

TERMS AND CONDITIONS OF SALE

By purchasing any parts ("goods") from MUTESEAL ACOUSTICS PRIVATE LIMITED ("seller") and using this website, you ("buyer") acknowledge acceptance of the following terms and conditions of sale ("terms"). These terms, together with the information on the order, are hereinafter referred to as this "agreement" and shall constitute the entire agreement between seller and buyer and supersede any previous agreement or understanding (oral or written) between the parties with respect to the goods. Buyer acknowledges and agrees that the purchase of goods here under shall not entitle buyer to any future purchase of goods from seller.

ORDERS:

1. All orders for Goods placed by Buyer constitute an offer and are subject to acceptance by Seller. No order for Goods submitted by Buyer shall be deemed accepted by Seller unless and until confirmed in writing by Seller.
2. By entering an order with Seller, Buyer agrees that:
 - a. the Goods purchased are of the size, design, capacity and manufacture selected by Buyer, and Buyer has relied solely on its own judgment in selecting the Goods the information on the orders, and any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, are excluded.
3. Seller reserves the right to cancel an order for any reason, including where Seller believes the order to be fraudulent or an error has occurred, subject to its obligation to refund any money already paid by Buyer. If Seller cancels an order, Seller shall have no liability for any resulting damages or costs suffered by Buyer.
4. Orders placed with and accepted by Seller may not be cancelled except with Seller's prior written consent, which shall be at the sole discretion of Seller. Goods ordered and delivered by Seller under this Agreement are not returnable unless agreed in writing by Seller. In any case, Seller will not accept goods for return as the items are customised for the Buyers specific requirements.
5. Seller's employees or agents are not authorized to make any representations concerning the Goods unless confirmed by the Seller in writing. Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

PRICE AND PAYMENT:

1. The price of the Goods shall be Seller's quoted price and shall be in INR Rupees. Available payment methods will be presented at the time of purchase.
2. Seller shall invoice Buyer for the price of the Goods, shipping costs (if any), and applicable local and/or federal sales and/or use taxes at the time of shipping. Buyer shall be responsible for cost associated with making payment to Seller and any currency exchange fees.

SHIPMENT AND DELIVERY:

1. Unless otherwise specified Goods supplied under this Agreement shall be delivered EXW (Ex Works as defined in the most recent version of the Incoterms)
2. Packaging method, shipping documents and manner, route and carrier and delivery shall be as Muteseal deems appropriate.
3. Offloading, handling, and placement of the Goods and crane services are the responsibility of Buyer.
4. Any dates quoted for delivery of the Goods are approximate only. Seller shall reconfirm the delivery date during order confirmation.
5. If Buyer fails for whatever reason to take delivery of the Goods, Seller may:
 - a. store the Goods at Buyer's costs and risk until actual delivery up to thirty (30) days and charge Buyer for reasonable storage costs including transport, handling, and insurance; and/or
 - b. claim the liquidated damages of fifteen percent (15%) of the invoice price of the Goods.
6. Buyer shall inspect the Goods upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and

unconditionally waived unless noted by Buyer on the bill of lading. Where Goods are alleged to be non-conforming or defective, written notice of defect must be given to Seller within two (2) days from date of delivery after which time the Goods shall be deemed accepted. Any claim by Buyer must incorporate all relevant details and information, and Buyer shall provide Seller or its agents with reasonable access to inspect the Goods. Seller shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Buyer's satisfaction, Buyer may reject the Goods (but shall protect the Goods until returned to Seller) or allow Seller another opportunity to undertake corrective action. No deductions will be taken against charges by Seller for the Goods for any reason unless approved in writing by Seller. All replaced Goods shall become Seller's property.

RISK OF LOSS AND TITLE:

Risk of damage to or loss of the Goods and title shall pass to Buyer upon Seller's delivery to the carrier.

FORCE MAJEURE:

Failure of Seller to fulfil or perform its obligations under the Agreement shall be excused by any cause beyond Seller's control, including, but not limited to: fire, flood, strike, insurrection, war, terrorism, inability to obtain raw materials, or delays in transit or delivery. In the event the occurrence of such event interferes with Seller's performance of its obligations, Seller may, at its option, cancel this Agreement or any part thereof without any liability to Buyer resulting therefrom.

WARRANTY:

All Goods purchased pursuant to this Agreement are governed by the express written manufacturer's warranty mentioned in the commercial proposal (the "Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Goods. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

LIMITATIONS ON WARRANTY:

TO THE EXTENT APPLICABLE BY LAW, THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY SELLER AND MUTSEAL TO THE BUYER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, MUTSEAL EXPRESSLY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, SUITABILITY, MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE

INDEMNITY:

Customer shall indemnify, defend and hold harmless Muteseal Acoustics Pvt. Ltd. from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Muteseal related to or arising out of this Agreement or the Goods, parts or services supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Buyer. Buyer shall present any Claims covered by this indemnity, including any tenders for defence and indemnity by Seller to its insurance carrier unless Seller directs that the defence will be handled by Seller's legal counsel at Buyer's expense.

LIMITATION ON REMEDIES:

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL MUTESEAL AND/OR THEIR DIRECT OR INDIRECT SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY GENERAL, PECUNIARY, NON-PECUNIARY, INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, LOSS OF OPPORTUNITY, AND DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALIZE EXPECTED SAVINGS) IN ANY WAY RELATED TO OR ARISING FROM SELLER'S SUPPLY OF GOODS UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF GOODS SUPPLIED UNDER THIS AGREEMENT. BUYER WAIVES AND RELEASES MUTESEAL OF AND FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY, INCLUDING DEATH, WHICH BUYER OR ANY THIRD PARTY MAY SUFFER RESULTING FROM BUYER'S OR THIRD PARTY'S USE OF GOODS SUPPLIED UNDER THIS AGREEMENT DUE TO ANY CAUSE WHATSOEVER, INCLUDING ANY ACT, OMISSION, FAULT, NEGLIGENCE, BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED BY MUTESEAL IN NO EVENT SHALL MUTESEAL'S LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY, THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS SUPPLIED BY SELLER UNDER THIS AGREEMENT

INTELLECTUAL PROPERTY:

Any intellectual property rights created by Seller in the course of the performance of this Agreement or otherwise shall remain Seller's property. Nothing in this Agreement shall be deemed to have given Buyer a license or any other rights to use any of the intellectual property rights of Seller. All rights not expressly granted to Buyer under this Agreement are expressly reserved by Seller.

GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by, and construed according to, the internal laws of the PCMC, Maharashtra, India Jurisdiction.

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the PCMC, Maharashtra, India Jurisdiction. The parties specifically agree that any action brought by a party to enforce any of the provisions of this Agreement shall be brought, heard and determined exclusively in either the PCMC, Maharashtra, India Jurisdiction. The parties stipulate that the referenced venues are convenient. The parties acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, shall be binding and enforceable in all jurisdictions and countries. BUYER AGREES THAT BUYER MAY BRING CLAIMS AGAINST SELLER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

COMPLIANCE:

Buyer shall comply with all laws applicable to its activities under this quote, including, without limitation, any and all applicable national, provincial, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Buyer agrees that any Goods subject to emissions regulations shall be used in accordance with the Goods' intended application. Buyer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the PCMC, Maharashtra, India Jurisdiction. It is the intention of Seller to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Buyer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Buyer shall act as the importer of

record with respect to the Goods and shall not resell, export, re-export, distribute, transfer, or dispose of the Goods or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. Buyer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Goods is a material consideration for Seller entering into this Agreement with Buyer and continuing this Agreement for its term. Any failure by Buyer to comply with these provisions will constitute a default giving Seller the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Goods. Buyer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Seller harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Seller or its affiliates as a result of Buyer's breach.

MISCELLANEOUS:

All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. This Agreement is binding on the parties and their successors and assigns. Buyer shall not assign this Agreement without the prior written consent of Seller.