

PURCHASE ORDER

AMC renewal of Access switches

We refer to the above and our discussions on the said matter, and are now pleased to place with you a formal Purchase Order with following terms & conditions.

PURCHASE ORDER NO. : 6500/AM/FY24/84260/Q38309
P.O DATE : 03/11/2023
SUPPLIER NAME : Connectivity IT Solutions Private Limited
SUPPLIER ADDRESS. : 3rd Floor, OFFICE NO.309, Ecostar Premises Co-operative Society Ltd, VISHWESHWAR ROAD, NEAR UDIPI HOTEL, GOREGAON EAST, Mumbai Suburban, Maharashtra, 400063
Capex/Opex : OPEX

Description	Quantity	Currency	Rate Per Unit	Total Amount
AMC of WS-C2960X-48FPD-L, SL# FOC2419L969	1	INR	29,117.00	29,117.00
AMC of WS-C2960X-48FPD-L, SL# FOC2419L8W2	1	INR	29,117.00	29,117.00
AMC of WS-C2960X-48FPD-L, SL# FOC2419L9BT	1	INR	29,117.00	29,117.00
			Total	87,351.00
Total Amount in Words : [INR Eighty Seven Thousand Three Hundred And Fifty One Only.]				

AMC Start Date : 06 Nov 2023 **AMC End Date** : 05 Nov 2024
PAYMENT TERMS : Net 30 days from date of Invoice
TAXES : Taxes are extra as applicable if any
SHIPMENT TERMS : Delivery at Location
WARRANTY : NA
SLA AGREED : 8/5/NBD
FSL GST NO : 27AAACI8904N1Z6
BILLING ADDRESS : Firstsource Solutions Ltd 1st & 2nd Floor, 4th Dimension, Mindspace, New Link Road, Malad West, Mumbai 400 064
DELIVERY ADDRESS : Firstsource Solutions Ltd 1st & 2nd Floor, 4th Dimension, Mindspace, New Link Road, Malad West, Mumbai 400 064
Note : Please send invoice to payments@firstsource.com
REMARKS :
OTHER TERMS & CONDITIONS :

Documentation to be presented with goods. It is important to mention this Purchase Order number in all future correspondence and invoices in respect of this transaction. Other Terms and Conditions are attached herewith.

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This is a system generated Purchase Order and does not require signature.

FIRSTSOURCE SOLUTIONS LTD

Paradigm B 5th Floor, Mindspace, New Link Road, Malad(W), Mumbai-400064, India.

Tel: +912266660888 | Fax: +912266660887 | Web: www.firstsource.com

PURCHASE ORDER: TERMS AND CONDITIONS contd.....:

For the purposes of this PO, the Buyer shall be Firstsource Solutions Limited, including its successor and assigns and the Seller shall mean the party whose name is stated on the face of the PO including legal successors in business and on whom the order is placed by the Buyer.

This PO is raised pursuant to Service Agreement/ Rate Agreement executed between the parties and is subject to the terms of such Service Agreement/ Rate Agreement. In the absence of a Service Agreement/ Rate Agreement, the terms of this PO shall govern the procurement of goods and / or services under this PO.

- 1) The Buyer in its sole discretion reserves the right to revise the delivery schedule with a margin of 25% upswing or downswing as per the requirements of the Buyer at any time during the validity of this Purchase Order and the Seller agrees to comply with the same.
- 2) Without prejudice to the contents of clause 1 hereinabove, the Buyer also reserves the right to cancel an order at no cost with thirty (30) days' notice to the Seller, prior to the scheduled delivery dates, without assigning any reasons whatsoever for the said cancellation.
- 3) By acceptance of this PO, the Seller warrants that all merchandise shipped under this PO comply with applicable laws.
- 4) All goods/ services shall be delivered/ provided at the address stated on the face of the PO and no change shall be made to the Buyer address therefore unless otherwise stated on the face hereof.
- 5) Unless otherwise specified herein, Seller shall properly mark each package with Buyer's order number & where multiple packages comprise a single shipment; each package shall also be consecutively numbered. Purchase Order, number & package shall be shown on packing slips/ list, bills of lading / air waybill copy and invoices. Each package should be clearly marked on all sides to "Firstsource Solutions Ltd." along with the specified address as per PO. Each delivery shall be accompanied by a packing list, failing which, the order shipment will not be accepted by the Buyer.
- 6) Seller shall describe the items on bill of lading / air waybill copy or other shipping documents in the same manner as stated in the order.
- 7) On date of shipment the original bill of lading / air waybill copy and/ or other shipping documents for each shipment shall be forwarded to the Buyer at the address stated on the face of the PO.
- 8) Certificates of compliance and mail / invoices to be furnished in duplicate with each order shipment. All expirable and/ or perishable goods must be supported by Shelf Life Certificate, Test Certificate and the shelf-life of such goods shall be 80-90% on arrival at the Buyer's premises.
- 9) The Seller hereby warrants, represents, undertakes and guarantees that the following:
 - i. the goods delivered shall be free from defects (manifest or latent), in design, materials and workmanship and remain so for 12 months after delivery;
 - ii. the goods shall be of satisfactory quality, as specified by the Buyer and comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods;
 - iii. the goods shall conform with the specifications, drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Seller or supplied on their behalf;
 - iv. the goods and services shall be fit for purpose which Buyer had made known to the Seller expressly or by implication. Seller acknowledges and agrees that the approval by Buyer of any designs provided by Seller shall not relieve Seller of any of its obligations under this sub-clause.
 - v. If the goods or services supplied under this PO are found to be of defective materials, workmanship, design etc, the Seller shall arrange to adjust, repair or replace the same as the case may be at the Sellers own cost's immediately after receiving written notice of detection of such defects from the Buyer.
 - vi. The Seller's warranty as above shall be for the period of 12 months from the time the goods supplied are put to use by the Buyer but shall not exceed 18 months from the date of acceptance of the goods by the Buyer.
- 10) Buyer will not be obliged to pay to the Seller in relation to any goods delivered in excess of those specially ordered, unless otherwise agreed in writing.
- 11) Nothing in this Agreement obligates or restricts the Buyer, or any person acting on behalf of Buyer, to carry out any inspection, review or approval of goods/services at no additional cost, either at your premises, or at the final destination and any omission to inspect, review or approve the goods/services shall not in any way diminish any of Seller duties or liabilities under or in connection with the provisions herein. Seller shall facilitate such inspections and provide required assistance.
- 12) Seller shall ensure that at all times Seller has and shall maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the PO in respect of the goods/services. The Seller shall ensure that it complies and adheres to the rules, regulations and policies of the Buyer, including but not limited to, Supplier Code of Conduct and the Sustainable Supply Chain Policy available at <https://www.firstsource.com/investor-relations/>.
- 13) Any access to Buyer's premises and any labour and equipment that may be provided by Buyer in connection with delivery of the goods/services shall be provided without acceptance by Buyer of any liability in respect of any actions, claims, costs and expenses incurred by third parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of Buyer or its servant or agent. Seller shall indemnify Buyer in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which Buyer may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission attributable to the Seller or Seller sub-suppliers.

14) Unless otherwise stipulated by Buyer in the PO, deliveries shall only be accepted by Buyer on working days and during normal business hours.

15) Where:

- i. Seller fails to deliver the goods/services or part of the goods/services; or
- ii. the goods/services or part of the goods/services do not comply with the provisions of this PO, then without limiting any of its other rights or remedies under applicable law, Buyer shall be entitled to:
 - a. terminate the PO;
 - b. request Seller, free of charge, to deliver substitute goods/services within the timescales specified by Buyer;
 - c. require Seller, free of charge, to repair or replace the rejected goods/services, or to provide a full refund of the price of the rejected goods/services (if paid);
 - d. reject the goods/services (in whole or part) and return them to Seller at Seller's own risk and expense and Buyer shall be entitled to a full refund on those goods/services or part of goods/services duly returned;
 - e. buy the same or similar goods/services from another supplier and recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

16) Without prejudice to any other rights or remedies of Buyer, title and risk in the goods shall pass to Buyer when delivery of the goods is complete (including off-loading and stacking).

17) Seller warrants that it has full, clear and unencumbered title to all the goods; and that at the date of delivery of any of the goods/services the Seller shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the goods/services to Buyer. On delivery Buyer shall acquire a valid and unencumbered title to the goods.

18) Unless otherwise provided herein or any other agreement between the Buyer & Seller, all Buyer's property consisting of goods, materials, facilities, tools, accessories or equipment whatsoever supplied by the Buyer for the purpose of executing the order shall remain the property of the Buyer & Seller shall be liable for any loss thereof & damage thereto, normal wear and tear accepted until such time that the property is delivered back to the Buyer.

19) Seller agrees to indemnify and keep the Buyer, fully indemnified, saved and harmless in case of any claim of infringement any intellectual property rights, including of any patent, trademark, copyright etc in connection with the use or sale of the goods and / or services supplied to the Buyer.

20) The Seller shall promptly disclose to the Buyer, any work, idea, or method conceived or reduced to practice pursuant to the performance of services under this PO. All intellectual property in such work, idea or method will be owned by the Buyer.

21) Any legal proceedings arising out of the order shall be subject to the jurisdiction of the courts in Mumbai, (India) only and the governing laws shall be Indian Laws.

22) The Seller must not violate any applicable Anti-Bribery Law. The Seller must implement adequate procedures designed to prevent Seller or its staff from engaging in any activity which would constitute an offence under any applicable Anti-Bribery Law. The Seller hereby further confirm that in connection with this purchase order no improper financial or other advantage has been, will be or is agreed to be given to any person whether working for the Buyer or any third party. Breach of this provision shall without prejudice to any other right, relief or remedy entitle the buyer to terminate this agreement forthwith. The Seller shall communicate immediately to whistleblowing@firstsource.com in case of any grievances in relation obstruction by the Buyer's employee/s during performance of his services under this purchase order, violation of anti-bribery law or any Buyer's employee seeks undue favors from the Seller.

23) Payment Terms:

- i. Seller shall invoice Buyer, for the supplied items, monthly in arrears. Invoices should be raised at the end of every month and presented on or before 5th of following month. Invoices to be sent to payments@firstsource.com.
- ii. Bill discounting arrangements in respect of bills due by Buyer to Seller for goods/services supplied are not acceptable & payments for the goods/services will be made in accordance with the agreed payment terms to the Seller. Seller shall not subcontract this order or any right or obligation hereunder without the prior written consent of the Buyer.
- iii. All invoices should be submitted in detail to the Buyer at the email address mentioned hereinabove, with other relevant documents / supporting as necessary, and shall also give reference to the PO number and date. All such invoices will be paid as per their agreed payment terms as indicated in the PO from the date of receipt of material by the Buyer or within thirty (30) days from the date of receipt of the Seller's invoice by the Buyer together with the relevant documents whichever is later subject to goods/services being inspected and accepted by the Buyer. Seller will send separate invoice for each PO.

24) Taxes:

- i. All charges payable under this PO will be inclusive of applicable national, state or local sales or use taxes, including applicable value added taxes, goods and services taxes, cesses etc. ("Taxes") that Seller is legally obligated to charge under the applicable laws. Seller may charge and Buyer will pay applicable Taxes, provided that such Taxes are stated on the original invoice that Seller provides to Buyer and Seller invoice states such Taxes separately and meet the requirements of a valid tax invoice under applicable laws including but not limited to timely issuance of invoice, depositing and reporting applicable taxes to the Government.
- ii. Under no circumstances shall Seller separately recover Taxes from Buyer after issuance of invoice for the corresponding period. If at any time credit for Taxes is denied to Buyer or payment of Taxes is sought from Buyer due to, but not limited to, issuance of a deficient invoice, default in payment of Taxes, inappropriate reporting in the returns filed or non-compliance of applicable laws, then Seller shall indemnify Buyer against any denied credits or Taxes recovered as well as any interest and penalties imposed on Buyer.

iii. Buyer shall maintain the right to deduct or withhold any taxes, levies or any similar amounts that Buyer may be legally obliged to withhold, from any amounts payable to Seller under this PO, and payment to Seller reduced by such deductions or withholdings will constitute full payment and settlement to Seller of Buyer's obligations. Seller agrees to provide necessary documentation including suitable declarations, as may be required, for Buyer to satisfy any information reporting or withholding obligations with respect to any payments under this PO.

25) During the term of the PO, Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the PO, and shall, on Buyer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. Seller shall comply with all terms and conditions of the insurance policies at all times.

26) Seller hereby agrees to provide safe and environment-friendly procedures and arrangements to control and prevent all hazards and risks arising out of the supply of goods/services by Seller and Seller personnel to Buyer by adhering to all laws and statutory regulations and Buyer's internal requirements in respect of Occupational Health, Safety & Environment.

27) By virtue of this PO, Seller may have access to information including but not limited to drawings, masters, softwares, specifications, raw materials, components, data, business information or plans, customer lists, or such other data that is confidential to Buyer ("Confidential Information"). Seller will maintain in confidence all such Confidential Information of Buyer and not use such Confidential Information for any purpose other than as necessary to carry out its obligations under this PO. Seller's obligation to maintain confidentiality under this PO shall survive the expiry or termination of this PO. In case of any breach of this clause, if monetary damages are not an adequate remedy in the opinion of Buyer, then Buyer shall be entitled to injunctive relief to restrain Seller from any such breaches.

28) Seller shall not assign or transfer any rights and obligations under this PO without the prior written consent of Buyer.

29) Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use. Buyer's maximum liability for any damages arising out of or related to this PO, whether in contract or tort, or otherwise, shall not exceed the charges for the goods/services payable by Buyer for the month in which the cause of action has arisen.

30) Seller agrees that it will comply with Buyer's Social Media Policy while supplying goods/services under this PO and this clause shall survive the termination of this PO. Buyer respects your right to use Social Media provided such use does not conflict with Buyer's legitimate interest in protecting its goodwill, competitiveness and business reputation. Buyer, therefore, expects Seller to exercise good judgement and caution when using social media and prohibits Seller from posting or displaying any content that is not authorised by Buyer.

31) In the event that the Seller is providing the goods/services in India, Seller agrees that it shall comply with the Prevention of Sexual Harassment Policy ("POSH Policy") of Buyer while providing goods/services. In case of any grievance, Seller and/ or Seller Personnel can either highlight to Buyer by writing to confidant@firstsource.com or Seller can reach out to Buyer representative. In case of any incident being reported under the POSH Policy, Seller shall provide all support and necessary resources for carrying out the investigation for resolution of the issue, including participating in the joint investigations.

32) In the event that the goods/services are being provided in the Philippines, each Party shall comply with the provisions and obligations imposed on it by the Data Privacy Act 2012, if applicable under this PO.