

SALES AGREEMENT

(A) **The following Sales Agreement** has been entered between **Flex Foods Limited (Buyer)** having its office at A-108, Sector-4, Noida, 201301 Uttar Pradesh (India) (Hereafter referred as “Buyer”) and **M/s Vibes Communications Private Limited (VCPL)**, having its works office at **E-22, Sector 8, Noida 201 301** (hereinafter referred to as “Seller”) on **08th Day of August, 2016** and is valid upto 6 months from this day.

Wherein M/s Vibes Communications Pvt. Ltd. is in the Business of developing and provide services in field of electronic commerce, web based, mobile based or related technology and its applications or Marketing services etc.

The “Buyer “intends and proposes to utilize the services by the “Seller” in the area of Web based services Accordingly the parties have agreed to the terms set forth by this agreement (hereinafter referred to as “**The Sales Agreement**”) towards the various deliverables by both the parties.

(B) Scope of Work and Cost:

Sl No	Description	Cost Ex-works (in Rupees)	Cost (Inclusive of Taxes)
1.	Integration of Logistics (Aramex) as per the Scope Document – SOW_WS_FLFO_Vi_Ver_1.0		75,000/-
	NET TOTAL		75,000/-

Note: Details of Scope of work as per the Scope Document – SOW_WS_fIFo_Vi_Ver_1.0 (attached)

(C) Commercial Terms and Conditions:

1. All prices indicated are **inclusive** of any govt levies or Taxes.
2. Taxes as existing rules of the Govt. of India prevalent during the time of delivery will be charged extra at actuals. Presently Service Tax is applicable @15% on prices indicated.
3. On signing of this Agreement along with the defined Advance and a clearly defined technical specification/requirement/scope of work/copy of the offer submitted by the “Seller “it will be construed as a full document (and now defined as “Scope of Work) to enable the seller in

On behalf of Seller

On behalf of Buyer

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going ahead with the project. NO other changes would have requested by the “Buyer” after the full document has been finalised/completed

4. In the event “Buyer” during the course of the commencement of the delivery proposes to enhance /change the scope of work or change in basic design or development structure same would be mutually agreed in written by the both the parties and the additional cost envisaged and payable by the “Buyer “on account of the change will form a part of this agreement .However the “ Buyer” needs to communicate in writing all the details of the enhancement/change of scope of work or change in basic design or development structure.

Effective Date definition

The Effective date on which the VCPL is in receipt of the Sales Agreement duly signed and stamped along with the defined Advance Amount and scope of work towards the execution of the Project.

Commencement of the delivery period

The following delivery schedule will be applicable from the Effective Date

Sl. No	Description	Delivery/ Duration (working days)
1	Integration of Logistics (Aramex)	30 days

Note:

1. The “Buyer” understands that timely delivery of the project is entirely on his proactive communication and the need for strict adherence to the Time lines specified for approval /inputs from the “Buyer”.
2. Delivery/Duration is the actual time taken for the execution of project. The Execution date start as per the “Effective Date definition”.
3. WBS, content and all related information to project should be provided by buyer in start of the effective date or by mutual agreed date.
4. VCPL will not be responsible for the delay in project due to the delayed response from the buyer for providing the-
 - a. Approval on Scope Document
 - b. Content
 - c. Design Approvals
 - d. System Access
5. **The “Buyer” understands that before taking any part or full delivery of his applications on his domain or any domain, it needs to clear all its dues.** No request on any compassionate grounds/use of force etc. will be accepted or warranted. The buyer also understands that such actions from his end tantamount on being a criminal offence and it liable to treated accordingly.

6. The Buyer also understands that the delivery of a project is on a time bound and shelving/disappearing for a long period of time in providing input of information or due pending amount. May result in VCPL short closing the contract. The losses for such closure has to borne the “buyer”. The buyer also understands that these actions also can be treated in the same category and the treatment is like to follow.
7. Buyer has to provide all the images (High Resolution) that need to be used for Designing purpose. The cost of images will be charged from Buyer if in case VCPL provide the images.
8. Responsive design is not in buyer’s project scope.
9. The final handover (code files, server access, media files, support documents) of project to buyer would be done only after the total project cost (actual cost + change request - cost if any) payment is done.
10. In case of breach by either party, both the parties are under obligation to compensate for the actual loss if occur.

(D) Terms of Payment:

Website Designing and Development

1. 50% as Advance along with Govt. taxes and duties (all inclusive) along with signed Sales Agreement
2. 50% (inclusive taxes and duties) on post-delivery.

Note:

In the event the Buyer and seller agree on a separate mode of payment. The same shall be properly brought as a separate Annexure and attached so as construe to be a part the “Sales Agreement”

(E) Authorised Representative

The “Buyer” indicates that their authorised representative (Point of Contact) having the requisite authority shall be **Shikha Gaur**, she shall be responsible towards clearance/settlement of all issues namely Approvals/Contents/ Payment releases etc. (But not limited to these issues and functions)

(F) Maintenance Services

1 (One) month of free maintenance services to be provided by VCPL post completion of project.

Maintenance Service include all activities required for proper function of the Product as per the scope of work attached.

VCPL will respond to all maintenance requests from Buyer within 24 hours on weekdays and 48 hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request. VCPL will adhere to all quoted deadlines for the deliverables in the maintenance requests at all possible costs. In the event that VCPL is facing uncontrollable situation affecting quoted deadline, VCPL shall request Buyer for further time.

Buyer authorizes VCPL to access their web hosting account, providing active user name / password combinations for access to the server via FTP, assuring that 'write permissions' are in place on said hosting provider.

During the duration of this contract, Buyer agrees that VCPL will be the sole provider of maintenance services for the web site, and no other party will have access to or rights to change the web site. If any party other than VCPL makes any changes to the Product, causing any errors, repairs for the same will be at extra cost.

Exclusions:

- Web site redesign, re-alignment or re-development.
- Any additional Function Development
- Additional CMS design or additional integration of blogs, shopping carts and web forums.

(G) Non-Disclosure:

1. SOLOCITATION OF EMPLOYEES

During the pendency of the Agreement and for a period of one year immediately following the expiration or termination of the Agreement for any reason, whether with or without good cause or for any or no cause, with or without notice, either of the party will not hire any employees of the other party and will not, either directly or indirectly, solicit, induce, recruit or encourage any of the employees of the other party to leave is employment, or take away such employees, or attempt to solicit, induce, recruit, encourage or take away employees of other party.

2. All website development projects will be hosted on the Server given by VCPL during the execution phase.
 - a. All the source file will be handover to buyer only after the project delivery and seller settlement is done.
 - b. The Source code files will not be given to client in case or at any point of time between the schedule deliveries of project.
 - c. In case the development server is provided by the buyer, the work file uploaded to server will be in encrypted and password protected. The encryption / Password key will be handover to buyer only in case:
 - i. Expiration of Agreement / Delivery of project, and all the settlement is done
 - ii. In Case of Premature Termination of project, the encryption Key / Password will be handover to buyer only in case of full and final settlement.
 - iii. The Encryption key / Password or work file or Source code will not be given to buyer at any point between the executions of project.
3. This Agreement imposes no obligation upon the VCPL with respect to confidential information which:
 - a. was in the buyer possession before receipt from the VCPL;
 - b. is or becomes a matter of public knowledge through no fault of the VCPL;

- c. is rightfully received by the buyer from a third party without a duty of Confidentiality;
 - d. is disclosed by the buyer to a third party without a duty of confidentiality on the third party;
 - e. is independently developed by the buyer without breach of this Agreement;
 - f. is required to be disclosed by any judicial or governmental requirement or order (provided the buyer promptly advises the VCPL of the governmental demand for disclosure in order to accord the VCPL to contest the requirement of such disclosure)
4. All additions or modifications to this Agreement must be made in writing and must be signed by both parties. This Agreement is the complete and final agreement of the parties with respect to the identified confidential information. The agreement between the parties shall be binding on the both the buyer and the seller.
 5. This agreement shall be governed by and construed in accordance with the laws of India and the Union Territory of Delhi. The courts in Delhi, India shall have the sole and exclusive jurisdiction over any disputes arising under this agreement
 6. The **reassessment of pricing** will be done on agreed time interval in following cases:
 - a. Change in Scope of work
 - b. Initial scope of work is not defined and finalized
 - c. Delay in project due to unavoidable circumstances
 - d. Delay in project due to improper assistance / communication by buyer.
 7. In the event the Seller chooses to issue a separate Purchase Order / Other agreement/or any other document for the services used. The Work order/Purchase Order or any other document will be treated as a supplement. The Project will be governed primarily with as per this Agreement.

(H) Miscellaneous

In the event on a later date the need for maintenance of the web-portal is required. The agreement for the maintenance of ecommerce web-portal will be drafted separately and signed there off.

This Agreement shall not be construed to create any partnership or joint venture relationship between the parties. This Agreement shall be binding upon the parties and their permitted successors and assigns. This Agreement contains the entire understanding between the parties relating to this subject matter, and supersedes all prior communications and understandings with respect thereto.

On behalf of Seller

On behalf of Seller

On behalf of Buyer

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Name: Abhishek Chaudhary	Designation: Senior Tech Manager (Projects)
Date: 08-08-2016	Signature:

On behalf of Buyer

Name:	Designation:
Date:	Signature:

On behalf of Seller

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On behalf of Buyer

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