

HATHWAY DIGITAL LIMITED						PURCHASE ORDER		Page : 1 of 4		
Windsor, 805/806, Off CST Road,Kallina,MUMBAI,Maharashtra						PO Number : 2324000570				
Pin : 400098 (India)						PO Date : 27-NOV-23				
Vendor No : 39708		Ship To:		Bill To :						
Vendor Name : A ONE SALASAR PRIVATE LIMITED		HATHWAY DIGITAL LIMITED		HATHWAY DIGITAL LIMITED						
GSTN Number : 27AAOCA5506C1ZV		State :Maharashtra		GSTN Number:27AACC5591N1ZM						
Pan Number : AAOCA5506C		GSTN Number:27AACC5591N1ZM		805 806						
Site Address : 201 BUILDING NO 1,AVIOR CORPORATE PARK OPP JOHNSON		805 806		Windsor						
JOHNSON		Windsor		Off C S T Road						
L.B.S. ROAD,Mumbai,Maharashtra		Off C S T Road		400098						
Pin:400080		400098								
Tel:8976702440										
Po Type : STANDARD		Shipment Terms :		Effective Date From :						
Po Currency : INR		Delivery Point :		Effective Date To :						
Payment Terms : 45 Days (MSME)		Buyer Name : Mrs. SHEELA KIRAN BANSODE		Amount Limit :						
Dear Sir,										
We are pleased to release the following order on you. The terms and conditions specified below shall form an integral part of the purchase order and shall deem to cancel all your sales and other conditions										
Sr No	Item Number/Category	Description	HSN Code	Unit Price	Shipment UOM Quantity	Required Date	Amount	Tax Code	Tax Amount	Shipment Amount
1	SER-E-000000023	Service Charges E Auction Services / Platform for product procurement	998399	5000.00	1 Each	31/12/23	5000.00	PO_SGST-9% PO_CGST-9%	450.00 450.00	5900.00
Total Amount Before Tax :							5,000.00	Tax :	900.00	
PO Total :							5,900.00			
Total in Words :INR Five Thousand Nine Hundred Only										
For HATHWAY DIGITAL LIMITED										
Authorized Signatory* _____										
*This is a system generated output & requires no signature.										

Commercial Terms and Conditions:

- 1. Scope of Work (SOW):- Annexure of SOW to be attached with PO for Service
 - 2. Service period :-
 - 3. Payment Terms:- 45 Days
 - 4. Liquidate Damages(LD):- SLA Table with penalty to be added in SOW or PO
 - 5. GST rate:- 18%
 - 6. The following documents are to be Submitted with Invoice
 - ? Invoice
 - ? Preventive Maintenance report
 - ? Break down maintenance, Call attendance report and root cause analysis
 - ? Warranty Details
- All the above documents must be in the original copy with Sign and stamp.

General Terms and Conditions

- 1. Service Provide's/Vendor?s GST No. should be mentioned on the invoice.
- 2. All correspondence should be addressed to the above mentioned address
- .
- 3. Any change in quantity and value strictly prohibited.
- 4. Services will not be accepted unless Purchase Order (PO) No. is mentioned on the bill.
- 5. For any correspondence please mention the PO number as reference
- 6. Invoices will not be accepted without the valid PO No.
- 7. The confirmation of this Purchase Order shall be given in writing within 7 (seven) days of the date of the order. If the Purchase Order is not accepted within 7 (seven) days by the Service Provider/Vendor, Hathway Digital Limited. (hereinafter referred to as "Company") shall be at liberty to cancel the same without incurring any liability whatsoever towards the Service Provider/Vendor.
- 8. In case the invoice is not uploaded by the Service Provider/Vendor r in the GSTN portal by the time of invoice booking at Company's end, Company will not be in a position to make the payment towards the GST tax amount to the Service Provider/Vendor along with the payment for the invoice. The payment for the tax amount would be released only once the invoice details have been uploaded by the Service Provider/Vendor on the GSTN and details matched with the invoice received by Company. In case the invoice details have not been uploaded by the Service Provider/Vendor or do not match by the date of invoice booking, Company will be releasing only the principle amount and the tax amount would be released only once the invoice details have been uploaded by Service Provider/Vendor and matched by Company.
- 9. The Prices including terms and conditions mentioned on the purchase order shall be considered as final and will be binding on the Service Provider/Vendor and cannot be changed, altered or modified during the period of contract except by the Company . After the acceptance of the Purchase Order, no changes shall be made without written consent of the Company. Any modifications of these terms and conditions must be in writing agreed by the Company.
- 10. Service Provider/Vendor shall follow and adhere to all procedures and processes as laid down by Company relevant to the services being rendered by the Service Provider/Vendor.
- 11. Service Provider/Vendor shall render the services at the place designated by Company within the timelines prescribed by the Company
- 12. Service Provider/Vendor shall be solely responsible for undertaking the services in a time bound manner and shall adopt appropriate methods, procedures in connection with the execution/provision of the services to ensure timely and efficient provision of the Services.

13. Service Provider shall execute the Services:

- i. in a continuous manner;
- ii. in its entirety, in compliance with applicable law, by using methods and principles which are acceptable as per prudent industry practice;
- iii. with safety, dependability efficiency and economy, in each case, using qualified, competent personnel;s;
- iv. in accordance with the specifications required/provided by Hathway, which shall be binding on Service Provider.

14. It is clearly understood between the parties that delivery of the Services in a timely manner is the essence of this order. Therefore, all the services detailed under this order and/or any PO issued in relation hereto will have to be provided as per the directions/instructions specified herein or in the order within the timeline specified therein, or as communicated by Company by separate delivery schedule. The non-delivery of the Services within specified time and/or contrary to the directions of Company shall be construed as the breach of Services obligation by the Service Provider/Vendor and will entail compensation from the Service Provider/Vendor quantum of which shall be solely decided by the Company.

15. Service Provider/Vendor shall handle all the materials/products being handed over by Company for provision of services in a manner so as no further damage is caused to the said products/materials and or the said products/materials are not lost/misplaced during any transit or otherwise. Service Provider/Vendor shall be solely responsible for all cost/damages to all such materials damaged/lost/misplaced owing to any action or inaction on the part of the Service Provider/Vendor and it shall fully compensate Company for the same.

16. Service Provider/Vendor shall release contact/helpline numbers and name of SPOC for smooth provision of services.

17. Service Provider/Vendor shall indemnify and keep the Company and its Board of Director(s), employee(s), official(s) etc., indemnified, at all times, hereafter, from and against any and all liabilities, losses, costs, damages, attorney?s fees and expenses (including reasonable attorney?s fees and other dispute resolution costs) to which the Company may become subject to, under any law, or under any claim made by any third party, or due to any act or omission to act by the Service Provider/Vendor to the extent they relate to or arise out of the performance of the Service Provider.

18. Service Provider shall materials that is in conformity with the technical specification of the products being serviced/repaired by the Service Provider/Vendor and shall not be substandard or refurbished. Service Provider shall not change any components, specification or design of Product and its related accessories to be repaired/serviced under this Agreement without the prior consent of Company in writing

19. The Service Provider/Vendor shall inform to company at the earliest, of the likelihood of any event or circumstances which may render it difficult for the Service Provider/Vendor to fulfil the commitments under this order. The Service Provider/Vendor shall also inform the specific steps being taken by it to contain the problem as also the timeframe within which it would be able to overcome the problem. Such intimation shall not however, absolve Service Provider/Vendor towards its obligation stated in this order.

20. In case of conflict between the terms of this Order or any of the Basic Purchase/Service Agreement or Rate Contract as the case it may be, the terms of the Purchase Order shall prevail unless agreed contrary in writing .

21. Payments shall be released only for the Services & services accepted by the Company as per the Payments terms mutually agreed to in the purchase order.

22. Company shall not be obliged to make any payment where proof of services rendered/performed cannot be given satisfactorily by the Service Provider/Vendor and the Service Provider/Vendor absolve Company from the same.

23. The delivery of services by the s Service Provider to the Company will not constitute/be considered as acceptance of the said services by the Company. Acceptance of the services will be completed and communicated only after inspection and satisfactory testing/verification of the services by the Company.

24. The Company reserves the right to reject if further defects are noticed even if in the first instance the services have been accepted by the Company and are paid for. Company's decision with respect to such rejections at whatever time made/conveyed shall be final and binding upon the Service Provider/Vendor.
25. If the services are not approved by the Company for any reason whatsoever the Company shall not be liable to pay any sum on account of such rejected services and the Service Provider/Vendor absolve Company for ever from the same.
26. The Company reserves the right to cancel or amend the order or any part thereof for the following reasons (a) irregularities in services (b) rejections like quality / software issue / hardware issue etc. (c) escalation in prices (d) if the Service Provider/Vendor fails to fulfil its obligation as per the order without assigning any reason. Company's decision shall be final and binding in all disputes arising out of Purchase orders. Money due to the Company either as damages or paid as advance under any other order may be adjusted while settling payments against this order
27. The Company assumes no obligations in respect of the services delivered in excess of those specifically ordered. Purchase Order number should be stated on the Challan and Invoice failing which the Services will not be accepted.
28. The invoice must be submitted in duplicate to the Company's respective offices. Purchase order number, Date and Service Provider's/Vendor's Delivery note no. must appear on the Invoice. The Invoice not fulfilling this requirement will be returned
29. This Terms and Conditions/Purchase Order shall be governed by and construed in accordance with the laws of India, excluding any conflict of Law provision that would require the application of Laws of any other jurisdiction. The courts at Mumbai shall have the exclusive jurisdiction.
30. If the quality of Services provided/received is found to be inferior or quality issue is reported by Company and /or its respective team or doesn't meet to our technical requirement during the warranty period then Hathway will have the right to reject the services received, payment won't be released & if payment is released then it will have to be refunded back.