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|---|---|---|--------------------------------|---|--------------------------------|---|--------------|
| RoundGlass Foundation   |   |   |                                |   |                                | PENDING   |              |
| Purchase Order  |   |   |                                |                  |                                |   |              |
| Vendor Regn No.:  | 21768   | PO No.:   | PO-RGF-2025-566 ( Revision:0 ) |   | Date:                          | 20-11-2025  |              |
| A. RoundGlass   |   |   |                                |   |                                |   |              |
| Legal Entity Name   | RoundGlass Foundation   |   |                                | Department  | School (340)                   |   |              |
| Address   | 9th Floor, Plot no. ITC-9, IT Park, Sector-67 Mohali, Punjab 160 062 IN   |   |                                | CIN NO  | U93090PB2018NPL047902          |   |              |
| SPOC Name   | Subhash Chamoli   |   |                                | SPOC Email  | subhash.chamoli@roundglass.com |   |              |
| GSTIN   | 03AAICR9479H1ZW   |   |                                | PAN   | AAICR9479H                     |   |              |
| B. Vendor Details   |   |   |                                |   |                                |   |              |
| Legal Entity Name   | Promark Techsolutions Private Limited   |   |                                |   |                                |   |              |
| Address   | Baddi Madouli   |   |                                |   |                                |   |              |
| Bank Name   | Axis Bank   | Account No  | 923030039181937                |   | IFSC Code                      | UTIB0000085   |              |
| Vendor email address  | anirban@promark.co.in   |   | GSTIN                          | 03AAFCP7669C1ZF   |                                | PAN   | AAFCP7669C   |
| MSME Status   | Yes   |   | MSME No.                       | UDYAM-PB-18-0002341   |                                |   |              |
| C. Delivery / Invoice Details   |   |   |                                |   |                                |   |              |
| Ship To State:  | Ship To:  |   |                                | Bill To: (Shown on Invoice)   |                                |   |              |
| Default State   | 9th Floor, Plot No IT C-09, Netsmartz Square, Sector-67, IT Park, Mohali, SAS Nagar, Punjab, 160062   |   |                                | 9th Floor, Plot No IT C-09, Netsmartz Square, Sector-67, IT Park, Mohali, SAS Nagar, Punjab, 160062 |                                |   |              |
| D. Item Details   |   |   |                                |   |                                |   |              |
| Item / Services to be Procured  | Delivery Date : 08-12-2025  |   |                                | Payment Terms : Advance 100%, against Proforma  |                                |   |              |
| Item Details  | Description   | HSN Code  | Qty(Unit)                      | Rate  | GST Rate(%)                    | GST Amount  | Total Amount |
| SKU :IRMFBRO09<br>Budget ID : Opx340-384Item Name : Furnitures & Fixtures | Training Chair with Desklet. Make: Promark Specification: - Frame made of ¾" round CRCA pipe, 16 gauge, with seat and back fixed with ply, lower base fixed with one shelf for keeping books & bags, top having wooden flap made of 17mm board, sunmica pressed, lower base fixed with anti-noise buffers, frame powder coated with PU armrest. | 4403-18%  | 15 - (Number)                  | 1686.45   | 18                             | 4553.42   | 25296.75     |
| SKU :IRMFBRO09<br>Budget ID : Cpx340-144Item Name : Furnitures & Fixtures | Wooden Almirah Make: Promark Model: PWA-10 Dimention: 66"(h)x30"(w)x18"(d),Material: 18mm PLPB No. of Shelves: Three  | 4403-18%  | 2 - (Number)                   | 7990  | 18                             | 2876.4  | 15980        |
| Basic Total   |   |   |                                |   | ₹ 41276.75                     |   |              |
| Applicable CGST   |   |   |                                |   | ₹ 3714.91                      |   |              |
| Applicable SGST   |   |   |                                |   | ₹ 3714.91                      |   |              |
| Applicable IGST   |   |   |                                |   | ₹ 0                            |   |              |
| GRAND TOTAL   |   |   |                                |   | ₹ 48706.57                     |   |              |
| E. Amount Details   |   |   |                                |   |                                |   |              |
| Contract / Purchase Order Value including Full GROSS tax.                 |   | ₹ 48707.000 (Rounded off)   |                                | Amount in words:  |                                | Indian Rupee Forty Eight Thousand Seven Hundred Seven only. |              |
| F. Terms and Conditions are as follows                                    |   |   |                                |   |                                |   |              |
| Item  | Title   | Description   |                                |   |                                |   |              |
| 1   | Form of Contract (e.g. purchase order, contract etc)  | Purchase Order  |                                |   |                                |   |              |
| 2   | Sub Type of Contract  | Normal PO   |                                |   |                                |   |              |
| 3   | Order Date (DD/MM/YY)   | 20-11-2025  |                                |   |                                |   |              |
| 4   | Contract Start Date (DD/MM/YY)  |   |                                |   |                                |   |              |
| 5   | Contract End Date (DD/MM/YY)  |   |                                |   |                                |   |              |
| 6   | Delivery Date (DD/MM/YY)  | 08-12-2025  |                                |   |                                |   |              |
| 7   | Project Name  | Not applicable  |                                |   |                                |   |              |
| 8   | Scope of Work   | 1)Training Chair with Desklet. Make: Promark Specification: - Frame made of ¾" round CRCA pipe, 16 gauge, with seat and back fixed with ply, lower base fixed with one shelf for keeping books & bags, top having wooden flap made of 17mm board, sunmica pressed, lower base fixed with anti-noise buffers, frame powder coated with PU armrest.<br><br>2)Wooden Almirah Make: Promark Model: PWA-10 Dimention: 66"(h)x30"(w)x18"(d),Material: 18mm PLPB No. of Shelves: Three |                                |   |                                |   |              |

|  |   |   |
|--|---|---|
| 9  | Delivery Terms  | 2-3 week after advance payment  |
| 10   | Payment terms (down payments, milestones, % completion etc) | 100% advance with GST   |
| 11   | Freight   | Included  |
| 12   | Retention   | Not applicable  |
| 13   | Performance Bank Guarantee                                  | Not applicable  |
| 14   | Bank Guarantee (for advance payment)                        | Not applicable  |
| 15   | Liquidated Damages  | "The Parties acknowledge and agree that any breach of this Agreement by Vendor may cause irreparable and immeasurable damage to Company. Because it is difficult to measure these damages and time being essence of Agreement, in the case of delay of delivery of items/services, then Company shall be entitled to retain as liquidated damages, 0.5% per week (or part thereof) of the unsupplied /delayed portion of items/services and shall be deducted for the period of delay subject to a maximum of 10% of the total agreement value. The Parties acknowledge and agree that the payments made pursuant to this Clause are liquidated damages that constitute a genuine and reasonable pre-estimate of the anticipated or actual loss or damage which would be incurred by the Company and are not intended to be a penalty." |
| 16   | Defects Liability Period / Warranty                         | 1 year onsite warranty against any manufacturing defect except for breakage and physical damage   |
| 17   | Specific Terms and Conditions                               | Please Note - In case of Supply of Goods following details are required on Invoice e. 1- Name, address and GST Number of the supplier. 2- Invoice date & Number 3- Full name of the Receiver - Roundglass Wellbeing Pvt Ltd / Punjab FC Pvt Ltd / Roundglass Sports Pvt Ltd / Roundglass Foundation / Roundglass Impact Pvt Ltd / Roundglass H2O Pvt Ltd 4 - Shipping and billing address 5- GSTIN of the Receiver 6- Place of supply, PO number, 7- HSN code, Item details i.e. material description, quantity, unit of measurement Taxable base Value 8- Total Value, inclusive of GST 9- GST rate and amount of taxes i.e. CGST/ SGST/ IGST 10- Whether GST is payable on reverse charge basis : Y/N 11- E-way Bill No. 12- Signature or Digital Signature of Supplier/Authorised representative.                                    |
| 18   | Termination   | This PO will be terminated at the earlier of: (i) by mutual consent; (iii) automatically upon payment of the Fees following the completion of the Services or delivery of Goods as the case maybe or (iv) by RoundGlass, upon giving Seven (7) days' notice to Vendor, if Vendor: (a) repudiates or breaches any of the terms of this PO, including Vendor's warranties; (b) fails to deliver services as specified by Company; (c) Vendor's poor performance of work vis-à-vis execution timelines; (d) withdrawal or abandonment or non-completion of work by Vendor.   |
| 19   | Insurance Transit/Work/Other                                | Material to be delivered at RoundGlass designated place. All transit risks shall be in scope of Vendor and if required Vendor will maintain valid and existing policies of insurance in such amounts, and which insure against such losses and risks, as are generally maintained for comparable businesses and properties. The Vendor will bear all the risk and expenses (including insurance) of delivery of the Products and performance of Services, unless otherwise agreed in writing by RoundGlass.   |
| 20   | Regulatory Compliances                                      | The Contractor/Vendor shall obtain all regulatory and governmental approvals that may be required and comply with all legal and regulatory compliances under applicable law including any permits which may be required under any law for performance of its obligations under this PO.   |
| 21   | Comments  |   |
| This is computer generated order and doesn't require any signature. Vendor will, within [2] business days after receipt of a Purchase Order from RoundGlass/Company, provide written notice or acknowledgement to RoundGlass/Company of its acceptance of such Purchase Order submitted RoundGlass/Company, or of its inability to fulfill such Purchase Order. Delivery against a Purchase Order shall be deemed to constitute Vendor's acceptance thereof, subject to the Terms and Conditions of the Purchase Order. Failure by Vendor to provide such written notice to RoundGlass/Company within such [2] business day period shall be regarded as Vendor's acceptance of the Purchase Order. Vendor will use commercially reasonable efforts to fulfill all Purchase Orders submitted by RoundGlass/Company hereunder. In the event of any inconsistency/conflict the following documents supersede each other in accordance with the following respective hierarchy: 1. PO Terms and Conditions; 2. Specific Terms and Conditions; 3. General Terms and Conditions. |   |   |

**General Terms and Conditions - Purchase Order for  
Goods/Products**

1. **General Terms:** These terms and conditions of purchase will apply to any purchase order ("**Purchase Order**" or "**PO**") for the purchase of products set forth in the Purchase Order ("**Products**") by RoundGlass from the Vendor.

RoundGlass and the Vendor will be collectively referred to as the "**Parties**" and individually as a "**Party**". For the purpose of these Terms and Conditions, "**RoundGlass**" or "**Company**" will mean the contracting legal entity or entities of RoundGlass Group as specifically stated in the Purchase Order, and the term "**Vendor**" means the entity contracting legal entity or individual as specifically stated in the Purchase Order.

A Purchase Order constitutes an offer by RoundGlass to purchase the Products from the Vendor and will be deemed to be accepted by the Vendor on the date of issuance of the Purchase Order by RoundGlass. These Terms and Conditions together with the Purchase Order and any other documents specifically adopted by reference in any of these documents constitute the entire agreement between the Parties ("**Agreement**").

The Vendor will be deemed to have read and understood all terms and conditions of the Agreement and will be responsible for its assessment of the inherent risks and uncertainties and any potential difficulties that may be encountered by the Vendor during delivery of the Products.

2. **Delivery:** The Vendor will deliver the Products according to the timeframes and delivery dates set out either in the Purchase Order, or as otherwise agreed by RoundGlass in writing. Time is of the essence with respect to delivery of the Products, and the Vendor must promptly notify RoundGlass of any event which could adversely affect the scheduled timeframes and delivery dates for delivery of the Products. Any additional costs or expenses incurred by the Vendor as a result of any delay (which is attributable to the Vendor) will not be reimbursable by RoundGlass. In case of default, the RoundGlass is entitled to terminate the contract, purchase elsewhere without notice to the Vendor and at the risk and cost of the Vendor.

3. **Location for delivery of Products:** Unless otherwise mentioned in PO, the Vendor will at its own expense, pack, load, and deliver the Products to the location identified by RoundGlass in the Purchase Order for delivery of the Products, or such other delivery area or point which is specified in writing by RoundGlass

4. **Inspection and Acceptance of Delivery of Products:** The Vendor must deliver the Products in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to the Vendor by RoundGlass in writing. The Vendor will bear all the risk and expenses (including insurance) of delivery of the Products, unless otherwise agreed in writing by RoundGlass. RoundGlass will accept the delivery of the Products only after the inspection, verification, and approval of the Products by RoundGlass on arrival. In the event RoundGlass, after the inspection and verification, finds that the Products supplied by the Vendor do not comply with the agreed quality or does not conform to the specifications required by RoundGlass, or are received in damaged or broken condition or otherwise not satisfactory owing to any reason of which RoundGlass will be the sole judge, RoundGlass will, by written notice to the Vendor, reject the Products either partially or wholly. In the event RoundGlass refuses to accept or rejects any Product pursuant to clause, RoundGlass will be entitled to (without to the prejudice to its other rights and remedies): (i) have such Products repaired by the Vendor, or replaced by the Vendor with Products which comply in all respects with the requirements of the Purchase Order, immediately, at no additional cost to RoundGlass; or (ii) obtain a refund from the Vendor in respect of the Products rejected by it; or (iii) purchase its requirements for Products from any third party, and recover the costs and expenses incurred by RoundGlass for any expenses from the Vendor.

5. **Packaging and Transportation of Products:** The Vendor will be solely responsible for proper packaging, loading, transporting and delivering

the Products at the Products Delivery Location. No additional charges will be made to the Vendor for packing, crating, loading, transporting and delivering, unless expressly stated in the Purchase Order or permitted by RoundGlass in writing. RoundGlass has no obligation to obtain insurance while the Products are in transit.

6. **Payment Terms:**

**Purchase Price** - The purchase price for the Products ("**Purchase Price**") will be specified in the Purchase Order. The Purchase Price indicated in the Purchase Order will be considered as the final price for the Products and will not be subject to change without the prior written approval of RoundGlass. Any increase in the Purchase Price or charges not expressly set out in the Purchase Order will not be effective unless agreed to in advance in writing by RoundGlass.

**Invoicing & Payment Mode** - The Vendor must submit the invoice for the Purchase Order to RoundGlass in duplicate. The Vendor must clearly state the Purchase Order number, permanent account number ("**PAN**") and the goods and services tax ("**GST**") numbers of both the Vendor and RoundGlass and the bank account details of the Vendor on the invoice, and the delivery challan must be attached to the invoice. In the event the invoice does not specify the requested details, the invoice will not be processed by RoundGlass. Vendor must also ensure that the invoice meet all the requirement of the GST law and contained all the prescribed details regarding the same.

**Payment Timeline** - Unless otherwise mentioned in the PO, the payment of the Purchase Price will be made by RoundGlass within 45 (forty-five) days of receipt of the valid tax invoice from the Vendor after the acceptance of the Products by RoundGlass.

RoundGlass will have the right to withhold payment of any invoiced amounts that are disputed in good faith until the Parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts will not be deemed a breach of the Agreement nor will any interest be charged on such amounts. Notwithstanding the foregoing, RoundGlass agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

**Taxes** - The Vendor will raise invoices for the Purchase Price, along with GST, if applicable. No additional charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges, unless specifically provided for in the applicable Purchase Order or otherwise agreed to in writing by RoundGlass.

The Purchase Price will be subject to withholding of taxes at the applicable rate in terms of Income Tax Act, 1961 and any other law as applicable. The Vendor must obtain registration under the GST Act, if not already registered, or the Vendor is beyond minimum threshold to obtain registration under the GST Act for processing of invoices by RoundGlass as per the terms of payment under the Agreement. RoundGlass will not be held liable in case the Vendor is not duly registered under the GST Act, as may be required therein.

In case the Vendor fails to deposit the GST charged on invoices raised on RoundGlass or the invoice does not have the all the prescribed particulars, resulting in RoundGlass's inability to claim input tax credit, RoundGlass shall be liable to deduct such unpaid GST from the payments to be made to the Vendor or recover the same from the vendor. Any/all tax claims/losses/ liabilities that RoundGlass may incur due to any noncompliance at the Vendor's end will be made good by the Vendor.

7. **Cancellation:** If the Vendor fails to deliver the Products in accordance with the terms of this Agreement, RoundGlass may, at its sole discretion, treat the Purchase Order as cancelled at any time, and recover any loss or damage from the Vendor. Notwithstanding anything contained to the contrary herein, RoundGlass reserves the right to cancel all or any part of the Purchase Order, by notifying the Vendor in writing.

- 8. Representation and Warranties:** The Vendor further represents and warrants that (i) it has the financial capacity and human resources to deliver the Products without risk of interruption or delay; (ii) all licenses, accreditations, rights and approvals necessary, where applicable, to the supply of the Products (iii) will be compliant with all applicable laws, statutes, ordinances, codes, rules, regulations, orders, decrees or any other governmental, administrative or judicial pronouncements as applicable; (iv) its performance will not violate any agreement or obligation between Vendor and any third party; and (v) the work product will not infringe any intellectual property right of any third party.

In the event of breach of any of the warranties under this Clause, and without prejudice to any other right or remedy available to RoundGlass including, RoundGlass's indemnification rights hereunder), the Vendor will, at RoundGlass's option and the Vendor's expense, refund the Purchase Price for, or repair or replace the affected Products within 10 day(s) upon receipt of a written notice by RoundGlass to Vendor of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Products, transport the Products from RoundGlass to Vendor, and return shipment to RoundGlass, and costs resulting from supply chain interruptions, will be borne by the Vendor.

- 9. Force Majeure:** Neither Party shall be liable for any delay or failure to perform, for any cause beyond their reasonable control, including, but not limited to, strike, fire, flood, wars, sabotage, civil unrest, pandemics, or governmental acts. Parties shall promptly inform each other of the existence of a Force Majeure event and shall consult together to find a mutually acceptable solution. If the event of force majeure continues for a period of more than 30 days, then either Party may have the option to terminate this Master Agreement by giving further written notice of such termination to the other party.

- 10. Term and Termination:** The Agreement will come into effect from the date of issuance of the Purchase Order to the Vendor by RoundGlass and will continue to be in full force and effect until RoundGlass has accepted all Products, unless earlier terminated in accordance with this Clause.

The Agreement will be terminated at the earlier of: (i) by mutual consent; (ii) automatically upon payment of the Purchase Price following the delivery of the Products or (iv) by RoundGlass, upon giving seven (7) days' notice to Vendor, if Vendor: (a) repudiates or breaches any of the terms of this PO, including Vendor's warranties; (b) fails to deliver goods as specified by Company.

- 11. Inducements:** The Vendor shall not:

- Induce an employee of the Company to allow any concessions to the Vendor, issuance of order or any other requirement,
- Pay money or any other benefit to any third party in connection with negotiation and/ or the order.
- Encourage an employee to perform an act of dishonesty against the Company, which may benefit the employee and/ or be detriment to the Company.

- 12. Governing Law & Jurisdiction:** The Agreement will be governed by and interpreted in all respects in accordance with the substantive laws of India, and subject to the provisions of this clause the courts at Mohali will have exclusive jurisdiction.

- 13. Limitation on Liability:** In no event will RoundGlass be liable to the Vendor, or its officers, employees, directors, agents or representatives, or to any third party, for any incidental, indirect, special, consequential damages or loss of profits arising out of, or in connection with, this PO, whether or not Company was advised of the possibility of such damage. Limitation of Liability:

- 14. Indemnification:** The Vendor will indemnify, defend and hold RoundGlass and its successors, assigns, directors, officers, agents, representatives and employees (each an "Indemnified Party") harmless

from and against any and all losses, actions, causes of action, claims, demands, costs, liabilities, expenses and damages, including costs and attorneys' fees, incurred or suffered by such Indemnified Party arising out of or in relation to or in connection with: (i) breach of any representation or warranty given by the Vendor under the Agreement; (ii) breach of any obligation of the Vendor under the Agreement; and (iii) damage to life, body or property of any Indemnified Party or a third party arising due to any defects in the Products supplied by the Vendor to RoundGlass under this Agreement.

- 15. Confidentiality:** The Vendor agrees that all financial, marketing and personnel data relating to RoundGlass, and its employees are confidential ("Confidential Information"). The Vendor shall use Confidential Information which is disclosed to it only for the purpose of this Purchase Order and shall not disclose such Confidential Information to any third party without RoundGlass's prior written consent.

**16. Miscellaneous**

- Amendment- The Company reserves the right to add or amend or to alter or modify this PO.
- Sub-Contract- No Purchase Order shall be subcontracted without the prior permission of RoundGlass.
- Right to audit: Company, at its expense, has the right to enter onto Vendor's premises to review and/or audit the appropriate records, including the administrative procedures of Vendor, to substantiate the charges invoiced under this contract.
- Code of Conduct: Vendor is aware that the business activities of the Company are self-regulated by its "Code of Conduct" and agrees that it shall at all times abide by the said code. Vendor further undertakes that it will promptly report any violation of the Code by any person to the concerned officer of the Company.
- Relationship of Parties: Vendor and Company are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

- 17. Compliance with Laws:** The Vendor will comply, and will cause its agents, appointees, employees and permitted sub-contractors to comply, with all Applicable Laws, and it will have, and it will ensure that its agents, appointees, employees and permitted sub-contractors, have all approvals, licenses, permits, consents, certificates and registrations required.

The Vendor warrants that it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption. The Company reserves the right to terminate the order or return the supplies (if possible) if the Vendor is found and confirms his non-compliance with any applicable laws and regulations.

The Vendor warrants and undertakes that it will abide by, and comply with, all labor laws applicable to it and/or to any/all of the sub-contractors that it may hire for delivery of the Products. The Vendor further agrees to indemnify RoundGlass and hold RoundGlass harmless for any loss/cost that may be suffered or incurred by RoundGlass due to any non-compliance of applicable labor laws either by the Vendor and/or any of the permitted sub-contractor.