

Unless otherwise agreed in writing and signed by an authorized representative of VIRTUE INTERNATIONAL PRIVATE LIMITED ("Virtue International" or "Virtue"), these Sales Terms and Conditions ("T&C"), as published on Virtue International's Web site located at <http://www.virtueinternational.co.in> govern all purchases of products and services ("Products") by the entity mentioned below in the signature block ("Purchaser") and Virtue International. Purchaser's acceptance of these T&C shall be deemed by either (i) accepting the T&C on the Virtue electronic portal or (ii) providing a purchase order to Virtue or (iii) acceptance of any Products from Virtue, whichever occurs first.

1. ORDERING

Purchaser must have an active Virtue Customer Code/Number and Purchaser's account must be current and in good standing. Purchaser will protect the confidentiality of its account number(s) and password(s) and not transfer them to any third party. Purchaser must provide Virtue with complete order information as required by Virtue, which includes the (i) Product description, (ii) unit quantity, (iii) Virtue SKU number and/or vendor part number, (iv) current unit price, (v) correct shipping address, (vi) Valid GSTIN registration numbers, (vii) HSN/SAC codes of products, (viii) Valid tax exemption no.s and documents, if exemption is being claimed. Virtue reserves the right to require additional information based on the requirements of the manufacturer or publisher of the Product. Purchaser may place orders via email or over telephone on Virtue-approved electronic orderingAll orders are subject to Virtue International's acceptance. Virtue International may decline or cancel any order for any reason at any time. Virtue International's acceptance of Purchaser's order is subject to these T&C without any modification, or exception. Additional terms and conditions may apply to the purchase of certain Products (e.g., cloud services, professional services, etc.). Any additional or different terms in Purchaser's PO shall not be acceptable. All purchase orders that are accepted by Virtue are binding on the Purchaser. Purchaser cannot cancel or amend any accepted purchase order without Virtue's written consent. Orders for non-standard Products including Products configured to Purchaser's specifications are non-cancelable and non-returnable. Orders for direct shipment to Purchaser's customers or Special Order Products may require prepayment and may be subject to additional price. Virtue will have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold, or if Purchaser does not confirm it within 48 hours of notification from Virtue that backordered Product is available for shipment. All Products sold to Purchaser hereunder are for resale to end users (who purchase for internal use) or to the reseller, as the case may be, in the country(ies) as authorized by the manufacturer or publisher of the Product. All Product pricing, description and availability information ("Information") provided by Virtue, in any form, is the property of Virtue and the Purchaser will use this information only for the purposes of placing order on Virtue

2. PRICE AND TAXES

Purchaser shall purchase Products in accordance with price list or as quoted by Virtue. Quoted prices/ price list are subject to change without notice. Unless specifically included in a quote or invoice, the quoted prices/price list do not include any taxes, handling, shipping, transportation, duties, cess or any other charges or fees or any taxes that may be introduced at a later date. These will be charged as per the law prevailing at the time of supply. Purchaser is responsible for all applicable fees and all transactional taxes on the sale and delivery of Products. Exemption certificates, valid at the place of supply or delivery, must be presented to Virtue prior to shipment for validation if they are to be honoured. Further, in case of any non-compliance of applicable law by partner and because of which a demand is made on the Virtue by the tax authorities, the Purchaser shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by Virtue. Under no circumstances, shall Virtue International be liable to the Purchaser for any denied credit of taxes on account of the information furnished by the Purchaser, including but not limited to its tax registration number.

Place of Supply and Classification

In case where the place of supply for services is dependent up on the location of the registered person, address provided by the Purchaser for the purpose of billing would be treated as 'Location of Recipient' / address on records as envisaged under GST legislation. Further, in case of goods, it shall be the responsibility of the Purchaser to provide the

correct Bill to and Ship to address and respective GSTIN, wherever applicable at the time of issuance of Purchase Order. In case of any tax or related demand due to failure of the Purchaser to provide the correct address, the same will be borne by the Partner. Purchaser may use the HSN/ SAC provided by Virtue or adopt a different HSN/ SAC as per their interpretation; in either case, Virtue should not be held responsible for any liability that arises on account of disputed related to HSN/ SAC classification.

Sales Discounts/Credit Notes

Scheme/Programs/Rebates etc. will be announced from time to time by Virtue International at/before time of the sale. Appropriate Credit notes will be issued under the GST law. Purchaser shall reverse the input tax credit as is attributable to such discount on the basis of document issued by Virtue International. Responsibility of confirming reversal of input tax credit attributable to such discount is upon the Purchaser.

Compliances

The Purchaser will be responsible for all its tax compliances, return filings as is prescribed or may be prescribed in the relevant laws as may be prevailing. Virtue will not be responsible for any errors or omissions which are not rectified or complied or reconciled within the time prescribed in the prevailing laws and rules framed thereunder. Further, if the Purchaser wishes to edit or reject the data in the invoice as uploaded by Virtue in Form GSR-1 or any other prescribed form, the Purchaser shall take a prior written confirmation from Virtue to avoid tax dispute.

3. SHIPMENT AND DELIVERY

- A. **India Shipments** - For Product shipments to an address within the geographical territory of India, shipment will be made by Virtue via its standard transportation and risk of loss and damage to Product will transfer to Purchaser upon Virtue tendering the Product for delivery at Virtue Warehouse in case of Customer Collect Shipments or to the designated address & Delivery Terms specified on the Purchaser's PO. Freight would be charged on all orders as per Virtue International's freight policy. Additional charges may apply for unusually heavy or bulky items. If Purchaser requests special shipping or handling including without limitation, expedited shipment, third-party billing, or freight collect, Purchaser shall bear all risk of loss and damage to the Product in transit and is responsible for filing claims with the carrier and all freight and handling costs will be borne by the Purchaser. COD and additional fees may also apply. Purchaser shall examine all Products upon receipt and shall notify Virtue immediately of all discrepancies or if rejection is intended. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for rejection and should be noted on transit document. Failure to give such notice within the time specified herein shall be deemed an acceptance of the Products as of the date of shipment.
- B. **International Shipments** – THE PURCHASER IS NOT ALLOWED TO, DIRECTLY OR INDIRECTLY, SELL THE PRODUCTS OUTSIDE THE GEOGRAPHICAL LIMITS OF INDIA WITHOUT OBTAINING THE PRIOR APPROVAL FROM VIRTUE AND /OR VENDOR.
- C. **Title** - For all shipments, title to Product remains with Virtue until Virtue receives full payment. Until full payment for Product has been made to Virtue, Purchaser must store Product separately from the other goods in the custody of the Purchaser and ensure that Virtue Products are readily identifiable as the property of Virtue.

4. CREDIT AND PAYMENT TERMS

Purchaser shall furnish to Virtue all financial information requested by Virtue from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that Virtue shall have the right to decline to extend credit. Virtue has the right to modify, increase, decrease or terminate Purchaser's credit privileges and terms (wherever applicable) at any time without prior notice to Purchaser. Purchaser certifies that the

information it furnishes to Virtue to extend credit and sell Products to Purchaser, including, without limitation, any financial statements, is and shall remain true and correct and understands that Virtue relies upon such information as correct. Purchaser shall promptly notify Virtue of all changes to Purchaser's name, address, GSTIN registration no's or of the sale of substantially all of its assets. Purchaser shall not deduct any amounts owing to Virtue. All types of schemes/support/commitments will be communicated to the Purchaser in writing with a Unique Reference Number (URN). Any communication related to schemes/support/ commitment sent/ given by any person other than as stated above shall be null and void and Virtue shall not be responsible for the same at any point of time. Purchaser is advised to ignore such unauthorized communication and immediately notify the same to Virtue. Virtue does not follow any policy of verbal commitment nor authorize any sales personnel or manufacturer's personnel to make any such commitment. Any claim arising out or claimed based on aforesaid commitment, shall not be entertained by Virtue under any circumstances. A finance charge of two (2%) per month or the maximum amount allowed by law, whichever is lower, will be charged on all past due balances commencing on the date payment is due plus applicable taxes. Credit cards (MasterCard and VISA) issued by Bank which are acceptable to Virtue, will only be accepted subject to a charge at the rate of two percent (2%) of the price invoiced plus applicable taxes. Payment by telegraphic transfers, cashier orders, demand drafts or cheque (subject to clearance) will be allowed. Payment by any other method will be subject to Virtue's express written approval. Virtue shall levy a charge of Rs 500 per cheque dishonour or as charged by the bank to Virtue, whichever is higher, along with applicable GST. If Purchaser fails to make timely payment of any amount invoiced hereunder, Virtue shall have the right, in addition to any and all other rights and remedies available to Virtue at law or in equity, right to set off, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser. Purchaser shall pay to Virtue all costs and expenses, including, without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by Virtue in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of these T&C plus applicable taxes. Any obligation of Virtue under these terms and conditions to deliver Products on credit terms shall immediately terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute or any other statute relating to insolvency or protection of the rights of creditors, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute or any other statute relating to insolvency or the protection of rights of creditors is filed against Purchaser, or if a receiver, manager, liquidator or trustee is appointed to take possession of the assets of Purchaser.

5. WARRANTY AND INDEMNITIES

Purchaser acknowledges that Virtue is not the manufacturer of the Products. Product warranties, if any, are provided by the manufacturer or publisher ("Vendor") of the Products. VIRTUE EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO ANY PRODUCT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL INFORMATION IS PROVIDED TO PURCHASER "AS IS."

VIRTUE INTERNATIONAL IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS PURCHASER, ITS AFFILIATES, THEIR CUSTOMERS, OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION, INCLUDING ANY DAMAGES, COSTS OR EXPENSES INCURRED BY SUCH PARTIES, ARISING FROM OR RELATING TO THE ACTUAL OR ALLEGED PRODUCT LIABILITY, BREACH OF SECURITY, LOSS OF DATA, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS RELATED (DIRECTLY OR INDIRECTLY) TO THE MANUFACTURE, SALE, OR USE OF THE PRODUCTS. PURCHASER WARRANTS THAT IT HAS ALL NECESSARY LEGAL RIGHTS TO ALL INTELLECTUAL PROPERTY IT PROVIDES TO VIRTUE. PURCHASER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS VIRTUE, ITS AFFILIATES, AND ITS VENDORS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) ARISING OR RESULTING FROM CLAIMS, DEMANDS, ACTIONS OR PROCEEDINGS OF ANY KIND ARISING FROM OR RELATING TO: (i) PURCHASER'S USE, MARKETING, DISTRIBUTION OR SALE OF PRODUCTS IN A MANNER OTHER THAN AS SPECIFIED IN PRODUCT/SERVICE

DESCRIPTIONS OR SPECIFICATIONS; (ii) VIRTUE'S OR ITS VENDOR'S COMPLIANCE WITH DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS PROVIDED BY PURCHASER; (iii) PURCHASER'S BREACH OF THESE T&C OR ACTS OR OMISSIONS OF PURCHASER, ITS AFFILIATES, ITS AGENTS, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS; OR (iv) VIOLATION OR ALLEGED VIOLATION OF ANY APPLICABLE LAWS OR REGULATIONS BY PURCHASER OR ITS AFFILIATES.

6. **PRODUCT RETURNS**

Purchaser may only return Products as permitted in these Sales Terms. Products otherwise shall be non-returnable, and the prices shall be non-refundable. Purchaser may only return erroneously shipped Products or Products that were damaged prior to shipment. Products damaged after shipment may not be returned. In order to be eligible to receive credit for returned Products, Purchaser must adhere to Virtue International's then current returns processing guidelines located at www.virtueinternational.co.in. Purchaser must obtain a valid return authorization number ("RMA") from Virtue International for all returns prior to returning any Product. Virtue International has no obligation to issue RMAs. Purchaser is responsible for ensuring that the RMA is clearly visible on the address label of the Product packaging and for complying with all other Virtue International requirements provided to Purchaser when the RMA is issued. Unless otherwise agreed in writing by Virtue International, all Product returns from Purchaser are DDP (Incoterms 2010) Virtue International's designated facility, and title and risk of loss shall transfer to Virtue International upon receipt and acceptance of returned Products at Virtue International's facility. If Purchaser desires to return any Products, Purchaser must initiate a new order for the replacement Products. Virtue International may refuse delivery of any package without a valid, clearly visible RMA. All Products erroneously shipped by Virtue International must be returned with the original packaging intact (including manufacturer's shrink wrap) and otherwise in unused, resalable condition. Credit, if any, will be provided for Product returned in accordance with Virtue International's return policies at the time the RMA was issued, provided Purchaser is not in breach of any of these T&C. If Purchaser returns any Products without Virtue International's authorization or does not comply with Virtue International's return requirements, those Products may be subject to return to the shipping location and, if refused, Virtue International may consider the Products abandoned and dispose of them, without crediting Purchaser's account. Virtue International reserves the right to charge a restocking fee plus applicable taxes for handling any Product that is erroneously returned. Virtue International's sole liability for any returned Products will be acceptance of their return and issuance of credits pursuant to Virtue International's then current returns processing guidelines.

- A. **Defective Product Returns** - Defective returns are only for Products purchased from Virtue International that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer's or publisher's warranty. Purchaser may request for an RMA as per the manufacturer's or publisher's policy against a defective products purchased from Virtue. Upon receipt of the defective Product for which the RMA was issued, Virtue shall return to Purchaser, at Purchaser's expense, if that Products found not to be defective And /or the Product carries physical damage. Upon verification that the returned Product is defective, Virtue may, at Virtue's sole discretion or as defined in the manufacturer's or publisher's policy, either (i) repair the defective Product, (ii) ship Purchaser a replacement Product or a equivalent product, or (iii) provide Purchaser a credit equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees plus applicable taxes. Virtue reserves the right to require Purchaser to return defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy. Virtue shall not be obligated to repair, replace, or issue credit to Purchaser for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, overvoltage on interface, environment extremes, improper use, maintenance or application of the Products or use of unauthorized parts. Purchaser shall bear all risks of loss when returning defective Products.
- B. **Damaged Product Returns** - Damaged Product returns are only for Products purchased from Virtue and shipped by Virtue that are damaged in transit from Virtue to the Purchaser or from Virtue to the Purchaser's customer. Purchaser or

Purchaser's customer shall refuse any Product delivered in damaged condition. If the Product is received in damaged condition it should be recorded on the shipping documents at the time of receipt. Failure to notify at the time of receipt, shall be deemed acceptance of the Product as on the date of shipment.

7. BILLING AND SHIPPING DISCREPANCIES

Billing and shipping discrepancies are for Products purchased from Virtue that were invoiced or shipped incorrectly. These include lost shipments, short shipments(notified at the time of receipt of material), wrong sales, wrong shipments and pricing/invoice errors. Purchaser may request an RA for verified and shipping discrepancies within three (3) calendar days of delivery of Products. In addition, Purchaser must notify Virtue of any billing discrepancies related to Purchaser within three (3) calendar days of invoice date, for which Virtue will issue necessary debit or credit notes as may be applicable. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give such notice within the time specified herein shall be deemed a waiver of Purchaser's rights to claim such discrepancy.

8. LIMITATION OF LIABILITY

Virtue will have no liability for: (i) failure to allocate or reserve any Product for Purchaser; (ii) failure to deliver Products within a specified time period; (iii) availability and/or delays in delivery of Products, (iv) discontinuation of Products, product lines, or any part thereof; or (v) cancellation of any orders. VIRTUE SHALL NOT BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE TO PROPERTY OR OTHERWISE, OR INJURY INCLUDING BODILY INJURY/DEATH THAT RESULTS FROM THE USE OR APPLICATION BY PURCHASER, PURCHASER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO PURCHASER. IN NO EVENT SHALL VIRTUE BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE T&C BY VIRTUE, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY PURCHASER HEREUNDER. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL VIRTUE BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED INJURY TO PERSONS OR PROPERTY, BUSINESS INTERRUPTION OR DAMAGE TO BUSINESS REPUTATION OR TO LOSS OF GOOD WILL, LOSS OF DATA, OR SECURITY BREACH, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH VIRTUE'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION VIRTUE SHALL PROVIDE HEREUNDER, AND EVEN IF VIRTUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT SHALL VIRTUE HAVE ANY LIABILITY FOR ANY PRODUCTS USED FOR AVIATION, MEDICAL, LIFESAVING, LIFE-SUSTAINING OR NUCLEAR APPLICATIONS. THIS PROVISION SHALL SURVIVE ANY TERMINATION OF THESE T&C.

9. FORCE MAJEURE

Virtue shall not be responsible for delays in deliveries or failure to perform due to events of force majeure, including, but not limited to, fire, flood, tornado, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine restriction, delay in transportation, labor shortage or strikes, materials or manufacturing facility shortage, accidents, boycott, embargo or any act or regulation of government or governmental authority and other contingencies beyond Virtue's control resulting in impossibility or delay of performance of Virtue.

10. COMPLIANCE TO U.S. EXPORT LAWS AND OTHER RELEVANT EXPORT CONTROL LAWS

Purchaser acknowledges and shall advise its customer that the product, equipment, technology and/or software ("Product(s)") supplied hereunder may be subject to the controls of the United States Department of Commerce or other relevant export control laws, and that the Products may require authorization prior to export, re-export or transfer in-country to any Customer in India who is required to obtain an license before the purchase of the Product. Specifically, purchaser agrees that it will not directly or indirectly export, re-export, transfer in-country, or transfer of the Product to any Customer in India who is required to obtain a license before the purchase of the Product or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States. Purchaser warrants that it will not directly or indirectly export, re-export or transfer in-country any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce or other relevant authority(ies). Purchaser further warrants that it will not export, re-export or transfer incountry directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Order issued by the United States. Purchase further warrants that the Purchaser shall communicate and stipulate all the above stated conditions to the Purchaser's Customer.

11. COMPLIANCE TO ANTI-CORRUPTION LAWS

Purchaser must comply and ensure that all its employees, officers, Directors, agents, resellers, representatives, etc. of the Purchaser complies with all anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and all laws in the country(ies) (collectively referred to as Anticorruption laws). Under the anti-corruption laws, it is illegal and it is prohibited to pay, offer to pay or authorize to pay or offer (directly or indirectly) any money or anything of value to a government official or the immediate family of any such official, a political party or a party official, or any candidate for political office, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Purchaser or Virtue in obtaining or retaining business, or securing an improper advantage.

12. TRANSFER OF INFORMATION AND ACCESS TO DATA

Purchaser understands and expressly agrees that all account information, including information about Product purchases, payments, contact information and other information relating to Purchaser's account with Virtue International, and including all point of sale information, including any Personal Data and any information about End Users contained in such point of sale information, and any other information or Personal Data that it submits to Virtue International, may be transferred to and processed by Virtue International and its affiliates and service providers in the United States, the United Kingdom, India, any Virtue International offices in any other jurisdiction in which Virtue International or its vendors or service providers are located. Purchaser is responsible for obtaining any agreement, opt in or other approval from any End User prior to providing any such information or Personal Data to Virtue International, including any requirements to obtain consents with respect to the collection, processing, storage and transfer of Personal Data to Virtue International. Purchaser hereby represents and warrants that it is and will be in compliance with all applicable laws in the delivery or transfer of any Personal Data to Virtue International, including any requirements to obtain consents with respect to the collection, processing, storage and transfer of Personal Data. Purchaser will indemnify, defend and hold Virtue International harmless from any claims, losses, damages, fines and causes of action arising out of or related to Purchaser's breach of this Section. For purposes of this Agreement, "Personal Data" means names, addresses, telephone numbers, e-mail addresses, social security numbers, bank card numbers, bank account numbers, credit card numbers, protected health information, call-detail information, purchase information, product and service usage information, frequent flier information, account information, credit information, demographic information.

1. RELATIONSHIP OF THE PARTIES

Purchaser's relationship with Virtue will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind Virtue, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of Virtue or in Virtue's name, except as herein expressly provided.

Nothing stated in these terms and conditions will be construed as constituting Purchaser and Virtue as partners, employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on behalf of Virtue's or the manufacturer or Publisher of the Products.

2. PUBLICITY

Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures by either party or its employees or agents relating to these T&C, the relationship between Virtue International and Purchaser, or including the marks of the other party or any affiliate of that party, must be approved in writing by the other party prior to release.

3. MANUFACTURER, PUBLISHER, AND SUPPLIER RESTRICTIONS

If authorization for resale is required by the manufacturer or publisher of any Product, then Virtue will not be obligated to sell such Product to Purchaser unless Virtue has received notification of such authorization from the manufacturer or publisher. Purchaser always agrees to adhere to Virtue's and any applicable Vendor's current product restrictions and obligations policy. Purchaser may not alter or modify the Products in any way or combine the Products with any other product or material not authorized by Virtue and the applicable Vendor. Products may have additional restrictions on their distribution or use. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements. If any Vendor prohibits Virtue from selling specific Products to Purchaser, then Virtue reserves the right not to sell such Products to Purchaser.

4. GOVERNING LAW AND DISPUTE RESOLUTION

These T&C (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the laws of India, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these T&C exclusively in, and hereby submits to the jurisdiction of India. The courts situated in Gurgaon will have exclusive jurisdiction and venue over any dispute or controversy that arises out of these T&C. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these T&C. Any dispute arising out of or in connection with this Agreement and the matters contemplated therein shall be settled amicably between the Parties. In the event that a dispute cannot be settled amicably, the same shall be referred to the arbitration of a sole arbitrator appointed by Virtue. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English and the venue of the arbitration shall be Gurgaon, India.

5. NOTICES

All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (ii) facsimile subsequently to be confirmed in writing pursuant to item (i) above. Notices to Virtue shall be sent to: Legal Department, VIRTUE INTERNATIONAL PRIVATE LIMITED, 63, Espace, Nirvana Country, Sector – 50, Gurgaon, Haryana, INDIA. Notice to Purchaser shall be address as per the above procedure to the address as stated in Purchaser's registration form.

6. BINDING EFFECT/ASSIGNMENT

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, Virtue may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

7. PARTIAL INVALIDITY

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8. NO WAIVER

Failure or delay of Virtue to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

9. ENTIRE AGREEMENT / CONFIDENTIALITY / AMENDMENT

These T&C are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered hereunder, and supersede all previous understandings, agreements, negotiations and proposals relating thereto. In furtherance of the business relationship between Virtue and Purchaser, it may be necessary or desirable for either party to disclose to the other certain non-public business and/or technical information that is either marked "Confidential" or by its nature should reasonably be considered confidential (the "Confidential Information"). Each party will protect Confidential Information from unauthorized disclosure or access by using the same degree of care it takes to protect its own confidential information which in no event shall be less than reasonable care. Each party's Confidential Information may be disclosed by the other party to those employees, affiliates or agents of such other party who have a need to know and an obligation to comply with the confidentiality terms herein. The confidentiality obligations herein will not apply to information which is or becomes publicly available, is already in the other party's possession prior to the time a party gains access, is independently developed by a party or is rightfully obtained from third parties, or as may be required to be disclosed by law or in connection with dispute resolution. Notwithstanding anything herein, Virtue may, from time to time and in its sole discretion, disclose credit information relative to Purchaser to third parties for informational purposes only. These T&C Terms may be modified by Virtue from time to time in its sole and absolute discretion. No modification of these T&C in effect at the time Purchaser places its order shall be binding unless the modification is in writing and signed by an authorized representative of Virtue.

I/we have read and fully understood the above terms and conditions and we agree for the same and also undertake to comply vide the Signature affixed below.