

PURCHASE ORDER																
<b>To,</b> <b>Switching AVO electro power Ltd</b> # 2nd Floor, House No.17, Bye Lane No.1,, Floor No.7, Kamrup Metropolitan,, , Assam  <b>GST TIN No</b> : 18AAICS2473C1ZE					<b>PO NO :</b> INS-PO-003654 <b>DATE :</b> 28-Sep-21  <b>SUPPLIER REF No :</b> <b>PAYMENT TERMS :</b> Payment due in 30 days. <b>CURRENCY :</b> INR											

<b>BILL TO : Inspira Enterprise India Limited</b> YASHI IT SUNGBA AO, UP LAND,, Near Lorie Baptist Church, IMPHAL ROAD, Kohima- 797001, Nagaland						<b>SHIP TO : Inspira Enterprise India Limited</b> YASHI IT SUNGBA AO, UP LAND,, Near Lorie Baptist Church, IMPHAL ROAD, Kohima, -797001, Nagaland. <b>Contact Person :</b> <b>GST TIN No:</b> 13AABCI9669R1ZQ										
<b>GST TIN No : 13AABCI9669R1ZQ</b>																
								CGST		SGST		IGST		TCS		
Sr. No	Part No.	Product/Service Description	HSN/SAC No.	Qty	UOM	Unit Price	Total Taxable Value	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	Amount
2		AMC for 1st Year to 5th Year	9987	5	Number s	198,000.00	990,000.00	0%	0.00	0%	0.00	18%	178,200.00			1,168,200.00
Total							990,000.00									
Total Purchase Order Amount in Words											Total Amount Before Tax				990,000.00	
****Eleven Lakh Sixty Eight Thousand Two Hundred ONLY											Discount					
											SGST				0.00	
											CGST				0.00	
											IGST				178,200.00	
											TCS				0.00	
											Tax Amount : GST				178,200.00	
											Total Amount After Tax				1,168,200.00	
											GST Payable on Reverse Charge					

SPECIAL INSTRUCTIONS

Note To Supplier :  
Terms and Conditions :

Invoice Contact : procurement@inspiraenterprise.com

Forward Freight Details

Address: ,  
Contact Person:  
Contact Nos :

For :Inspira Enterprise India Limited

PAN No.

Authorised Signatory

Registered Office : Inspira Enterprise India Limited, 23, Level 2, Kalpataru Square, Kondivita Lane, Off Andheri Kurla Road, Andheri (East),/MUMBAI-401205/Maharashtra

This is a system generated PO, hence do not require any signature.

INSPIRA ENTERPRISE INDIA PVT LTD PURCHASE ORDER STANDARD TERMS

The Supplier is the entity this purchase order ("Order") refers to.

1.

**DESCRIPTION OF SERVICES**

The Supplier will offer its products ("Products") through OEM and its applicable OEM services ("Services") for sale to INSPIRA on a non-exclusive basis.
2.

**TERM AND TERMINATION**

This Order shall commence on the date the Order is issued and will remain in effect until terminated or unless superseded by terms agreed to between the parties. INSPIRA may terminate this Order for convenience upon thirty (30) days prior written notice. Termination of this Order shall not limit either Party from pursuing any other available remedies, including injunctive relief.
3.

**SUPPLIERS GENERAL OBLIGATIONS**

Subject to the terms and conditions of this Order, Supplier hereby grants to Inspira thru OEM nonexclusive, non-transferable right to resell the Products and Services purchased by Inspira hereunder to Customers. Inspira will provide details of end -customer to supplier on demand and will ensure that procured material / Services will be supplied only against the end customer which listed in the PO.
4.

**ORDER ACCEPTANCE**

Supplier's acceptance of any Inspira purchase order, as evidenced by any written acknowledgment or the delivery of the specified Products or Services, shall be subject to this Order. No terms and conditions specified or pre-printed on any Supplier quotation, order acknowledgement, or other form of confirmation shall add to or modify the terms of this Order unless specifically agreed to in writing by Inspira. Order and its terms shall deemed to have been accepted by Supplier unless rejected within seven business days by Supplier.
5.

**PRICES AND TAXES**

The list prices for Products or Services are as specified in the Supplier's price list that is current at the time of INSPIRA purchase order or as otherwise specified on a valid Supplier quotation. Prices include all taxes, duties, or other government-imposed fees, except applicable state or local sales and use taxes, which taxes INSPIRA will pay provided they are separately itemized on the invoice. Supplier will raise invoice as per actual tax details. INSPIRA shall have the right to require Supplier to contest, at INSPIRA expense, any taxes that INSPIRA may deem to be improperly levied. Supplier certifies that it is properly registered to collect and remit such taxes to the applicable taxing authority. Supplier agrees to pay, and to hold INSPIRA harmless from and against, any penalty, interest, additional tax, or other charge that may be levied or assessed as a result of delay or failure of Supplier, for any reason, to pay any tax or file any return or information required by law, rule or regulation to be paid or Supplier's failure to register for, collect and/or remit applicable tax payments. Supplier will provide thirty (30) days advance written notice of any increase in list prices. Any decrease in list prices will be effective immediately for any Products shipped after the date that the decrease is announced by Supplier. All Supplier quotations shall remain valid for a minimum period as per quotation terms and OEM Policy if any . Inspira agree to pay and to hold harmless to supplier against failure for any reason to pay any tax i.e TDS due to delay from Inspira side .
6.

**PAYMENT AND INVOICING TERMS**

INSPIRA will pay valid invoices within agreed terms of days from date of Invoice for properly received or delivered Products or Services or based on any existing payment terms agreed to between the parties, Inspira shall, if applicable, deduct the tax at source/ withholding taxes as per the prevailing tax rate and issue certificate confirming such deduction within 90 days. Invoices will be issued upon delivery of the Products or Services. Invoices issued prior to delivery of Products or Services shall be void unless otherwise authorized in writing by INSPIRA. INSPIRA will notify Supplier of any disputed invoice and will act in good faith to remedy such dispute with Supplier. No payment is due on disputed invoice until resolved to the reasonable satisfaction of INSPIRA. Any undisputed invoice issued by Supplier through OEM more than ninety (90) days from the date of delivery of the Products shall be void and INSPIRA has no obligation to pay such invoice(s).  
Suppliers ensure that all Installation services, PS Services, Training Services and other services which required evidence as proof of services need to be attached along with Invoice for payment process. In absence of such evidence Invoice issued by supplier will not process for payment and Inspira has no obligation to pay such Invoices.  
**Suppliers ensure that billing and delivery will be done upon Inspira's written confirmation only**
7.

**RETURNS**

Products that are delivered dead on arrival ("DOA"), damaged in shipment or otherwise not in compliance with the corresponding purchase order, shall be replaced within OEM Policy to INSPIRA's notice at no additional cost to INSPIRA. INSPIRA will comply with all reasonable return material authorization ("RMA") specified by Supplier. All return shipping costs will be paid by Supplier thru OEM or as per OEM Policy
8.

**SHIPPING AND DELIVERY**

All shipments to INSPIRA or a Customer shall be Delivered Duty Paid (D.D.P.) unless otherwise agreed to in writing by INSPIRA. Title and risk of loss to goods shall pass to INSPIRA upon correct delivery to the specified location as per Supplier's quote. Supplier is responsible for all freight, handling and insurance charges unless otherwise agreed to by INSPIRA. . Supplier shall immediately notify INSPIRA of any anticipated or actual delay in delivery.
9.

**WARRANTY**

As per approved quote by Inspira and as per OEM confirmation.
10.

**LIMITATION OF LIABILITY**

IN NO EVENT SHALL EITHER PARTY TO THIS ORDER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR DAMAGE TO DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF INSPIRA UNDER THIS ORDER OR OTHERWISE SHALL BE LIMITED TO MONEY PAID BY INSPIRA UNDER THE PURCHASE ORDER THAT IS RELATED TO THE CAUSE OF ACTION FOR THE DAMAGE.
11.

**DATA PROTECTION**

Supplier confirms to comply with applicable data protection and privacy laws of the country

12.

**GOVERNING LAW**

All transaction hereunder will be governed by the local INSPIRA entity issuing this Purchase Order and the parties agree to the exclusive jurisdiction of the courts therein.
13.

**COMPLIANCE WITH LAWS**

Supplier acknowledge that Prevention of corruption Act, 1988, Foreign Corrupt Practices Act "FCPA", UK Bribery Act and similar transnational legislations hereinbelow referred as "Anti-Corruption laws" are applicable to INSPIRA. Supplier further agrees to comply with all applicable laws (including but not limited to all relevant export and sanctions laws, Anti-Corruption Laws, and regulations to assure that any Products or Services delivered hereunder are in full compliance with such laws) depending upon Supplier's performance under this Order and INSPIRA's utilization or Resale of the Products or Services, in every jurisdiction where Supplier delivers Products or perform Services. The Supplier further undertake that Supplier, its sub-suppliers and vendors its employees and retainers shall refrain from any form of corrupt practices including giving any gift to solicit work and they shall comply with INSPIRA code of conduct in all their dealing with INSPIRA.
14.

**SUPPLIER'S INDEMNITY**

Supplier represents and warrants that it is an authorised distributor of OEM and in such capacity indemnify and hold INSPIRA harmless from and against any claim or liability that may result by reason of (i) Supplier's breach of these terms and conditions (ii) Supplier's negligence or willful misconduct in the supply of the Products or Services or (iii) any infringement, or claim of infringement, of any trade secret, patent, trademark, copyright or other proprietary interest of any third party based on the resale, use or installation of any Products or Services furnished under this Order and made available to end customer on a pass through basis as made available by OEM
15.

**SOFTWARE**

Any software delivered under this Order is subject to the license terms provided with it. All software license terms are established directly between Customer and OEM i.e. owner or licensor of the software. INSPIRA is not a party to any such software license and makes not warranties or representations related to the ownership, use or operation of the software. INSPIRA has no obligation to establish or enforce software license terms for the Products with any Customer
16.

**SOLUTION DESIGN**

Any shortage of hardware, software, or license due to incorrect design approved by OEM. Supplier will ensure to full fill the gap without charging any cost to Inspira. This is only applicable if Solution Designed by OEM thru supplier
17.

**FORCE MAJEURE**

Neither Party shall be in default or otherwise liable for any delay in or failure of its obligations or performance where such delay or failure arises by reason of any Act of God, or act of government body, epidemic, pandemic, acts of the common enemy, the elements, strikes or labor disputes, or other causes beyond the control of a Party; provided, however, that such events shall in no case excuse the payment obligations of either Party under this Order.
18.

**CONFIDENTIALITY**

Supplier agrees to keep confidential the terms and conditions of the Order and all proprietary information disclosed by or on behalf of Inspira or otherwise learned or obtained by Supplier in connection with the Order or the performance hereof. Supplier will not use any of this information other than in connection with the performance of the Order and will not disclose any of this information except to the extent required by law and then only after prior notice to Purchaser
19.

**SUBCONTRACTING AND ASSIGNMENT**

Supplier shall not assign this purchase order or any rights hereunder, nor delegate any duties, nor subcontract any work, without first securing the written approval of Inspira. Any attempts to do so will be null and void. The price quoted by Supplier includes the price of any goods or services obtained from any subcontractor or supplier to Inspira, unless otherwise agreed in advance by Inspira. Supplier shall incorporate these terms and conditions on any order or subcontract approved by Inspira and procured from third parties pertaining to this purchase order. Supplier shall remain fully responsible for all work performed by such third parties and shall indemnify and hold Inspira harmless for any payment required to be made to any such parties.
20.

**SURVIVAL OF TERMS**

Any terms of this Order, including but not limited to those relating to Payment, Taxes, Warranty, Limitation of Liability, which by their nature are intended to extend beyond this Order's expiration or termination will remain in effect until fulfilled.