BUYER'S MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL DAMAGES OR CLAIMS BY SUPPLIER SHALL BE LIMITED TO THE AGGREGATE AMOUNT ACTUALLY PAID BY BUYER TO SUPPLIER IN RESPECT OF THE RELEVANT PURCHASE ORDER.

Compliance with laws

Supplier warrants that all products and in performance of all work under every Purchase Order, Supplier and its representative, consultants and subcontractors have complied with or will comply with all applicable central, state, local and foreign laws and trade standards applicable at the Delivery Address.

Compliance with laws

If the Purchase Order specifies that the Delivery Address is a Export Oriented Unit or a Software Technology Park of India Unit, and that the Buyer will be claiming tax/ duty benefit as applicable to 100% EOU/STPI, Supplier shall be responsible to comply with all regulations and requirements for procuring such exemption and shall duly inform Buyer, within the time specified in the relevant Purchase Order, about the procedure/ documents/ approvals required for complying with custom bonding and/or custom duty benefit. Supplier shall submit the technical write up, product catalogue and another document/ details required for Buyer to comply with the EOU/STPI requirements and approval.

Governing law

These Standard Conditions and every Purchase Order shall be construed and governed in accordance with the laws of India, without regard to conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action relating to these Standard Conditions and every Purchase Order shall be before the Courts at Bangalore, India. The rights and remedies herein provided are the exclusive rights and remedies of the parties. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorney's fees.

Miscellaneous

Any notice, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if mailed by registered, postage prepaid or delivered by overnight courier service to the respective addresses of the parties as set forth in the Purchase Order (or such other addresses a party may designate by ten (10) prior days written notice). If any provision of these Standard Conditions or any Purchase Order shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Purchase Orders shall otherwise remain in full force and effect and enforceable. Any failure by a party to enforce any provision herein or right or remedy available to it on any one occasion shall not be construed as a waiver on any other occasion.

Statutory & labour compliance

It is one of the conditions of the contract that the contractor shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge of completion of the said contract by the Contractor including but not limited to the observance and compliance of the Contract Labour (R & A) Act, 1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Industrial Disputes Act, 1947, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Employees Compensation Act, 1923, The Maternity Benefit Act, 1961, Inter State Migrant Workmen (RECS), 1979 and The Employees Deposit Linked Insurance Scheme, 1976 and other Labour Laws (hereinafter referred as the Laws).

Statutory & labour compliance

To safeguard the company from any kind of claim and / or demand in the event of failure in observance or non-compliance of any such laws by the contractor, the said contractor will indemnify the company

Statutory & labour compliance

In the event of any liability arising out of failure to observe or non-compliance of any such Laws by the Contractor in discharge of the said contract, the contractor shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the company shall not be liable for any such liability(ies). The contractor indemnifies and keeps harmless the company at all times from and against any and all such liabilities, costs, damages, claims, penalties, interest, expenses, losses, demands, fines, legal liability, causes of action, injury to persons, etc which may be suffered, incurred, undergone and / or sustained by the company including the costs and expenses that may be incurred in defending any such liability(ies) claim(s), proceeding(s) etc. that may be made or taken or arise on the same by any person, body, authority, government, judicial / quasi judicial authority due to the failure or non-compliance of any such laws and rules there under (including any amendments in acts, laws, statutes and rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said contract

Statutory & labour compliance

This indemnity shall be in accordance with the laws of India and any dispute between the parties as regards the contract of indemnity shall be settled in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, including the method and manner of appointment of the Arbitrators. The place of Arbitration shall be at Bangalore and the Courts of Bangalore shall have the proper jurisdiction.

Statutory & labour compliance

The Supplier/Service Provider has read all compliance requirements under various labour laws as mentioned above and undertake to abide by the same and Analog Devices India Pvt Ltd shall not be responsible for whatsoever any matter / liability arising out of the same. Analog Devices India Pvt Ltd has the right to deduct or hold the sum equivalent to your compliance liability towards all applicable labour laws in respect of the product supplied or service provided.

Prices

FOR ADI Site

PO acknowledgement

Receipt of the PO acknowledgement should be sent within 2 working days post receiving the E-mail. Failing this, it shall assume as accepted and auto-acknowledged.

Declaration - This is a System Generated Electronic PO And Hence it Doesn't Require Any Physical Signature.