



PURCHASE ORDER

LE:
Diebold Nixdorf India Private Limited
5th Floor, Rolta Tower 1,
Plot No 39, MIDC Marol, Andheri East
Mumbai
Maharashtra
Maharashtra
400093

PO No.
IN9-28129396

Rev
0

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Bill To
Diebold Nixdorf India Private Limited
3rd Floor, City Centre, Above Bata show
Room, Survey No.79/2,
Hennu Bellary Outer Ring Road, Hebbal
Village, Kasba Hobli
Bengaluru
Karnataka
Karnataka
India
Pin: 560024
GSTIN: 29AAACD3206C1Z9

Ship To
Diebold Nixdorf India Private Limited
3rd Floor, City Centre, Above Bata show
Room, Survey No.79/2,
Hennu Bellary Outer Ring Road, Hebbal Village,
Kasba Hobli
Bengaluru
Karnataka
Karnataka
India
Pin: 560024
GSTIN: 29AAACD3206C1Z9

Supplier Name/Address
SWITCHING AVO ELE. POWER LTD.
Bangalore
Bangalore
Bangalore
BANGLORE, Karnataka 560026
India
GSTIN: 29AAICS2473C1ZB

Buyer Name: Mumtaz, K
Buyer Address:

Payment Terms: NPR 30
Payment Desc: Next Payment Run 30 Days
Delivery Terms:
Ship Via :

Supplier Contact:
Supplier Phone: ()

Buyer Phone:
Buyer Fax:
Buyer Email:
KesiMehmood.Mumtaz@dieboldnixdorf.com
Desc: Switching AVO AMC PKGB BANK for
Karnataka 75 SITES

Place of Supply:

Supplier Fax: ()
Supplier Email:

Amount of tax subject to reverse charge: N

Instructions:

This order is placed by the buyer subject to the terms and conditions appearing hereon and on DN form No. 3370-tc and by accepting this order, seller agrees to bound there by. No additions or modifications will be binding upon by buyer unless expressly agreed to in writing.

Acknowledgement Instruction:

This order must be acknowledged. Please acknowledge and note any proposed changes, date and forward to the buyer utilizing the following preferences: iSupplier Portal, email, fax or mail.

Quality Notice:

Refer the Partners For Excellence QCMP0002 for the quality requirements that apply to this order.

Packing Slip and Correspondence Instruction:

All Packing slips, cartons and correspondences must reference the authorizing purchase order, release, line number and shipment number as well as applicable DN sales order and line number for drop shipment requirements.

This Purchase Order may contain multiple shipments within each line. Ship the indicated quantities to the designated addresses within each line. These quantities are part of the line. Never exceed the primary line quantity for the multiple shipments within each line.

Currency: Indian Rupee

Line	Item	Qty	UOM	HSN Code	Unit Price	Amt
1	998719	673.15	Each	9987	75.00	50,486.25
Description: Switching AVO AMC PKGB BANK for Karnataka 75 SITES						
Shipment: 1 Tax: CGST Input Tax Local 9%, SGST Input Tax Local 9%						
Qty: 673.15		UOM: Each		Price: 75.00		Amt: 50,486.25
Prom On:		Need by:		Orig.Promise Date:		Ship On:
Shipment Note:						
Order Net Amount:						50,486.25
CGST Input Tax Local 9%						4,543.76
SGST Input Tax Local 9%						4,543.76
Order Tax Amount:						9,087.52
Total Order Amount:						59,573.77



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This is a system generated document does not require seal and signature

Buyer: Mumtaz, K

Revision Buyer:

Terms and Conditions

- 1.0 Entire Agreement:** This purchase order, and any documents referred to in the Purchase Order, constitute the entire agreement between the parties and is expressly conditioned upon Seller's acceptance of all of the terms and conditions of purchase contained therein. Any additional or different terms and/or conditions which may appear in any communication from seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing despite Diebold Nedorf, Incorporated (hereinafter referred to as "DN") acceptance of goods or services. If the face of this purchase order indicates that it is subject to a VMI Agreement, this purchase order is a non-binding estimate and no goods will be purchased without the issuance of a VMI Signal pursuant to the terms of the VMI Agreement.
- 2.0 Changes:** DN shall have the right at any time to make changes in drawings, quantity, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly.
- 3.0 Force Majeure:** DN may delay delivery and/or acceptance occasioned by causes beyond its control.
- 4.0 Warranties:** Seller warrants that it has good and marketable title to all Products delivered to DN pursuant to this Agreement and the same shall be delivered to DN free and clear of all liens and encumbrances. Seller warrants that all goods or services furnished hereunder shall conform to the description and specification thereof, be merchantable, and free from any defects in design, workmanship or material. Seller also warrants that the items furnished hereunder are suited for their intended use. Seller shall indemnify and save DN harmless from any breach of this warranty, and no limitations on DN's remedy in Seller's documents shall operate to reduce this indemnification. Seller shall extend all warranties it receives from its suppliers to DN on a pass through basis, and Seller's warranty shall extend to DN's customers. This warranty is in addition to all warranties implied in law.
- SELLER'S WARRANTY SHALL EXTEND FOR A PERIOD OF 12 MONTHS AFTER THE ITEM IS DELIVERED AND ACCEPTED BY DN AND APPLIED TO ITS INTENDED USE.
- 5.0 Termination:**
- 5.1 **Termination for convenience:** DN reserves the right to terminate this contract for its convenience. In such event Seller shall immediately stop all work and observe any instructions from DN as to work in process. Seller shall be paid an equitable adjustment for work already performed.
- 5.2 **Termination for Cause:** By written notice of default to Seller, or if Seller becomes insolvent or makes an assignment for the benefit of creditors, or if there shall be instituted by or against Seller any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within 60 days, DN may cancel the whole or any part of this order or exercise any other remedy provided purchasers of goods by law or in equity.
- 6.0 Remedies:** Not by way of limitation, the remedies of the parties include:
- 6.1 If DN cancels this order in whole or in part as provided in Section 5.2, DN may procure upon such terms and in such manner as DN may deem appropriate goods or services similar to those cancelled and Seller shall be liable to DN for any excess costs for such similar supplies or services, including DN's costs incurred in making such procurements, provided that Seller shall continue the performance of this order to the extent not cancelled under the provisions of this order.
- 6.2 The rights and remedies of DN provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- 6.3 The failure of DN to insist upon strict performance of any of the terms of this order or to exercise any rights hereunder shall not be construed as a waiver of DN's rights.
- 7.0 Price:**
- 7.1 **Price Warranty:** Seller warrants that the prices for the articles sold DN hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities.
- 7.2 **Unpriced Orders:** If price is not stated on this order, it is agreed that the goods or services shall be billed at the price last quoted to, or paid by a customer of Seller, or the prevailing market price, whichever is lower. The purchase price is fixed and shall not be subject to any sort of adjustment on account of inflation, currency exchange fluctuation or any other adjustment whatsoever during the term of this Agreement, unless otherwise specifically agreed between the parties in writing and mentioned in this Agreement.
- 8.0 Shipments:** If in order to comply with DN's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this purchase order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such routing or expedited handling has been caused by DN and approved in advance in writing.
- 9.0 Invoices Payment:** Invoices shall be rendered separately for each delivery, cover not more than one order, and specify DN's purchase order number. Invoices shall be sent to DN's entity specified on the face of the purchase order at the address indicated in the section "bill to", marked to the attention of its accounts payable. In the event of there being any discrepancy in the invoice as regards the amounts for the supply or the products, DN shall pay only for the undisputed amounts and shall withhold the payments in respect of the disputed amounts till such time DN is satisfied as regards the accuracy of the amounts contained in the invoices. Payments shall be released within ninety (90) days from receipt of a correct invoice, unless otherwise specified on the purchase order.
- 1) The Seller shall upload/file true, accurate and correct details of the invoices issued in the returns filed with the statutory authorities, failing which DN shall be entitled to withhold payment to the extent of SGST/CGST/IGST charged, if any.
- 2) In case of sales return for any reason whatsoever, or deficiency in service if any, the Seller shall issue credit notes within 30th September of the subsequent year from the year of receipt of goods/services by DN.
- 3) The Seller shall take all necessary steps including but not limited to uploading invoice/s in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. from time to time and shall further comply with all applicable laws including but not limited to any SGST/CGST/IGST laws for the time being in force so as to enable DN to avail appropriate tax credits including but not limited to input tax credit or otherwise. Any loss or non-availability of input tax credit by DN due to non-compliance of any applicable tax laws including but not limited to SGST/CGST/IGST laws for the time being in force or otherwise, on the part of the Seller, an amount equivalent to any tax liability accruing to DN and/or to the extent of any loss accrued to DN due to the non-availability of input tax credit or any liability accrued to DN, DN shall be entitled to deduct from the payment/s due to the Seller and / or the same shall be reimbursed by the Seller as the case may within a maximum period of **30** days from such written intimation by DN to the Seller and/or till such time the default/s is/are either rectified or made good by the Seller and DN is satisfied that it is in a position to claim valid input tax credit within the time-lines as per applicable laws
- 10.0 Packaging:** Seller shall package the goods in accordance with accepted standard commercial practices and as per any statute for the time being force for normal shipment considering the type of goods involved and the normal risks encountered in shipment. Each package shipped to DN shall be numbered and labeled with DN's purchase order number, stock number, contents and weight, and shall contain an itemized packing slip. No charges of any kind will be allowed, including charges for boxing, packing, crating or cartage, unless specifically agreed to by DN on the face hereof.
- 11.0 Risks of loss:** Regardless of F.O.B. point, Seller agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to acceptance by DN. No such loss, injury, or destruction shall release Seller from any obligations hereunder.
- 12.0 Time is of the essence:** in this contract,
- 13.0 Quantity Tolerance:** At DN's option, any excess quantities shipped may either be returned at Seller's expense or paid for at a price not to exceed 80% of the invoiced price.
- 14.0 Quality Standards:**
- 14.1 Name Brand: If a special brand is specified in this order, the goods being purchased must meet the standard for quality, performance, and use of such brand. If DN elects to accept goods purported to be equal to the special brand, the goods may be rejected if any specification is determined to be nonconforming.
- 14.2 Custom-Made: Any parts or materials that are custom-made to DN's specifications are required to pass inspection criteria established by DN's Quality Assurance Department.
- 15.0 Inspection and Quality Control:** All items furnished under this order by Seller to DN shall be subject to inspection and tests by DN, or representatives of third party purchasing DN's product in which items will be used ("User's Representative"). To the extent practicable inspection may be made at all times and places, employees while at DN's premises including the period of manufacture and prior to acceptance..
- 16.0 Rejection:** All goods purchased hereunder are subject to DN's inspection and approval. Goods rejected by DN for whatever reason shall be held, transported and/or stored at Seller's sole expense. Seller shall promptly reimburse DN for any such expenses. DN reserves the right to charge Seller an administrative cost for any rejection.
- 17.0 Assignment:** Seller shall not assign or sub-contract this order without DN's prior written consent.
- 18.0 Verbiage:** The term "Seller" or "Contractor" or both of said terms, as may be appropriate, shall mean the person, firm or corporation to whom the purchase order is addressed, whether the order be for manufactured goods, materials, supplies and work, or some or all of them.
- 19.0 Special Tooling , Drawings, Artwork or specifications:**
- 19.1 Seller is responsible for the protection, calibration, maintenance, and care (other than normal wear) of all tooling, artwork, and equipment owned by DN. Said tooling, artwork or equipment shall be subject to surveillance inspection upon notice and shall be returned in an acceptable condition immediately upon demand or notice.
- 19.2 Any drawings, artwork, or specification prepared by Seller are to become the property of DN and shall be marked "Property of DN" and shall be stored separately when not in use. Such drawings, artwork or specifications will be sent to the DN Purchasing Department immediately when requested.
- 20.0 Advertising:** No advertising or publicity matter having or containing any reference to DN shall be made Seller without the written consent of DN.
- 21.0 Infringements:** Seller warrants that DN's purchase, installation, sale and/or use of the goods covered hereby, including, but not limited to any related documentation, will not result in any claim of infringement, or actual infringement of any patent, trademark, copyright, franchise, trade secret or other intellectual property right. Seller shall indemnify and hold DN harmless from and against all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature, including without limitation reasonable attorneys' fees, arising from or out of any breach of the foregoing warranty.
- 22.0 Disclosure of Information:** All data and information not already in the public domain, developed or disclosed during the life of this order, will be the property of DN and will be held in secrecy and confidentiality by the Seller. Seller shall protect all data and information received from DN with the same degree of care with which it protects its own trade secrets and proprietary, commercial, technical and confidential information. Seller will keep confidential all such data and information until it comes into the public domain or until DN's Purchasing agent consents in writing to disclose.
- 23.0 Compliance with Laws:** Seller shall comply with all applicable federal, state and local laws, rules, regulations and other legal requirements, including, but not limited to including but not limited to the provisions of the Provident Fund and Miscellaneous Provisions Act, Employees State Insurance Act 1948, Minimum Wages Act, Payments of Wages Act, 1936 etc. DN, shall not be liable in any manner whatsoever for non-compliance on the part of the Seller of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by the Seller, the Seller shall indemnify and hold harmless DN against all fines and penalties assessed and costs and expenses incurred which may arise out of result from the Seller's failure to do so. The laws of India shall govern this transaction.
- 1) Any costs, liabilities, dues, penalties, fees, interest, fine or otherwise as the case may be, which accrues and/or may accrue to DN at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to any default on the part of the Seller, the Seller shall be solely liable to make good such costs, liabilities, dues, penalties, fines, fees, interest, fine or otherwise to DN. Such borne by the Seller. An amount equivalent to such costs, liability, dues, penalty, fines fees, interest, fine or otherwise as the case may be shall be unconditionally reimbursed by the Seller within a maximum of 30 days. Any SGST/CGST/IGST laws as may be applicable on such recovery of amount shall also be borne by the Seller and same shall be collected by DN.
- 24.0 Attorney Fees:** In any suit or action brought to enforce any term, condition, or covenant herein, or to recover damages arising from any breach of this contract, the losing party shall pay to the prevailing party reasonable attorneys' fees and all other costs and expenses which may be incurred by the prevailing party in any such suit or action and in any reviews thereof and appeals therefrom.
- 25.0 Service or Installation of work:** In the event this order requires the performance of work or installation of goods by Seller upon any property or project of DN, the following conditions shall also be applicable:
- 25.1 Seller shall take precautions to protect all property and persons from damage or injury arising out of its work and shall comply with all fire, safety and other applicable regulations prescribed by any governmental agency and by DN and/or owner of the project upon which work is being performed, and shall be responsible for the observance thereof by all sub-contractors, employees, agents and representatives of Seller and its subcontractors. Seller shall also obtain at its own expense and provide DN with proof of insurance coverage providing for 30 days' notice of cancellation to DN satisfactory to DN for workmen's compensation and property damage, public liability, personal injury, employer's liability and other applicable insurance.
- 25.2 Seller shall keep the premises and work free and clear of all mechanics' and materialmen's liens or claims; Seller shall promptly pay for all labor and material and if Seller fails to do so DN, without waiving any rights or remedies against Seller for or by reason of such failure may, but without any obligation to do so, pay the same and deduct the amount of such payments from sums due to Seller hereunder; and DN may withhold any payment to Seller until receiving such affidavits, waivers, and releases with respect to claims for labor and materials as DN may require.
- 25.3 The work shall remain at Seller's risk prior to written acceptance by DN and/or the owner of the project and Seller shall replace at its own expense all work damaged or destroyed by any cause whatsoever.
- 25.4 Seller shall observe and comply with, to the extent required by DN, the wages, hours and working conditions established by DN on the project or required of DN by an applicable labor agreement.
- 25.5 Seller shall act as an independent contractor and not as the agent or representative of DN.
- 25.6 Seller shall perform its work in accordance with the schedules and work programs established by DN and shall fully cooperate with DN and others engaged in work on the project so that the work on the entire project may be performed with the utmost speed, consistent with good practices. In case of conflict, DN may direct the necessary coordination.
- 25.7 Seller shall carry on its work so that the premises shall at all times be clean, orderly and free from debris and upon completion shall remove all equipment and unused materials from the project; cleanup all refuse and debris and leave the site of the work clean, orderly and in good condition.
- 25.8 Seller shall require Seller's employees, agents, contractors or sub-contractors to abide by DN's Work and Safety rules when work or services are performed at DN's premises. DN has the right to exclude personnel from DN's premises who do not abide by such rules, and at DN's election, to declare a default under the order.
- 25.9 Seller is solely liable for its employees, agents, contractors or subcontractors and their action while on DN's premises and the Seller indemnifies and will protect DN from all losses, claims, expenses, damages arising from or out of the presence or activity of Seller's employees while at Purchaser's premises.
- 26.0 Ethical Business Practices:** By accepting this order, you agree and confirm that you will comply with all applicable laws, rules, and regulations, including all anti-corruption laws such as the Foreign Corrupt Practices Act and the UK Bribery Act. You also agree to comply with all applicable DN policies, including the Code of Business Ethics, Supplier Code of Conduct, and Anti-Corruption Policy. You agree that DN may audit your books and records related to DN transactions to confirm compliance with the above provisions and may immediately terminate business with you for any failure to comply with the provisions.