

Purchase Order



Invoice To: Company OnMobile Spain S.L.C.I.F B86498110,Avenida de Europa 24 Edificio A, 1º C, 28108 Alcobendas, E-28108 MADRID,SPAIN		Ship To Location: OnMobile Spain (Subsidiary) OnMobile Spain (Subsidiary) E-00000 SPAIN		Order No: 7003000514 Date: 30.10.2017		
				Mode/Terms of Payment:30DK 30 days from receipt of invoice		
Supplier: CONNECTIVITY IT SOLUTIONS PTE. LTD. No.3, Shenton Way #13-06, Shenton House SINGAPORE 068805 SINGAPORE		Supplier's ref: 17-18-0788		Other Reference(s): PRO-42539		
		Shipping Instructions: Onmobile Global Spain SL,Avenida de Europa 24 , Edificio A, 1ºC, 28108 Alcobendas,Madrid (Spain). Conatct Person:Jean-Marc Edeline - +34672591101.				
		Terms of Delivery: EXW SINGAPORE				
Item	Material	Description	Delivery Date	Qty	Rate (USD)	Amount (USD)
10	103051	Dell EMC Unity 300 - 45 TB Storage	10.11.2017	1.00	46,182.63	46,182.63
20	103052	Dell EMC Unity 300 - 160 TB storage	30.10.2017	1.00	49,817.37	49,817.37
					Total	96,000.00
Amount Chargeable(in words) Ninety-six Thousand Us Dollars And Zero Cents						
Payment Terms: Warranty: Warranty - 3 Years ProSupport Mission Critical from the date of delivery.					For OnMobile Global Ltd. Authorised Signatory 	
Remarks: Terms and Conditions as per enclosed. 1.Vendor to ensure the material delivery as per agreed and specifications as per Annexure enclosed. 2.Installation at site in Spain as per SOW.						

NOTE: PO is electronically generated and does not require manual signature.

PURCHASE ORDER TERMS & CONDITIONS

ANY SUPPLY OF GOODS OR SERVICES WILL BE DEEMED TO BE ON THESE TERMS AND CONDITIONS UNLESS THEY ARE SPECIFICALLY EXCLUDED IN WRITING AND SIGNED BY CUSTOMER.

IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS

- a) "Customer" means the entity issuing the Purchase Order.
- b) "Goods" means the total of all or part of the products to be supplied under a Purchase Order as per the time, place and price specified in the Purchase Order.
- c) "Purchase Order (PO)" or "Order" means a completed purchase order form issued by Customer for the supply of goods and/or services as set out in the purchase order.
- d) "Services" means the provision of the obligations as detailed and defined in the Purchase Order.
- e) "Supplier" means the person or company indicated on the Purchase Order from whom Customer purchases the Goods.
- f) "Terms and Conditions" means the terms and conditions set out in this purchase terms and conditions document.

2. BASIS OF ORDER

- 2.1 It is expressly made clear herein that the representations of the Supplier and the details provided by the Supplier therein or a part or parts thereof, are found to be false or wrong or concocted or against facts or misleading, at any point of time during the currency of accompanying PO, Customer shall be entitled to terminate this accompanying PO forthwith and to recover liquidated damages and other compensation from the Supplier.

This PO with terms are final and vendor/Supplier/service provider has to come back within three (03) working days of receipt of this PO incase of any clarification. PO will be deemed to be accepted if there is no revert within above said days.

- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms and Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
- a) the Supplier issuing a written acceptance of the Order; and/or
 - b) the Supplier doing any act consistent with fulfilling the Order;

3. GOODS

- 3.1 The Supplier shall ensure and warrant that the Goods shall:
- a) be owned by Supplier on the date of shipment, free and clear of any liens and encumbrances of any kind;
 - b) correspond with their description and any applicable requirement and that the Supplier has good and unencumbered title to the Goods;
 - c) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the skill and judgement of the Supplier;
 - d) not infringe any third party intellectual property rights;
 - e) not cause any environmental issues when used accordance to the documentation;
 - f) shall be new and shall only contain genuine and original parts (if applicable).
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Oder.
- 3.3 The Supplier warrants that it has obtained and kept updated the current and all relevant documentation and testing certificates necessary to show full compliance of the Goods and all its packaging with all applicable laws (the "Documentation") and shall supply all such Documentation on demand to the Customer (and in no event no later than seven (7) calendar days after such Documentation having been so requested;

- 3.4 The Supplier shall notify the Customer within seven (7) working days regarding the existence and nature of the Supplier's knowledge of any possible non-compliance with any applicable laws, regulations, or its notice of a claim from any person or entity on the Goods supplied by the Supplier (which, individually or in the aggregate, may reasonably be expected to result in liability to the Supplier and/or the Customer);

4. DELIVERY AND INSPECTION

- 4.1 The Supplier shall ensure that:
- a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - b) the Customer is given not less than two (2) business days prior written notice before delivery of each consignment of the Goods;
 - c) each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
 - d) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 4.2 The Supplier shall deliver the Goods:
- a) on the date specified in the Order, or, if no such date is specified, within seven (7) calendar days of the date of the Order;
 - b) during the normal business hours of the Customer, unless otherwise instructed by the Customer.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the delivery location.
- 4.4 If the Supplier delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or delivers more than 100% of the quantity of Goods ordered, the Customer may at its discretion reject the excess Goods and any rejected Goods shall be returnable at the risk and expense of the Supplier.
- 4.5 If the Supplier delivers less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 4.6 The Supplier shall not deliver the Goods in instalments without the prior written consent of the Customer. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in Clause 6.
- 4.7 Following delivery, Customer shall inspect the Goods and shall within thirty (30) working days of receipt notify the Supplier of any Goods which do not meet the requirements and such rejected Goods shall be returnable at the risk and expense of the Supplier within thirty (30) calendar days of delivery to the Customer.

5. REMEDIES

- 5.1 If the Goods are not delivered on the date they are due as referred to in Clause 5.2, or do not comply with the undertakings set out in Clause 4.1, then, without limiting any of its other rights or remedies, Customer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods:

- a) to terminate the Order;
- b) to reject the Goods (in whole or in part) and return them to the Supplier at the own risk and expense of the Supplier;
- c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
- f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any

way attributable to the failure of the Supplier to carry out its obligations under this Order.

- 5.2 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.3 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal costs (on a full indemnity basis) and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
- a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods;
 - b) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods; and
 - c) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods.

This clause 6.3 shall survive termination of the Order.

- 5.4 The rights and remedies of the Customer under these Terms and Conditions are in addition to its rights and remedies implied by statute and laws of the land.

6. TITLE AND RISK

- 6.1 Title and risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Any transfer of title or risk will be without prejudice to Customer's right to refuse to accept the Goods in case of non-conformity with the requirements of this Order.

7. PRICE AND PAYMENT

- 7.1 Prices are inclusive of taxes. Payment as per mentioned in PO. This cost is inclusive of everything including service, advance replacement of spares and Customer is not liable to pay anything over and above this. All payments shall be made subject to deductions of taxes/statutory levies at source as per prevailing laws as also such deductions as are permitted to be made under this terms and conditions.
- 7.2 Unless otherwise expressly stated in the Order, the Customer shall pay correctly rendered invoices within sixty (60) calendar days of receipt of the invoice.
- 7.3 The Supplier hereby agrees, confirms and undertakes that the rates offered by it, to Customer, as set out in this PO shall be the best prices in respect of the service prevalent in the market. In the event that the Supplier shall sell or supply of similar specifications to any other party at lower rates, during the term of this PO, the Supplier agrees that the rates in this PO shall be reduced to match such rates. Further, in the event that goods of similar specifications are found to be sold at lower rates in the market during the time of this PO, the Supplier agrees the rates set out in this PO shall also stand reduced to such rates. Please Contact Customer Vendor Help Desk to submit invoice and Payment coordination at below provided contact details:
Vendor Help Desk, Email : vendor_helpdesk@onmobile.com, PH :080-40096151.

8. INSURANCE

- 8.1 During the term of the Order and for a period of twelve (12) months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover such heads of liability as may arise under or in connection with this Order, and shall, on the request of the Customer, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9. CONFIDENTIALITY

- 9.1 Each party will maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's confidential information other

than as necessary for the performance of its rights and obligations under this Order. "Confidential Information" shall mean in relation to the other party, information (whether in oral, written or electronic form) belonging or relating to that party, its business affairs or activities which is not in the public domain and which:

- a) marked as confidential or proprietary;
- b) the receiving party is advised is of a confidential nature; or
- c) due to its character or nature, a reasonable person in a similar position under similar circumstances would treat as confidential.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1 The Supplier hereby grants to the Customer a non-exclusive perpetual royalty free licence to use anything created or produced as a result of any services provided under this Order for any purpose the Customer deems appropriate.
- 10.2 All rights (including ownership and intellectual property rights) in any specifications, instructions, plans, drawings, patterns, models, designs or other material provided or made available to the Supplier by the Customer pursuant to the Order shall remain vested solely in the Customer. Except to the extent necessary for the implementation of the Order, the Supplier shall not without prior approval use or disclose any such specifications, plans, drawings, patterns, models or designs or other material which the Supplier may obtain pursuant to the Order.

11. ANTI-BRIBERY

- 11.1 Supplier hereby represents that it has not, and shall not itself or through any of its personnel given or give or promise to give any money or gift to any employee of Customer to influence their decision regarding this Purchase Order, nor shall it exert or utilize any unlawful influence through a promise to pay commission, percentage, brokerage or contingent fee to secure or solicit any extension thereof.
- 11.2 Supplier acknowledges and agrees that it has not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for public office, or employee of a commercial customer or Supplier, or private parties, for any purpose whatsoever.
- 11.3 Supplier agrees that breach of this clause shall be sufficient for Customer to terminate this Purchase Order, withhold payments, and/or initiate legal action.

12. TERMINATION

- 12.1 The Customer may terminate this Order in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Order. Customer shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 12.2 The Customer may terminate the Order with immediate effect by giving written notice to the Supplier if the Supplier is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of takes steps to appoint or has appointed an administrator or liquidator or receiver, or passes a resolution or has an order made for, or in connection with, its winding up, or any event occurs or proceeding is taken in any jurisdiction that has an equivalent or similar effect to any of the foregoing.
- 12.3 Termination of the Order, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Order shall continue in full force and effect.

13. GENERAL

13.1 Assignment and subcontracting

The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Order without the prior written consent of the Customer and shall in any event remain liable for the proper and timely performance of the obligations of the Supplier pursuant to this Order.

13.2 Severance

If any court or competent authority finds that any provision of the Order (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Order shall not be affected.

13.3 Waiver

A waiver of any right or remedy under the Order is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Order or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

13.4 Third party rights

A person who is not a party to the Order shall not have any rights under or in connection with it.

13.5 Variation

Except as set out in these Terms and Conditions, any variation to the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by a duly authorised officer of the Customer.

13.6 Force Majeure

Neither party will be liable to the other for any act done or prevented from so doing by virtue of the occurrence of force majeure conditions such as but not restricted to any event or chain of events which prevents either party from carrying out its engagements such as war, general mobilisation of troops, strikes, lockouts in factories, fire, earthquakes and floods, embargoes or stoppage of deliveries by Government, sabotage, explosion, riots, civil uprising, invocation of force majeure clause/s by Customer under the license/s for provision of telecommunication supply granted by Government of India and any other event beyond the reasonable control of any party.

13.7 Damages For Failure To Service

In the event of the Supplier failing or neglecting to provide the service within the agreed delivery period (which expression does not include the grace period allowed by Customer) for any reason whatsoever that may be, or any extension thereof granted by Customer, at its discretion, Customer shall be entitled to impose as liquidated damages a sum of 2% of the value of the ["delayed portion of" or "ordered"] PO for each day during which the Supplier has failed to deliver service due for delivery, additional subject to a maximum liquidated damages of 10% of value of service undelivered or delayed beyond the due date(s) against the Purchase Order.

13.8 Non - Exclusive Arrangements

Customer is free to enter into a similar agreement with any other vendor/Supplier for similar equipment and products, and annul this contract, in the event Supplier does not accept either the contract conditions or the terms relating to/associated with the first PO or the final agreement.

Nothing in the accompanying PO will debar / prohibit Customer from procurement of any kind of service including the above or other items now or hereafter from any other Supplier/s or manufacturer's.

13.9 Appropriation

The Supplier represents and warrants that Customer shall be its most favoured partner in terms of the commercial terms offered by it to Customer. In the event that the Supplier shall offer any similar product / Good / Service to any entity other than Customer, it shall ensure that the terms offered to such entity as not more favourable than that offered to Customer pursuant to this Order. In the event that the Supplier shall offer terms more favourable than that offered to Customer in terms hereof, the Supplier shall offer the same terms to Customer with effect from the effective date hereof.

Further, if Customer shall so request, the Supplier shall provide to Customer, at the cost of Customer, a statement certified by an independent auditor (who shall be a big-four firm) pertaining to the relevant records, data and accounts in connection with the terms offered by the Supplier to Customer vis-à-vis the terms offered by the Supplier to any other entity, in connection with any similar product / Good / Service. If pursuant to the verification by such auditor, it is found that the Supplier did offer to any other party terms that are more favourable than those offered to Customer, Customer shall be entitled to receive the benefit of such lower terms offered by the Supplier to the other party with effect from the effective date of this Order, and the cost of such certification shall be borne by the Supplier. Further, in such an event, the Supplier shall forthwith return to Customer all such amounts over-paid by Customer to it till such date.

13.10 Governing law and jurisdiction

The Order, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of India, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Bangalore.