



One with the Sun

JIK Info Tech Pvt. Ltd.

C-22, Satyam Shopping Center, Ghatkopar (East), Mumbai

Mob : 9960609506, Email : mro@jikelink.com

VAT No : 27211156703V, CST No :27211156703c

CIN :U74140KL2015PTC038373, TAN No :MUMJ18719B

Excise No : AADCJ5032FED001, Pan No : AADCJ5032F

Purchase Order

| Purchase No | Purchase Dated |
|-------------|----------------|
| 50 | 03/01/2020 |

Gst No : 27AADCJ5032F1ZU

Seller Details :

AXIS POWER,
Thomson avenue,
kottaram road East Nadakkavu calicut,
calicut,
calicut,
kerala,

DGFT License No : 0

| S.N. | Description of Goods | Qty | Unit | Unit Price | Amount |
|------|-----------------------------------|-------|--------|------------|--------|
| 1 | Inverter Goodwe 8Kw,3ph with wifi | 1.000 | Pieces | 68000.00 | 68000 |

BANK ACCOUNT DETAILS

Account Number :50200037737474

Account Name : Virgin Power & Engineering Pvt. Ltd.

Branch :Metro Branch, Bangalore

IFSC Code : HDFC0002047

Total Amount : 68000 Rs

Discount : 0 Rs

GST :0.00

SGST :0.00

IGST :0.00

Other Tax : 0 Rs

Shipping Charge : 0 Rs

Subtotal : 68000.00 Rs



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Purchase Order Terms & Conditions

1. DEFINITIONS

Client means Virgin Power & Engineering Pvt. Ltd., a limited liability company incorporated under the laws of Indian Company Act.

Supplier means the person, firm, company, limited liability company or corporation supplying the Goods or Services under Clients purchase contract/PO, including these Terms and Conditions (the PO), and includes all sales or other agents, subcontractor, employees and distributors thereof. Goods and/or Services means the Goods to be supplied or the Services to be performed by the Supplier as indicated in the Purchase Order and includes any matters reasonably to be inferred from the Contract or trade usage;

2. PO ACCEPTANCE

The PO contains all of the terms and conditions applicable to the Goods and/or Services to be provided to the Client pursuant to the PO. Upon acceptance of the PO, delivery of Goods or commencement of Services, Supplier shall be bound by the provisions of the PO, including the special provisions on the face of the PO, unless Supplier objects to such terms in writing prior to delivering Goods or commencing Services. In the event of any objection, the PO may only be modified pursuant to a writing executed by a duly authorized representative of Client.

3. DELIVERY

Unless otherwise specified in the PO, all deliveries shall be delivered to the location specified in the PO. Delivery shall be in accordance with the times set forth in the PO, unless otherwise agreed to by Client. Delays in delivery shall be reported immediately by Supplier to Client. Client reserves the right to cancel the PO, in whole or in part, if Supplier should fail to make deliveries in accordance with the terms of the PO. Goods and/or Services shall be delivered on the days, between the times and at the address stated in the Purchase Order. Deliveries shall be made on, or before the delivery date specified in the relevant unless otherwise provided for in the Purchase Order. Supplier shall clearly mark the outside of each consignment or package with the Clients name and full details of the destination in accordance with the Clients Purchase Order and include a packing note stating the contents thereof. Supplier shall on dispatch of each consignment, sent to the Client at the address for delivery of the Goods, an advice note specifying the means of transport, weight, number or volume as appropriate and the point and date of dispatch;

4. ACCEPTANCE BY CLIENT

Goods and/or Services purchased under the PO are subject to Clients inspection and approval within a reasonable time, but not less than sixty 60 days after delivery. Supplier, at its option, may reject all or any portion of such Goods or Services which do not conform in every respect with the terms of the PO, or require Supplier to provide replacement Goods or re-perform Services in conformity with the terms of the PO. If Client elects to accept nonconforming Goods or Services, Client, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the contract price thereof to compensate Client for the nonconformity. Any acceptance by Client shall not be deemed a waiver or settlement of any defect in such Goods and/or Services.

5. RISK OF LOSS



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Title to and property in the Goods shall pass to Client upon delivery to the place specified in the Purchase Order. Such Goods yet to be delivered by Supplier shall be appropriately marked and identified as the property of Client. Risk in the Goods shall remain with Supplier until the time Client takes delivery of the Goods unless otherwise as expressly stated in the Purchase Order. Any loss or damage to Goods howsoever caused when under Suppliers risk shall at its own cost be rectified by Supplier and thereafter when the risk in the Virgin Power & Engineering Pvt. Ltd. Goods has transferred to Client, Supplier shall be liable for any loss or damage to such Goods to the extent caused by its negligence, wilful act, misconduct, fault, breach of duty (statutory or otherwise) or breach of the Purchase Order. Supplier shall be liable for all or any damage, loss or destruction to any Goods or property resulting from improper packaging or handling by Supplier.

6. WARRANTY

Supplier warrants that (i) all Goods delivered under the PO will be free from defects in material and workmanship, and conform to applicable specifications, (ii) Supplier has good title to the Goods provided to Client and passes such title to Client free from any liens, security interests or other encumbrances, (iii) the Goods are merchantable and fit for the purpose intended, (iv) all Services shall be completed in a professional, workmanlike manner and in accordance with applicable specifications, and (v) the Goods and Services provided under the PO will not infringe or violate any patents, trade secrets, trademarks copyrights or other rights of any third party. To the extent applicable, Supplier shall assign all express warranties of any manufacturer of the Goods for the benefit of Client.

7. ASSIGNMENT OF RIGHTS

Supplier may not assign or delegate its rights or duties hereunder without the express written consent of Client.

8. CHANGE,CANCELLATION AND TERMINATION

The PO can be changed, terminated or canceled by Client for any reason, including convenience upon prior written notification to Supplier. In the event of a change, Client and Supplier will make a fair and equitable modification to their rights and obligations under the PO, if such change results in an increase or decrease in costs to be incurred or time needed to complete performance of the PO. Termination or cancellation for convenience by Client will entitle Supplier to payment for only those Goods or Services delivered, received and accepted, and not subsequently rejected by Client. Client may immediately terminate the PO without prejudice to any right or remedy, after giving Supplier notice of any breach by of its obligations hereunder.

9. USE OF CLIENTS NAME

Supplier agrees not to use the name of Client or disclose the existence of the PO in any advertising, promotion or other written or oral disclosure without the prior written consent of Client.

10. INDEMNIFICATION

Supplier agrees to indemnify and hold harmless Client from and against any and all claims, actions, damages, or other losses arising from or by reason of Suppliers performance hereunder, except to the extent that such claims, actions, damages or other losses result from Clients gross negligence or willful misconduct.



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11. INSURANCE

Supplier shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting the Client, its board, officers, employees and agents, and the Supplier, its drivers and any other personnel and any other third party. The Supplier agrees to provide the Client a certificate of insurance evidencing such coverage. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to the Client.

12. FAILURE TO DELIVER

The Supplier agrees that In the event of failure to supply the ordered quantities in full or part within the period stipulated in order the Virgin Power & Engineering Pvt. Ltd. Client has the right to purchase from open market the quantity not delivered according to the schedule without the notice to the Supplier at the risk and cost of Supplier without cancelling the purchase order or cancel the purchase order and shall be entitled to purchase the goods from the open market or inviting the fresh offers and in all such cases the Supplier shall be liable for any loss which the Client may sustain and adjust such losses and damages against any use that may be found to be payable to the Supplier by the Client.

13. LIQUIDATED DAMAGES

In the event of Suppliers failure to execute its obligations, liquidated damages shall be assessed as detailed below: (a) Should Supplier fail to deliver all or any of the Goods being purchased under this contract / PO by the dates specified for delivery or rendering thereof in the PO, the Supplier shall pay liquidated damages equal to one percent (1%) of the value of the delayed item(s) for each day that the items is delayed. (b) If the Goods delivered by the Supplier or any part thereof is found to be not meeting the product specification, the Supplier shall pay liquidated damages stated in paragraph (a) above for the period of delay resulting from making good the product toward meeting the specification and re-supplying of Goods. (c) For any Good(s) delivered by the Supplier or any part thereof found defective and/ or not meeting the product specification and which cannot be remedied or rectified, the Supplier shall in addition to paying liquidated damages for delay as per paragraph (b), not be entitled to any payment in respect thereof. (d) The aggregate amount of liquidated damages shall, however, not exceed twenty percent (20%) of the total respective PO value.

14. COMPLIANCE WITH LAWS

Supplier shall comply with all laws and governmental rules, regulations and POs applicable to the Goods delivered and/or Services rendered under the PO, including, but not limited to, obtaining all necessary licenses and permits, including those which may be required by the laws.

15. HAZARDOUS MATERIALS

All packaging, transportation and handling of hazardous materials shall be in accordance with applicable laws and regulations.

16. CLIENTS PROPERTY

All materials, including documents, drawings, specifications and tools, furnished or paid for by Client shall remain the exclusive property of Client. All documents, drawings, and specifications shall be considered confidential and not disclosed to any third party. All materials..



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shall be returned to Clients upon Suppliers completion of its obligations under the PO. Supplier assumes all liability for loss or damage of such materials, excluding normal wear and tear.

17. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Supplier, or in the event of the appointment of an assignee for the benefit of creditors or of a receiver, Client shall be entitled to cancel the PO, in whole or in part, without any liability whatsoever.

18. INDEPENDENT SUPPLIER

Supplier is an independent supplier for all purposes of the PO, and has no express or implied authority to bind Client by contract or otherwise. Virgin Power & Engineering Pvt. Ltd.

19. CONFIDENTIALITY

Supplier acknowledges that it may be exposed to confidential information of Client. Confidential information includes, but is not limited to, data relating to Clients operation, customer data, financial records, and other information of the business affairs of Client. Supplier shall not, directly or indirectly, use, disseminate, disclose, or in any way reveal or use beyond the scope of authority granted by Client all or any part of the confidential information, which it will be exposed to, and shall use such confidential information only to the extent specifically authorized by Client. Upon cancellation or termination of the PO for any reason whatsoever, Supplier shall turn over to Client any and all copies it may have of confidential information. Supplier acknowledges that this provision shall survive the termination of the PO. The confidentiality provisions of this Paragraph shall apply to and be binding upon Suppliers officers, employees, and representatives.

20. PAYMENT

Payment shall be made by the Client to the Supplier according to the specifications of the invoice and as per the special provisions on the face of the PO.

21. ENVIRONMENTAL, HEALTH & SAFETY (EHS)

Personnel / workers who are deputed by the Supplier for the Goods and/or Services to be provided to the Client pursuant to the PO at project sites should be fully aware of environmental, health & safety requirements and needs to be fully compliant with all EHS requirements. All the personnel / workers are required to wear appropriate PPEs, provided by the Supplier, during the supply of the Goods and/or Services at project sites.

22. WAIVER

Waiver of a breach of any provision of the PO shall not constitute waiver of future compliance with such provision nor shall it be construed as a waiver of any other breach.



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23. FORCE MAJEURE

In the event Supplier is unable to provide the Goods herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, act of God, picketing, strike, or lockout, or any condition or cause beyond the Suppliers control, the Client may consider to excuse the Supplier from performance under this Contract to the extent affected by the respective force majeure event, provided the Suppliers notifies to the Client of the occurrence of the force majeure event within forty eight (48) hours of its occurrence. In no event shall Supplier be excused for any inability to obtain Goods or Services necessary for Suppliers performance, nor for any labor dispute involving employees of Supplier, Client, any subcontractor of either, any carrier or any other person.

24. SEVERABILITY

If any provision of the PO, including these Terms and Conditions, shall be declared illegal, void or otherwise unenforceable, the remaining provisions shall not be affected and will remain in full force and effect.

25. DISPUTE RESOLUTION

It is understood and agreed that any dispute in connection with this Agreement that has not been resolved between the parties, including any question regarding its existence, validity, or termination shall be resolved in accordance with the rules of the Saudi Arabian Board of Grievances irrespective of the amount in dispute or whether such dispute would otherwise be considered suitable for resolution by any court. This Agreement and the rights and obligations of the parties shall remain in full force and effect pending the award in such arbitration proceeding.

26. RIGHTS AND REMEDIES

The rights and remedies of Client and Supplier set forth in the PO are cumulative and in addition to any other rights or remedies that they may have at law or in equity.

27. TAXES

The Supplier shall pay all taxes, duties, assessments or other charges of any kind levied by a government or authority in connection with the Good and/or Services to be provided by the Supplier. Client may deduct from monies due to the Supplier such amounts as may be required by law.

28. NOTICES

All notices to be given by a party under this PO shall be in writing and may be given to the other party by hand delivery, prepaid post, email or facsimile addressed to the other party at its last known address or facsimile number or as specified by the other party.