

BUSINESS TERMS AND CONDITIONS

1. Definitions

- a. "Agreement" means the written agreement, including these Terms & Conditions and any Addendum to them, made between Buyer and DIGIMRO for the Deliverables.
- b. "Buyer" means the entity issuing the Order.
- c. "Deliverables" means equipment and parts (collectively "Products"), Software and services ("Services"), each supplied under the Order.
- d. "DIGIMRO" means DigiMRO Distribution (India) Private Limited and its affiliates, subsidiaries, shareholders, officers, directors, and employees.
- e. "Intellectual Property" means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.
- f. "Order" means a Buyer purchase order accepted by DIGIMRO.
- g. "Party" means DIGIMRO or Buyer and "Parties" means both.

2. Prices

The prices given/quoted by DIGIMRO shall be binding on to the customer, DIGIMRO reserves the right to revise the prices (with or without prior notice) at its sole discretion.

3. Taxes

Prices quoted by DIGIMRO are exclusive of all the Local/Central GST, IGST or similar taxes or government levies and will be charged additionally. Any such Statutory liability including Taxes, duties charges and statutory forms related to the order are the responsibility of Buyer. All statutory applicable for dispatch of goods including Taxes, duties, charges, road permit, statutory forms or any other statutory dues applicable for dispatch of goods will be applicable to the account of the customer. Buyer shall be solely responsible for submitting the proof for claiming any exemption / reduction/ deduction in GST at the end of each month. In the event of failure DIGIMRO shall charge the differential rate of tax.

4. Purchase Order:

The Buyer shall issue purchase orders and each purchase order shall be accompanied by relevant details All purchase orders are subject to acceptance by DIGIMRO. DIGIMRO reserves the right to reject any order placed by the customer without assigning any reasons whatsoever and without incurring any liability of any kind. Provided however that if DIGIMRO has accepted an order, the customer shall not be entitled to cancel the order, until DIGIMRO accepts any such cancellation request in writing. DIGIMRO may at its sole discretion charge cancellation fee at the rate of 20% of PO value.

5. Shipment and Deliveries:

All shipments are made ex-DIGIMRO's warehouse/branch unless specified. Title to products and risk of loss shall be deemed to pass to the buyer upon delivery of the products by the DIGIMRO to the carrier or delivery service, as specified by the Buyer. Buyer assumes all risk of loss in shipping and all liability for loss of damage, whether direct, indirect, consequential or otherwise due to delays or other reasons once the product have been delivered to the carrier. Buyer agrees that any and all insurance that the Buyer deems necessary to indemnify it against loss in shipping, shall be procured by the Buyer at its own cost and expenses. DIGIMRO shall not be responsible for any loss, damage, delay or failure with respect to the products if the same is caused due to or arises from shortage of raw materials, fires, labor troubles of any kind, accidents, subcontractors or suppliers to deliver material or supplies or to provide services as agreed or as contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer or anything reasonably beyond DIGIMRO's control, whether or not presently occurring or contemplated by either party. In no circumstances shall delay amount to or be deemed to be a breach of the contract and buyer is not entitled to treat the contract as repudiated by reason of any delay in delivery or otherwise. Further, DIGIMRO shall have the right of apportion its inventory amongst its customers in such a manner as it considers acceptable. DIGIMRO at its sole discretion shall have the right to deliver the product in installments.

6. Payments :

Unless otherwise agreed, DIGIMRO will accept payment, at its own option, only through, NEFT- RTGS, Credit card, Demand Draft or Pay Order or crossed account payee cheque of a Scheduled Bank Drawn in favour of DigiMRO Distribution (India) Private Limited - and the same should be sent to the nearest DIGIMRO Branch or as may be specified by the DIGIMRO.

Property in the goods shall remain with DIGIMRO until the customer has made payment in full to DIGIMRO of the purchase price and any other indebtedness of buyer to DIGIMRO. Here, The customer acknowledges that until payment in full is not made to DIGIMRO, the customer holds the good in fiduciary capacity on behalf of DIGIMRO. Complete Payment shall be made by the Customer against each Invoice. No deduction for any reason is allowed. Any short shipment/shortage in receipt of goods have to be brought to DIGIMRO billing branch's knowledge immediately on receipt of goods. Interest @ 2% per month will be charged on all delayed payments. In case of payment delay against one invoice all subsequent open invoices shall fall due immediately, and bear interest at applicable rate. : All credit purchases are against issue of Post Dated Cheques to DIGIMRO for the Invoice amount. DIGIMRO reserves the right at any time to revoke any credit extended to buyer because of Buyer's failure to pay for any products when due, cheques bouncing or for any other reason deemed good and sufficient by DIGIMRO and in such event all subsequent shipments shall be paid for in advance. If this invoice is not paid when due, buyer agrees to pay all cost of the collection including agency and attorney's fees, whether incurred in or out of court, on appeal, in arbitration, in bankruptcy court, or in any insolvency proceedings.

7. Exclusion of warranties :

DIGIMRO assigns to its Buyer those warranties and only those warranties extended by its vendors. DIGIMRO itself does not warrant any product and sells only on an as is basis. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO CASE SHALL DIGIMRO BE LIABLE TO ANYONE FOR ANY PUNITIVE, OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSSOR DAMAGE IS CAUSED BY ITS OWN NEGLIGENCE OR FAULT. DIGIMRO does not represent that products it sells may not be compromised or circumvented; that the product will not personal injury or property loss by burglary, robbery, fire or otherwise, or that the product will under all circumstances provide adequate Warning or protection. Buyer understands and will cause its customer to understand that a properly installed and maintained alarm may only reduce the risk of burglary, robbery or fire without warning, but it cannot guarantee that such will not occur or will not cause or lead to personal injury or property loss.

8. Limitation of Liability

IN NO EVENT WILL DIGIMRO BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, STATUTORY OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUES OR USE, EVEN IF INFORMED OF THE POSSIBILITY OF THESE DAMAGES. THE AGGREGATE LIABILITY OF DIGIMRO FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THE AGREEMENT WILL IN NO CASE EXCEED THE COST OF THE PRODUCTS SUPPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS IF LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE.

9. Return and replacement policies :

- a. Defective product replacement policy :
Solely as a convenience to buyer, any product (out-of-box failure) may be exchanged for a new product at no charge to buyer in accordance with the supplier's policy that is being passed along to buyer by DIGIMRO or, at DIGIMRO's option, be returned for credit in accordance with the supplier's policy. Supplier's policy may vary. The Buyer shall be liable to inspect all products/Goods received within 48 hours of the delivery and no claim for any replacement would be entertained by company after 48 hours. Buyer must provide a copy of the invoice number for the product being returned DIGIMRO will at buyer's cost for freight take the product and send it to the supplier. If the supplier determines that the product is not defective (out-of-box failure) or not otherwise new, Buyer shall pay DIGIMRO all charges relating to the product as well as the replacement product previously given or, if applicable, have the credit given to Buyer reversed.
As a convenience to and on behalf of Buyer, DIGIMRO will ship products for warranty or other service to the appropriate supplier in which event any repair, shipping, customs clearance of handling cost will be passed or to buyer.

10. Buyer Indemnity :

Buyer agrees to limit liability to its customers to the fullest extent permitted by law. By accepting the products, Buyer assumes all liability for, and agrees to indemnify and hold DIGIMRO harmless against and defend DIGIMRO from, any and all suits, claims, demands, causes of action and judgments relating to damages whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to Buyer's customers and / or users of the products because of any failure of the products to detect and/or for which the products were designed or any other failure of the products whether or not such damage are caused or contributed by DIGIMRO.

11. Force Majeure and Delay

Except payment obligations, neither Party will be liable for any failure to meet its obligations affected by a force majeure event, and if performance is so delayed longer than 90 days, either Party can terminate the Order with notice. If Buyer causes delay, DIGIMRO is entitled to adjust price, schedule and other affected terms.

12. Intellectual Property Rights :

Buyer shall not misuse DIGIMRO's Trade Mark, Copyright, Design, Patent. In the event of breach of this clause, buyer undertakes to indemnify DIGIMRO from any losses that DIGIMRO may suffer as a result of such breach. Buyer shall also indemnify DIGIMRO Attorney fees and other expenses including but not limited to litigation fees.

13. Miscellaneous

- a. If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, the validity of the remaining provisions will not be affected.
- b. DIGIMRO reserves the right : (a) to discontinue or delete any of the Products covered hereby; (b) to add new and additional products; (c) to adjust or change any price and/or discount of the Products sold by DIGIMRO and (d) to adjust or change the discount schedules offered to the customer by DIGIMRO.
- c. Offering of any type of Gifts, Gratuities, bribe, business courtesies or any other benefits in form of entertainment, favor or otherwise to DIGIMRO, its employee or their family members or friend or others is not accepted. Customer will honor the Prevention of Corruption Act, 1988 ("PCA"), as amended from time to time. As a result therefore, Customer agrees to defend, indemnify and hold harmless DIGIMRO for all claims, demands, causes of action, damages, losses, fines, penalties or costs, including attorney's fees, which DIGIMRO may suffer by reason of the violation by Customer of PCA and any other laws referred to herein. If Customer violates any provision of this Clause 13(c), this Agreement shall be immediately terminated.
- d. In addition to the above Customer shall be responsible for complying with all the necessary legalities under the applicable laws and in the event of any compliance to be performed by DIGIMRO, the Customer shall assist DIGIMRO to perform the same.
- e. The Terms & conditions in this document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. These terms in some instances may differ with those affixed in buyers purchase order or other documents, if so, any additional terms or terms conflicting with the terms of this agreement will not apply and are expressly rejected unless specifically set forth in a separate written agreement between the parties. Acceptance of buyers order is expressly conditioned upon buyer's acceptance of or assent of these terms, which shall be established by a written acknowledgement, by implication, or by acceptance or payment for products ordered hereunder. DIGIMRO's failure to object to provisions contained in any communication received from the buyer shall not be deemed a waiver of these Terms. Any change in these terms must specifically be agreed to in writing and signed by an officer of DIGIMRO before becoming binding. Receipt of any products by the Buyer sold hereunder shall be conclusively be deemed as acceptance of these terms

14. Termination

DIGIMRO reserves the right to terminate the Customer Account and act as may be necessary to recover any dues from the Customer, including encashment of the Bank Guarantee / forfeiture of the security deposit amount. DIGIMRO reserves the right to review its business relationship with any customer, change the discount offered or terminate a relationship with a customer at its sole discretion. Either party shall settle its liabilities at the time of such termination. DIGIMRO's decision in such case will be binding, and no claim for any opportunity cost shall be entertained.

15. Waiver

No waiver from DIGIMRO on any of these terms shall be deemed to constitute a waiver of any other terms or a waiver of the same or any other provision with regard to the portion of transaction or future transactions. No waiver by course of conduct or custom usage can occur.

16. Applicable Jurisdiction and dispute Resolution

Notwithstanding any provision in the Agreement to the contrary, Intellectual Property (IPR) related disputes, either party may elect to have such disputes adjudicated before court of competent jurisdiction at Delhi. At the decision of either party binding upon other , any dispute arising out of or relating to this agreement, can be resolved by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 and its subsequent amendments thereof. The place of arbitration will be New Delhi. The language of the arbitration will be English. Any award will be payable in Indian Rupees. If the value of the dispute is less than Rupees five Crores, then arbitration will be conducted by a mutually appointed single arbitrator. If the Parties are unable to agree on the appointment of a single arbitrator within 30 days of dispute, then a single arbitrator will be appointed by the Chief Justice of Delhi High Court. If the value of the dispute is Rupees five Crores or more, then arbitration will be conducted by a panel of three arbitrators. Each Party will appoint one arbitrator and the said arbitrators will appoint a third arbitrator to act as Presiding Arbitrator. Parties will bear their own costs of arbitration. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction at New Delhi for preliminary injunctive relief without breach of this arbitration provision. Otherwise, Exclusive Jurisdiction for litigation will be at New Delhi (India).