

EMAIL CORRESPONDENCE RECORD

EMAIL 1

From: Priya Sharma (CTO, Innovate Digital Services)

To: Rajesh Kumar (Director, TechSupply Solutions)

Date: June 10, 2024

Subject: URGENT: Delivery Status Update Required

Dear Rajesh,

We are now 5 days away from the committed delivery date (June 15, 2024) and we have not received any confirmation from your logistics team regarding shipment status.

Our team has already begun infrastructure preparations and we have a board meeting on June 20 where we need to present the deployment timeline. Non-delivery would create significant operational challenges.

Could you please provide: 1. Current location of the shipment 2. Estimated delivery date with certainty 3. Confirmation of installation team availability for July 2024

Your urgent response would be greatly appreciated.

Best regards,

Priya Sharma

EMAIL 2

From: Rajesh Kumar (TechSupply Solutions)

To: Priya Sharma (Innovate Digital Services)

Date: June 12, 2024

Subject: RE: Delivery Status Update

Dear Priya,

Thank you for your follow-up. We have encountered some unexpected delays due to port congestion at JNPT. The shipment is currently in transit and we expect delivery by June 28, 2024 instead of the originally committed June 15 date.

This is approximately 2 weeks delay, and as per our contract terms, we understand the penalty implications. We will be submitting an invoice for the 40% delivery amount once goods arrive and will process the final payment upon successful testing.

We have also confirmed our technical team for installation starting July 10, 2024.

We value our partnership and will keep you updated daily.

Best regards,
Rajesh Kumar

EMAIL 3

From: Priya Sharma
To: Rajesh Kumar
Date: June 25, 2024
Subject: RE: Unacceptable Delay + Quality Concerns

Dear Rajesh,

A 2-week delay is unacceptable and causes direct operational impact. However, your willingness to proceed is noted.

Additionally, during a preliminary site inspection on June 23, our technical team noticed that the models listed in your delivery manifest (attached reference: DM-2024-06-25) show **Model TS-8400X** instead of the contractually agreed **Model TS-8500X**.

This is a material discrepancy. The TS-8400X has lower processing capacity and does not meet our system architecture requirements. This appears to be a substitution without our consent.

We need immediate clarification: 1. Are we receiving TS-8500X units as contracted, or TS-8400X units? 2. If TS-8400X, this constitutes breach of contract. 3. We cannot accept delivery with these specifications.

Please respond by June 27, 2024 to avoid further escalation.

Regards,
Priya

EMAIL 4

From: Rajesh Kumar
To: Priya Sharma
Date: June 27, 2024
Subject: RE: Model Specification & Resolution Path

Dear Priya,

Thank you for bringing this to our attention. Upon review, our procurement team confirmed that due to supply chain disruptions and extended lead times for TS-8500X units, we sourced equivalent capacity units from an alternate OEM supplier—the TS-8400X models.

While technically different model numbers, the TS-8400X units actually exceed the performance specifications of TS-8500X in processing capacity (+15% CPU improvement). Documentation (attached: Technical_Comparison_Report_20240627.pdf) validates performance equivalence.

We can offer a **10% price discount** (4,50,000) as a gesture of goodwill for the inconvenience caused by the delay and substitution.

However, we must proceed with delivery of TS-8400X units, as TS-8500X inventory will not be available until September 2024, which would delay your project further.

Please confirm by June 29 to proceed with installation on July 10.

Best regards,
Rajesh Kumar

EMAIL 5

From: Priya Sharma
To: Rajesh Kumar
Date: June 29, 2024
Subject: RE: REJECTED - Not Acceptable Solution

Dear Rajesh,

Your proposal is **not acceptable** for the following reasons:

1. **Contract Breach:** The contract explicitly specifies Model TS-8500X. Substitution without written consent is a material breach, regardless of performance claims.
2. **Warranty Implications:** The warranty terms reference “Model TS-8500X” specifically. Accepting different equipment voids our warranty validity with your organization and may impact our insurance coverage.
3. **Cost Recovery:** A 10% discount does not compensate for the operational impact and potential system architecture misalignment.
4. **Escalation Required:** This matter must now be escalated to Level 2 management discussion as per Section 2.5 of our contract.

We are suspending the scheduled installation pending resolution. Unless you can deliver the contractually agreed TS-8500X units by July 5, 2024, we reserve

all rights including contract termination and recovery of the advance payment (18,00,000).

This email serves as formal notice of dispute.

Regards,
Priya Sharma
CTO, Innovate Digital Services