



PURCHASE ORDER

Habitat for Humanity India

3rd Floor, AFL House, Lok Bharti Complex, Marol,
Andheri East, Mumbai – 400059.
Phone +91 67846836, Fax +91 22 2920-9854

The following number must appear on all related correspondence, shipping papers, and invoices:
P.O. NUMBER: 88.P.2023-24
Project Code: IN23410

To: STEM Learning Pvt Ltd		Ship To: Habitat for Humanity India			
Address: I CON 1205, Marathon Nextgen Lower Parel (West), Mumbai – 400013, Maharashtra		Attn: Mr. Ashananda Tandy			
		Address: Habitat for Humanity India,			
Contact Person: Rujuta Sawant Contact Number – 9819274759 Email: jalit.pandey@omsaigroup.com		Rujuta Sawant I CON 1205, Marathon Nextgen Lower Parel (West), Mumbai – 400013, Maharashtra			
Fax:		Habitat Contact Person: Mr. Ashananda Tandy Contact Number: - 8130113600			
P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS	
12/8/2023	Mr. Ashananda Tandy			50% Advance required during PO and remaining 50% After Work Completed.	
Item	QTY	Description		UNIT PRICE	TOTAL
Setting up for Mini Science Lab • Derang Gram Panchayat, Kaniha Block, Dist. Angul, Odisha Installation 1. UP School Derang 2. UP School, Bol	2	<ul style="list-style-type: none"> Mini Science Centre: 80 Models + 80 Users Placard+ 40 Colourful Backgrounds + 1 Safety Placard + 1 Teachers Manual Includes Installation, Delivery & 1st Years Maintenance Training Of Teachers (Tot): Cluster Training (1-5 Schools) Within 25 Kms Radius 1st Year -2 Monitoring & Evaluation-(By Stem): Total - 2 Visits Infrastructure: Set Up of Platforms & Electric Connections 		5,19,2 00	10,38,400 /-

Delivery Schedule: Before 25th December 2023**Other Terms & Conditions: -**

- Price is all inclusive for packaging, transport, delivery and installation to the given location.
- Price stated in this Purchase Order is inclusive of all applicable taxes and duties including GST
- Make and Model, Brand, Specification and Quantity as per the Quotation
- Warranty Terms and Conditions as per the Quotation
- Any defective or damaged product / missing items in content will be replaced by the vendor without any additional cost.
- All other Terms and conditions as per the quotation.

7. Please send two copies of your invoice.

8. Enter this order in accordance with the prices, terms, delivery method, and specifications specified within. Terms & Conditions on page 2

9. Please notify us immediately if you are unable to ship as specified.

Send all correspondence to:

Accounts Department
Habitat for Humanity India
3rd Floor, AFL House, Lok Bharti Complex, Marol, Andheri East, Mumbai – 400059.
Phone +91 22 67846836, Fax +91 22 2920-9854

SUBTOTAL 10,38,400.00

TOTAL GST Included

PACKAGING & DELIVERY N/A

TOTAL 10,38,400.00

Authorized by: Mr. Sanjeev Hada

Name/Title: COO (Interim) – Habitat for Humanity India

Date: 12/8/2023

PURCHASE ORDER TERMS AND CONDITIONS

Acceptance - Agreement. This Purchase order constitutes the Buyer's offer to Seller and shall become a binding contract upon the terms and conditions contained herein upon acceptance by the Seller by any expression of acceptance or Seller's commencement of work on the goods and/or services subject to this purchase order or shipment of such goods, whichever occurs first. Any terms proposed in Seller's acceptance of Purchaser's offer which add to, vary from, or conflict with the terms herein shall not be binding upon the Buyer and shall be void and of no effect, except to the extent expressly accepted in writing by Buyer's authorized representative. , If this purchase order has been issued by Purchaser in response to an offer and if any of the terms herein are additional to or different from any terms of such offer, then the issuance of this purchase order by Purchaser shall constitute an acceptance of such offer subject to the express condition that Seller assents to such additional and different terms herein and acknowledges that this purchase order constitutes the entire agreement between Purchaser and Seller with respect to the subject matter hereof and the subject matter of such offer, and Seller shall be deemed to have assented and acknowledged unless Seller notified Purchaser to the contrary in writing within ten (10) days of receipt of this purchase order and Purchaser, in writing, acknowledges its acceptance of the variance of terms.

Delivery of Goods and Risk of Loss. Supplier agrees to supply and deliver the goods to the Buyer and to perform the services, as applicable, on the terms contained in this PO. Supplier shall at its own expense, pack, load and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing and other instructions printed on the face of this Purchase Order or otherwise provided to the Supplier by the Buyer in writing. No charges shall be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided in the applicable Purchase Order or otherwise agreed in writing by Buyer.

Time is the essence with respect to the delivery of the Goods and performance of services. Goods shall be delivered and Services performed by the applicable Delivery Date. Supplier must immediately notify Buyer if Supplier is unable to meet the Delivery Date. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reasons, including, without limitation, for the convenience of the Buyer or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

Title and risk of loss or damage shall pass to the Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. Buyer has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.

Taxes: Unless otherwise stated in the Purchase Order, all prices or other payments stated therein are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number. Supplier will remit all applicable taxes to the regulatory/governmental authority as required by applicable law.

Termination. Purchaser reserves the immediate right to terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid pro-rata amount towards proportionate delivery of Goods completed until effective date of termination. The decision of the Buyer shall be final in this regard. Seller shall not be paid for any work done after receipt of the notice of termination nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. Purchaser may also terminate this order or any part hereof for cause in the event

of any default by the Seller, or if the Seller fails to comply with any of the terms and conditions of this order. Late deliveries, deliveries of products which are defective or do not meet specifications or do not conform to this order, oversupplies and undersupplies of more than 5%, and/or failure to provide Purchaser, upon request, of reasonable assurances of future performance, shall all be causes allowing Purchaser to terminate this order for cause. In the event of termination for cause, Seller shall be liable to Purchaser for any and all damages, including but not limited to damages, costs, losses and expenses incurred, including consequential damages, by reason of the default which gave rise to the termination.

Proprietary Information - Confidentiality-Advertising. Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Purchaser to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by Seller for Purchaser in connection with this order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods and/or services from Seller, nor shall any information relating to the order be disclosed without Purchaser's written permission.

Warranty. Seller expressly warrants that all goods and/or services furnished under this Agreement shall conform to all specifications and appropriate standards and will be free from defects in material or workmanship. Seller warrants that all such goods and/or services will conform to any statements made on the containers or labels or advertisements for such goods and/or services and that any goods will be adequately contained, packaged, marked and labeled. Seller warrants that all goods and/or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods and/or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the goods and/ or services Seller warrants that such goods and/or services will be fit for such particular purpose. Seller warrants that goods and/ or services furnished will conform in all respects to samples. As to manufactured goods, Seller warrants that it shall, as applicable, manufacture and perform all of its obligations hereunder with the current good manufacturing practices as defined by applicable laws, standards, rules, regulations and requirements, including, without limitation, Good Manufacturing Practices and General Biologics Products Standards as promulgated under the United States Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 et seq, and all applicable national implementing laws, regulations and guidelines, and all applicable standards, including, but not limited to, ISO 9000 and ISO 13485 standards, and EN 724 standards. These warranties shall survive inspection, test, acceptance and use. Seller agrees to replace or correct defects in any goods and/or services not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such nonconformity by Purchaser. In the event of failure of Seller to correct defects in or replace nonconforming goods and/or services promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Purchaser in doing so.

Price Warranty. Seller warrants that the prices for the articles sold to Purchaser hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Seller reduces its price for such article during the term of this order, Seller agrees to reduce the price hereof correspondingly. Seller warrants that prices shown on this purchase order shall be complete, and no additional charges of any type shall be added without Purchaser's express written consent. Such additional charges include, but are not limited to shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating.

Force Majeure. It shall not be deemed default hereunder and neither Purchaser nor Seller shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control and without

the fault or negligence of Purchaser or Seller including, without limitation, riot, terrorism, war or hostilities between nations, governmental action (other than action taken in response to violation or failure to act of

a party or any of its affiliates with respect to any law or governmental regulation, in which case the party at fault shall not be permitted to claim the benefit of this paragraph), acts of God (including, for example, floods, windstorms, earthquakes and other natural disasters), fire, accidents, and strikes and other labor disputes of any kind. Each party will notify the other in writing of the cause of such delay within five (5) days after the beginning thereof. To the extent that, and so long as the obligations of either party are affected by any such cause or event, such obligations shall be suspended provided, however, that time is of the essence of this order and should Seller fail to comply with Purchaser's delivery schedule or otherwise fail to comply with its obligations hereunder, Purchaser may terminate this order without liability.

Insurance. In the event that Seller's obligations hereunder require or contemplate performance of services by Seller's employees, or persons under contract to Seller, to be done on Purchaser's property, or property of Purchaser's customer, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser. Seller shall maintain all necessary insurance coverage, with coverage limits of no less than \$2 million, and with Insurance carriers as deemed appropriate by Purchaser, including, but not limited to, public liability (including contractual and product coverage), auto liability, Workers' Compensation Insurance, and professional liability (errors and omissions). Seller shall furnish a Certificate of Insurance to Purchaser as evidence of appropriate coverage prior to providing goods and/or services to the Purchaser, if requested.

Indemnification. Seller shall defend, indemnify and hold harmless Purchaser and its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, "Indemnified Parties") against all damages of any kind, claims, liabilities and/or expenses (including attorney's fees) arising out of or resulting in any way to or from any defect in the goods and/or services purchased hereunder, or from any act or omission of Seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of Seller, whether or not stated herein. In addition, Seller shall defend, indemnify and hold harmless the Indemnified Parties against all damages of any kind, claims, liabilities and/or expenses (including attorney's fees) arising out of or resulting in any way from any allegation that the goods and/or services purchased hereunder infringe or violate any patent, copyright, trade secret, trademark, or other third-party proprietary rights, provided that Seller is notified in writing of such claim and given the authority, information and assistance necessary for the defense of said allegation. If, as a result of any such claim, an injunction or exclusion order prevents Purchaser's use, sale, lease, license, or other distribution of any of the goods and/or services purchased hereunder, Seller shall, at its expense and upon Purchaser's request, use commercially reasonable efforts to (i) obtain for Purchaser and its customers the right to continue using such goods and/or services; (ii) replace or modify the infringing goods and/or services so that they become non-infringing while providing substantially the same functionality; or (iii) if the remedies in (i) and (ii) are not reasonably available, refund to Seller all of the fees paid by Seller for such infringing goods and/or services.

Inspection/Testing. Payment for the goods and/or services delivered hereunder shall not constitute acceptance thereof. Purchaser shall have the right to inspect such goods and/or services and to reject any or all of said goods and/or services which are in Purchaser's judgment defective or nonconforming. Goods and/or services rejected and goods and/or services supplied in excess of 105% of quantities called for herein may be rejected and returned to Seller at its expense and in addition to Purchaser's other rights. Purchaser may charge Seller all expenses of correcting, unpacking, examining, repacking and reshipping such goods and/or services. In the event Purchaser receives goods and/or services whose defects or nonconformity are not apparent on examination, Purchaser reserves the right to require compliance with the terms of this purchase order and/or replacement, as well as payment of damages, including but not limited to

consequential damages. Nothing contained in this purchase order shall relieve in any way the Seller from the obligations of testing, inspection and quality control.

Compliance. a. Seller warrants that all goods and/or services supplied hereunder will have been produced in compliance with and Seller agrees to be bound by all applicable federal, state, and local laws, orders, rules and regulations. Seller agrees that it shall, as applicable, manufacture and perform all of its obligations hereunder with the current good manufacturing practices as defined by applicable laws, standards, rules, regulations and requirements, b. In addition to and without limiting the above obligation, Seller expressly warrants that no article sold pursuant to this order is: (1) adulterated or misbranded (2) an article which may not under the provisions of said Act be introduced into interstate commerce; or (3) misbranded or a banned hazardous substance, if it is a hazardous substance within the applicable law. C. Seller agrees to indemnify Purchaser from any liability caused by Seller's failure to comply with such laws. e. Seller shall complete all service work in accordance with all federal, state, and local regulations regarding safety and environmental protection.

Entire Agreement. This purchase order, and any documents referred to on the face hereof, constitute the entire agreement between the parties.

Assignment and Subcontracting. This order cannot be assigned nor can any part of it be subcontracted without Purchaser's consent.

Setoff. All claims for money due or to become due from Purchaser shall be subject to deduction or set off by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

Waiver. Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege of Purchaser's waiver of a breach hereunder shall not thereafter waive any other terms, conditions or privileges, whether of the same or similar type.

Limitation on Purchaser's Liability-Statute of Limitations. In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods and/or services or unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods and/or services delivered hereunder must be commenced within one year after the cause of action has accrued.

Governing Law and Jurisdiction: This purchase order shall be subject to the laws applicable in India. In case of any dispute arising from the present Agreement, the Courts in Mumbai shall have exclusive jurisdiction.

Code of Conduct: "Under the policy of 'Do No Harm, you are obligated to sign and adhere to the safeguarding Code of conduct, which includes but is not limited to safeguarding vulnerable children and adults from sexual Harassment, exploitation, and abuse, and to be accountable for all your actions or inactions. Habitat India follows a 'Zero-Tolerance' policy and as ignorance won't be considered an excuse, you must seek guidance from Habitat India to understand and abide by the dos and don'ts related to safeguarding. Any breach of the Code of Conduct annexed to this Purchase Order shall be considered a breach of the Purchase Order and would entitle Habitat India to terminate the Purchase Order with immediate effect with no corresponding obligations and also initiate necessary legal action as against you and your associates, including penal action, if applicable".