

Purchase Order

Please enter our order for the following subject to the Terms and Conditions attached below and incorporated as an integral part of this order

To Kolkata

IMPORTANT

1.Your confirmation and acceptance of our order by return email is to reach us within 3 working days from receipt of this order, failing which it will be deemed, that you are in acceptance of all terms and conditions mentioned in this Purchase Order
2.Show our order number on all invoices and packing sheets

Destination
jgyrt

Transportation

Currency
INR

Trade Terms
NS AT Site

Payment

For Office Use Only
CNS

Terms

T/T 60 Days After
Invoice

Item	Part No.	Description	HSN/SAC No.	CGST/SGST/UGST Rate	IGST Rate	Unit	Quantity	Unit Price	Taxable T
00010	56u67	56u67	56u67	56u67	56u67	56u67	56u67	56u67	56u67

Note: This is a Computer Generated Purchase Order. No Signature is required. Acceptance of this Purchase Order, constitutes your agreement to our paperless transaction and your support to Bharti Networks Environment Management effort.

GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER TERMS:

The terms and conditions of this Purchase Order, including those on the face hereof and those set forth below and in the Supplemental Terms and Conditions attached hereto, if any, represent the entire agreement between Seller and Buyer. Acceptance is limited to the terms and conditions of this Purchase Order, and no purported revisions of, additions to, or deletions from this Purchase Order shall be effective, whether in Seller's proposal, invoice, acknowledgment or otherwise, and no local, general or trade custom or usage, shall be deemed to effect any variation herein unless expressly agreed to in writing by Buyer's authorized representative. The delivery of any goods or the furnishing of any services pursuant to this Purchase Order shall constitute acceptance by Seller of this Purchase Order subject to, and in strict accordance with, all of its terms and conditions. To the extent that terms appearing on the face of this Purchase Order are inconsistent with those set forth herein, the terms on the face shall govern. Any reference on the face of this Purchase Order to Seller's proposal shall be exclusive of any terms and conditions attached to or referred to therein. SCOPE AND SPECIFICATIONS: All goods and services furnished pursuant to this Purchase Order shall strictly conform to the specifications, descriptions and warranties set forth in this Purchase Order. No change in this Purchase Order shall be made except upon written application to, and subsequent written authority of, Buyer. PRICES AND TAXES: This is a firm price order and is as per the price set forth in the Purchase order. No change in this Price shall be made except upon written application to, and subsequent written authority of, Buyer. Unit Prices are exclusive of GST. PAYMENT TERMS: As per agreed payment terms. For claiming this payment the following document is to be submitted to BHARTI NETWORKS office reflected in the Purchase Order: Three Copies of Signed Commercial Invoices, Original Proof of delivery, Three set of Packing List, One Copy of Shipment Document, as may be applicable. TIME AND PLACE OF DELIVERY; BUYER'S INSPECTION; ACCEPTANCE: Time is of the essence of this Purchase Order. Delivery will be made as specified on the Instruction at the time when goods are ready for dispatch. Buyer reserves the right to reject goods and to cancel all or any portion of this Purchase Order in the event of failure to deliver at the time and place specified. Buyer's acceptance of any part of a shipment will happen only when the goods are delivered as per instruction and the same are accepted by the receiver and buyer's acceptance of any part of a shipment not delivered as specified herein shall not obligate Buyer to accept the remainder of that shipment or any future shipments. If Seller is required to provide Material Safety Data Sheets, they will be delivered to Buyer prior to delivery of any goods under this Purchase Order. All goods shall be received subject to Buyer's inspection and acceptance, and subject to Buyer's right to reject and return at Seller's expense goods which fail to conform strictly to the requirements of this Purchase Order. All materials are subject to inspection and testing by Buyer at manufacturer's plant. LIQUIDATED DAMAGES: Liquidated damages will be charged at the following rates for the delayed portion from the scheduled shipment date with a 2% per week up to a maximum of 16% on the value of materials of the delayed Portion: EXTENSION OF TIME OF DELIVERY: Buyer shall not be liable to Seller for any failure of Buyer to take any delivery hereunder when due, if occasioned by any event beyond Buyer's reasonable control, including without limitation fire, flood, earthquake, lightning or other acts of God; acts of, or compliance with the directions of, civil or military authority, including any federal, state or local agency or authority; wars; riots; insurrections; sabotage; accident; embargo; strike or other labor trouble; interruption of or delay in transportation; shortage or failure of supply of materials; or equipment breakdown. At Buyer's option, the time for delivery hereunder shall be extended to the extent of the delay occasioned by any such circumstance and the deliveries so omitted shall be made during the period of such extension. RISK OF LOSS: Risk of loss of any goods sold hereunder shall transfer to Buyer at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by Buyer shall nonetheless remain with Seller. SHIPMENT: Goods must be shipped by the particular route, method and carrier as stated in this Purchase Order. In the event that Seller fails to ship goods on or before any scheduled shipping date, Buyer shall have the right to specify a more rapid method of shipment than was specified originally and Seller shall bear, at no additional cost to Buyer, any increased costs occasioned thereby. Partial shipment is allowed under the stated Purchase order and the seller will ship the goods as instructed by Buyer from Time to Time. PACKING, MARKING, AND INVOICING: A packing list shall be included with each shipment. Two copies of Seller's invoices, together with original bills of lading, properly signed by carrier's representative, shall be forwarded to Buyer not later than the day after shipments are made. Individual invoices shall be issued for each separate shipment. Buyer shall not be charged for packaging, boxing, crating or cartage. All invoices, packing lists, bills of lading, and each separate package within each shipment shall clearly reference piece number, Buyer's Purchase Order number and Seller's packing slip number. Partial shipments must be identified as such on the shipping memoranda and invoices. PAYMENT: WAIVER OF LIENS: Payment will be made following receipt and acceptance of the goods and receipt, in proper form and substance, of all documentation required by this Purchase Order. Seller shall furnish to Buyer any analysis or breakdown of the price as Buyer may reasonably request. This Purchase Order shall not be filled at prices higher than last quoted or charged by Seller, except as expressly agreed by Buyer. As a condition to any payment hereunder, Seller shall furnish to Buyer, upon request, an executed waiver of liens and claims in form reasonably satisfactory to Buyer. Seller agrees to indemnify, defend and hold harmless Buyer from and against any and all liens and encumbrances arising out of Seller's performance of this Purchase Order or rising out of any claim for payment by any laborer, subcontractor or supplier of Seller. SELLER'S WARRANTIES: Seller expressly warrants that for a period of one year after Buyer's acceptance of the goods or services hereunder, or for such longer period as may be expressly provided in this Purchase Order or under applicable law, all goods and services covered by this Purchase Order will: (a) strictly conform to Seller's specifications, drawings, samples and other written materials and descriptions, or, to the extent the goods were purchased to Buyer's specifications and drawings as set forth or referred to in this Purchase Order, that the goods strictly conform with those specifications and drawings; (b) be free from defects in design, material and workmanship; (c) be of merchantable quality and suitable for the particular purposes intended, whether express or reasonably implied; and (d) bear all warnings, labels, and markings required by applicable laws and regulations. In addition, Seller warrants that: (e) none of the goods covered hereby, to the extent they are subject to laws prohibiting adulteration or misbranding, is adulterated or misbranded within the meaning of such laws as of the date of delivery to Buyer; (f) all goods covered hereby may be introduced into interstate commerce without violation of applicable laws and regulations; (g) all services have been performed in a good and workmanlike manner; and (h) all goods and services furnished or rendered pursuant to this Purchase Order have been produced, sold, delivered or rendered to Buyer in compliance with all applicable laws and regulations, including those set forth in Section 14. BUYER'S REMEDIES: Buyer's acceptance of all or any part of the goods or services provided hereunder shall not be deemed a waiver of the failure of such goods or services to conform to all of the warranties set forth in Section 9. Buyer retains the right to cancel any portion of the remaining order, to reject any portion of the goods or services delivered, or to revoke acceptance as to any portion of the goods or services accepted, and return such goods to Seller and to recover the purchase price, any excess costs of cover, and damages, including manufacturing costs, costs of removal or recall, transportation and custodial expenses, injury to person or property incurred by Buyer, all in addition to Buyer's other remedies under this Purchase Order or applicable law. If Seller becomes insolvent or makes an assignment for the benefit of creditors, or files or has filed against it any petition in bankruptcy, Buyer shall have the right to cancel this Purchase Order immediately. PATENT, COPYRIGHTS, TRADEMARKS: Seller warrants that the goods furnished under or used in conBharti Networkson with this Purchase Order (except those furnished according to Buyer's specific design) and Buyer's express or reasonably implied intended use thereof, do not and will not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party. If any claim, suit or proceeding is made or instituted against Buyer alleging any such infringement, Seller shall indemnify, defend and hold Buyer harmless from and against any damages, liabilities, judgments, costs and expenses (including without limitation reasonable attorney's fees) it may incur in conBharti Networkson with any such claim, suit or proceeding. In the event that the goods or Buyer's use is held in any suit or proceeding to constitute an infringement, or if Seller determines that there is a substantial risk of a finding of such infringement, Seller agrees, as appropriate, and at its expense to: (a) procure for Buyer, at no expense to Buyer, the right to continue

using the goods, (b) replace the goods with equivalent goods that meet the requirements of this Purchase Order and that do not infringe any such rights, or (c) modify the goods so that they become non-infringing. INDEMNIFICATION: To the fullest extent permitted by law, Seller agrees to indemnify, defend, and hold harmless Buyer, its affiliates, and their respective directors, officers, employees and agents (the "Indemnified Parties") from and against all claims, demands, causes of action, losses, costs and expenses (including without limitation reasonable attorneys' fees and costs of defense) (collectively, "Losses") arising out of or incident to Seller's performance hereunder, or the presence of Seller, its employees, agents or invitees ("Seller Parties") on Buyer's premises, provided that such Losses are attributable to (a) the negligence or wilful misconduct of the Seller Parties, (b) the failure of the Seller Parties to comply with applicable laws, or (c) bodily injury, sickness, disease or death (including but not limited to bodily injury, sickness, disease or death of the employees of Seller or Buyer), or to damage to or destruction of tangible property (including the loss of use thereof); in each case regardless of whether or not caused in part by the negligence or other fault of any Indemnified Party hereunder; provided that Seller shall not be liable for Losses caused by the sole negligence or wilful misconduct of any Indemnified Party. LABOR, WORK AND SERVICES: INSURANCE: In supplying any services hereunder, Seller warrants that it is, and undertakes such performance as, an independent contractor, with sole responsibility for the payment of all federal and/or state unemployment insurance, social security and/or other similar taxes incurred hereunder. LAWS AND REGULATIONS: All goods furnished or services rendered pursuant to this Purchase Order shall be produced, sold, delivered, or rendered to Buyer in compliance with all applicable laws and regulations and guidelines, including but not limited to, the Employment Act, the Workplace Safety and Health Act, the Environmental Protection and Management Act. Seller shall not use any payment or other benefit derived from BHARTI NETWORKS to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting the Order, while knowing or having reason to know that any portion of this money, gift or thing will, directly or indirectly, be given, offered or promised to an employee, officer or other person acting in an official capacity for any government or agency or any political party. Seller shall at all times refrain from engaging in any illegal, unfair, anti-competitive or deceptive trade practices or unethical business practices. Seller shall at its expense obtain any and all permits, licenses, authorizations, and/or certificates that may be required in any jurisdiction or by any regulatory or administrative agency in conBHarti Networkson with its activities hereunder. Seller shall adhere to BHARTI NETWORKS's rules and policies and disseminate current information and materials as announced or provided from time to time by BHARTI NETWORKS to Seller. Seller shall comply with BHARTI NETWORKS's Supplier Code of Conduct at all times. Without prejudice to the foregoing, Seller shall not and shall ensure that its employees, agents and contractors shall not offer or give or agree to give to any person any gift or consideration of any kind to BHARTI NETWORKS, its employees, agents and contractors as an inducement or reward for doing to forbearing to do or for having done or forborne to do any action in relation to the Order, including any act which may constitute an offence under Chapter IX of the Penal Code or Prevention of Corruption Act or any other law or the abetment of or attempt to commit such offence. Seller shall defend, indemnify and hold harmless the Indemnitees from and against all liability, loss, damage, penalties, claims, suits, actions, costs and expenses (including, without limitation, attorney's fees and disbursements) which may be incurred by, imposed on, brought against or suffered by any one or more of the Indemnitees for or in relation to Seller's failure to comply with (i) any laws or regulations by which the performance of the Order will be governed; (ii) the Seller's obligations as set forth in this Section and (iii) the Seller's obligations set forth in Section (a) below. COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS, AND TRADE RESTRICTIONS. (a) Seller shall comply with all applicable export control laws and regulations of the countries having competent jurisdiction, including but not limited to the Export Administration Regulations ("EAR") of the U.S.A and shall procure any export licenses required from the competent authorities to supply BHARTI NETWORKS with the Goods (including software) and/or technologies (hereinafter referred to as "Item"). If requested by BHARTI NETWORKS, Seller shall submit to BHARTI NETWORKS the export control documents on classification of the Item in accordance with the export control laws and regulations of the country in which Seller is domiciled as well as under the U.S. export control laws and regulations and disclose the details of any encryption functionality of the Item. The export control classification documents shall set out and contain the following information:- (i) terms and conditions of the individual license or license exception applicable to any Item which is subject to the U.S. export control regulations, such as the EAR and the International Traffic in Arms Regulations (ITAR), information of Export Control Classification Number (ECCN) on the Commerce Control List or Category of the U.S. Munitions List; and (ii) state whether the Item is listed on the export control list of the country in which Seller exists and, if listed, the export control classification number of the Item classified in accordance with the list. Where an Item is controlled under the EAR, Seller shall be required to fill in the Export Control Information Sheet as provided by BHARTI NETWORKS to the Seller and to submit to BHARTI NETWORKS the duly completed and signed copy thereof. (b) If there are any changes to be made by the Seller to the specification, materials or country of origin of the Item, Seller shall promptly notify and obtain BHARTI NETWORKS's written consent to such changes, and re-submit the duly revised export control classification documents to BHARTI NETWORKS reflecting such changes. (c) Seller shall promptly submit to BHARTI NETWORKS any additional information related to export control classification in accordance with the latest laws and regulations and/or apply for necessary amendment to the (re-) export licenses issued by the U.S. authorities for the Item supplied to BHARTI NETWORKS upon any request made by BHARTI NETWORKS. (d) If, following the date of the Order, (i) there shall be imposed any import, export or other restriction on international trade or commerce or there shall be enacted or otherwise issued any law, regulation or order regulating or purporting to regulate any import, export or other international trade or commerce in any way including, without limitation, any creation or increase (whether retaliatory or otherwise) of tariffs, import surcharges, anti-dumping or countervailing duties, fees or any other form of charge whatsoever, or the imposition of any import or export quota or embargo, and (i) BHARTI NETWORKS's ability to perform the Order is adversely affected thereby, or its underlying economic assumptions with respect to the Order become inaccurate in any respect, BHARTI NETWORKS shall have the option either (a) to terminate the Order in whole or in part by written notice to Seller, without incurring any liability to Seller thereby, or (b) to require Seller to renegotiate, in good faith, for the purpose of adjusting equitably any of the Terms and Conditions, in which event Seller shall promptly commence such renegotiations with BHARTI NETWORKS. TERMINATION: Buyer may at any time, without cause, terminate this Purchase Order in whole or in part upon written notice to Seller. In such event, Seller shall be entitled to a reasonable termination fee consisting of a percentage of the Purchase Order price reflecting the percentage of the work, goods delivered or services properly performed prior to termination. Payment of such termination fee shall be Seller's sole remedy. Upon Buyer's request, Seller shall preserve, protect and deliver to Buyer, at Buyer's expense, materials on hand, work in progress, and completed work, both in its own and in its suppliers' plants. ASSIGNMENT AND SET-OFF: Seller shall not assign its rights or delegate its performance hereunder, nor any interest herein, without Buyer's prior written consent and any attempted assignment or delegation without such consent shall be void. Buyer shall be entitled at all times to set-off any amount owing from Seller to Buyer, whether under this Purchase Order or otherwise, against any amounts otherwise payable to Seller. CONFIDENTIALITY: Seller and its directors, officers, employees and agents shall not disclose to any third party any information pertaining to the goods provided or services performed hereunder, or pertaining to Buyer's business or operations which Seller obtains or has