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Proforma Invoice / Proposal No



PURCHASE ORDER
SAVIC TECHNOLOGIES PVT. LTD.

Purchase Order No: 6000120
Purchase Order Date: 02.05.2019

Digital Marketing (Google Adwords & LinkedIn)

Rs. 397600/-

Payment Terms:

1. Invoice date should be always 1st day of subsequent Month (Ex. Apr Invoice date should be 1st May 2018).
2. Invoice should reach SAVIC on or before 10th of subsequent month (Both hard and soft copy). If received after 10th day of the month, then it will be processed in next month payment cycle.
3. Invoice file name should be Month, Name of Service and invoice number (Ex Apr-Nature of Service-Invoice Number).
4. Invoice should be shared with all supporting documents like RM signed time sheets, List of signed off documentation submitted, Delivery Challan, ex-rate sheet, invoice annexure sheet, travel ticket and any others as single pdf document. (Documentation pertaining to the assignment should be submitted in full, before raising invoice. All documents will be thoroughly reviewed and then only payment advice is made).
5. For every service there should be one separate invoice submitted with all supporting documents as above.
6. SAVIC Purchase order number should be mentioned in every tax invoice.
7. Below details should be updated in invoice:
 - a. SAVIC GSTIN No. 27AAWCS9531R1Z1
 - b. Address- B-707, Great Eastern Summit, Plot No-66, Sector-15, C.B.D Belapur, Navi Mumbai-400614 on respective invoices.
 - c. HSN/ SAAC Code
8. SAVIC payment processing will take a minimum of 30 days post-approved invoice receipt.

General Purchase Order Terms and Conditions:

1. Acceptance- This purchase order is an offer by the company identified on the face of this purchase order (the "Buyer") for purchase of goods (the "Goods") or services (the Services) specified, from the party to whom the purchase order is addressed (the "Seller") in accordance with and subject to these terms and conditions (the "Terms"; together with terms and conditions on face of purchase order, the "Order"). This Order will be deemed accepted by Seller upon first of the following to occur:(a) Seller making, signing, or delivering to Buyer any letter, form, or other writing or instrument acknowledging acceptance;(b) any performance by Seller under the Order; or (c) the passage of ten (10) days after Sellers receipt of the Order without written notice to Buyer that Seller does not accept. These Terms expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Order.
2. Delivery-Seller shall deliver Goods and/or perform the Services at the delivery point (the Deliver Location), and on date(s) specified in this Order (the "Delivery Date"). If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If Seller fails to deliver the Goods or Services in full, on the Delivery Date, Buyer may terminate the Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver. All the documents (including Bills, invoices, approved time sheets, all documentation, etc) and correspondence covering the supply of Goods/Services shall indicate our purchase order number and date.
3. Price and Payment-The price of Goods or Services is the price stated on the face of this Order (the Price). In case of payment dispute, the parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing to it by Seller against any amount payable by Buyer to Seller. Payment of an invoice is not evidence or admission that Goods or Services meet requirements of the Order.
4. Change Order- Buyer may, from time to time, initiate changes by issuing to Seller written notices (each, a Change Order) that alter, add to, or deduct from Goods/Services, but that are otherwise subject to Terms of this Order. Seller will promptly comply with terms of any Change Order.
5. Indemnification- Seller shall defend, indemnify, and hold harmless Buyer and Buyer's parent company, its subsidiaries,

affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (collectively, "Indemnities") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with Sellers performance of its obligations or Sellers negligence, willful misconduct or breach of the Terms of this Order or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Buyers or Indemnities# prior written consent.

6. Confidential Information- All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyers request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to Seller at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.

7. Compliance with Law - Seller warrants and represents to Buyer that it is in compliance with and shall remain in compliance during performance of this Order and ensure that its employees, agents, contractors and subcontractors (the Personnel) comply with Buyers Seller Code of Ethics and all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods/ Services under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. If Seller fails to comply with the laws, orders, rules, ordinances and regulations and as a result Buyer is fined, Seller agrees to pay the fine and costs incident there to or reimburse Buyer for payment To the extent that Sellers Personnel are required to enter onto Buyers site or property, Seller shall ensure that Personnel comply with Buyers health, safety and environmental policies and standards.

8. Force Majeure - Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from performance for a continuous period of more than fifteen (15) business days, Buyer may terminate this Order immediately by giving written notice to Seller.

9. Termination- Buyer may terminate this Order, in whole or in part, for any reason upon prior written notice to Seller. In addition to any remedies provided herein, Buyer may terminate this Order with immediate effect, either before or after acceptance of Goods or Services, if Seller has breached any of the Terms herein. If the Seller becomes insolvent, commences or has commenced by it or against it bankruptcy proceedings, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may terminate this Order. If Buyer terminates the Order for any reason, Sellers sole and exclusive remedy is payment for the Goods or Services received and accepted by Buyer prior to the termination.