

PURCHASE ORDER

Supplier: CONNECTIVITY IT SOLUTIONS PVT LTD 1877 31ST CROSS, 1ST FLOOR BENGALURU KA 560070 State Code: KA (29)	GST: 29AAGCC1283L1ZC Country:India	PO No: 23SE00131 PO Date: 26.8.2023 Supplier Ref: AMC for CISCO Servers Supplier Ref Mail: Supplier Contact: SOWMYA Email: sowmya@connectivitysolutions.in	Revision No: 00 Revised On: 7.9.2023 RFQ Ref: Contract Ref:
Delivery Address: Wittur Elevator Components India Pvt Ltd 45/1B NO.45/1B 3 & 4, SIPCOT INDUSTRIAL PARK MAMBAKKAM, PONDHUR VILLAGE Sriperumbadur TN 602105 State Code: TN (33)	GST: 33AABCW0055F1ZT Country:India	Invoicing Address: Wittur Elevator Components India Pvt Ltd 45/1B NO.45/1B 3 & 4, SIPCOT INDUSTRIAL PARK MAMBAKKAM, PONDHUR VILLAGE Sriperumbadur TN 602105 State Code: TN (33)	GST: 33AABCW0055F1ZT Country:India
Mode of Transport: Road	Cost of Transport: 0.00	Buyer Contact: SELVAGANAPATHY P	Contact #
Freight Forwarder:	P&F Cost: 0.00	Terms of Delivery:	
	Others: 0.00	Terms of Payment: 007-7 Days	

We hereby request to deliver the following goods in accordance with our delivery terms

Pos#	Item Code Item Description	DWG Rev#	HSN / SAC UOM	Tax% Tax Code	Rate/Unit Currency	Quantity	Discount %	Rate/Unit (Discounted)	Total Amount	Delivery Date Week
10	SERV00959 SERVER AMC - WZP23510VXH		9969 Ea	18% AITC018N1	53975.000 INR	1	0%	53975.000	53975.00	26.8.2023 WK 34
20	SERV00960 SERVER AMC - WZP233005QU		9969 Ea	18% AITC018N1	55303.000 INR	1	0%	55303.000	55303.00	26.8.2023 WK 34

Revision History:

Goods: 0.00	Cost(P&F): 0.00	Tax: 19670.04	Grand Total (INR) 128948.04
Amount In Words:	INR - One Lakh Twenty Eight Thousand Nine Hundred and Forty Eight and Paise Four only		

Remarks: NOTE:

> SERVER AMC FOR THE PERIOD OF SEP'23 - AUG'24.

> PAYMENT TERMS - 30 DAYS.

> SCOPE WORK AS PER THE QUOTATION/ USER DISCUSSED.

Prepared By:	Selvaganapathy	Approved By:	Ramakrishnan Menon
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This is a computer-generated document and hence no signature needed for suppliers in India. If you are registered under MSME for the first time, please provide the certificate copy to avail the terms of payment as per MSME or else will be considered as Non-MSME member. Every Invoice should have Wittur Part # & PO # and position # against which it is supplied. ASN if applicable, to be sent along with every invoice. PO confirmation to be given within 3 working days to buyer. After 3 days, PO & its clauses will be assumed to be accepted by the supplier. Suppliers to Confirm latest drawing Revision No. as per PO. If any Discrepancy, it should be immediately communicated to Buyer.

General Terms & Condition

General conditions

The legal relationships between the Supplier and the Buyer shall be governed exclusively by the following Terms and Conditions of Purchasing. No conflicting or divergent conditions shall be accepted. These General Terms and Conditions cover all goods and services supplied in connection with purchase contracts and contracts for work and materials and apply exclusively to all legal relations between the Supplier and the Buyer. Insofar as no applicable specific or supplementary regulations are contained herein, the provisions of the general law shall apply. Individual agreements shall prevail over these General Terms and conditions. The acceptance of goods or services without reservation (hereinafter uniformly referred to as "goods" or "supplied items") or unconditional payment by the Buyer in no way signifies acceptance of the General Terms and Conditions of the Supplier.

Offer, Orders and Calls for Delivery

If the Buyer asks the Supplier to submit an offer, the Supplier must meet the specifications precisely in terms of quantity and characteristics, and expressly notify the Buyer if there are any deviations. The offer must be submitted free of charge. Delivery contracts (orders and acceptances) and requests for delivery must be in writing. Once agreed in writing, orders and requests for delivery can also be made in text form (fax or email). Verbal agreements made after the contract has been concluded, in particular subsequent amendments and supplements to our Terms and Conditions of Purchasing, as well as subsidiary agreements, must be confirmed in writing by the Buyer. The Buyer may ask for reasonable design and construction modifications to be made to the supplied items. The repercussions, especially with respect to price differences and changes in delivery deadlines, must be negotiated in a reasonable, amicable manner. Changes to the object of the contract by the Supplier require the prior written consent of the Buyer. Purchase orders shall be binding only if issued by Buyer in text form. Purchase orders shall be deemed to have been accepted if the Supplier does not object to such within 2 weeks of receipt in text form and, in relation to any calls for delivery in terms of order planning, if the Supplier does not object to such within 5 work days of receipt in text form. Notwithstanding the above, each step taken by the Supplier to fulfil a purchase order or call for delivery shall constitute an acceptance of the respective purchase order or call for delivery.

Prices, Payment

The agreed prices are fixed prices and include packing and freight costs but is subject to any applicable turnover tax or similar tax applicable under the law. Payments shall be due within 90 days of receipt of the performance or, if Buyer is sent an invoice or equivalent payment statement after receipt of the performance, after the receipt of such document. Payment by Buyer shall not constitute any recognition of the goods or services being contractually compliant. If goods delivered early are accepted, the due date for payment shall be based on the agreed payment deadline; in cases of doubt, it shall be no earlier than after the agreed delivery date.

Delivery and deadlines, Late delivery, Contractual penalties

The delivery deadlines and periods quoted in the order are binding. The factor used to determine whether the delivery deadline or period has been met is receipt of the goods at the place of use or fulfilment specified or agreed by the Buyer. In business relations with entrepreneurs, the place of fulfilment is the plant of the Buyer specified in the order, unless another plant is specifically named. If, in exceptional circumstances, the goods are not "delivered duty paid" (DDP pursuant to Incoterms 2010), the Supplier must prepare the goods for dispatch promptly, allowing the customary length of time for loading and dispatch, and ship these deliveries at the lowest available cost, unless the Buyer has specified a different form of transportation in writing. In other respects, the Supplier shall negotiate with the Buyer's haulage contractor. The Buyer is entitled to accept or reject deliveries if this is required for the proper use of the Buyer's specific products and does not constitute a reasonable objection. The Buyer may accept or reject deliveries if the Supplier does not obtain the required approval. If the Supplier delivers goods without the express consent of the Buyer, the Buyer shall be entitled to refuse to accept them and to return them with a third party at the Supplier's expense and risk. According late delivery of goods or services without reasonable cause, the Supplier shall be liable to pay a late delivery fee. If the Supplier anticipates problems which might prevent him from meeting the deadline or supplying the agreed quality of goods, it must inform the Buyer immediately, stating the reasons and detailing the consequences and suitable preventative measures. If a faster mode of transportation is required to meet the delivery deadline, the Supplier shall bear the additional cost. The Buyer is also entitled to impose a contractual penalty of 0.5% for each commenced week of default, up to a maximum of 5 % of the total value of the order. The contractual penalty shall be offset against any compensation claims awarded as a result of failure to meet the deadline. If the Supplier is responsible for installation or assembly, it shall meet all the necessary ancillary costs unless otherwise agreed. The Supplier shall bear the risk until acceptance by the Buyer or its representative at the place to which the goods are to be delivered as per the contract. The Supplier guarantees that outgoing goods will be examined thoroughly to ensure zero-defect delivery. They are accepted with the proviso that they will be examined for defects, in particular to ensure that they are accurate, complete and fit for purpose. The Buyer is entitled to inspect the supplied items to the extent and as soon as this is possible in the ordinary course of business. It shall notify the Supplier immediately of any defects it discovers. To this extent, the Supplier waives the objection of late notification of defects. Unless other evidence is provided, the numbers of items, weights and dimensions ascertained by the Buyer during the incoming goods inspection shall be authoritative. The Buyer has the right to use software included in the scope of delivery and its documentation, with the agreed performance characteristics, in accordance with the contractually agreed use of the product. It may also create a back-up copy without express consent having to be granted. The place of delivery for any supplies shall be the place of receipt or use (Buyer address stated in the purchase order). The transfer of the risk for goods from the Supplier to Continental shall take place in accordance with the agreed Incoterm. If no such agreement has been made, delivery shall be DDP (Incoterms 2010 International Chamber of Commerce at Paris) to the place of receipt or use set out in the Purchase Order.

Packaging, delivery note, invoice, origin of goods

Unless it is supplied on loan, the packaging is to be charged at its documented cost price and itemized separately in the offer. At the Buyer's request, the Supplier must remove the packaging at its own expense unless otherwise agreed in an individual case. The Buyer must be issued with a delivery note for each consignment. Duplicates must be marked as such. The invoice must contain at least the following information: supplier number, date and number of purchasing order and/or call for delivery and purchase agreement, quantity and material number, number and date of delivery note, gross and net weight (stated individually), additional Buyer data (e.g. unloading point) and agreed price/unit. If the invoice relates to more than one order, the abovementioned information is to be itemized for each order. The invoice may only refer to the delivery date. If the Supplier neglects to supply the minimum information required, it shall be held accountable for any resulting consequences, including administration and payment delays, unless it can demonstrate that it was not responsible for these consequences. A supplier resident in the EU must document the country of origin of the goods to the Buyer by means of a long-term supplier declaration; a supplier not resident in the EU must produce a preference certificate or certificate of origin. The Buyer must be in-formed automatically and without delay if the country of origin changes. The Supplier shall indemnify the Buyer against any costs arising from its use of inaccurate, incomplete or erroneous information or documents of origin.

Quality and documentation

The Supplier warrants that the quality of the goods to be supplied to Buyer shall conform on an on-going basis with the latest state of science and technology at the time. Any changes to the product or processes must be reported. The Supplier shall establish and maintain a suitable, documented quality assurance system corresponding to the latest state of the art. In this regard a "zero-defect strategy" shall be binding. The Supplier shall keep records, in particular in relation to its quality inspections, and shall make such available to Buyer upon request. The Supplier hereby agrees to quality audits by Buyer or, a party appointed by Buyer, for the evaluation of the effectiveness of the Supplier's quality assurance system and, if necessary, such shall involve a customer of Buyer. The Supplier shall be responsible for all rules and agreements with Buyer being passed on to and implemented by its subcontractors. In its quality documentation for all products, the Supplier must record when, how and by whom defect-free production was ensured. These records must be kept for 15 years and submitted to the Buyer for scrutiny upon request. The Supplier may reduce this period if it can exclude the possibility that use of the products may be hazardous to life or health. The Supplier must impose the same obligation on its own suppliers to the extent permitted under the law. The Supplier is aware that WITTUR's products are used worldwide. Consequently, the documentation and technical data sheets it produces are to be written in at least English.

Warranty, liability

Unless otherwise specified below, the legal provisions governing material defects and defects of title shall apply. The warranty shall extend to the delivery of goods and services of the Supplier's sub-suppliers. The Buyer shall be entitled to claim for any defect if such defect is not known to the Buyer at the time of the concluding of the contract for reasons of gross negligence. Buyer shall have the right to determine the type of any subsequent performance. The Supplier may refuse to perform the type of subsequent performance selected by the Buyer only if such is inequitable. The Supplier shall bear all costs resulting from any subsequent performance including any costs of the disassembly or re-installation of defective parts, transport costs, as well as disposal costs and any other costs connected with the subsequent performance. If the Supplier does not fulfil its obligations for subsequent performance within the time period set by Buyer, the Buyer may rectify any defect itself or have such undertaken by a third party and require the Supplier to compensate for the necessary costs and expenses. If any subsequent performance by the Supplier is unsuccessful, if the Supplier is in delay with any subsequent performance or in any other urgent cases, no setting of a further deadline shall be necessary and the Buyer may undertake the necessary measures itself or through a third party at the cost and expense of the Supplier. Buyer shall notify the Supplier before the undertaking of any such measures. If this is not possible, the measures may be undertaken without previous notification in urgent cases where it is necessary to prevent damage; in such cases the Buyer shall give notification without undue delay thereafter. The warranty obligations of the Supplier shall not be affected thereby; this shall not apply to any defects attributable to measures carried out by the Buyer or a third party. The warranty period shall expire 24 months after final commissioning by the end customer, but no later than 36 months after delivery to the Buyer. In the case of defects of title, the Supplier shall also indemnify the Buyer and its customers against third-party claims. A period of limitation of ten years applies in the case of defects of title. If parts of the delivery are repaired within the period of limitation, this period shall be interrupted until such time as the Supplier has completely fulfilled the claims for subsequent performance. The Buyer's expenses resulting from defective delivery of the object of the contract, in particular transportation, infrastructure, work and material costs or the costs for a more scrupulous inspection of incoming goods than is normally required, shall be borne by the Supplier, which shall also be responsible for costs borne by the Buyer on behalf of its customers, especially if the Supplier is responsible for a breach of a contractual duty in the form of failure to deliver. If a product which it has manufactured and/or sold is returned to the Buyer because the object of the contract delivered by the Supplier is defective, or if the purchase price paid to the Buyer is reduced or a claim is made in another way as a result, it reserves the right to seek redress from the Supplier; no time-limit shall apply as would normally be required for rights relating to defects.

Assignment of claims

The Buyer may withhold payment or declare set-off in the case of counterclaims

Other liability

In the case of product liability claims against the Buyer, the Supplier shall indemnify the Buyer inasmuch as and to the extent to which the damage was caused by a defect in the goods delivered by the Supplier. However, in the case of fault-based liability, this shall only apply if the Supplier is at fault. If the cause of the damage lies in the area of responsibility of the Supplier, the burden of proof shall be borne by the latter. In such cases, the Supplier shall bear all the costs and expenses, including the costs of any prosecution or recall campaign. The Supplier undertakes to contract public liability insurance and product liability insurance, which includes cover for product-related damage and recall expenses. Cover of up to € 2 million per occurrence must be provided for each of the areas of personal injury and property damage, and product-related damage and recall expenses. If the Supplier becomes aware of accidents or other events of significance to the product safety of the supplied goods, it must inform the Buyer accordingly at once, and for-ward any related documents in its possession to the latter.

Inventions, industrial property rights

The Supplier hereby grants the Buyer free, transferable rights of use for an unlimited period to patentable inventions arising from the legal relationship between the Supplier and the Buyer, in particular where development services are provided. The Supplier shall ensure that it can meet its obligation of utilization and transfer as far as organizational matters are concerned. The Supplier is aware that the Buyer's products are used worldwide. It gives its assurance that it informed the Buyer before the contract was awarded of the use of published and unpublished industrial rights and industrial rights applications owned or licensed by its company, in respect of the supplied items. If claims are made against the Buyer because of a breach of an industrial right abovementioned, the Supplier shall intervene in the dispute and bear all the costs. Should there be a breach of third-party rights, the Buyer shall be entitled to compensation from the Supplier for the loss or damage arising therefrom, regardless of its level of culpability in the matter. The Buyer shall be entitled to obtain a permit from the rights holder at the Supplier's expense to use the goods or services concerned.

Title

The Supplier may only enforce retention of title rights if these are the subject of a separate explicit agreement. No extended or expanded retention of title shall be deemed to have been agreed. The Buyer retains all proprietary rights and copyright relating to its illustrations, drawings, models, templates, calculations and other documents and information. The Supplier may only use the above documents and information for the purpose of manufacturing the object of the contract in accordance with the Buyer's order. They shall be kept by the Supplier on behalf of the Buyer and must be returned automatically to the Buyer once the contract has been fulfilled. The Supplier is responsible for the care, maintenance and partial renewal of the abovementioned items and shall bear all associated cost and expenses. The Buyer shall retain title in all items it provides to the Supplier. Any processing or reconfiguring by the Supplier shall proceed on behalf of the Buyer. If the property of the Buyer is processed with the goods of others, the Buyer shall acquire co-ownership of the new product in the proportion of the value of the Buyer's own property (purchase price plus VAT) to that of the other items processed at the time of processing. If an item provided by the Buyer is mixed with the items of others, the Buyer shall acquire co-ownership of the new product in the proportion of the value of the Buyer's own property (purchase price plus VAT) to that of the items with which it is mixed at the time of mixing. If mixing takes place in such a way that the Supplier's item is to be regarded as the main item, it is agreed that the Supplier shall transfer a proportional share in ownership to the Buyer. The Supplier shall keep the sole title or co-title on behalf of the Buyer. The Buyer shall retain all rights, in particular, to all tools, moulds and other manufacturing equipment which it makes available to the Supplier for the purpose of fulfilling the contract. They may only be used for the purpose of manufacturing in accordance with the Buyer's order. They shall be kept by the Supplier on behalf of the Buyer and must be returned to the Buyer once the contract has been fulfilled. Tools, moulds and other manufacturing equipment made by the Supplier itself to complete an order and which are invoiced separately to the Buyer in full shall become the property of the Buyer at the time of their manufacture. If only part of the cost is invoiced, the Buyer shall acquire only pro rata ownership; the Buyer is entitled at any time to demand to complete transfer of ownership of the remaining part of the item. Tools, moulds and other manufacturing equipment which are not invoiced separately to the Buyer shall be supplied to the Buyer immediately at the latter's request after completion of the contract or if the contract is terminated prematurely. If the Buyer only has co-ownership of the tools, moulds or other manufacturing equipment, this shall apply only if it acquires sole ownership concurrently with payment of the outstanding cost. The Supplier must undertake to provide adequate insurance against fire and water damage and theft at its own expense for the tools, moulds and other manufacturing equipment referred to in clauses 12.5 and 12.6. The Supplier hereby assigns all claims arising from this insurance to the Buyer, and the Buyer hereby accepts the assignment. The Supplier must conduct servicing, inspection, maintenance and repair work when it is due and at its own expense. The Supplier must give notification of any damage or breakdowns at once. The Supplier must hand over goods whose return is requested in a due and proper condition. These provisions shall supplement those concluded in any tool rental agreement.

Spares Parts

The Supplier shall keep in store spare parts for the goods supplied to the Buyer for a period of at least 15 years after supply. Subject to the prior written agreement of the Buyer the Supplier may cease production of spare parts for the goods supplied to the Buyer. Written notification to the Buyer of the intent to cease production must - subject to the above - take place at least 12 months before the actual ending of production.

Confidentiality

No information made available by the Buyer (including characteristics which can be obtained from items, documents or software to which the Supplier has been given access, as well as other knowledge or experience) may be divulged to third parties for as long as and inasmuch as it cannot be shown to be generally known. It shall remain the exclusive property of the Buyer, and may only be divulged to individuals at the Supplier's company on a need-to-know basis for the purpose of affecting the delivery to the Buyer; such persons are in turn obliged to observe confidentiality. Information of this kind may not be copied or used commercially apart from in connection with deliveries to the Buyer itself, except with the latter's prior written consent. At the Buyer's request, all information originating with its company, including copies, recordings and loaned items, must be returned or disposed of immediately and completely, and a suitable written declaration made to this effect at the time. The Buyer retains all rights to such information (including copyright and the entitlement to apply for industrial property rights). If the Buyer has received such information from third parties, this proviso shall also apply vis-à-vis these third parties. Items made on the basis of documents drafted by the Buyer, such as drawings, models, etc., or on the basis of its confidential information or with its tools or copies thereof, may neither be used by the Supplier itself, nor offered or supplied to third parties. This shall also apply mutatis mutandis to print jobs. The obligation to observe confidentiality shall survive the termination of the contract. It shall expire only when confidential information becomes generally known without the Supplier having been in breach of the confidentiality commitment. The Supplier shall impose a corresponding obligation on sub-suppliers.

Force majeure

In the case of force majeure, industrial disputes, operational disruptions arising through no fault of its own, unrest, official measures or other unavoidable incidents, the Buyer shall be entitled – notwithstanding its other rights – to withdraw from the contract in whole or in part, if as a consequence there is a serious reduction in its requirements and the situation persists for an extended period.

Safety and environmental protection

Packaging must be designed in such a way that it is easy to separate and can be recycled, mixed containers are avoided, and materials from natural renewable raw materials are used. The corresponding product and material information is to be supplied. The Buyer shall only accept hazardous materials if upon delivery the Supplier produces a safety data sheet which complies with the relevant legislation (e.g. the Regulation on the Carriage of Dangerous Goods by Road and Rail and the Recycling and Waste Management Act). Persons working on the Buyer's premises for the purpose of fulfilling the contract must observe the applicable factory regulations. Such persons must also attend a safety briefing by the Buyer's representative and sign the records in confirmation of this. If several individuals are present on the Supplier's side, the Buyer may request that the relevant individuals attend the safety briefing. The Supplier must observe the applicable regulations for the protection of the environment and the protection of health and safety at work. In the event of an accident or other emergency, the Supplier must take all necessary measures to prevent damage to the environment and to prevent the occurrence of an accident. The Supplier must not intentionally or grossly negligently breach of duty on the part of the legal representative or vicarious agent of the Buyer. If there are grounds for assuming that the delivery of goods or services does not comply with applicable safety requirements or even that the intended use of the delivery or service might be extremely hazardous, the Buyer may demand an itemized report on compliance with the provisions relating to equipment safety law. If the Supplier cannot produce this report at all or by a reasonable deadline, the Buyer shall be entitled to withdraw from the contract.

The service provider should be responsible and accountable when engaging into the project with complying Safety conditions – a) All necessary respective PPE's must be wear at any time during the work carrying out.b) Work permit system to be adhered after starting work. Risk assessment document (HIRA) for the complete task to be submitted before starting project. c) Equipment's / Machines has to be in good condition and will be inspected. No machineries will be allowed without inspection. d) Fire extinguisher (Wittur will provide) must be available with them for their welding/gas cutting tasks. e) In case, if contractor are using any hazardous substance, they must be intimate earlier and it should be disposed properly by themselves. f) All contract employees must attend the Toolbox meeting before starting their project. g) Use of Caution boards, Barricades, Safety nets, etc. during engaged with the contract activity. h) Provide Skill related Certificates / License / Authorization Letter by supplier of persons for critical jobs. i) Provide Layout/design/sketch (if available). j) Submit Medical / Fitness certificates (for Welders, Height workers). k) Submit ESI or Insurance (Health or Medical Insurance). l) The Contractor evaluation will be conducted by the Wittur HSE Team to verify their EHS compliance. m) Penalty clause is applicable as per agreed terms.

Final provisions

Chennai shall be the exclusive legal venue for all disputes arising directly or indirectly from contractual relationships which exist on the basis of these Terms and Conditions of Purchasing. The Buyer is further entitled to bring a lawsuit against the Supplier at the court in whose jurisdiction its headquarters, its branch or its place of fulfillment are situated, at its own discretion. Contractual relationships shall be governed exclusively by German law, with the exclusion of the conflict of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). If one of the parties to the contract ceases payment, or if insolvency proceedings are initiated against its assets or an application is made for judicial or extra-judicial composition proceedings, the other party shall be entitled to withdraw from the part of the contract which remains to be fulfilled. If one of the provisions of these Terms and Conditions of Purchasing or of the other agreements which are concluded or becomes ineffective, this shall not affect the validity of the remaining Terms and Conditions of Purchasing. The parties to the contract must undertake to substitute the ineffective provision with one whose commercial intent approximates as closely as possible to it.

GST clauses (with effect from 01 July, 2017)

1. The invoice / debit note / credit note issued by the vendor shall contain the mandatory particulars as prescribed by Section 31(1) of CGST Act and the rules framed thereunder.
2. The vendor shall pay the CGST / SGST / IGST charged in respect of supply to the Government as prescribed by Section 49 of CGST Act and the rules framed thereunder.
3. The vendor shall file the GST return for respective periods within the due dates as prescribed by Section 39 of CGST Act and the rules framed thereunder.
4. Any delay in obtaining credit or loss of credit due to non-disclosure or incorrect disclosure of transactions, taxes in the forms / returns uploaded by the Supplier would be recovered from the "Vendor".
5. For any short receipt of goods, upon intimation, the vendor shall raise credit note with tax immediately and shall upload all such credit or debit note in GST Returns for respective periods within the due dates as prescribed by Section 39 of CGST Act and the rules framed thereunder.
6. Every invoice should have Supplier's SGST / CGST / IGST code printed on invoice.