

Terms and conditions (Vendor) prior to accepting job

The present terms and conditions (“**Terms**”) constitute a binding and enforceable legal contract and shall govern the rights and obligations of **CTRL ALT DEL PVT LTD**, a company incorporated under the Companies Act, 2013 with its registered address 75 Dayanand Vihar, Delhi 110092 (Hereinafter “**CTRL ALT DEL PVT LTD/ Company/ Us**”) and Vendor, a user of the Services (“**You**” or “**Vendor**”) with respect to the Services availed by the Vendor by use of the **MPAAS**, A BRAND OWNED BY CTRL ALT DEL PVT LTD (hereinafter “**MPASS**”) Website/Platform.

These terms are in addition to the MPAAS User Terms and Agreement and in case of any inconsistency or repugnancy between the MPAAS User Terms and Agreement and the present Terms, the latter shall prevail.

By using the Services, you represent and warrant that you have full legal capacity and authority to agree to and bind yourself to these Terms. If you represent any other person, you confirm and represent that you have the necessary power and authority to bind such person to these Terms.

By using the Services, you agree that you have read, understood, and are bound by, these Terms, as amended from time to time, and that you will comply with the requirements listed here. If you do not agree to these Terms, or comply with the requirements listed here, please do not use the Services.

CUSTOMER means and includes any person or entity that registers itself as a Customer on MPAAS Platform for the purpose of availing Metrology and other manufacturing services from Vendors and creates a Customer Account on the MPAAS Platform.

VENDOR means and includes any person or entity that registers itself as a Vendor on MPAAS Platform for the purpose of providing Metrology and other manufacturing services to the Customers and creates a Vendor Account on the MPAAS Platform

SERVICES mean and include the provision of the MPAAS Platform that enables a Customer to publish its Job Requirements on the MPAAS Platform and choose between one or more Vendor(s) who qualify for, and choose to make themselves available for performance of the Job posted by the Customer on such terms and conditions as stipulated by the Customer. As a part of the Services, MPAAS facilitates the transfer of payments to Vendors for the performing the Job and collects payments on behalf of such Vendors.

JOB means and includes the job published by the Customer on the MPAAS Platform with respect to Metrology and other manufacturing services that are required by the said Customer to be performed by a Vendor which is chosen by the said Customer on the MPAAS Platform.

JOB Information means and includes all the requisite information that is inputted by the Customer on the ‘Post a Job’ page of the Platform for specifying the nature and requirements for undertaking the Job.

VENDOR means and includes such users who are registered as Vendors on the MPAAS Platform and choose to accept the Job published by the Customer

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Charges mean the amount payable by the Customer to the Vendor for undertaking and completing the Job

Subscription Price means the amount payable by the Vendor to the Company towards use of the MPASS Platform at regular intervals.

A Registration with Platform

Subject to the Payment terms and Subscription Prices as set out below, You shall be entitled to use the services of MPAAS Platform only upon your successful registration as a Vendor, creation of your account. Each registration is for a single user only. You shall not share your login details with others. You are responsible for maintaining the confidentiality of your User ID and Password and Company shall not be liable for any unauthorised access to your account.

At the time of Registration, the Vendor shall be responsible for confirming the relevant categories as stipulated in the Platform.

While registering with the Platform, you agree to provide true, correct and updated information as required by MPAAS. In case you provide any wrong or incomplete information, or Company has a reasonable ground of believing so, Company shall have the absolute right to block your access to the Platform and refuse to provide you with access to its services. In such situation, Company shall not be liable for any loss or damage arising from Your failure to comply with these registration terms.

You agree to receive communications from us regarding (i) requests for payments, (ii) information about us and the Services, (iii) promotional offers and services from us and our third party partners, and (iv) any other matter in relation to the Services.

B. Posting of Job

Based upon the categories confirmed by the Vendor at the time of registration of account, MPAAS Platform would intimate eligible Vendors with respect to new Jobs which have been posted by Customers. The Vendor may thereafter choose to apply for the said Job subject to fulfilling all eligibility criteria. The Vendor undertakes to apply for a Job only if it is capable of meeting the target with reasonable effort.

C. Acceptance of Job

The Vendor shall be entitled to bid for a posted Job subject to complying with all requirements of the Customer including possession of requisite inventory for undertaking the Job.

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The Vendor agrees and understands that a Customer is, at its sole discretion, free to choose any qualifying Vendor to perform the Job and Company in no manner represents or warrants that a particular Job would be granted by the Customer to any particular Vendor.

In case the offer of the Vendor is accepted by the Customer, Company will issue a Work Order to the Vendor containing the terms and conditions of the Job.

D. Fleet requirement

The vendor agrees and undertakes to provide complete and accurate information with respect to its inventory. Company reserves its right to block/terminate account of the Vendor if it is reasonably believed or found that the Vendor has misrepresented its inventory information on the MPAAS Platform. Such decision taken by Company shall be final and binding on the Vendor without any liability of Company that may arise from termination of the Account.

E. Payment Terms and Subscription Price

I – Subscription Price

The vendor shall be entitled to create and register its account on the MPASS platform only upon payment of Subscription Price to CTRL ALT DEL PVT LTD towards use of MPASS platform. The subscription plan available to the Vendor may be half-yearly or yearly at a price fixed solely by the Company. Subscription Price once paid by the Vendor shall not be refunded for any reason whatsoever.

By creation of account and choosing to subscribe to MPASS, Vendor expressly agrees that Company is authorised to charge the Vendor the Subscription Price as per the subscription plan chosen by the Vendor along with any applicable taxes in connection with the Subscription. The said payment of Subscription Price shall be payable vide such payment mode as made available by the Company for this purpose.

The Subscription Price will be payable at the beginning of your Subscription plan and on each subsequent renewal in terms of the duration of the plan unless and until Vendor cancels the same or the Vendors account is otherwise suspended or discontinued by the Company. Failure to make the payment on time for any reason whatsoever will result in the termination of the Vendor Account by the Company for which the Company will have no liability whatsoever.

Vendor understands and agrees that the said terms of payment are binding upon it and its failure to comply with the said terms shall entitle MPAAS to terminate Vendor's account and recover outstanding payments as well as damages if any, that have been incurred account of Vendor's non-compliance.

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II – Commission on each Completed Job

The Vendor shall be entitled to Charges only upon successful completion of the Job, which shall be intimated to MPAAS by the Customer.

The Vendor agrees and undertakes to pay a commission to the Company at the rate of 5% of the value of the each Purchase Order/Work Order issued by the Company to the Vendor upon Acceptance of Job by the Vendor as set out above. The sum of 5% commission shall be deducted by the Company at the time of release of Charges to the Vendor towards completion of the Job.

III – Value Added Services

The Vendor shall also be entitled to avail value added services offered by the Company on payment of additional price. Such services, if any, shall be available to be selected by the Vendor at the time of Completion of Job by the Vendor and at such terms and conditions and stipulated therein.

The Vendor agrees and acknowledges that the Company, at its sole discretion, is entitled to revise the Subscription price or the Commission payable upon each Work Order/Purchase Order or the price of additional services at its sole discretion which shall be binding upon the Vendor.

F. Liabilities

Vendor agrees and understands that Company plays a limited role of facilitating a connection between the Customers and Vendors and that MPAAS in no event whatsoever would be liable or responsible for fulfilment or performance of any Jobs, or for any acts or omissions of the Vendors or Customers during their performance of the Job including any damage they may cause. By confirming a Job through the MPAAS Platform, you are entering into a contract with the relevant Customer for provision of Metrology and other manufacturing services, and Company accepts no responsibility or liability, nor does Company make any warranty, representation, or guarantee in respect of the Customer's performance under that contract.

Vendor hereby accepts full responsibility for any consequences that may arise from its use of the MPAAS Platform, and expressly agrees and acknowledges that Company shall have absolutely no liability in this regard.

To the fullest extent permissible by law, Company, its affiliates, and its related parties, each disclaim all liability for any loss or damage arising out of, or due to:

- (i) your use of, inability to use, or availability or unavailability of the Customer;
 - (iii) the failure of the MPAAS Platform to remain operational for any period of time;
- and

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In no event shall Company, its officers, directors, and employees, or its contractors, agents, licensors, partners, or suppliers, be liable to you for any direct, special, indirect, incidental, consequential, punitive, reliance, or exemplary damages (including without limitation, lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever, including but not limited to any abuse or breach of data, even if Company or an authorised representative had been advised of the possibility of such damages, arising out of, or relating to (A) these Terms, (B) the Services, (C) your use or inability to use the Services or (D) any other interactions with another user of the Services.

Failure by the Company to enforce any provision of these Terms shall not constitute a waiver of that or any other provision.

The Courts of Delhi shall have the sole and exclusive jurisdiction to decide any or all disputes arising out of this Agreement.