

1) Scope of services

- a) Nestopia, hereby referred to as "Supplier" agrees to provide interior design solution as per the detail specified in Annexure 1. Interior design solutions shall include materials, services and warranty services post deployment.
- b) Supplier shall use the materials as per specification mentioned in Annexure 1. In event of non-availability of the material of the specified make, supplier shall provide suitable equivalent material.
- c) Work will be done on the site as per the Final 2D working Drawings. 3D pictures shared are for only representation/visualization purposes. Supplier doesn't warrant conformity with the 3D pictures.

2) Delivery

- a) Supplier shall provide the design solutions, as mentioned in Annexure 1 within _ working days of the finalization of working drawings. Any delay in payment as per Annexure 1, site readiness or interruptions in the site during the working hours would impact the delivery timelines.

3) Payment and payment terms

- a) Customer hereby agrees to pay the amount mentioned in Annexure I, as full and final consideration for providing the design solution specified in Annexure 1.
- b) Any delay/reductions in making the final payments will lead to the warranty and service visits under the contract becoming void. Supplier is free to approach appropriate authorities/collection agencies for the same. Till the time the final payments are made, the title of the work carried under this agreement remains with the supplier.

4) Access to Site

- a) Customers shall provide the Supplier reasonable; access to the site, Electricity, society pass to the premises for completing the installation and other service work. Any delay in providing access to the facility will result in delay in completion of the work.
- b) In the event of a situation where the Supplier does not have access to the site or the site is not ready; Customer would pay the balance amount to the Supplier. The Supplier shall complete the work when the site is ready, as notified by the Customer.

- c) Supplier reserves the right to shoot, take photographs of the work done and showcase the same in various social media platforms, other platforms, networks, etc as a part of our accomplished projects.

5) Material Details

- a) All Laminate or other surface material's colors are subject to availability. All hardware are subject to availability.
- b) Internal structures are standard internals. Additions to shelves and drawers over and above standard structure will be charged additional.

6) Warranty

- a) Supplier will provide service after completion of work to customers having full GST invoice. Timeline for service will vary based on availability of the labor team and site location. Cost of service will vary based on the period of time that has elapsed since delivery handover and/or the specifics of the claim.
- b) The terms of warranty between Customer and Supplier covers two parts:
 - i) **Brand Warranty:** This covers durability and genuinity of the material used and the manufactured product, as per the terms and conditions of the Brand; the same is detailed in the Brand's warranty document (to be shared with the Customer by the Supplier) and the Supplier stands indemnified from any claims pertaining to the quality of material and the product.

This applies to, but is not limited to, quality of ply, laminate, wallpapers, curtains, electrical fittings, glass, mirrors, paint, polish, etc.

All warranty claims from the Customer will need to be raised directly with the Brand.

Service cost of transporting and replacing items pertaining to claims admitted by the Brand will be borne by the Supplier up to a period of one (1) year, beyond which the service will be charged on a cost basis.

- ii) **Execution Quality:** This will cover functionality of the final product assembled and/or installed by the Supplier at the Customer's site; this warranty will be valid for a period of 10 years from the date of completion of the project as communicated by the Customer to the Supplier

- (1) Cost of fixing manufacturing errors will be borne by the Supplier for a period of one (1) month from the date of completion of the project, and at Customer's cost beyond that
 - (2) Cost of fixing alignment errors will be borne by the Supplier for a period of one (1) year from the date of completion of the project, and at Customer's cost beyond that
- c) This warranty shall be provided subject to the materials and products being used with due care and protection. Warranty shall be breached in the following situations:
- i) Physical damage to the furniture
 - ii) Damage during shifting of furniture
 - iii) Exposure of furniture to hot temperatures
 - iv) Damage due to water, flooding, dampening, etc
 - v) Mishandling / using of the furniture for anything other than the desired purpose, which includes exposing the furniture to non-suitable chemicals.
 - vi) Force majeure
- d) There would be no warranty for normal wear and tear and for the scratches and marks that develop due to usage.
- e) The Supplier will provide the Customer with original proof of purchase (cash memo, invoice, etc.) issued by the authorized dealer; the same needs to be presented in the event of Customer raising any claims to avail warranty.
- f) The warranty for material used will be as per the warranty agreements officially communicated by said Brand, and the same will be made available to the Customer by the Supplier.
- g) The Brand will determine originality of the product based on physical and/or chemical examination, and shall replace equal quantity of the product which has been genuinely damaged based on this examination.
- h) The Supplier will determine permissibility of claims pertaining to execution quality as per standard practices, and will proceed to address the same based on a mutual agreed upon understanding of the claim being permissible.

7) Service visits

- a) Supplier hereby also agrees to provide one (1) scheduled inspection visit by their team within 180 days of the completion and handover of the project to the Customer.

8) Changes to scope of work

- a) Supplier and customer both acknowledge that there may be additions to the scope of work agreed in Annexure 1.
- b) Supplier agrees to carry out the incremental work for suitable prices, as mutually agreed between the Customer and the Supplier, with suitable changes in the quote.
- c) No changes in scope of work will be entertained once the final estimate is approved.

9) Delay Penalty

In case of delay in handover of house, from the committed timeline the supplier will be liable to compensate the customer with the below penalty, post a penalty free grace period of 15 days:

Rs. 1,000/- per day of delay from the expiry of the grace period.

The applicability of penalty, will be subject to the following:

- a) The delay is solely attributable to the supplier
- b) The penalty clause will become void if the customer has not made the payments on time, as per Annexure 1 or not fulfilled other obligations under this contract like access to site on all days, during working hours.
- c) Any changes or additional scope from the agreed working drawings and estimate will add on to the completion date, as defined by the supplier

10) Handover

- a) Quality Inspection shall be done by Supplier and Customer prior to handover to make sure the quality of work is as per discussed and up to the mark.
- b) Any such products or units provided by the Supplier that are damaged shall be rectified by the Supplier before considering the handover complete.
- c) In the event of a situation where there are any damages to site by any vendors or labors provided by Supplier, it shall be rectified by Supplier before handover.
- d) The Project shall be deemed delivered if complete structures are erected with required fittings and accessories making the house livable. Alignment, other fixing errors or minor shortcomings such as in decorative elements, which does not make the house

unlivable, shall NOT be treated as non-completion. It shall be treated under after sales service support.

Legal Jurisdiction

- e) The parties shall use their best endeavor to settle amicably amongst themselves any and all disputes arising out of or the interpretation thereof. Any outstanding dispute shall be settled by sole Arbitration appointed by the Company in accordance with the arbitration act 1996 the venue for arbitration shall be Bangalore and language shall be English. The cost of the said proceeding shall be borne equally by the parties. However, each party shall bear its own expenses in the prosecution or be defending a claim in the event of the claim by a party is frivolous, substantially or without merit, such party shall reimburse the cost of the other party.
- f) All disputes are subject to Bengaluru Jurisdiction only

11) Customer Data

- a) Any data (e.g. phone number, floor plan, etc.) collected from the Customer will be used solely for sales, marketing, planning, and servicing the Customer; this data will not be shared by Nestopia with any other party

Annexure - 1 (Laminate Finish)

ANNEXURE 2 (Optional items)

Details

Payment Schedule

1. Token money of 20% for working out the design and detailed working drawings
2. 50% upon signing of the contract to initiate execution process
3. 30% before dispatch of materials from factory

Looking forward to your business, we assure you of the best quality and services at all times

Note: This estimate may vary subject to final design and measurement

Material Specification		
S. No	Particulars	Brand
1	Glennwood (Wet Areas)	19mm, 6mm ISI/ISO 710(BWP Gurjan Ply) (30 Years Brand Warranty)
2	Glennwood (Dry Areas)	19mm, 12mm, 6mm ISI/ISO 303(MR Ply) (7 Years Brand Warranty)
3	Laminates (1mm Exterior)	Merino, Century, Finetouch, Silvano
4	Internal Laminate (0.8mm)	Fabric Finish
5	Hardware	Hettich
6	All "Approx." value will have exact prices based on final selection and design of the product	