

## PURCHASE ORDER

<b>Supplier Details:</b>	<b>CIMCON PO Number</b>	CIMPO-252600003-ITC
MARSH AUTOMATION	<b>PO Date</b>	25-Apr-2025
98A/25A HADASPAR, IND ESTATE, PUNE-411013	<b>Quote Ref. Number</b>	321
Email: MARSHAUTOMATION@GMAIL.COM	<b>PO Version</b>	1.0
Contact: MAHURKAR	<b>Project Code</b>	123
Mobile: 9881721317	<b>Freight &amp; Insurance</b>	Inclusive
GST:	<b>Vendor Code</b>	CIMVED0000008
State-Code:	<b>Payment Terms</b>	100% Against Invoice
<b>Billing Address:</b>	<b>Guarantee/Warranty</b>	1 year from date of invoice
CIMCON Software India Pvt. Ltd.	<b>Installation</b>	Exclusive
1105/1117, 11th floor, Times Square Arcade-1,	<b>Commissioning</b>	Exclusive
GST: 24AABCC1410E1ZL	<b>TPI Inspection</b>	Exclusive
	<b>Delivery Schedule</b>	Within 4 weeks
	<b>Delivery Address</b>	CIMCON Software India Pvt. Ltd. 904, Sakar IV, Opp. Townhall, Ellisbridge, Ashram Road Ahmedabad - 380006, Gujarat, India Kind Attn: Mahendra Khuteja Ph: 84019 52547

S/N	CIMCON P/N	Description	HSN/SAC	Qty.	Unit Price	GST	Total
1	CABB001NA00000	Cat 6 ethernet cable	324	20 Mtr	₹ 10.00	₹ 36.00	₹ 236.00
<b>Total</b>				20.0			₹ 236.00
					Tax. Value		₹ 200.00
					GST		₹ 36.00
					Round Off		₹ 0.00
					<b>Total</b>		₹ 236.00
<b>Total Value (words):</b>	thirty-six rupees only						

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for CIMCON Software India Pvt Ltd.

Jutan Sharma  
 Director – SCM and Operations  
 Authorised Signatory



## Terms and Conditions

1. PO ACCEPTANCE: Acceptance of the purchase order shall be given by the Supplier in writing within 3 days of receipt of this purchase order failing which the Supplier will be deemed to have accepted the order at the stated terms & conditions.
2. PRICE / RATE: The prices/rates are FIRM and without any escalation, whatsoever. The rates mentioned in the Purchase Order shall remain valid till the satisfactory completion of the agreed scope of supply.
3. APPLICABLE TAXES: GST Extra at Actual
4. PACKING / FORWARDING: Goods supplied against this purchase order shall be properly packed in line with best industry practices to ensure safe transport by SEA / AIR / SURFACE / RAIL to the place stipulated in this order. No charges shall be paid for packing. Material shall be packed carefully to prevent damage during transit. Prices are inclusive of Packing & Forwarding.
5. LABELS / MARKING: Each product's details with serial number with QR Code shall be mentioned on every product and box. Any special mark/embossed required for the particular project shall be confirmed with the buyer before manufacturing starts (In that case printed labels shall not be acceptable). All labels/markings should be designed as per the approved QAP.
6. WARRANTY: Any complaint reported within the warranty period will be addressed and resolved within 24 hours from the time of complaint was raised. Any remote online support will be provided within 24 hours for calibration, testing, site installation, and commissioning as required. Any part found defective during this period, as a consequence of bad design, manufacturing, or workmanship should be replaced, free of cost, by you. In case you fail to carry out repairs/replacements, we shall carry out the same at your risk & cost. The repaired/replaced part shall be repaired/replaced free of cost at the site. The acceptance of material at the site does not relieve the vendor of his obligation under this clause. The spares and service costs shall be at actual after the warranty period.
7. INSPECTION OF GOODS: The material shall be Inspected by the TPI agencies (Assigned by CIMCON / End Customer) and the TPI inspection report along with the release note shall be submitted to the buyer for dispatch clearance. The expense for the TPI inspections shall be borne by the supplier (If agreed during order finalization). The Supplier shall raise a formal Inspection call in Buyer's format at least 5 days in advance. The Buyer reserves the right for Inspection of goods at the point of assembly and/or delivery. If the goods manufactured do not follow the approved drawings and specifications and as per the purchase order, the Buyer reserves the right to reject the goods in whole or in part. In such an event the Buyer shall be free to buy the goods from any other source and the Supplier shall be liable to reimburse the Buyer of any additional cost incurred in doing so and refunding all the payments that have been made for the rejected material.
8. LIQUATED DAMAGES: In case the supplier fails to deliver the goods within the agreed days, the purchaser may deduct liquidated damages @ 0.1% of the invoice value for every day of delay for an unexecuted portion of the supply. The maximum limit of such deduction will be 10% of the contract price. Such penalty shall be recovered from the balance/s payable to Supplier or shall be adjusted against security instruments if so available with Purchaser.
9. FORCE MAJEURE: The Supplier shall be under no liability for failure to deliver and the Buyer for failure to accept delivery of goods or any part thereof when such failure is due to natural events such as fire, earthquakes, floods, strikes, lock-outs, transportation, embargoes, act of God, State enemies, or any other causes whatsoever beyond the control of the Supplier or Buyer.
10. EXCESS SUPPLIES: Material must not be more than quantity ordered. The Buyer assumes no obligation concerning such excess quantity. The Supplier must remove such excess supplies at his own risk and cost.
11. INDEMNITY: CIMCON and its associated companies, subsidiaries, and its Directors, personnel, officers, and employees shall be indemnified and held harmless by the supplier for and against any liabilities, losses, damages, claims, costs and expenses, interest and penalties (including without limitation, attorney fees and expenses) suffered or incurred by CIMCON arising out of resulting from the breach of any representation, warranty, covenant or obligation made by the supplier in the PO.
12. ACCEPTANCE OF GOODS: Acceptance of any of the goods shall not discharge the Supplier from liability for other legal remedy for any breach of any condition or warranty contained herein or implied by law and if after accepting the goods or any of them any defects therein either in material, workmanship or otherwise become known to the Buyer and such defects amount to a breach of any condition or warranty hereunder or implied by law, the Buyer shall forthwith notify the Supplier of such defects and shall (in addition to any other rights or remedies that the Buyer may possess) be entitled to reject the defective goods and hold the same at the Suppliers risk. The Supplier shall be responsible and be liable to replace or to repair at the option of the Buyer, free of cost, goods supplied under this order or any part thereof if any defect in the composition or substance material workmanship or process of manufacture or the design of the goods is brought to the notice of the Supplier within 24 calendar months from the date of delivery.
13. REMOVAL OR REJECTED GOODS: The Supplier shall remove the rejected goods from the Buyer's warehouse or site at his / their own cost within 15 days from the date of intimation from the Buyer of their refusal to accept the goods. The Buyer shall not be responsible for or be held liable for any loss or deterioration of the rejected goods. The Supplier shall pay to Buyer reasonable storage

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 Director – SCM and Operations  
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charges for such rejected goods for the period exceeding 15 days as aforesaid.

**14. DISPATCH INSTRUCTIONS:** Buyer shall issue Dispatch Instructions (DI) to Supplier after successful inspection/testing and on receipt of formal dispatch clearance from the end client upon submitting the TPI inspection report and the release note. Supplier shall prepare and submit the dispatch documents strictly following DI. The Supplier shall dispatch the material only after getting written dispatch clearance along with DI from the Buyer. The material shall be delivered to the address mentioned in the DI.

**15. INSTALLATION:** The installation and commissioning are in the scope of the supplier (If agreed during order finalization). The buyer is not responsible for any materials/manpower/logistics for installation. The installation and commissioning shall be completed within a week after giving the clearance from the site (Client). Once installation and commissioning are completed the supplier shall sign a User Acceptance Document (UAD) between the supplier and the buyer to hand over the site.

**16. QUALITY:** The material shall be manufactured strictly as per approved drawings and Guaranteed Technical Particulars (GTPs) and correspond with the description or the sample or the original specifications thereof in all details. Otherwise, the same shall be liable to be rejected by the Buyer and the Supplier shall be deemed to have delivered the wrong goods according to the contract. The Buyer's decision in the matter of Quality will be final and binding. Besides the Supplier shall be liable for the "Latent Defects" & shall stand a guarantee for the replacement of any parts/materials/services for a further period as per tender from the end of the guarantee period. Spares and service costs after the Defective Liability Period (warranty Period) to be provided.

**17. CANCELLATION / AMENDMENT:** The Buyer reserves the right to cancel or amend this order or any part thereof without assigning any reason.

**18. CONFIDENTIALITY:** Supplier shall maintain strict confidentiality in respect of the information gathered from CIMCON and the contract. In case it becomes necessary to disclose such information to any third party, then written confirmation shall be obtained by the supplier from CIMCON. Suppliers cannot claim CIMCON as customers in any media or verbal. Suppliers do not get marketing rights for CIMCON products. There should not be any Chinese language in any product, module, PCB, label, manual, box, or package. CIMCON will provide the design of customized labels. The Supplier agrees that he/they will not use, sell, loan, or publicize any of the specifications, blueprints, or designs, supplied or paid for by the Buyer for fulfillment of this order without prior written consent from the Buyer.

**19. DISPUTE RESOLUTION:** Any dispute and claims between the Parties to the Agreement arising out of or incidental thereto or in connection with the Agreement, or the breach, or Invalidity thereof, or its performance shall be referred to the Director of CIMCON, and decision of Director of CIMCON shall be final and binding. No Arbitration is allowed under this agreement.

**20. JURISDICTION OF COURTS:** The Law Courts at Ahmedabad shall have exclusive jurisdiction in the matter arising under this agreement.

**21. COMPLETENESS:** Supplier confirms that the complete requirements as contained in the Drawings / Specifications / Clarifications submitted are understood and all items of the Project whether specifically mentioned or not in Technical Specification, are necessary for completeness, and for safe and efficient operation, maintenance and guaranteed performance shall be supplied by the Supplier at no extra cost.

**22. COMPLIANCE:** Goods and services shall conform to the requirements of the contract and shall be fit for purpose. They shall be made or performed following good engineering practices and all applicable standards and legislation. Goods shall be delivered complete with all instructions, warnings, and other data necessary for safe and proper operation. Goods or services which do not comply with all of the above shall be considered to be defective. If for any reason the Supplier is uncertain as to whether the goods or services to be supplied by it will comply with any of the above, it must promptly and before dispatch inform the Buyer in writing with full details of the possible non-compliance for consideration. Written acceptance or rejection of the Supplier's application will then be provided by the Buyer in as timely a manner as possible.

**23. MANUFACTURING CLEARANCE:** The Supplier shall start the manufacturing of material only after getting a written Manufacturing Clearance (MC) from the Buyer after successful validation of the samples and satisfactory feedback from the manufacturing factory visit. If the supplier starts the manufacturing without the buyer's written clearance, the buyer shall not be responsible for any loss due to the cancellation of the order. The quantity cleared in MC shall only be manufactured by the Supplier. Any material manufactured without getting the MC from the Buyer shall be rejected.

**24. QUANTITY VARIATION:** The Buyer reserves the right to change the quantity during the execution of the contract. The unit prices mentioned in the purchase order shall be applicable for change in quantity variation as per site required overall for additional / deletion quantity during the tenancy of the contract.

**25. ANTI-CORRUPTION POLICY:** The purchaser has zero tolerance concerning corruption in any shape. Suppliers are advised to adhere in total and do nothing of the sort which could lead to the tarnishing of their image, blacklisting of the Seller including forfeiting of payable dues. Influencing employees for any kind of favor through un-ethical means shall not be tolerated by the management of CIMCON

**26. CHECKLIST FOR SUBMISSION OF INVOICES ALONG WITH DOCUMENTATION AFTER DISPATCH OF MATERIALS**

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- i. TPI Inspection reports and release note
  - ii. Serial number list of all items
  - iii. Packing list identifying contents of each shipment
  - iv. Evidence of dispatch (LR Copy)
  - v. E-way Bill
  - vi. E-Invoice with Digital Signature
  - vii. Dispatch Instruction issued by CIMCON
  - viii. Manufacturer's/Contractor's guarantee certificate of Quality
  - ix. Material Test certificate
- for, CIMCON Software India Pvt Ltd. (24-25)

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