

GENERAL TERMS AND CONDITIONS

- 1.1 The Company shall place orders on the Partner through Purchase Order(s), by uploading the Purchase Order(s) on the Partner's account on the Company's online portal, www.bizongo.com ("**Portal**"). The details of Purchase Order(s), shall reflect on the dashboard of Partner's account on the Portal. It shall be the duty of the Partner to regularly check the Partner's account on the Portal for the Purchase Order(s).
- 1.2 Within 2 (two) business days from receipt of the Purchase Order, the Partner shall intimate the Company in writing, (a) its acceptance of the Purchase Order, or (b) its acceptance of the Purchase Order but variation in some of the terms set out in the Purchase Order, or (c) its inability to service the Purchase Order. In case the Partner fails to or is unable to or chooses not to respond within the 2 (two) business days period, it shall be deemed that the Partner has accepted the Purchase Order.
- 1.3 The general terms and conditions for (i) purchase, delivery and return of Product(s); (ii) cancellation of orders; (iii) refunds; and (iv) payment terms, are set out in the **Annexure**.

2. DUTIES & OBLIGATIONS

- 2.1 Duties & Obligations of the Partner
 - 2.1.1 Upon accepting a Purchase Order, the Partner shall be bound to fulfil the Purchase Order and the Company shall not entertain any requests for waiver on any grounds, including technical issues.
 - 2.1.2 The Partner shall deliver to the Company, the Products of same description, quality and quantity and price as are described in the Purchase Order. At the time of delivery of the Products in accordance with the Purchase Order, the Partner shall be required to provide certification relating to the Products, in a form and manner acceptable to the Company.
 - 2.1.3 The Partner shall be solely responsible for the quality, quantity, potency, purity, standards, merchantability, guarantee and warranties in respect of the Products. Partner shall also be responsible for the packaging, delivery, loading, unloading (if unloading is done by

partner), loss or damage caused to the Products during the delivery of the Products when the Partner is delivering the material.

- 2.1.4 The Partner shall deliver the Products to such location as mentioned in the Purchase Order or as per applicable manufacturing lead time mentioned in the Annexure to this Agreement. Details in the PO supersedes the manufacturing lead time mentioned below.
- 2.1.5 The Partner agrees and undertakes that the Product/s delivered by the Partner are accompanied with invoice, delivery, guarantee cards, instruction manuals, certificate of analysis (parameters of which shall be provided by the Company), free material, etc. including all other relevant documents as required under applicable law and have proper marking over the cartons or bundles with quantity description.
- 2.1.6 The Partner shall at all times be responsible for compliance of all applicable laws and regulations including but not limited to those pertaining to intellectual property rights.
- 2.1.7 The Partner shall be responsible for insuring the Products from any damages during transit and/or storage till such Product is delivered to the Company, in accordance with the terms of this Agreement.
- 2.1.8 The Partner understands and acknowledges that the title to the Products will be transferred to the Company only upon the Company acknowledging receipt of the Products as per the Purchase Order.
- 2.1.9 The Partner shall adhere to the signed and approved master sample provided at the time of raising the Purchase Order for each consignment of the Products.

3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- 3.1 The Partner hereby agrees and undertakes to keep all data or information relating to the Company and/or its affiliates, that it has access to, due to the existence of this Agreement, confidential; and shall not disclose, publicize or sell this data or information to any third party without prior written consent of the Company.
- 3.2 The obligations of the Partner under this Clause shall survive the termination of this Agreement.

4. NON-CIRCUMVENTION

The Partner hereby agrees not to contact or pursue a commercial relationship whether directly or indirectly, with any such customer of the Company referred/connected directly or indirectly by SmartPaddle Technology Pvt Ltd. for a period of 1 (One) year from the date of such Purchase Order, without the prior written consent of the Company.

5. ORDER MANAGEMENT POLICY

The Partner shall have a robust order management policy, which shall provide the Company with the following details as and when required by the Company in a timely and efficient manner:

- 5.1 confirmation of the Purchase Order;
- 5.2 packing details;
- 5.3 delivery schedule and real-time update on the status of the delivery;
- 5.4 details of the invoices, pending and cleared;
- 5.5 certificate of analysis of the Products;
- 5.6 quantity of the Products; and
- 5.7 quality and prices of the Products.

6. ART WORK APPROVAL

The Company shall provide the Partner with art work that it requires to be printed on the packaging material ("**Art Work**") and in certain cases the Company may require the Partner to provide the Company with the Art Work and the Company shall provide its confirmation on the same. The Partner agrees not to process any Purchase Order without obtaining confirmation from the Company on the Art Work.

7. INDEMNIFICATION

- 7.1 The Partner agrees to indemnify, defend, and hold harmless the Company and its officers, directors, agents, and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "**Claim**" and collectively, "the **Claims**"), which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of the Partner during the performance of this Agreement, including, without limitation, Claims arising out of or relating to (i) any material misrepresentation or breach of warranty or any representation or (ii) any material breach of any covenant set forth in this Agreement or (iii) the Product is not adhering to or suitable for its intended use; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee.
- 7.2 In the event of a dispute between the Parties relating to Claim arising out of point (iii) mentioned in Clause 12.1 above, the Parties shall get the Product tested by a mutually agreed independent laboratory for a comprehensive analysis of the Product. The cost for such tests shall be borne by the Partner. The report of the independent laboratory shall be final and binding upon the Parties.

8. LIMITATION OF LIABILITY

Notwithstanding any other provision set forth herein, the maximum aggregate liability of the Company towards the Partner under this Agreement shall not exceed the price of the Products under the Purchase Order which is the subject matter of the claim for damages.

9. TERM AND TERMINATION

9.1 This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the terms of this Agreement.

9.2 Termination

9.2.1 The Company shall terminate this Agreement, without any prior notice, upon occurrence of any of the following events of default:

- (a) If the Partner ceases to carry on its business and/or stops dealing with any or all of the Products;
- (b) If interest in the Partner is sold, transferred, pledged or encumbered to any party which may be a competitor to the Company;
- (c) Material breach of any of the provisions of this Agreement;
- (d) Any material violation of applicable laws relating to the Products and/or the Partner;
- (e) Compromise by the Partner in the quality or safety standards of any Product sold by the Partner to the Company;
- (f) 3 (three) consecutive defaults by the Partner in meeting the dispatch timelines indicated in the Purchase Order, as decided by the Company in its sole discretion; or
- (g) In case of at least 3 (three) instances of return of Products sold by the Partner to the Company.

9.2.2 The Company may terminate this Agreement by giving the Partner a prior written notice of 7 (seven) days.

9.2.3 Consequences of Termination

Upon the termination of this Agreement, the Partner shall complete all outstanding Purchase Orders, placed by the Company prior to the date of termination and upon completion of such outstanding Purchase Orders, the Company shall make payments to the Partner in the manner set out in the Purchase Order.

10. GOVERNING LAW; JURISDICTION

10.1 This Agreement, all transactions executed hereunder, and the legal relations between the Parties shall be governed and construed solely in accordance with the laws of India and the courts of Mumbai, Maharashtra shall have exclusive jurisdiction.

11. ENTIRE AGREEMENT

This Agreement read with the Purchase Order contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior arrangements, agreements or understandings with respect to such matters. No course of performance or prior dealings nor any custom or usage of trade shall be relevant to supplement or explain any terms used in this Agreement.

ANNEXURE

GENERAL TERMS & CONDITIONS

1. RETURN OF PRODUCTS

- 1.1. If any Products delivered to the Company or Customer directly (a) does not match the description of the Product provided in the Purchase Order, or (b) has any manufacturing defect or does not meet quality or safety standards, or (c) is not delivered within the timeline set out in the Purchase Order unless extended by the Company in writing, or (d) is damaged during transit before receipt by the Company, then the Company shall be entitled to return the Product to the Partner at the cost of the Partner.
- 1.2. Where a Product is returned by the Company, the Company may at its discretion, request the Partner for replacement of such Product, at the Partner's cost and the Partner shall be bound to honour such request. It shall be the Partner's responsibility to arrange for collection of returned Product from the premises (indicated in the Purchase Order).
- 1.3. The Partner acknowledges that in case the Company returns the Products, the Company shall incur losses and shall be entitled to make deductions from any amount payable to the Partner under this Agreement.

2. REFUND POLICY

- 2.1. If the Purchase Order has been cancelled due to the Partner's fault, the Company shall be entitled to require the Partner to refund such advance to the Company within a maximum period of 5 (five) business days of the request for cancellation of a Purchase Order being made by the Company.
- 2.2. Any delay in payment of such refund amount by the Partner shall attract an interest at the rate of 18% (eighteen percent) per annum.

3. PAYMENT TERMS

- 3.1. The Partner shall quote the best, lowest and competitive selling price (inclusive of other taxes and charges, as applicable) for each Product in the Product List. The Partner shall be solely responsible for the payment of all the applicable taxes, duties, charges and levies.
- 3.2. All payments by the Company for Products supplied by the Partner shall be made within such period as mentioned in the Purchase Order.

3.3. For the purposes of this Agreement, any invoice submitted by the Partner shall be considered as outstanding ("**outstanding invoice**") only if the following conditions are fulfilled:

3.3.1. The Company has confirmed that there are no quality and quantity variations beyond the agreed terms and that the Products fulfil the requisite standards; and

3.3.2. There are no errors (including typographical or information errors) in the invoice.

3.4. The Company shall be entitled to set-off any amount of charges or fees for return/replacement of Products, where such cost is required to be borne by the Partner under this Agreement, from any amount payable by Company to Partner.

4. PRICE VALIDITY

The price submitted by the Partner shall be inclusive of 5% fluctuations in the market raw material price. In the event that the market raw material price fluctuates more than the above 5% threshold limit, the quoted price shall be subject to change, provided that the Partner shall submit valid proof for the fluctuation keeping all processing parameters the same. But, once the Partner accepts the Purchase Order, the Partner is liable to fulfil the order without any changes in price.