

Netmagic IT Services Pvt. Ltd.

Lighthall, 'C' Wing, Hiranandani Business Park, Saki Vihar Road,
Chandivali, Mumbai - 400072
Tel: +91 22 4009 5099 | Fax: +91 22 4009 9101 | www.netmagicsolutions.com

**Purchase Order**

Supplier: 0000000538	Purchase Order NMITS-CNI0008879
CONNECTIVITY IT SOLUTIONS PVT LTD	PO Creation Date 08/DEC/2017
# 1877, 3rd Floor, "Gangothri", 31st Cross,	PO Approval Date
10th Main, Banashankari 2nd Stage	Page 1 of 7
Bangalore KA 560070 India	Netmagic GSTIN 27AACCN2366D1ZO
Contact Person : H N NARASIMHAMURTHY	Buyer NIKHIL CHAKRABORTY
Phone No : 984/411-5331	Quotation Reference SQ-CS-INR-001SRNM-17-18
Email Id : MURTHY@CONNECTIVITYSOLUTIONS.IN	Ship Via Default
PAN No : AAGCC1283L	Currency INR Currency Conversion 1
GSTIN : 29AAGCC1283L1ZC	State MH State Code 27

Please supply following in accordance with instructions given below & subject to standard conditions mentioned overleaf.

Bill To: Netmagic IT Services Pvt. Ltd. Ground, First & Second Floor Mehra Industrial Estate, LBS Marg, Vikhroli (West) Mumbai MH 400079 India	Ship To: Netmagic IT Services Pvt. Ltd. Ground & Mezzanine Floor, Universal Knitting Mills Pvt. Ltd. Building, Mehra Estate, LBS Marg, Vikhroli (W) Mumbai MH 400079 India
Expected Delivery Date: 02/JAN/2018	
LD/Penalty Clause :	
Payment Terms : 60 Days after delivery with proper invoice	
Warranty Details: As per OEM Standard	
Packing Details : NA	
AMC details : NA	
Transportation Charges: NA	
Transit Insurance Charges: NA	
Loading/Unloading Charges NA	
Nature of Procurement: Inter State	
Total Order Value: INR 61,360.00 Rupees Sixty-One Thousand Three Hundred Sixty Only	
Bill of Material : Appendix A	
Terms of Condition : Appendix B	
Remarks : NA	

Note :
Appendix A and Appendix B form an internal part of this purchase order .



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Purchase Order

Supplier: 0000000538	Purchase Order	PO Creatio	Page
CONNECTIVITY IT SOLUTIONS PVT LTD	NMITS-CNI0008879	08/DEC/2017	2 of 7

Appendix A - Bill of Materials

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Purchase Order

Supplier: 0000000538 CONNECTIVITY IT SOLUTIONS PVT LTD	Purchase Order NMITS-CNI0008879	PO Creation 08/DEC/2017	Page 3 of 7
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Appendix B - Terms & Conditions

- 1.0 APPLICABILITY OF ORDER:** This order is an offer by Netmagic IT Services Private Limited (hereinafter referred to as "Company") to Seller and becomes a binding contract subject to the terms hereof, when accepted by acknowledgement or commencement of performance by Seller. Company objects to all additions, exceptions, or changes to these terms, whether contained in any printed form of Seller or elsewhere, unless approved by Company in writing. In case the seller does not give written acceptance of this PURCHASE ORDER within 7 days, then the PURCHASE ORDER shall be deemed to have been accepted by the seller.

GOODS shall mean all the items to be supplied under PURCHASE ORDER whether raw material, processed material, equipment, fabricated products, services, drawings or other documentations as specified and defined in the PURCHASE ORDER.

This PURCHASE ORDER is for the supply by SELLER of Equipment /Fished products stated herein , Which may consist of labour, materials, manufacturing processes, Installation, Testing & Commissioning , and preparation for shipment, delivery, and documentation, as necessary to ensure supply of GOODS and/or services complying to the scope & Specifications attached herein.

- 2.0 PRICE:** Unless otherwise specified the prices stated on this order include all charges for packing, hauling, storage, Insurance, transportation to point of delivery, and taxes throughout the delivery chain. Sales and other applicable taxes as specified in this purchase order shall be payable by Company and the same shall be stated separately in Sellers invoice.

Specified prices are not subject to any variance within contractual period.

- 3.0 CHANGES:** Company may at any time make changes in the scope or quantity of the GOODS covered by this order ("GOODS") or in other terms hereof, in which event a proportionate adjustment will be made to any price, time of performance, and other provision of this order if appropriate. Substitutions or changes in manufacturing site, process or testing, or product quantities, specifications, materials or components by Seller shall not be made without Companys prior written approval. The Company assumes no obligation to goods delivered in excess of those specified ordered.

- 4.0 DELIVERY:** a) The GOODS shall be delivered to the destination and in accordance with the schedule set out in this order. If Seller fails to, or it appears to Company that Seller will fail to, meet such schedule, Company may, in addition to all other rights and remedies provided herein or at law, require Seller to deliver the GOODS via an expedited mode or route to meet such schedule or to reduce the delay caused, and the difference in cost of delivery shall be borne by Seller. b) Over-shipment of Goods not approved by Company in writing will be returned at Sellers expense if such over-shipment exceeds as per the quantity stated in Companys PURCHASE ORDER c) Delivery shall be deemed to have been completed upon written acceptance of the GOODS by Company. d) All shipping terms are in accordance with applicable INCOTERMS mentioned in the PURCHASE ORDER.

LD clause / Penalty Clause: 0.5% per week subject to a maximum of 5% for delayed portion of PO value unless otherwise specified in purchase Order.

- 5.0 WARRANTIES:** a) Seller expressly warrants that the GOODS delivered shall be merchantable, shall conform to this order, to specifications, drawings, and other descriptions referred to in this order, and to any accepted samples, shall be free from defects in materials and workmanship, shall be free from defects in design unless the design was supplied by Company, shall be fit and safe for the intended purposes. Seller warrants that it is duly licensed to deal in, and that it has clear title to, the GOODS and that the GOODS shall be delivered free of liens and encumbrances. b) All these warranties and other warranties as may be prescribed by law shall extend to Company, its successors, assigns and customers and to users of the GOODS and shall survive acceptance of the GOODS. SELLER agrees to Comply with relevant clauses as stated in the scope & Specification documents, attached with this Purchase order.

- 6.0 INSPECTION AND TESTING:** The GOODS are subject to Companys inspection, testing and approval at Companys specified delivery location. Company reserves the right to reject and refuse acceptance of any GOODS which are not in accordance with this order or Sellers representations on warranties, express or implied. Company will charge Seller for the costs of inspecting rejected GOODS. SELLER shall rectify / repair / replace the damaged / wrongly supplied /rejected GOODS to the satisfaction of COMPANY at no extra cost and within reasonable time agreeable to COMPANY. Rejected GOODS may be returned to Seller, or held by Company, at Sellers risk and expense. Payment for any GOODS shall not be deemed acceptance of the GOODS. All GOODS must strictly be of the approved specimen in terms of quality, quantity, specifications, description, weight and measurement. b. Any variation, unless previously & specifically agreed to and confirmed by Company, shall lead to automatic rejection of the order and no liability will accrue to Company for such rejection. COMPANY at its sole discretion shall have the opinion to dispose the material or GOODS so rejected and not taken back within forty-five days from the date of intimation of rejection.

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Purchase Order

Supplier: 0000000538 CONNECTIVITY IT SOLUTIONS PVT LTD	Purchase Order NMITS-CNI0008879	PO Creatio 08/DEC/2017	Page 4 of 7
--	---	----------------------------------	-----------------------

- 7.0 RECALL:** In the event that a recall of the GOODS is necessitated by a defect, a failure to conform to the specifications, applicable laws, or any other reason within Sellers control, or arising from Sellers default or negligence, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, customer refunds, costs of returning GOODS, lost profits and other expenses incurred to meet obligations to third parties.
- 8.0 COMPLIANCE WITH LAWS AND REGULATIONS:** In filling this order, Seller will comply with all applicable Indian laws and other laws (including local laws) applicable to the Seller and regulations thereto, including but not limited to laws and regulations relating to environment, health, safety, trade and labour.
- 9.0 QUALITY CONTROL:** The GOODS shall meet Companys specifications and shall be subject to quality control inspection by Seller in accordance with Sellers quality control standards. As stated in the scope & Specification documents, attached with this Purchase order, GOODS shall be inspected by COMPANY / END USER and / or third party inspection agency nominated by COMPANY.
- 10.0 INDEMNIFICATIONS:** In addition to all other rights and remedies provided herein or at law, Seller shall defend, indemnify and hold Company, its successors, assigns, employees, customers and users of the GOODS harmless with respect to all claims, liability, damage, loss and expenses including attorneys fees incurred, relating to or caused by:
a) actual or alleged patent, copyright, or trademark infringement or violation of other proprietary right, arising out of the purchase, sale or use of the GOODS; b) actual or alleged defect in the design, manufacture or material of the GOODS; c) actual or alleged breach of warranty, express or implied; d) failure of Seller to deliver the GOODS on a timely basis; or e) failure of the GOODS to meet the requirements of any laws or regulations. In the event of a claim under this paragraph, Company may at its option terminate this order or defer acceptance of the balance of the GOODS ordered until the claim is resolved.
- 11.0 RISK OF LOSS:** Seller shall bear the risk of loss or damage to the GOODS until they are delivered to and accepted by Company.
- 12.0 COMPANY FURNISHED MATERIAL:** Seller shall not use, reproduce, or appropriate for or disclose to anyone other than Company, any material, tooling, dies, drawings, designs, equipment or other property or information furnished by Company ("Material") without Companys prior written approval. Title to all Material shall remain in Company at all times, and where practicable the Material shall be clearly marked or tagged to indicate this Ownership. Seller shall be fully accountable to Company for the location and condition of the Material. Seller shall bear the risk of loss or damage to the Material until it is returned to Company. All Material, whether or not spoiled or used, shall be returned to Company at termination or completion of this order unless Company shall otherwise direct. Unless otherwise provided, all cost of maintenance and repair of the Material shall be at Sellers expense.
- 13.0 REFERENCES TO COMPANY:** Except to the extent required by law, Seller shall make no reference, advertisement or promotion regarding Company or Companys purchase or use of the GOODS without the prior written consent of Company.
- 14.0 USE OF SELLERS INFORMATION:** All information disclosed to Company in connection with this order is furnished as part of the consideration for Companys placement of this order. This information is not to be treated as confidential or proprietary and no claim will be asserted against Company, its assigns, or customers for its disclosure or use.
- 15.0 TERMINATION:** a) Company may terminate this agreement and/or any order placed under this Agreement in whole or in part, without liability: (i) if Company anticipates Sellers breach of this order and Seller does not provide adequate assurance of its performance within seven (7) days of Companys request; (ii) if deliveries are not made at the time or in the quantities specified; (iii) in the event of a breach or failure by Seller to meet other terms of this order, or This right shall be in addition to any other remedies provided to Company by law; or (iv) if Seller becomes insolvent or is subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors. In the event of termination under this paragraph, Company may recover all moneys paid under this order together with any incidental and consequential damages.
- In addition to all other rights and remedies provided herein or at law, a) Company may also purchase GOODS in substitution for the GOODS due from Seller and shall recover from Seller as damages the difference between the cost of such purchase and the contract price of the GOODS. b) Company may terminate this order, in whole or in part, at any time at its convenience by way of 30 (Thirty days) notice to Seller in writing. (unless otherwise specified specifically in PURCHASE ORDER) Company c) The right of termination under this paragraph shall be in addition to all other rights and remedies provided herein or at law.
- 16.0 SET OFF:** Any counterclaim against Seller or any of its affiliated companies by Company or any of its affiliated companies which arises out of this or any other transaction may be set off against any money due to Seller under this order.

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Supplier: 0000000538 CONNECTIVITY IT SOLUTIONS PVT LTD	Purchase Order NMITS-CNI0008879	PO Creation 08/DEC/2017	Page 5 of 7
--	---	-----------------------------------	-----------------------

- 17.0 ASSIGNMENT AND SUBCONTRACTING:** Seller shall not assign this order or subcontract any material portion of the performance of it without Company's prior written consent.
- 18.0 APPLICABLE LAW & JURISDICTION OF THE COURTS:** This agreement and/or any order and the performance under it shall be controlled and governed by the law of India, and Seller hereby submits to the exclusive jurisdiction of the courts at Mumbai, India alone for purposes of resolving any dispute. E-mail communication shall be accepted as a legal notice / legal claim on either party. The party may choose to serve such notice communication at the registered address only by registered post /reputed courier and addressed to the appropriate authority.
- 19.0 PACKING AND FORWARDING** a. Wherever as per the terms of contract, title to the GOODS does not pass to Company on delivery of the GOODS to the transporter. It shall be Seller's responsibility to arrange for secure packing and safe delivery at specified Company location / address. Short delivery, breakages or damages will be deducted pro-rata from bills unless replaced free of cost with GOODS of identical specifications. b. Company in any event will not accept any responsibility for loss or damage of GOODS in transit. c. Packing and forwarding charges will not be paid unless previously agreed and approved.
- 20.0 DELIVERY AND DOCUMENTS** a. Company retains the right to inspect the GOODS before the delivery. b. Seller shall arrange for delivery of GOODS as advised by Company and on failure of the same Company reserves the right to cancel the order. c. All delivery and documents should be made and addressed to the location mentioned in the PURCHASE ORDER
- 21.0 INSURANCE** a. Transit Insurance shall be arranged by Seller or were agreed otherwise, with a reputed insurance company at Seller's cost. b. The details of the insurance policy such as policy number, date, amount of insurance paid etc. shall be informed to Company at the time of dispatch of material. All claims to the insurance company arising out of damage during transit or any other risk covered by the policy shall be followed up by Seller till the final settlement of the claim at Seller's cost.
- 22.0 RISK AND TITLE** a. The risk and title to the GOODS shall normally pass to Company only after the delivery of GOODS by Seller upon acceptance of the same by Company. In case of supply of equipments (AC/Transformer/DG/ AHU/IT equipment for instance) which, as per the contract, need to be installed by the Seller at our premises/work sites etc., risk and title to such equipments shall pass to Company only on satisfactory installation and acceptance of the equipment by Company.
- 23.0 INVOICING** Invoices should be submitted in triplicate along with shipping documentation (As Applicable) against each order within 10 days after delivery of GOODS and must contain the following information(including purchase order number) : a The invoice must be as per prevalent GST law and/or other applicable legislations, rules, guidelines and regulations (as amended from time to time). Duplicate for transporter copy of such invoice must be sent along with the consignment and the original for the Company should be sent separately. GST Registration number, HSN and/or SAC code and other applicable statutory details should be mentioned on the invoices.
- 24.0 PAYMENT** a. On satisfactory completion of supply and/or commissioning/installation, Company will release the payment as per agreed rates and other conditions specified in PURCHASE ORDER. No payment or allowance will be made for any extra work done or material supplied without an amendment to this PURCHASE ORDER. b. Payment will be made by Account Payee cheques / demand draft or any other appropriate banking instrument / mechanism within 60 days of submission of bills or acceptance of material whichever is later, subject to other terms and conditions specific or unique to a particular PURCHASE ORDER.
- 25.0 TAXES & OTHER STATUTORY COMPLIANCES** a. Taxes will be deducted as per applicable laws. b. Seller shall comply with all the laws, rules and regulations in force, and shall obtain all necessary approvals, permissions, licenses and / or registrations, etc. and maintain such registers and record as are prescribed there under. Seller shall keep such registers and records open for inspection by Company's officials and shall supply copies / extracts of the same at our request.
- The seller shall comply with all the GST and related laws. Seller shall also comply with GST related terms and conditions specified at clause No 31 of this PURCHASE ORDER.
- 26.0 INDEMNITY** a. Seller will indemnify and keep the Company indemnified against all losses, claims and demands suffered by or made against Company and defend Company against all actions, suits and proceedings taken against Company in respect of any legislation, statute or enactment and/ or rules and regulations or by laws framed there under, by virtue of Seller failure to observe or non-fulfilment of any statutory condition or by virtue of Seller negligence.
- 27.0 NOTICE OF CHANGE** Approved Sellers are required to notify Company in writing within reasonable time prior to making any change that may affect components to defined requirements. Some changes may require approval by Company prior to implementation of change

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Supplier: 0000000538 CONNECTIVITY IT SOLUTIONS PVT LTD	Purchase Order NMITS-CNI0008879	PO Creation 08/DEC/2017	Page 6 of 7
--	---	-----------------------------------	-----------------------

28.0 SAFETY OF COMPANY'S PROPERTY a. Whilst in the premises due to any reasons whatsoever, if Company property is, in any way, damaged, destroyed or mutilated by Seller or Seller's employees and / or agents, Seller will be totally responsible for the same and compensate Company for any loss.

29.0 MISCELLANEOUS a. Seller shall utilize any of the assets of the Company, solely for the purpose for which they have been entrusted. All confidential information, data, etc, that have been made available to Seller shall be utilized solely for the purpose of the work entrusted to Seller and shall not be disclosed to any third party under any circumstances. Company reserves its right to pursue all or any remedies, including but not limited to a claim for liquidated damages, for any breach of this confidentiality clause by Seller and / or Seller employees. b. Seller shall not claim any proprietary and / or any other right in respect of Company's trademarks and / or other intellectual property applied to Company in relation to the GOODS supplied by Seller hereunder. c. Company reserves the right to require Seller to furnish any undertaking with regard to confidentiality and nondisclosure obligation pertaining to any information / data gathered during the course of fulfilment of the order. e. All electrical / IT equipment supplied to the Company including software must be licensed with adequate certification.

30.0 GST Related Terms & Conditions

30.1 Notwithstanding anything contained in this PURCHASE ORDER, in case of any change in tax or introduction of a new tax, the contract price shall be increased or decreased by the amount of such increase or decrease in tax at actuals at the output side transaction of the Seller to Company. The Seller should ensure that any tax benefit arising to it as a result of changes in taxes or introduction of new taxes, including but not limited to Central Services and Services Tax Act, State Services and Services Tax Act, Union Territory Services and Services Tax Act and Integrated Services and Services Tax Act, shall be passed on by the Seller to Company.

30.2 The Seller shall provide the item wise breakup of contract price indicating separately the basic unit price and taxes, levies & duties applicable thereon. Company shall have no liability to reimburse/pay to the Seller the excess taxes, fees, levies etc.

30.3 If the taxes/fee levied/imposed are lower than the amount indicated in the price schedule, the Company shall be entitled to recover the difference from the Seller. The actual taxes as applicable shall also be considered for calculating the net tax benefit under GST.

30.4 The Seller shall be responsible for all procedural compliances related to the payment of Indirect Taxes, including CGST, SGST, UTGST, IGST under the contract including filing of returns and payment of taxes and shall solely be responsible for any proceedings initiated by the Central or State Government or any authority constituted under GST, in respect of any non-payment, short-payment, non-compliance, penalty, interest or other such issue, and for all liabilities and expenses related to such proceedings. Any costs arising to Company on account of default of the Seller in filing of returns or payment of taxes or both shall be borne entirely by the Seller.

30.5 The Seller shall issue appropriate tax invoice containing all prescribed particulars as required by the relevant statutory indirect tax legislation, including but not limited to breakup of applicable indirect taxes on the face of the invoice, as may be applicable to the supply being made. Any cost arising to the Company as a result of default made by the Seller in issuance of the tax invoice in a manner as required by the applicable legislation, which could result in denial of credit or not taking of credit by Company, shall be borne entirely by the Seller.

30.6 The invoice including the tax component shall be paid to the Seller only upon filing of returns showing the supply being made and payment of taxes as applicable to the supply, with the Government. In case of any credit mismatch arising with respect to a supply being made under this contract, it shall be the obligation of the Seller to resolve the same within 10 days of generation of the mis-match being communicated or coming to the knowledge of the Seller. Any cost arising to Company as a result of the above, which could result in denial of credit or not taking of credit by Company, shall be borne by the Seller.

30.7 In case of regular default by the Seller on payment of applicable taxes or filing of returns or issuance of proper documents entitling Company to avail credit, or rectifying the mismatch, then, notwithstanding anything contained in the contract, Company shall have the right to terminate the contract forthwith and also shall have the right to recover any loss arising to Company as a result of the default by the Seller, either by withholding the amounts due to the Seller or by recovering the said amount from the Seller.

30.8 Notwithstanding the provision contained in clauses above, Company shall not be liable to repay or bear any liability in respect of:

a. Payment of any taxes assessed or levied under GST by the Central or State Government or any other authority constituted under GST, which Company is liable for or on account of any act or omission on the part of the Seller for breach of this clause.

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Supplier: 0000000538 CONNECTIVITY IT SOLUTIONS PVT LTD	Purchase Order NMITS-CNI0008879	PO Creatio 08/DEC/2017	Page 7 of 7
--	---	----------------------------------	-----------------------

b. Any liability arising directly or indirectly or incurred by reason of any misrepresentation by the Seller to the Central or State Government or any other authority constituted under GST, in respect of indirect taxes including but not limited to Services and services tax, and the Services and services tax compensation cess, if applicable.

c. Any loss of credits or loss of benefit arising on account of non-filing of returns, non-payment of taxes, following the procedural compliances under GST, any compliances introduced under GST, or similar such defaults by the Seller.

d. Any proceedings initiated by the Central or State Government or any other authority constituted under GST, on the Seller, in respect of any non-payment, short-payment, non-compliance, penalty, interest or other such issue, and for all liabilities and expenses related to such proceedings.

If any proceedings initiated against Company by the Central or State Government or any other authority constituted under GST, as a result of any default of the Seller, then the Seller shall fully indemnify and compensate Company for any cost, liability, penalty, fine, interest, legal fees or any other such amount, as a result of such proceedings.

31.0 ANTI-BRIBERY AND CORRUPTION CLAUSE

31.1 The Vendor shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Indian Prevention of Corruption Act, 1988 and Prevention of Money Laundering Act, 2002, UK Bribery Act 2010 and US Foreign Corrupt Practices Prevention Act, 1977 and Company Anti-Corruption and Bribery Policy. The Vendor shall not engage in any activity, practice or conduct which would constitute an offence there under if such activity, practice or conduct had been carried out in the country in which the Vendor has business interests. The Vendor shall report to Company any request or demand which if complied with would amount to a breach of this Agreement. The Vendor shall ensure that any person associated in performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those hereby imposed on the Vendor. Breach of this Clause shall be deemed a material breach of this Agreement entitling Company to terminate the Agreement including the Services immediately without prejudice to other remedies Company may hold under law, equity or otherwise

32.0 COMMUNICATION

32.1 All communications, correspondence and documentation requested in this PURCHASE ORDER shall be addressed as follows:-

OWNER : PURCHASE TEAM

Netmagic IT Services Private Limited

Lighthall, C Wing, Hiranandani Business Park, Saki Vihar Road

Chandivali, Mumbai - 400072. Tel : 4009 9099 Fax : 4009 9101

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