

DOMIS TECH PRIVATE LIMITED*Making Automation Easier*

1502, Tower 16, Paras Tierea, GH1
Sector 137, Noida, U.P. 201301
9711986294, 9711879573

GSTIN: 09AAGCD4062N1ZA

PURCHASE ORDER

TO:
Mr. Ayon Modak
Claritus Management Consulting Private Limited.
A-27C, A Block, Sector 16, Noida, Uttar Pradesh
201301
Mob. No. 9811249746
Email: ayon.modak@claritusconsulting.com

BILL TO:
Sandeep Singh
Domis Tech Pvt Ltd.
1502, Tower 16, Paras Tierea, Plot No GH-1
Mobile No.-9711986294
Email: ssingh@domistech.com

P.O. NUMBER:
DTPL-CC-20240314 R0
*[The P.O. number must appear on
all related correspondence,
shipping papers, and invoices]*

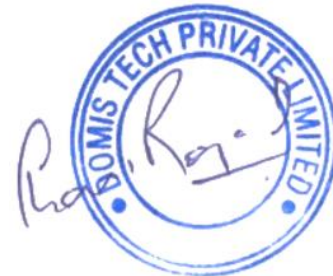
Ref: Refer to discussion had with you. Please supply the following item subjected to the term and conditions mentioned here under and overleaf.

P.O DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
3/14/2024	Claritus Management Consulting Private Limited.	Road	Mr. Ayon Modak	30 Day

QTY	UNIT	DESCRIPTION	RATE	AMOUNT
1	No's	Windows Server Standard Core 2022	INR 77973.00	INR 77973.00
1	No's	SQL Server Standard 2022	INR 72050.00	INR 72050.00

SUBTOTAL	INR 150023.00
IGST@18%	INR 27004.14
SHIPPING AND HANDLING	0
OTHER	0
TOTAL	INR 177027.14

- Local Travel, Food, Lodging, Boarding will be in our scope.
- Payment terms will be 30 Days against Performa Invoice. Through Cheque or digital transfer.
- Vendor or any Vendor's employee shall not directly or indirectly work with any of the clients where vendor engineer has been deployed by Domis Tech Private Limited. In the event that above term is breached, vendor will be liable to pay Domis Tech Private Limited a fee of INR 100000.
- Send all correspondence to:
Shashi Ranjan Singh
1502, Tower 16, Paras Tierea, GH1
9711986294, 9711879573
201301



Authorized by Shashi Ranjan Singh

3/14/2024

TERMS & CONDITIONS FOR THE PURCHASE OF GOODS/SERVICES

These terms & conditions apply to any purchase orders, releases or other means of ordering ("AGREEMENT") between seller ("SELLER") and Domis Tech Private Limited ("BUYER") (individually "PARTY; collectively "PARTIES") relating to goods/services (individually "GOODS" "SERVICES" and collectively "GOODS/SERVICES").

1. MATERIAL, PRODUCT OR EQUIPMENT DISPOSAL. If SELLER disposes any item, that is associated with BUYER's products or that incorporates BUYER's IP RIGHTS ("DISPOSAL ITEM"), then SELLER will ensure the DISPOSAL ITEM is made unsalvageable and will not subcontract the disposal without prior written consent of BUYER.

2. RETURN OF GOODS. BUYER is entitled to return to SELLER any GOODS that are not in full compliance with this AGREEMENT at SELLER's expense for credit to BUYER at the full price plus all reasonable costs and expenses associated with such return.

3. SERVICES NOT IN COMPLIANCE WITH THIS AGREEMENT. If SERVICES are not in full compliance with this AGREEMENT, then BUYER is entitled to a credit or to withhold payment in whole or in part, and BUYER, upon prior written notice to SELLER, may employ a third party to perform SELLER's obligations under this AGREEMENT at SELLER's expense.

3.2 TRANSACTION TAXES TRANSACTION TAXES mean any consumption taxes, fees or charges imposed by a tax authority such as sales, use, excise, or value-added taxes the taxable incident of which occurs either at invoicing or upon BUYER's payment and do not include import/export duties, levies or charges or customs related expenses. Each PARTY will provide the other PARTY with documentation required by any tax authority regarding the reporting, filing and potential recovery of TRANSACTION TAXES. BUYER is entitled to withhold payment of the TRANSACTION TAXES until SELLER provides BUYER with such documentation.

Seller acknowledges his obligations under the GST laws to timely: a) Pay taxes as per schedule, b) File returns, c) there is no mismatch on GST network (herein referred to statutory obligations). The buyer has the right to withhold the amount of transaction tax in the event the aforesaid statutory obligations are not met. In this regard the buyer shall give a prior written communication for complying with statutory obligations within 15 days. Parties agree that the BUYER has the right to withhold Transaction Taxes in the event of aforementioned Statutory Obligations are not timely met.

Upon request, BUYER will provide SELLER with any resale certificates, exemption certificates or other information relating to TRANSACTION TAXES. If a withholding tax applies to payments made by BUYER under this AGREEMENT, then BUYER is entitled to deduct such withholding tax from the PRICE on SELLER's account. The SELLER is solely responsible for any costs and tax on goods and services used and consumed by the SELLER in providing the services or the goods under this AGREEMENT

4. TERMINATION FOR CONVENIENCE BY BUYER. BUYER is entitled to terminate this AGREEMENT for convenience with not less than five (5) calendar days written notice to SELLER, without any penalty, liability or further obligation.

5. DUE DATE FOR PAYMENT. The due date for payment is calculated from the date the accurate invoice is received at the location as designated by BUYER. In no event will payment occur prior to BUYER's receipt of the GOODS, or the date of performance of the corresponding SERVICES or if required, prior to the date where BUYER obtains government approval for payment, whichever is later. BUYER may withhold payment if SELLER's invoice is inaccurate or does not meet BUYER's invoice requirements or if SELLER's invoice does not meet legal or tax requirements. Each invoice submitted by SELLER will describe the work performed and the corresponding charges in a manner reasonably satisfactory to BUYER.

6. REPRESENTATIONS AND WARRANTIES RELATING TO THE GOODS/SERVICES. SELLER represents and warrants that at the time when title passes to BUYER, and for the shelf life of the GOODS, the GOODS and any parts thereof (article(s), chemical or other component(s) or composition(s)): (i) are in full

compliance with the specifications which are either attached to the AGREEMENT or incorporated by reference ("SPECIFICATIONS"); (ii) are safe and otherwise appropriate and fit for BUYER's intended use; (iii) are of merchantable quality and free from latent and patent defects; and (iv) are in full compliance with all applicable LAWS. SELLER represents and warrants that at the time of performance of the SERVICES, and continuously thereafter, the SERVICES: (i) are in full compliance with the SPECIFICATIONS; (ii) are done in a competent, workmanlike manner and free from defects in materials and workmanship, whether latent or patent; (iii) are in conformity with the standards of care employed by leading vendors in the services industry for projects of this kind and scope; and (iv) are in full compliance with all applicable LAWS. BUYER waives its right for breach of this Section 6 if BUYER does not notify SELLER of the breach within the later of four (4) years after the breach has occurred or within one (1) year after BUYER discovers such breach but no longer than five (5) years after the breach has occurred.

7. TITLE AND LIENS. At the time when risk of loss passes to BUYER, SELLER will pass to BUYER good and marketable title to the GOODS, free and clear of all liens, claims, security interests, pledges, charges, mortgages, deeds of trusts, options, or other encumbrances of any kind ("LIENS"). SELLER will keep any of BUYER's property in the possession or the control of SELLER or any of its subcontractors free and clear of any LIENS and will identify it as BUYER's property.

8. INTELLECTUAL PROPERTY RIGHTS. SELLER represents and warrants that the GOODS/SERVICES and any resulting work product will not infringe, violate, or misappropriate any copyrights, patents, trademarks, design rights or registrations, trade secrets, confidential information, or similar intellectual property rights (collectively "IP RIGHTS") of any third party. SELLER represents and warrants that at the time hereof there are no claims being asserted and no actions pending or threatened against SELLER by any third

party that the GOODS/SERVICES and any resulting work product allegedly infringe, violate or misappropriate third party IP RIGHTS. SELLER will provide BUYER with immediate notice of such claims or actions as they arise.

9. CHILD LABOR, FORCED LABOR AND SUSTAINABILITY GUIDELINES. SELLER will not employ children, prison labor, indentured labor, bonded labor or use corporal punishment or other forms of mental and physical coercion as a form of discipline. In the absence of any national or local law, an individual of less than 15 years of age is considered as a child. If local LAWS set the minimum age below 15 years of age but are in accordance with exceptions under International Labor Organization Convention 138, the lower age will apply.

10. INDEPENDENT CONTRACTOR STATUS. The PARTIES are independent contractors with respect to each other, and nothing in this AGREEMENT will be construed to place the PARTIES in the relationship of partners, joint ventures, fiduciaries or agents. Neither PARTY is granted any right or any authority to assume or to create an obligation or to bind the other PARTY. SELLER will perform under this AGREEMENT with trained personnel and SELLER acknowledges that BUYER has no labor relationship with, right, power, authority or duty to select, hire, manage, discharge, supervise or direct any of SELLER's employees, agents, subcontractors or their employees. SELLER will indemnify and defend BUYER against any claims of SELLER's employees, agents, subcontractors or their employees alleging employment with BUYER. SELLER acknowledges that BUYER may earn a commission or rebate resulting from BUYER negotiating terms with third parties for SELLER's benefit.

11. PUBLIC DISCLOSURES. Except as required by LAWS or with BUYER's prior written consent, SELLER (i) will not disclose the existence or the terms and conditions of this AGREEMENT or the existence of a relationship between the PARTIES to any party, and (ii) will not use BUYER's, its parents', its affiliates' or subsidiaries' corporate names or trademarks.

12. MODIFICATION AND WAIVER. Any amendment, modification, waiver, or discharge of this AGREEMENT is only valid if it is in writing and signed by an authorized representative of the PARTY against which such amendment, modification, waiver, or discharge is sought to be enforced and specifically references this Section. No waiver of any breach, or the failure of a PARTY to enforce any of the terms of the AGREEMENT, will affect that PARTY's right to enforce the terms of this AGREEMENT. Any other modification, amendment or waiver of any provision of this AGREEMENT is null and void.

13. SURVIVAL PROVISION. The expiration or termination of this AGREEMENT will not affect the terms of this AGREEMENT that expressly provide that they will survive expiration or termination or which out of necessity must survive expiration or termination.

14. ACCEPTANCE. SELLER REPRESENTS AND WARRANTS THAT (I) THIS AGREEMENT PREVAILS OVER ANY GENERAL TERMS AND CONDITIONS OF TRADE, INCLUDING BUT NOT LIMITED TO SELLER'S GENERAL TERMS AND CONDITIONS AND HAS BEEN REVIEWED AND ACCEPTED BY SELLER AND (II) PERFORMANCE AGAINST THIS AGREEMENT CONSTITUTES SELLER'S UNCONDITIONAL ACCEPTANCE OF THE AGREEMENT. THIS AGREEMENT EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS OFFER AND BUYER HEREBY OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY RESPONSE TO THIS PURCHASE ORDER.