



सत्यमेव जयते

INDIA NON JUDICIAL

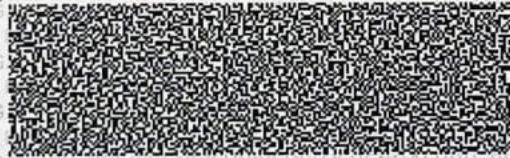
Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA63563912823372V
Certificate Issued Date : 22-Aug-2023 02:49 PM
Account Reference : NONACC (FI)/ kagcs108/ RAJANUKUNTE/ KA-GN
Unique Doc. Reference : SUBIN-KAKAGCSL0801733774812877V
Purchased by : PRESIDENCY UNIVERSITY BENGALURU
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : PRESIDENCY UNIVERSITY BENGALURU
Second Party : HP INDIA SALES PRIVATE LIMITED
Stamp Duty Paid By : PRESIDENCY UNIVERSITY BENGALURU
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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IT EQUIPMENT PURCHASE AGREEMENT

This IT Equipment Purchase Agreement ('Agreement') dated 01.06.2023 is between Presidency University, Rajanakunte, Yelhanka, Bengaluru-560 064, India and HP India Sales Private Limited ("HP") having its registered office at No. 24, Salarpuria Arena, Hosur Main Road, Adugodi, Bangalore - 560030

1. **Definitions:** All terms used in this Agreement and not otherwise defined will have the meaning ascribed to them below:
 - a. "Eligible IT Equipment" means (i) functional and nonfunctional computer hardware and component parts owned by Customer consisting of desktop, notebook and laptop CPU's, tablets, desktop monitors, printers and terminals, servers and storage devices; communication and networking hardware, such as

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcler.stamp.com or using e-Stamp Mobile App of Stock Holders. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



modems, routers, switches, hubs and telephones; and miscellaneous assemblies or accessories of any of the above Equipment, including docking stations, drives, keyboards, mice and cabling.

- b. "Agreed Value" means an amount to be paid by HP against the Eligible IT Equipment, less costs incurred by HP in connection with the transportation, repair, refurbishing and remarketing of such Eligible IT Equipment, and after deduction of all taxes or levies.

2. **Description of scope**

- a. HP will purchase Eligible IT Equipment of the Customer subject to the provisions of this Agreement
- b. HP shall agree with Customer on the financial and other parameters prior to collection. HP has estimated the product value in advance of collection and provided a quotation as per **Annexure 1**. The correct value of the product will be confirmed after collection and processing. The actual Agreed Value may differ from the estimated product value due to various factors including deviating device specifications, missing components, damage, or functional issues. The method and timing for payment of the Agreed Value will be mutually agreed between HP and Customer.
- c. It is clarified, for avoidance of doubt, that this Agreement does not cover supply of any new or replacement devices to the Customer. Any such requirement shall be through a separate agreement between HP and the Customer.

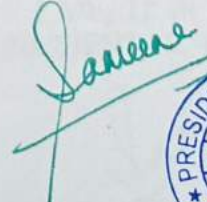
3. **Term**

- a. This agreement will terminate two months from the Effective date above unless Customer and HP mutually agree in writing to extend the Agreement. The Agreement can be extended for a maximum of one month at a time and shall not cumulatively exceed six months.
- b. HP may terminate this Agreement upon 15 days written notice to the Customer.

4. **Obligations of Customer:** Customer agrees to undertake the below obligations:

- a. To make available for collection only Eligible IT Equipment either functioning or capable of being made functional. Customer will not knowingly return scrap, rubbish, or hazardous waste.
- b. All Eligible IT Equipment offered by Customer, including its components thereof like memory, drives or other integrated components or accessories, are Customer owned and authentic manufacturer equipment and not counterfeit, stolen or fraudulent.
- c. Customer represents to HP that it holds good and marketable title to the Eligible IT Equipment, free and clear of liens, security interests and any other encumbrances. If the Eligible IT Equipment is accepted by HP, the title in such equipment shall transfer to HP or, at HP's discretion, to a third party authorized by HP.
- d. Customer shall provide the IT Equipment to HP free of BIOS passwords or other locking devices, which disable the use of the Eligible IT Equipment and devalue the remarketing price. Customer shall remove all proprietary information and other from the Eligible IT Equipment prior to pick-up by or delivery to HP. HP shall not be responsible for securing or protecting any data remaining on any Eligible IT equipment prior to HP's acceptance of the equipment or to return or restore any data contained on any Eligible IT equipment that Customer tenders for delivery under this Agreement.
- e. Upon signing of this agreement and collection of the Eligible IT Equipment by HP, HP is free to decide the manner in which such equipment's should be processed or dealt with.


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5. **OBLIGATIONS OF HP:** HP agrees to undertake the following obligations:

- a. Assume the risk of loss of the Eligible IT Equipment, upon being either collected by HP from the Customer's site or delivered to a designated HP facility by the Customer.
- b. HP will inspect and validate the Eligible IT Equipment and confirm the value of these Eligible IT Equipment to the Customer within 4 weeks of collection of the Eligible IT Equipment.
- c. The title to these Eligible IT Equipment will pass onto HP upon the Customer raising the invoice for the Agreed Value payable by HP.
- d. Reformatting the hard drive of the Eligible IT Equipment by permanently destroying or removing all proprietary data and software (including the operating system). HP will use Industry standard data wiping software and a three-pass wiping format. HP may elect to perform a software/firmware data-area secure erase function on any IT Equipment where this is a standard functionality built into the IT Equipment or the hard drives contained in the IT Equipment in lieu of performing the foregoing data overwrite process. HP will, at its own discretion, destroy any hard drives that cannot be successfully overwritten or erased through the foregoing processes. HP will also destroy any hard drives included in non-saleable IT Equipment designated for recycling. Upon completion, HP, in writing, will confirm to Customer that data sanitization has been done.

6. **Invoices and Remittance Process.**

- a. Customer will send HP an invoice for the Agreed Value. If Customer does not send HP an invoice for the Agreed Value payment within 180 days of receipt of HP's confirmation on the Agreed Value, Customer will forfeit its right to receive the Agreed Value payment and HP shall be entitled to retain the Agreed Value payment.
- b. HP will within 75 days of receiving the invoice remit the payment to the customer.

7. **Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. HP does not intend to have access to personally identifiable information ("PII") of Customer under this Agreement. To the extent HP has access to Customer PII stored on a system or device of Customer, such access will likely be incidental, and Customer will remain the data controller of Customer PII at all times. HP will use any PII to which it has access strictly for purposes of purchasing the Eligible IT Equipment under this Agreement. Customer is responsible for deleting any confidential information or PII before selling the Eligible IT Products to HP. HP is not responsible for any Customer data left on such products.

8. **Limitation of Liability**

TO THE FULL EXTENT PERMITTED BY LAW, HP'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION WHATSOEVER UNDER OR IN CONNECTION WITH THIS AGREEMENT (WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, BREACH OF ANY KIND, OR OTHERWISE) SHALL BE LIMITED TO THE LESSER OF (I) US\$10,000; AND (II) THE AGGREGATE VALUE INVOICED TO AND PAID BY HP UNDER THIS AGREEMENT.

NOTWITHSTANDING THE FOREGOING PROVISIONS, OR ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO CUSTOMER HEREUNDER OR UNDER APPLICABLE LAW, IT IS FURTHER AGREED THAT HP SHALL NOT HAVE ANY LIABILITY FOR ANY INCIDENTAL, INDIRECT,

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SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, OR LOST BUSINESS OF ANY KIND, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR IF HP HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES ARISING OUT OF THIS AGREEMENT.

9. **Governing Law.** The validity, interpretation and performance of this Agreement will be governed and construed in accordance with the laws of India where the Eligible IT Equipment is tendered for delivery. Courts of Bangalore will have exclusive jurisdiction.
10. **Force Majeure.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
11. **Assignment.** HP may subcontract any portion of the duties to be performed under this Agreement without the consent of Customer. No subcontract or assignment will release any party from its obligations under this Agreement unless otherwise agreed in writing by the party to whom such obligations are due.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

For Presidency University



Ms. Sameena Noor Ahmed Panali
Registrar
Date:

For HP



Mr. Meraj Ahmad.
Category Head- Sales
Date:

