

Invoice no: J190019488

TERMS AND CONDITIONS OF SALE

1. Buyer shall mean the person / entity, who signs these Terms with Redington (India) Limited, the Seller.
2. Product shall mean hardware products, software licenses and / or services including cloud services and subscriptions, as the case may be, invoiced by the Seller and governed by these terms.
3. The terms herein are the binding Contract between the Seller and the Buyer. These terms shall prevail over all previous, contemporary communications exchanged between the parties, whether or not in writing including the terms and conditions of invoices under which the Products were sold to the Buyer prior to the date hereof or Buyer's Purchase order terms. Parties shall not be entitled to vary, amend, add or alter any of these conditions. This Contract shall be in addition to the terms of the Dealership Registration Form / Dealer Registration Agreement executed by the Buyer. Buyer is not an agent, contractor or representative of the Seller and this Contract is being entered as Principal dealing with Principal.
4. Buyer irrevocably agrees to pay for the Products pursuant to these terms of Sale which shall be deemed conclusive on acceptance of Products by the Buyer or acceptance of these terms or acknowledgement of delivery note (including GCN or POD submitted by the Carrier) accompanying these terms by and on behalf of the Buyer.
5. Each lot of Products sold under these terms shall be deemed to be a separate Contract. Seller shall have the right to combine individual Contracts for the purpose of making a combined claim, if the Buyer has availed revolving credit facility from the Seller.
6. Buyer shall be responsible for payment of GST and all other duties / taxes as applicable to the sale. If at any time before or after delivery to the Buyer of all or any part of the Products, any duty / tariff / tax or charge of whatsoever nature is imposed / increased by the Government of India, the State Government or any other authority or railway or shipping freight is increased with retrospective effect, then the Buyer shall be liable to reimburse the Seller the difference in the tax rate to the extent of such increase in respect of the supplies made prior to such change to the extent of the new imposition or increase thereof.
7. Delay in delivery or Part Delivery of the Products shall not render the contract voidable and the Seller will not be liable for damages, compensation or otherwise on account of a delay or partial even if the Seller is advised of such possibility earlier, whether or not the time is the essence of the contract. The Buyer shall not have any right to reject the Products or withhold payment, on account of any delay.
8. If the Buyer fails to take delivery on arrival of Product at the delivery address, the Buyer is liable to reimburse the Seller all transport, storage and other related expenses including demurrages incurred by the Seller. The Seller shall have the right to sell off / dispose of the goods at its sole discretion.
9. Buyer shall furnish all forms, declarations, way bill related to levy of tax, exemption, movement or otherwise, wherever applicable within the stipulated time, failing which the Seller shall have the right to raise supplementary invoice for all kinds of levies / difference in levies arising therefrom.
10. Seller shall have a general lien on all the Products sold under these terms, whether or not the Products are in the possession of the Buyer or any third party, till such time the Seller is paid all payment due/s under this contract or any other contract with the Buyer.
11. No credit, refund or set-off for tax and other statutory levies already collected will be allowed on rejected / returned Products unless such Products are received back by the Seller before the end of the quarter of the Sale along with original document of invoice and with the confirmation from the Buyer that no credit of tax is availed in respect of the product rejected / returned.
12. Sale under these terms is subject to force majeure events. The Seller shall not be liable for delay or non-delivery for reasons beyond the control of the Seller.
13. All payments for the Products sold must be made by the Buyer at the Seller's Register Office at SPL Guindy House, 95 - Mount Road, Guindy, Chennai - 600 032 or existing Corporate Office. All payments made by cheques are subject to realization and if made by electronic mode (NACH etc.) payment would be subject to receipt of fund in Seller's account. Buyer irrevocably undertakes not to hold payments due to the Seller on account of a dispute between the Buyer and the manufacturer or a third party or for whatever reason. Buyer shall pay interest @ 24% per annum or the maximum interest allowed under applicable laws for payment made beyond the due date until the date of realization with applicable taxes and penalties.
14. All bank charges (including collection or cheque bouncing charges, return charges pursuant to dishonor of standing instructions) and stamp duty on bills of exchange, hundies wherever applicable shall be paid by the Buyer with the GST as applicable. The Seller shall not be liable for any loss or theft of bank drafts, cheques etc. in transit.
15. The bank receiving money against RR / LR / AWB / Bill of Lading or Products shall be deemed to be the Agent of the Buyer. Buyer's responsibility for payment is calculated from the date of invoice and shall not cease till actual payment is received by the Seller. The invoice containing acknowledgement from the Buyer / Buyer representatives of receipt of the Products or a POD submitted by the Carrier to the Seller, shall be construed as valid Proof of Delivery of Products for the purpose of payment from the Bank.
16. Buyer acknowledges that Products are sold AS IS received from the manufacturer or the third party suppliers of the manufacturer. Seller does not make any representations towards warranty or fitness for particular purpose in respect of the Products sold. Buyer explicitly agrees not to hold the Seller (not being the manufacturer) responsible and liable for quality, functionality or defect in workmanship of the Products sold under these terms including intellectual property infringement claims arising out of the products. All claims of warranty / DOA should be addressed only to the manufacturer of the Products. Seller will not accept any return of Products unless agreed earlier in writing.
17. Seller's statement as to weight, measures, quantity and quality shall be presumed to be correct and final and their responsibility for the Products shall cease as soon as the Products are handed over to the Buyer / Buyer representatives or to the carrier appointed by the Buyer, as the case may be. The Buyer explicitly acknowledges receipt of the Products and packages in good condition with MRP label and other declaration required under the applicable provisions of the Legal Metrology Act and its related Central / State Rules, as amended from time to time. No dispute regarding the quantity, quality, fitness of Products or issues relating to declarations in the packages can be raised, without written notice to the Seller, within five days of receipt of the Products.

The person signing this document has got authority to bind the Buyer and to sign on behalf of the Buyer. By acknowledging receipt of goods hereon, the Buyer irrevocably agrees to abide by the terms and conditions along with this Invoice and over any other terms agreed elsewhere between the Buyer and Supplier.

For REDINGTON(INDIA) LIMITED

PAN: AABCR0347P CIN: L52599TN1961PLC028758

Web: www.redingtongroup.com

Regd. Office: Redington House, CentrePoint, Plot No.11(SP), Thiru. Vi. Ka. Industrial Estate, Guindy, Chennai, 600032, TamiNadu, India.

Authorized Signatory

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18. Buyer undertakes not to use the Patents, Trademarks or Trade Names of the Seller or the manufacturer of the Product without the prior written consent of the Seller.

19. Any notice or documents shall be deemed to be validly served on the Buyer if sent by ordinary post / reputed courier to the last known address of the Buyer or the place where the Products are delivered under this Contract or to the registered email address of the Buyer.

20. All or any Dispute arising out of all or any terms of the Contract between the Parties herein shall be resolved through Arbitration. Either of the Party may notify the Dispute to the other party, enabling them to find an amicable settlement of the Dispute within 30 days of such notification. In the event of no amicable settlement is arrived within 30 days as stated supra, either of the party(s) shall refer the dispute to Arbitration M/s. Redington (India) Ltd., shall immediately appoint a Sole Arbitrator within one month of such reference of dispute to Arbitration. Buyer explicitly agrees and waives off any right to question the appointment of arbitrator as above. Such proceedings shall be conducted in English language only and in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended. The finding of the Sole Arbitrator shall be final and be binding on all parties. The Venue will be as fixed by the Sole Arbitrator and the same will be binding on the parties. The Seat for the Arbitration shall be exclusively at Chennai. The governing laws shall be Indian laws and the parties explicitly agree that all or any legal proceedings in connection with the Arbitration proceedings shall be subject to the Jurisdiction of Courts in Chennai alone. The Seller shall also have the right to initiate the appropriate civil / criminal proceedings including complaint u/s 138 of NI Act, as applicable.

21. It is acknowledged and confirmed that the Seller shall have the right to transfer or assign any of its rights arising out of these terms / invoice including without limitation, the right to transfer and assign the receivables to any third party, without having to secure any consent from the Buyer.

22. Buyer shall ensure compliance of all applicable local laws relating to its business and storage of the Products including but not limited to environmental protection laws, e-Waste laws as well as other foreign laws applicable for the class of Products sold under these presents. Buyer shall ensure compliance of all applicable manufacturer terms with respect to the Products purchased by the Buyer. Buyer shall also ensure that the Buyer's Customers / end users comply with the above requirement. It is the responsibility of the Buyer to ascertain respective manufacturer terms on their own for the purpose of compliance and shall inform their Customers / end users of this requirement. Seller shall in no event be liable for an act of ignorance of applicable law by the Buyer or its Customers.

23. Buyer shall ensure that Buyer and its customers comply with all anti-corruption laws including but not limited to FCPA, UK Bribery Act, Prevention of Corruption Act, or any other manufacturer country specific Laws as applicable.

24. Buyer shall not, under any circumstances, use, sell or cause to sell through any third party, the Products for use in applications leading to products of dangerous, hazardous, nuclear, mass destruction and/or in any unauthorized applications, within or outside India. Buyer shall not, also under any circumstances, sell or cause to sell through any third party, the Products to customers who are prevented from receiving the Products under any applicable laws including but not limited to U.S export regulations, etc. The Buyer shall also ensure that the Buyer's customers are kept fully informed of all such compliance requirements and make all efforts to ensure that the customers adhere to all the compliance requirements.

25. The Seller shall not be responsible for any wrong / mis-representation made by the Buyer with respect to the Products. The total cumulative liability of the Seller to Buyer or to any third party, under any circumstances shall not exceed the purchase price received by the Seller against the particular product giving rise to such claim subject to return of the Products to the Seller. The Seller shall not be liable for indirect, special or consequential damages even if advised of such possibilities earlier.

26. General : The Buyer shall ensure strict compliance of the product specific terms and conditions as published on the Seller's website Redington_OEM/Vendor_Product specific T&C_for Dealer / End User which may be amended from time to time.

SELLER

BUYER

Sign :

Sign : Date :

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