

## **RESELLER TERMS & CONDITIONS**

Please read these terms and conditions carefully , in these terms conditions Jabra connect India Private Limited refer to as **"Jabra "** and Reseller referred to as **"Reseller"**. Jabra and Reseller, hereinafter individually referred as "Party" and collectively as "Parties".

1. Jabra hereby appointed Reseller as Authorized reseller for selling of various Jabra products in the territory where Reseller operating/doing its business (hereinafter referred as "territory") on non- exclusive basis.
2. This appointment shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in the conditions.
3. Without prior written authorization from Jabra, Reseller agrees not to offer for sell or use, represent, be an owner of, or lend influence or assistance to any entity which offers for sell outside the territory (including Selling of products Online or E Commerce platforms) any products which are same or substantially similar to thoses offered by Jabra.
4. JABRA maintains the right to appoint other resellers in the Territory for the same Products or to sell directly its products to end-customers.
5. Reseller can purchase the Jabra products from JABRA official site "headsetsindia.com".JABRA will deliver the products within a reasonable period from the date of receipt of 100% payments in advance form Reseller. The Reseller be solely responsible for the cost of transportation of the products.
6. JABRA will inform the Reseller of any changes or review in the prics of Jabra products.
7. The Reseller will safeguard the interest of JABRA and always keep JABRA informed of its activities as well as of the market conditions within the Territory .
8. JABRA will from time to time provide the Reseller with a list of Sales prices for resale of the Products, but the Reseller shall be free to add their margin not exceeding MSRP. The Reseller shall make no sales of the Products below the Unilateral pricing guidelines, without the prior written authorization from Jabra.
9. All sales to the Reseller are subject to the standard sales conditions of JABRA as fixed from time to time.
10. It is the responsibility of the Reseller to ensure that the Products sold by the Reseller comply with all regulations or other requirements regulating the sell and use of such Products within the Territory.
11. The Reseller must immediately inform JABRA if the Reseller becomes aware of any lack of compliance with regulations and requirements.
12. The Reseller will not to incur any liability or bind JABRA or otherwise make any commitments or give any warranty, undertaking or representation , media advertisement either by itself or on behalf of JABRA with respect of Jabra products except as expressly authorized in writing by JABRA .
13. The Reseller will bear the full risk of loss or damage to any of the productst delivered by JABRA and JABRA will not in any circumstances be liable for any loss or damage to the products whre such loss or damage occurs after delivery to or while in the custody of the Reseller.
14. JABRA shall not in any circumstances howsoever be liable for any fault, loss or damage of the products after the delivery of the products except as provided in the product warranty.
15. The Reseller will sell the Products under the Name of the principal manufacturer which must appear visible in all publications and brochures and other advertising materials.
16. The trademarks, trade names or any other symbols belonging to JABRA may only be use by the Reseller for the purpose of identifying and advertising the Products within the scope of the contract and in the sole interest of JABRA .

17. The Reseller will neither register nor have registered any of the above mentioned trademarks, trade names or symbols belonging to JABRA (or which are similar to those of JABRA) in the Territory or elsewhere.
  18. The right to use JABRA'S trademarks, trade names or symbols shall cease immediately for the Reseller on the expiration or termination for any reason of the present appointment.
  19. The Reseller shall grant a warranty period on all Products as per the prevalent Warranty Policy of JABRA .
  20. Under any circumstances the Reseller can not be allowed to alter or modify any Product delivered by JABRA, and all warranties on such Products will immediately cease if any alterations or modifications are made.
  21. The Reseller shall offer repair of the Jabra Products in accordance with the Repair and after sell service policy of Jabra.
  22. JABRA will indemnify the Reseller against any third party claim, differences or issues etc pertaining to products supplied by JABRA, not connected to acts or omissions on part the Reseller. Further, the JABRA shall be responsible for resolving issues directly with the Reseller Clients for the products/services concerned herein delivered by the Reseller .
  23. JABRA will not be liable for any failure or delay in performance resulting directly or indirectly from causes beyond its reasonable control due to act of God, war declared, and negligence by customer, civil or political disturbance, lock-outs, and shortage of labor, drought, floods, fire, theft, accidents and other exceptional circumstances. In such a situation, JABRA'S liability ceases under this appointment and then both the parties shall discuss the course of action to be.
  24. This appointment shall be effective as of the effective date and shall remain in effect one (1) year (the "initial term") and shall automatically be renewed thereafter on a year to year basis unless either party shall give the other party not less than thirty (30) days written notice of its intention not to extend this appointment prior to expiration of the then current terms. Either party shall be entitled forthwith to terminate this appointment by written notice to the other party if:
    - a) That other party commits any material breach of any provisions of the conditions and in the case of breach capable of remedies, fails to remedy the same within 30 days after receipt of written notice giving full particulars of the breach and requiring it to be remedied, provided that the termination shall be without prejudice to any right which may have accrued to either party as at the time of termination.
    - b) Become insolvent; or
    - c) That other party ceases, to carry on business
- On the termination of the appointment for any reason Reseller shall cease to promote, market, advertise for the Jabra products.
25. The Reseller may not - even after the expiration of this Appointment - use or communicate to third parties any know-how or trade secrets which it may have in any way learnt through its activity for JABRA .
  26. All differences and disputes arising during the appointment period regarding interpretation of contract shall be solved by mutual discussion. In the event of differences or disputes remaining unsolved, the same shall be referred to the sole arbitrator appointed by Jabra, whose decision shall be final and binding upon both the parties and shall not be questioned or disputed in any circumstances. The arbitration proceedings shall be conducted as per the Arbitration and Conciliation Act, 1996 or any statutory amendment thereto or any re-enactment thereof for the time being in force. The venue of the Arbitration proceeding shall be in Delhi/New Delhi only.
  27. Any legal action, suit or proceeding arising out of or in any way relating to this appointment shall be subject to the exclusive jurisdiction of the Courts at Delhi/New Delhi.
  28. This appointment shall be construed, interpreted and shall take effect in accordance with the laws of India.