Purchase Agreement

For HP ELITE ALL IN ONE DESKTOP 800G1 COREIS 21.5-INCH (WITHOUT WIFI)

Institute of Business Administration



BY & BETWEEN

ArcPoint Technologies, having its principal office at ArcPoint Technologies, **HEAD OFFICE Karachi: 809, 8th floor Business and Finance Center I,I Chundrigar Road Karachi Phone Numbers: (021) 32463767-68, (021) 32462941-43, Fax: (021) 32463764 – Pakistan, (hereinafter referred to as the "Company"** which expression shall, where the context so permits, shall deem to mean and include its successors-in-interest, liquidators and permitted assigns being party of the one part);

AND

THE INSTITUTE OF BUSINESS ADMINISTRATION, KARACHI having its office at Main Campus, University Road, Karachi — Pakistan (hereinafter referred to as "IBA" which expression shall, where the context so permits, shall deem to mean and include its successors-in-interest, liquidators and permitted assigns being party of the other part);

(The Company and IBA are hereinafter collectively referred to as "Parties")

WHEREAS:

- A. IBA had purchased certain equipment (hereinafter "Equipment "and more particularly described in Annexure 'C') from the Company under the Purchase Agreement dated: 24th November 2014.
- B. IBA is desirous of hiring the Company to provide maintenance services in relation to the Equipment and the Company is willing to provide such services under the terms & conditions ser forth in this Agreement.
- C. Now therefore the Parties are entering into this Agreement to reduce their understanding into writing:

CONSIDERATION

- 1.1 The Parties hereby agree that in consideration for the services provided by the Company, IBA shall pay an amount of total amount of PKR 531,575/- (C&F) price.
 - 1.2 <u>Payment terms</u> 90-10(90% of the total order value on delivery, 10% after warranty period expiry). Or against Bank Guarantee.

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- 1.3 For the purposes of this article, a party (the "sender") may take the address and facsimile number of another party (the "recipient") to be:
- (a) The address and number set out in Annexure 'B'; or
- (b) Where the recipient notifies the sender of another address or number, the last address or number so notified to it.

2. **COMPANY'S RESPONSIBILITIES AND OBLIGATIONS**

- 2.1 The Parties agree that the Company shall be bound to provide the following services to IBA:
 - a) The Company shall be responsible to provide hardware support in relation to the Equipment to IBA.
 - b) That Company shall ensure that support from the Hardware Engineers shall be available from the Company to IBA in solving and troubleshooting the problems in relation to the Equipment if IBA needs any guidelines.
 - c) The Company shall provide a back up units if any problem pertaining to the Equipment is not solved within agreed time frame according to the severity level.
 - d) The Company shall provide a backup unit in term of delays. (i.e more than 07 days)
 - e) The Company shall be bound to monitor the maintenance and repair work and furnish complete report in relation to the Equipment to IBA as per this Agreement.
 - f) The Company shall ensure that half yearly services of all the Equipment shall be carried-out. Service plan shall be discussed with the Employer before its execution.
 - g) The Company shall ensure that all faulty parts of the Equipment which are covered under this Agreement must be replaced with new parts; used parts are not acceptable in any condition.
 - h) The Company shall replace any faulty Equipment parts as instructed by IBA without any contention whatsoever with the exception of consumable items which include toners, Teflon, adopters, and batteries only. under this Agreement.
 - The Company ensures that it response time with respect to the services provided under this Agreement shall be within 4 hours after notice by IBA via telephone, email or engineer visit.
 - The Parties agree that the Company's engineers shall visit between 9.00AM to 4.00PM during business hours. Equipment pickup time shall be 9.00AM to 4.00PM and on Friday 9.00 to 12.00.

3. DURATION OF CONTRACT

- 3.1 This Agreement shall remain in full force and effect for an initial period of three year i.e from 24-11-2014 till 24-11-2017 ending which the Agreement shall renew with new terms and conditions by mutual consent of Parties.
- 3.2 Notwithstanding anything contained herein above, this Agreement can be terminated by Both Parties -- the period agreed upon by giving one month's notice assigning reason whatsoever therefore and without prejudice to the rights of the Company to recover any money becoming due under this Agreement.

4. MISCELLANEOUS

- 4.1 IBA may, if required, lodge a complaint against the Company by contacting the Company's Support Desk by phone or by email in the mode and manner laid down in Annexure A;
- 4.2 Burnt / damaged Equipment parts replacement shall not be covered by the Company under this Agreement but shall be replaced by the Company after IBA's approval and shall be charged separately to IBA.
- 4.3 The Company's Engineer shall submit a report to IBA with regard to the burnt Equipment within 02 working days of the notice to the Company by IBA with regard to the damaged/burnt equipment. If such a report is not submitted within 2 working days, the cost of replacement burnt Equipment parts shall be borne by the Company.

- **GOVERNING LAW AND JURISDICTION** 5.
- This Agreement and all related documents or agreements shall be governed by the laws 5.1 of the Islamic Republic of Pakistan.
- The courts of competent jurisdiction at Karachi shall have exclusive jurisdiction to hear 5.2 any dispute and matter relating to or arising out of this Agreement.

The above terms and condition are fully understood and accepted by both the Parties who have given their consent and accepted the above terms and condition.

IN WITNESS WHEREOF the Parties above named have set their perspective hand on the day year first written above.

FOR AND	ON BEHALF OF THE COMPANY
Name:	Sadiq Sayani
	Lander Control
Signature:	Ben 10
Designation	: CEO
CNIC:	42201-7201105-7
	ON BEHALF OF
IBA	1 1 2 6
Name:	Imran dataca
	Imran Batada 14
Signature:	Jany 8
Designation	Head ICA
CNIC:	
WITNESS:	
1)	Name: KZI NA JAM WODIN
	January 1980
NS	Signature:
118	Designation: MANAGER FINANCE
8/	CNIC: 42201-4934335-1
TARY.	
2)	Name: Rehan Usman
	Signature:
	Designation: 4M Sedes & Moulety
	CNIC. 42201-4347739-2

ANNEXURE A

CALL LOG-IN PROCESS

To lodge a complaint **the** can contact **ARCPOINT TECHNOLOGIES** Support desk by phone or by email, once complaint is logged an auto generated Ticket number will be sent to Customer's email id for tracking of complaint and for future correspondence.

Email: support@arcpointpk.com

a) Phone: 32463767-68, 32462941-2: Monday to Friday (0900 Hrs. to 1800 Hrs.)

&

Non-Working Hours / Holidays: Support@arcpointpk.com

REPORTING SERVICE CALL

While reporting a service call a user/manager must provide following information to ARC POINT helpdesk in order to log a service call:

- User Name, Contact Numbers.
- Model and serial number of machine
- Brief description of the problem and symptoms.
- Ask for Call Log "Ticket Number"

ESCALATION:

If the customer is not satisfied with the quality & level of services provided by the ARC POINT the matter could be escalated to authorities mention in Escalation Matrix

ARC POINT SUPPORT ESCALATION	I MATRIX	
Level-1		Karachi
First Escalation if the call is not	Name	Mr Najam ul Hasnain/ Ms Humaira Khan
resolved within "Standard	Phone	021-32463767-768, 32462941-2
Response Time"	Cell	N/A
1/2 1 E		support@arcpointpk.com/
2 /4/	Email	hkhan@arcpointpk.com
Level-2	Name	Ms Reema Alvi
Second Escalation if the call is	Phone	021-32462943
not resolved by "Next Business	Cell	0323-2357686
Day"	Email	ralvi@arcpointpk.com
Level-3	Name	Mr Sadiq Sayani
Third escalation if the call is not	Phone	021-32463876
Attend.	Cell	0345-2989801
	Email	ssayani@arcpointpk.com

ANNEXURE B

Addresses and Numbers for Correspondence

FOR THE COMPANY

Attention:	
Address:	Suite# 809, 8 th Floor Business & Finance Center I.I chundrigar Road Karachi.
Telephone:	021-32463767-768, 021-32462941-942
Facsimile:	021-32463764

FOR IBA

Attention:	Mr.Imran Batada
	IBA Karachi
	City Campus
Address:	Garden/Kiyani Shaheed Road, Karachi
	021-111-422-422 (Ext 1104)
Telephone:	
	021-38103008
Facsimile:	



ANNEXURE C

BOQ OF DESKTOPS

MODEL: HP ELITEDESK MODEL: 800G1 ULTRA SLIM DESKTOP

PART NO **DESCRIPTION** C8N28AV HP EliteDesk 800 G1 USDT D8S00AV Single Unit (USDT) Packaging E8C94AV HP EliteDesk 800 USDT C2 Chassis C7T50AV FreeDOS 2.0 C7T50AV AB4 Singapore - English localization D8B70AV Intel Core i7-4770S 3.1G 8M HD 4600 CPU C8G41AV 8GB DDR3-1600 SODIMM (1x8GB) RAM C8N01AV 500GB 7200 RPM SATA 2.5 HDD K3A39AV HP WLAN 2x2 DB MCard BT NIC EONO4AV HP USB Keyboard - ME EONO4AV AB4 Singapore - English localization C8N39AV HP USB Mouse C8N65AV Slim SuperMulti ODD **HP UltraSlim Cable Lock** E0E59AV C8G17AV 135W USDT External Power Adapter C8M88AV 3/3/3 USDT Warranty C8M88AV UUF Asia Pacific-English Localization D6V78AV USDT Slim ODD Cable Kit C8N30AV HP EliteDesk 800 USDT Country Kit C8N30AV UUF Asia Pacific-English Localization **HP PC Image Load Service** AY100AV ZG228AV bPC/WS Sfty Reg S&C Lic Agr Wty Eng Doc Placeholder PC Image AZ074AV C9E54AA HP ProDisplay P191 18.5-In LED Monitor C9E54AA AB4 Singapore - English localization EM870AA HP Quick Release Kit

Delivery Time Lines: 6-8 Weeks on LOA Confirmation Date, Due Delivery Date: 19-01-15

Warranty will start from the Date of Lelivery of the equipments in IBA.