

THIS IS A COMPUTER-GENERATED DOCUMENT AND DOES NOT REQUIRE SIGNATURE. PURCHASE ORDER TERMS AND CONDITIONS For the purchase of indirect products and services by Muteseal Acoustics Private Limited, its subsidiaries, and affiliates

## 1. GENERAL

1.1 as used in this document, the term "Purchase Order" or "PO" refers to the hardcopy or electronic form for designating the Supplier, the Supplies and other terms of transaction plus these Terms and Conditions and any other terms that are attached or incorporated by reference. "Supplier" means the supplier, vendor or seller identified on the face of this PO and its agents and representatives; "Specifications" means all applicable blueprints, product specifications, the provisions on the face of this PO and any attachments to it; "Supplies". means services, raw materials, bought outs, components, intermediate assemblies, equipment and other supplies including indirect materials, technical data, drawings, or professional services to be furnished by Supplier to Muteseal for this PO.

1.2 This PO shall be construed as an offer to purchase the Supplies on the terms contained herein. The contract resulting from the acceptance of this order is to be construed according to the laws of India. This PO is not assignable by Supplier in whole or in part. Any dispute shall be adjudicated in the in the courts of Pune, India only.

1.3 Unless expressly set forth below, Muteseal is not subject to a minimum term of supply or a minimum volume expressed in any quotation or any other document sent or previously exchanged between Muteseal and Supplier.

## 2. CONTROLLING TERMS

2.1 This PO is expressly limited to the terms and Specifications contained herein. This PO is an offer to purchase the goods and/or services set forth herein and any preceding offer or quotation of Supplier for alternative or modified terms and Specifications is (a) rejected and (b) expressly made conditional on Supplier's acceptance of the Specification and terms hereof. Supplier accepts the Specifications and terms by acknowledging or confirming this order, or commencing work on or shipping Supplies covered by this PO.

2.2 If there is a conflict between these terms, the information on the face of this PO, or any attachments to the PO, the terms on the face of the PO shall take precedence over these terms, and these terms shall take precedence over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the contract will take precedence over all other terms.

2.3 The purchase of goods and services by Buyer is expressly conditioned on assent by Seller to these terms; any additional or conflicting terms or provisions in other documents provided by Seller relating to such purchase shall not apply to such purchase, and are hereby rejected by Buyer.

## 3. PRICES AND INVOICING

3.1 Prices shown on the face of this PO may not be increased without written authorization by Muteseal Purchasing Department & are fixed till completion of project.

3.2 Payment terms are 60 days from the date of receipt of the material / services at Muteseal, unless otherwise stated on the face of the PO.

3.3 The Registration number under GST of Muteseal Acoustics Private Limited (Plot No PAP-A-5/7 of Block No A, MIDC Chakan Industrial Area, Phase IV, Village Nighoje, Tal. Khed, Dist. Pune, Maharashtra 410 501) is 27AAMCM9786G1ZN

## 4. TAXATION

4.1 Supplier represents and warrants that all taxes have been paid and no taxes are unpaid or with the passage of time will be a lien upon the products or equipment. This clause is intended to create a level playing field for all Buyers of supplier's products, and not to provide discounts or competitive advantage to the Buyer.

4.2 Tax invoice should be sent to the Buyer, in duplicate (i.e. Original and Duplicate Invoice), giving order number, correct description of goods or services supplied, mode of transport, packing slip number and date of dispatch. Declaration required under GST law should be printed on Invoice. If the Supplier charges Central Goods and Services Tax (CGST), State Goods and Services Tax (SGST), Union Territory Goods and Services Tax (UTGST) or Integrated Goods and Services Tax (IGST) as the case may be, then it shall submit correct tax

invoice as per the respective GST Act and file valid returns as specified in respective GST acts, to enable Buyer to avail Input Tax Credit on supplies made. In case of imported goods/ materials, all the shipping documents should accompany the invoice. The responsibility for generation of E-way bill for every movement of goods lies with the Supplier, if applicable.

4.3 Supplier shall intimate its Goods and Service Tax (GST) registration number to the Buyer in writing along with copy of registration certificate. Supplier shall follow all applicable formalities as specified under GST Act, Rules and Provisions made thereunder and shall ensure necessary tax-paying documents accompany the consignment. If the tax-paying documents are not received along with the consignment, the consignment shall not be accepted or tax amount will be debited to the supplier at the Buyer's sole discretion.

4.4 Supplier shall intimate the buyer on any change in the registration status, change in address, change in company name, addition / deletion in place of business in writing.

4.5 All prices are exclusive of applicable Goods and Services tax, unless specifically stated otherwise in this contract.

4.6 Supplier shall inform in writing to the Buyer if:-

I. Supplier at any given point opts for or exit from Composition Scheme under GST Act

II. Supplier is falling below threshold limit of registration under GST Act

III. Supplier is about to exceed threshold turnover limit

IV. Supplier is availing exemption, if any

4.7 Supplier shall be responsible to apply appropriate GST (i.e. CGST/SGST/IGST/UTGST) on supply of goods or/and services, classify them under correct HSN Code or Service Accounting Code, raise tax invoices within time as specified under GST law.

4.8 Supplier shall be responsible to do correct valuation of goods and/or services for GST liability and payment purpose. Buyer will not be responsible for tax liability, interest, penalty and any other consequence arising therefrom on account of incorrect valuation by supplier.

4.9 Supplier shall comply with GST Act, Rules and provisions as amended from time to time and shall upload correct and complete returns and information on GSTN Portal on or before statutory timeline to enable the buyer to avail input tax credit. In case of any losses on account of non-compliance, non-filing, incorrect filing of returns, non-payment of tax by supplier, any eligible input tax credit disallowance, Buyer reserves the right to deduct the amount equivalent to loss of taxes, interest, penalty and other incidental charges from buyer, from the subsequent payment. If no payments are due to Supplier, then Buyer will raise debit note of amount equivalent of taxes, interest, penalty and other incidental charges on supplier. Any reconciliation items notified by us pertaining to Input tax credit shall be resolved within a period of one month by the supplier.

4.10 Supplier must ensure that he passes on the benefit of reduced incidence of taxes due to introduction of GST on goods or services or both to customer and adhere to the anti-profiteering provisions of GST Act.

4.11 In case of Invoices raised Pre GST period, goods are to be received within 3 days after the GST appointed date. In such a case if Invoices are not received within 3 days after the GST appointed date, Buyer will not be liable for payment of Tax or GST liability.

## 5. DELIVERY

5.1 Deliveries are to be made in quantities and at times specified on the face hereof or, if not so specified, then as set forth on delivery schedules furnished by Muteseal. Delivery shall be made CIF/ Muteseal location that is delivered to Muteseal point of use, freight pre-paid, unless otherwise stipulated on the face of the Purchase Order. Time for delivery shall be of the essence of the contract period.

5.2 Supplier shall, upon Muteseal' request, suspend shipment and delivery of Supplies to be furnished hereunder as Muteseal may request.

## 6. QUALITY OF SUPPLIES

6.1 Supplier warrants that all Supplies will conform to the Specifications and/or samples furnished in connection with this PO, and will be fit and sufficient for the purpose intended, merchantable, of good material and

workmanship, and free from defect. Supplier's warranties shall survive Muteseal acceptance of, inspection of, and payment for the Supplies. Where the Supplies include services, the Supplier warrants that the services will be provided in a timely, diligent, efficient and skilful manner.

6.2 Supplier shall notify Muteseal immediately prior to the acceptance of this PO if Supplier cannot satisfy the Specifications, terms or the delivery schedule of this PO.

#### 7. DISPOSITION OF REJECTED MATERIAL

With respect to any Supplies not in conformity with the requirements of this PO, Muteseal shall have the right, at its option, to require the Supplier to repair, replace or re-perform such Supplies or services immediately after notification or to reject such Supplies. The rejected goods shall be taken back by the supplier by making necessary transport arrangements within 3 days from the date of intimation. No payment shall be made for rejected material. If the goods are not removed within the stipulated time, Muteseal shall remove the same and shall recover the cost of removal from the Supplier.

#### 8. PACKING, SHIPPING, AND STORAGE

Supplier shall, at his expense, package and preserve the Supplies in such a manner that they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and six months' storage under normal environmental conditions without detrimental effects on the Supplies.

#### 9. CANCELLATION

9.1 Muteseal may cancel this PO or any part thereof at any time upon written notice to Supplier without liability.

9.2 Notwithstanding the foregoing, Muteseal may cancel this PO without liability or cancellation charges in the event of any causes beyond its control, such as, but not limited to, flood, drought, fire, war, riot, acts of terrorism, acts of God or acts or demands of any governmental authority.

10. CHANGES Muteseal may at any time, by written instructions or verbal instructions, confirm in writing to Supplier to make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) Specifications; (ii) method of shipment or packing, (iii) time and/or place of delivery; and (iv) the quantity of items ordered. Supplier shall notify Muteseal within fourteen days of notification of such changes of any proposed differences in price, quality or delivery. Such proposed changes shall be subject to approval by Muteseal.

#### 11. INTELLECTUAL PROPERTY

11.1 Supplier warrants that the Supplies specified herein (and their sale or use, alone or as a significant element of a combination) will not infringe any United States or foreign patents, copyrights, trade names, trade secrets or other intellectual property; and agrees to indemnify and hold harmless Muteseal and anyone selling or using any of Muteseal' products against all judgments, decrees, costs, and expenses resulting from any alleged infringement, and agrees that Supplier shall, upon request of Muteseal and at Supplier's own expense, defend or assist if the defence of any action which may be brought against Muteseal or those selling or using any of Muteseal' products by reason of any such alleged infringement.

11.2 Any inventions, discoveries, patents, copyrights, trade names, trade secrets, mask works or other intellectual property created in the performance of this PO shall be the sole property of Muteseal and Supplier shall do all things requested by Muteseal to transfer the ownership thereof and to perfect the same.

#### 12. DESIGN AND INFORMATION

It is understood that any article made according to a design specified by Muteseal (not previously a standard commercial design of Supplier) will not be furnished by Supplier to any other person, firm, or corporation. It is recognized that Supplier will have access to certain confidential information of Muteseal and, therefore, Supplier agrees not to divulge to anyone the confidential information of Muteseal, nor use for its own benefit, any such information including drawings or other documentary information of a confidential nature.

#### 13. REMEDIES

The remedies herein reserved shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this PO shall constitute a waiver of any other breach, or of such provision on the future occasion.

#### 14. INDEMNITY: INSURANCE

The goods shall be covered for transit insurance by the supplier and shall also arrange for Workmen Compensation Insurance as per Workmen's Compensation Act, 1923 as may be applicable. The supplier shall also cover the goods for Public Liability Insurance in transit as may be applicable in terms of the Public Liability Insurance Act, 1991 and the Rules made there under. In case of imported goods/ materials, the goods /materials shall be covered for Marine Insurance by the Supplier on value plus duty (50% of value) basis. In no event shall Muteseal be liable for any direct, indirect, consequential, economic or financial losses or incidental damages, however caused and howsoever arising in any way out of this PO.

#### 15. ADVERTISING OR USE OF NAME "MUTESEAL"

Supplier shall not use or permit the use of the word "Muteseal" or any similar word or any trademark of Muteseal in description of or in the marketing of products produced by Supplier, or in any manner advertises or publish the fact that Supplier has contracted to furnish Supplies pursuant to this PO or any PO with Muteseal.

#### 16. SUPPLIER'S INSOLVENCY

If Supplier ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against Supplier, if a receiver, administrative receiver, liquidator or similar is appointed or applied for, if Supplier makes an assignment for the benefit of creditors, or if Muteseal reasonably believes Supplier may be unable to complete this PO, Muteseal may demand adequate written assurance of performance or, at its option, terminate this PO, in whole or in part, without liability except for Supplies previously delivered to and accepted by Muteseal. If Supplier fails to provide adequate written assurance of performance, Muteseal may terminate this agreement.

#### 17. COMPLIANCE WITH LAWS

The Supplier agrees to comply with all applicable Central, State and or Local Laws, regulations and rules applicable in India from time to time. The Supplier further agrees to indemnify, defend and hold Muteseal harmless from and against any liability arising from breach of the same and agrees to defend at its expense any action brought against Muteseal.

#### 18. MISCELLANEOUS

18.1 Force Majeure. Neither party shall be liable to the other for failure to perform its obligation under this PO when performance is prevented by flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments. During the Supplier's inability to supply the Supplies, Muteseal may at its option, procure such Supplies from other suppliers but will revert to the PO once the element of Force Majeure has been overcome.

18.2 Muteseal may set off any amounts due to Supplier under this PO against amounts owed by Supplier to Muteseal for any reason.

18.3 If requested by Muteseal, Supplier agrees to give Muteseal or its authorized representative's access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

#### 19. ENVIRONMENTAL

19.1 The Supplier agrees to conform to the Muteseal Environmental Policy and to the procedural requirements associated with the Muteseal Environmental Management System. The Supplier shall ensure it has an understanding of its obligations under the Muteseal Environmental Management System and assumes responsibility for the consequences of departing from specified procedures.

19.2 Plastic bags below 50-micron thickness should not be used for packing.

19.3 All substances that are supplied to Muteseal shall be free from OZONE Depleting Material as mentioned in the Ozone Depleting Substances Rules, 2000 (as amended). The Material Safety Data Sheet (MSDS) of all hazardous i.e. any material that poses threat to human health and/or the environment, e.g. substances having

toxic, corrosive, ignitable, explosive, or chemically reactive characteristics shall be provided as per the Maharashtra Factories Rules, 1963.

## 20. ADMINISTRATIVE

20.1 Original packing slip must accompany material. PO number, department number, and receiving location code must appear on all invoices, shipping notices, bills of lading, Airway Bills, express receipts, packing and packing slips.

20.2 All invoices covering material listed below must refer to this PO number, including the suffix. Only one PO number is to be referenced on the invoice.

20.3 Material shipped from other than Supplier's stock must plainly show Muteseal PO number and Supplier's name on packing slips and shipping tags.

20.4 This PO is deemed closed upon receipt of the Supplies or services described herein or one (1) calendar year from the date placed, whichever occurs first, unless otherwise stipulated on the face of this order. The foregoing notwithstanding, those terms which by their nature are intended to survive the delivery of the Supplies under the PO shall survive.

## 21. DRAWINGS:

If required, Muteseal shall give the supplier necessary drawings for manufacture of the parts to be supplied under this Purchase Order. The supplier shall use these drawings only for reference purpose, checking measurements / dimensions of the product. The supplier should note that the drawings should not be used for any other purpose or copied for any reason. Supplier shall return drawing, specification after completion of job. The design for manufacturing the product and process thereof shall be the sole responsibility of the supplier. Tools, Patterns, Jigs & Fixtures: If required, Muteseal shall supply the Tools, Patterns or Jigs and Fixtures required for production of the parts to be supplied under this Purchase Order. The Tools, Patterns or Jigs and Fixtures supplied will always remain the property of Muteseal and the supplier should use the same with due care and will return the same to Muteseal after completing the supply or as instructed by Muteseal. The supplier shall further note that he will be solely responsible for valuation of the goods manufactured and supplied by him and he shall determine the value properly as provided in the GST Act, Rules there under and other relevant provisions under the GST Valuation Rules and amortize the cost of Tools, Patterns, Jigs and Fixtures on the parts manufactured by the vendor.

## 22. SHORT SHIPMENT/ REJECTION OF IMPORTED GOODS

In case of short shipment / rejection of imported goods, Muteseal will lodge a claim for Value, Customs Duty and applicable taxes. The claim should be settled by the Supplier within one month from the date of claim. The amount of claim should be remitted as a separate transaction to Muteseal giving details of the claim.

## 23. TRANSFER OF OWNERSHIP

The materials / services agreed to be sold / provided, shall be delivered at Muteseal or at such place as instructed by Muteseal, in writing. The property and risk of the items agreed to be sold shall pass on to Muteseal only when the said items are delivered to Muteseal and the Supplier shall be solely responsible for any shortage/damage/loss to the said items till the same is delivered in good condition to Muteseal.

## 24. SAFETY

Depending on nature of work assigned under this PO, the Supplier shall observe and follow all the safety rules/ regulations and shall take every precaution that no accident or cause of threat to life and property takes place while executing the work assigned under this PO. The Supplier shall ensure that his employees do not enter in any other area/s other than work place under this PO and shall further be responsible for all the acts, deeds, actions of his employees. The Supplier is empowered to execute and ensure the adherence of compliance under the Factories Act 1948 and / or other applicable Laws for safety of his persons engaged and working for Muteseal within its premises. Muteseal by using its due diligence, to enforce the compliance of Factories Act 1948 and / or other applicable Laws, authorizes the Supplier to take care of his persons for their safety while working for and within Muteseal premises.

Supplier may obtain a copy of the latest Safety requirements from the principal contact in Muteseal.

25. HOLD HARMLESS

It is expressly agreed and understood that, to the fullest extent permitted by law, that (Supplier) shall indemnify, protect, defend, and save harmless, Muteseal and its subsidiaries (including their officers, agents, employees) ("Muteseal") from any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, judgements or any demands whatsoever, including prejudgment interest, attorney's fees, expert witness fees and all other expert and professional fees and expenses ("Claims(s)"), based on or resulting from any personal injury, including, but not by way of limitation, bodily injury, emotional injury, sickness or disease, or death to any person (including but not limited to agents employees of Muteseal or damage to property of anyone (including loss of use thereof), which injury, sickness, death or damage results from, arises out of or is in any way connected with the performance of this contract.

Supplier's obligation under this paragraph shall apply whether the Claim is caused or alleged to be caused by any active or passive act or omission of the Supplier, Muteseal or the other party indemnified hereunder, provide however, that the Supplier shall not be obligated to indemnify for those Claims which arise from the sole negligence or wilful misconduct of Muteseal or its agents, servants or other independent suppliers (other than tier-2 Suppliers) who are directly responsible to Muteseal. In Claims against any person or entity indemnified under this paragraph by an employee of the Supplier, any one directly or indirectly employed by the Supplier or anyone for whose acts Supplier may be liable, Supplier's obligations under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Supplier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.