

**PURCHASE ORDER**

PURCHASE ORDER DETAILS	VENDOR/SUPPLIER ADDRESS	BILLING ADDRESS
<b>PURCHASE ORDER NO:</b> 7400041613 <b>PURCHASE ORDER DATE:</b> 22.06.2022 <b>No of Amendments:</b> 0	<b>Vendor No:</b> 2100000044 Company SWITCHING AVO ELECTRO POWER LTD 230, S N ROY ROAD, . 700038 Kolkata India GSTIN : 19AAICS2473C1ZC	AGS Transact Technologies Ltd C/o. The Cotton Corporation of India Ltd, Compartment 5, Godown No.III, Plot No.S 5 Sector - KWC, Warehousing Complex, 410218 Kalamboli India GSTIN : 27AAECA0901H1Z6

SR. Product No. Code	Description	Qty	Unit	Price (INR)	Total (INR)
1 3000081	UPS AMC for Canara Bank Nil Tax	200	EA	2,124.00	424,800.00
				<b>Total</b>	424,800.00
				<b>Discount</b>	-0.00
				<b>Grand Total(INR)</b>	424,800.00
<b>Grand Total in Words:</b>		<b>FOUR LAKH TWENTY FOUR THOUSAND EIGHT HUNDRED RUPEES ONLY.</b>			

**Remark :** Payment temrs :- 60 days PDC along with PO  
 Remarks :- Taxes all Inclusive  
 Note :-  
 1.Billing should be state wise as per details shared by project team  
 2.All Invoices should be state wise this a master po  
 3.Billing should be on quarterly basis at quarter end  
 Project : Canara Bank  
 Total Comperhensive AMC

**DELIVERY PERIOD** : 01-April-2022 to 31-March-2023  
**WARRANTY/GUARANTEE TERMS** : N/A  
**PAYMENT TERMS** : Refer the Remarks

**CIN :** U72200MH2002PLC138213

**NOTES:**

1. Kindly mention Our P.O No. in your Invoices and delivery challan.
2. Please send two copies of your final invoice along with deliveries.
3. Final payment will be one on the basis of agreed rates as per the P.O
4. Courts in Mumbai shall have exclusive jurisdiction for adjudicating all disputes arising out of this Purchase Order.
5. Original Invoice to be submitted immediately on completion of job or services with all the appropriate supporting documents.
6. Packing list required along with serial numbers of the products.
7. Invoices to be GST complaint with correct GST numbers as mentioned in PO.

## Terms and conditions

1. A reference to "AGS TTL" means AGS Transact Technologies Ltd.
2. All orders are placed subject to the AGS TTL's Standard Conditions of purchase as herein printed, unless expressly accepted in writing by AGS TTL, any qualification of these conditions in the Seller's order confirmation or anything contrary to or inconsistent with any of these conditions, shall be deemed to be and will be treated as inapplicable and of no effect to the extent that they may conflict and the General Terms attached to the PO of the AGS TTL which shall always prevail.
3. AGS TTL 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 to the cost and time shall be made by the parties and this Purchase Order shall be modified in writing accordingly.
4. AGS TTL may delay delivery, payment, and/or acceptance occasioned by cause beyond its control for any reason whatsoever including but not limited to any event of Force Majeure.
5. All Material's against a PO will be accepted only on factory working days between 9:30 a.m. and 3:30 p.m. or as stipulated by AGS TTL from time to time, and the Material should be securely packed against the damage on transit by rail/road/air or sea and such packing shall conform to the specific instructions of AGS TTL, if any. as Delivery schedule and installation dates will be pre-fixed on mutually agreed terms. Supplier will ensure that no damage, shortage, breakage, leakage etc., occurs during transit or at the time of Delivery and at no point AGS TTL will be held liable for any such damage, shortage, breakage, leakage etc.
6. AGS TTL reserves the right to test all Material supplied against the PO as per AGS TTL specifications and test methods, and if found not acceptable, will be rejected. Nett weights, volume, measurement determined by AGS TTL shall be treated as final and binding on the Supplier or his agent and the same will not be disputed at any cost.
7. All rejected Material shall be taken back by the Suppliers at its own costs within ten days of intimation of rejection by AGS TTL and such rejected Material shall under all circumstances lie at the risk of the Supplier from the moment of rejection and AGS TTL shall not be liable in any manner for loss, shortages, quality deterioration or for any other reason whatsoever. If the Supplier fails to remove the rejected Material within the stipulated time AGS TTL shall be at liberty to dispose of such Material in such manner as it may think appropriate without any liability to the Supplier.
8. The Supplier undertakes to substitute the defective or rejected Material within the validity period of the PO or within the date as mutually agreed in writing between AGS TTL and the Supplier. In case the Supplier fails to substitute such defective or rejected Material then AGS TTL shall levy a penalty as mentioned in this Purchase Order.
9. The Supplier represents and undertakes that they are the lawful owners and have a valid title over the said Material supplied and are legally entitled to transfer, sell, assign or license the said Material without any approval or consent from any third party.
10. The Supplier represents that all the statutory dues, taxes, levies or any other due payable to any statutory authority relating to the Material supplied is the Supplier's responsibility and undertakes to comply the same.
11. The relevant states' GST Tin date of such registration of the Supplier shall appear on the invoices. If necessary, on demand by AGS TTL, the Supplier shall produce a copy of the certificate issued by the tax authorities to these effect without fail. In the event of any breach or default or negligence in complying with the same, this Purchase Order shall stand cancelled or suspended, at the option of AGS TTL. AGS TTL reserves the right to recover from the Supplier the GST charged or any other tax payable/paid by AGS TTL on this count.
12. Supplier shall Provide valid Tax invoice for the supplies made to AGS TTL as per the provisions of the GST Act & rule thereunder and shall include the following information: (a).name, address and GSTIN of the supplier;  
The supplier shall be responsible for all procedural compliances related to the payment of Indirect Taxes, including CGST, SGST, UTGST, IGST including filing of returns and payment of taxes. Any costs including and not limited to tax liability, penalty, fine, interest, legal fees arising to the Company on account of default of the Supplier in filing of returns or payment of taxes or both shall be indemnified by the Supplier to the Company and borne entirely by the supplier.#

In case of any default by the supplier on payment of applicable taxes or filing of returns or issuance of proper documents entitling the Company to avail credit, or rectifying the mismatch, then, notwithstanding anything contained in these Purchase Order contract the Company shall have the right to terminate the contract forthwith and also shall have the right to recover any loss arising to the Company as a result of the default by the supplier, either by withholding the amounts due to the supplier or by recovering the said amount from the supplier .

13. It is the responsibility of the Supplier to ensure that correct taxes are charged under the GST Act/Rules, including consideration of provisions pertaining to place of supply under the GST Act/Rules.
14. In an event of AGS TTL becoming liable for payment of any tax, interest, penalty on account of error in raising of invoices or levy of taxes in the invoices by the Supplier, then the same shall be indemnified by the vendor to AGS TTL forthwith.
15. In case of any delay / denial of input tax credits pertaining to the taxes charged by the vendor under GST to AGS TTL on account of any errors/omissions/delay/ failure in complying with the provisions of GST Act/Rules, AGS TTL shall recover such amount along with Interest and penalty forthwith .
16. Invoices/Taxes: Invoices shall be rendered separately for each delivery, cover not more than one order, and specify AGS TTL's purchase order number. Invoices shall be sent to AGS TTL's entity specified on the face of this Purchase Order at the address indicated in the section "bill to", marked for the attention of its accounts payable. In the event of there being any discrepancy in the invoice as regards the amounts for the services or the Products. AGS TTL shall pay only for the undisputed amounts and shall withhold the payments in respect of the disputed amounts till such time AGS TTL is satisfied as regards the accuracy of the amounts contained in the invoices. The invoicing shall be done in accordance with the applicable law so as to ensure that AGS TTL is able to take all applicable tax credits. The Supplier shall indemnify AGS TTL for any loss, demand, or penalty levied by any authority due to the infirmity in the invoice raised by the Supplier. The Supplier shall be responsible for complying with all taxes and duties including but not limited to excise, sales, import, customs, duty, use, value added taxes or similar fees and other statutes and laws.

## Terms and conditions

17. The purchase price is fixed and shall not be subject to any sort of increase on account of for inflation, currency exchange fluctuation, taxes or any other adjustment whatsoever, unless otherwise specifically agreed between the parties in writing and mentioned in this Purchase Order. However, in case of any reduction in taxes, currency exchange fluctuation, or any other reason, the Supplier shall pass on such benefits to AGS TTL.
18. If in order to comply with AGS TTL's required delivery date it becomes necessary for vendor to ship and /or supply by means of a more expensive manner than specified in this Purchase Order, any additional transportation costs resulting therefrom shall be born exclusively by Supplier unless the necessity for such rerouting or expedited handling has been solely caused by AGS TTL and AGS TTL has approved in advance to pay such additional charges. Supplier shall bear the transit insurance which shall be valid till the date of delivery plus 15 days.
19. AGS TTL shall have the right to set off any amounts from any payment payable to the vendor for any monies due from AGS TTL to the Supplier , regardless of whether such monies are due under the Purchase Order or not .
20. In the event that this Purchase Order requires the performance of work or installation of Product by Supplier on any property or project of AGS TTL, the following conditions shall also apply in addition to any other terms and conditions set forth in this Purchase Order:
- 20.a. Supplier 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 government agency and by AGS TTL 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 vendor and its subcontractors.
- 20.b. Supplier shall keep the premises and work free and clear of all mechanics' and material liens or claims; vendor shall promptly pay for all labour and material and if Supplier fails to do so AGS TTL, without waiving any rights or remedies against Supplier 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 vendor hereunder; and AGS TTL may withhold any payment to vendor until receiving such affidavits, waivers, and release with respect to claims for labour and materials as AGS TTL may require.
- 20.c. The work shall remain at Supplier's risk prior to written acceptance by AGS TTL and Supplier shall replace at its own expense all work damaged or destroyed by any cause whatsoever.
- 20.d. Supplier shall observe and comply with, to the extent required by AGS TTL, the wages, hours, and working conditions established by AGS TTL on the project or required of AGS TTL by an applicable labour laws and shall provide relevant proofs to AGS TTL as and when required by AGS TTL.
- 20.e. Supplier shall act as an A49 independent contractor and not as the agent or representative of AGS TTL. The Supplier is an independent entity and not an agent and/or employee of AGS TTL. Supplier agrees that it will not represent that it is an agent of AGS TTL nor hold itself out as such. Supplier shall not enter into any agreement or arrangement which will bind AGS TTL legally or otherwise, without the prior written consent of AGS TTL.
- 20.f. Supplier shall perform its work in accordance with the schedules and work programs established by AGS TTL and shall fully cooperate with AGS TTL 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 the good practices. In case of conflict, AGS TTL may direct the necessary coordination.
- 20.g. Supplier shall keep the premises clean at all times, orderly and free from debris and upon completion shall remove all equipment and unused materials from the project; clean up all refuse and debris and leave the site of the work clean, orderly and in good condition.
- 20.h. Supplier shall require vendor's employees, agents, contractors or sub-contractors to abide by AGS TTL work and safety rules when work or services are performed at AGS TTL's premises/ customer's premises as well as all rules, regulations, industry standards, and customer requirements where the Products are installed or services are performed. As the work is likely to place Supplier's employees in close proximity to sensitive information and valuable property, Supplier agrees to perform such background checks and drug testing in conformance with AGS TTL's requirements and/or as is required by AGS TTL's customer(s), but in any event Supplier shall meet requirements for background checks and drug testing as may be required by law. AGS TTL has the right to exclude Supplier personnel from AGS TTL's or a customer's premises who do not abide by such rules, and Supplier shall do so immediately. At AGS TTL's election, AGS TTL may declare a default under the Purchase Order if Supplier violates this Section.
- 20.I. Supplier is solely liable for its employees, agents, contractors or sub-contractors and their action while on AGS TTL's premises / AGS TTL's project sites, and the Supplier indemnifies and will protect AGS TTL from all losses, claims, expenses, damages arising from or out of the presence or activity of Supplier's employees, agents, contractors or sub-contractors while at the AGS TTL's premises / Customer's premises.
21. Neither Supplier nor AGS TTL will be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, under any warranty or otherwise, arising under or in connection with this Purchase Order for: (I) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; or (iv) loss of anticipated savings.
22. The foregoing limitation shall not apply to: (I) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; (iii) or any other liability which cannot be limited or excluded by applicable law or (iv) breach of intellectual property rights.
23. Supplier warrants that AGS TTL's purchase, installation, sale and/or use of products 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. Supplier shall indemnify and hold AGS TTL 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. In the event any such claim is made and/ or interlocutory order is passed which restrains the use of the product or holds that it infringes the intellectual property rights of any third party, then the Supplier shall immediately and lawfully secure all necessary consents to continue the product to AGS TTL and/ or its customers.

## Terms and conditions

24. The products supplied are of merchantable quality, fit for the purpose of its intended use and are in compliant with the relevant specified quality standards.
25. The products supplied do not infringe any statutory Rules and/ or Regulations including without limitation any patent, copyright, trade mark or design.
26. If a special brand is specified in this order, the products being purchased must meet and conform to the standard for quality, performance, and use of such brand. If AGS TTL elects to accept product purported to be equal to the special brand, the products may be rejected if any specification is determined to be nonconforming in the sole opinion of AGS TTL.
27. Without prejudice to any other remedies of AGS TTL in law or under the Agreement, AGS TTL shall have the right to withhold up to a maximum of twenty (20) percent (20%) of the total amount of the purchase price as retention until any and/or all the contractual obligations, including but not limited to the warranties are fulfilled by the Supplier under this Purchase Order. AGS TTL shall release the retention within thirty (30) days after AGS TTL confirms that the contractual obligations of the Supplier are fulfilled and accepted by AGS TTL to AGS TTL's satisfaction.
28. Supplier agrees to bear all risk of loss, injury, or destruction of Products ordered herein till the Products are accepted by AGS TTL. No such loss, injury or destruction shall release Supplier from any obligations hereunder. Title of the Products shall pass to AGS TTL on acceptance of the Products and/or upon the successful installation, as confirmed by AGS TTL of the Products as the case may be.
29. This Purchase Order MUST be acknowledged. If not acknowledged within 5 working days from the date of this Purchase Order, it will be deemed as accepted and binding on the Supplier.
30. By accepting this Purchase Order, Supplier agrees to be bound by the terms & conditions mentioned above. No additions or modifications shall be binding upon AGS TTL unless expressly agreed to in writing by an authorized representative of AGS TTL.
31. Term of this Purchase Order shall be from the date of execution of this Purchase Order and shall continue till this Purchase Order is terminated by AGS TTL.
32. This Purchase Order shall be terminated at the sole option of AGS TTL by giving a written notice of 10 days without assigning any reason whatsoever and without any liability to the Supplier.
33. Any and all disputes between the Parties arising out or in connection with this Purchase Order or its performance (including the validity of this Purchase Order) shall, so far as is possible, be settled by reference to a sole Arbitrator appointed by AGS TTL mutually by the Parties. Appointment shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be in English and shall be held at Mumbai. Award passed by the arbitrator shall be final and binding upon the Parties.
34. The Supplier shall not be entitled to assign this Purchase Order to any third party. However AGS TTL shall be entitled to freely assign this Purchase Order.
35. The Supplier shall not be entitled to sub contract any part of this Purchase Order to any third party without the prior written consent of AGS TTL. It is further agreed by the Supplier that although in case of AGS TTL giving such consent, the Supplier shall be liable for the performance of Service as contemplated herein.
36. The Supplier grants to AGS TTL a fully paid up, world # wide, non # exclusive, transferrable, irrevocable, license to use the Software for AGS TTL business purposes on or in conjunction with the Services with which such Software was originally delivered.
37. This Purchase Order shall be governed by the laws of India. Parties shall comply with all applicable laws and all the rules, regulations and notifications made there under. Mumbai courts shall have exclusive Jurisdiction with regards to any and all disputes relating to the terms and conditions of this Purchase Order.
38. The Supplier shall at all times, maintain confidentiality regarding the contents of the Purchase Order and any business, technical or financial information that is included in this Purchase Order.
39. The Supplier shall cause performance security to AGS TTL in form of a Performance Bank Guarantee for an amount and for a period as mentioned in this Purchase Order within ten (10) calendar days of acceptance of this Purchase Order. Failing in submission of PBG within specified period as mentioned herein, AGSTTL will withhold the amounts equivalent to Performance Bank Guarantee from their invoice(s) / outstanding payments from AGS TTL. In case of non-compliance of any terms of this Purchase Order by the Supplier, AGS TTL shall be entitled, in its sole discretion, to invoke this Performance Bank Guarantee from time to time.