

SPIRENT COMMUNICATIONS (INDIA) PVT. LTD. TERMS AND CONDITIONS OF SALE

ALL SALES AND/OR LICENSES MADE BY SPIRENT COMMUNICATIONS (INDIA) PVT. LTD. ("SPIRENT") TO BUYER ("BUYER") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS NOTWITHSTANDING ANYTHING TO THE CONTRARY IN BUYER'S FORM OF PURCHASE ORDER

ORDERS. All orders shall be initiated by written purchase order in favour of following address:

Spirent Communications (India) Private Limited
Umiya Business Bay, Tower – 1, 9th Floor,
Cessna Business Park, Outer Ring Road
(Marathhalli – Sarjapur Ring Road)
Kadubeesana Halli, Varthur, Hobli,
Bangalore- 560037.
GST NO:29AAICS2775H1ZW

PAN No: AAICS2775H

Further, Purchase Order shall be forwarded to the following address for onward transmission:

Spirent Communications (India) Private Limited
Umiya Business Bay, Tower – 1, 9th Floor,
Cessna Business Park, Outer Ring Road
(Marathhalli – Sarjapur Ring Road)
Kadubeesana Halli, Varthur, Hobli,
Bangalore- 560037.

Spirent shall not be bound by any terms or conditions which are inconsistent with the terms and conditions set forth herein. All purchase order acceptances are expressly conditioned upon Buyer's unqualified acceptance of these terms and conditions. Retention by Buyer of any product delivered by Spirent ("Product") hereunder shall be conclusively deemed acceptance of the terms hereof by Buyer.

SHIPPING AND DELIVERY. All Products shall be packed for shipment in Spirent's standard containers, marked for shipment to the address specified in Buyer's order, and delivered to a carrier or forwarding agent chosen by Spirent. All shipments of goods shall be delivered F.O.B. Seller's plant, and title (with the exception of Products that are or contain software ("Software"), which Software is licensed and not sold) and liability for loss or damage thereto shall pass to Buyer upon Seller's delivery of the goods to a carrier for shipment to Buyer, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

Seller may deliver goods in installments. Shipping dates are approximate only. Seller shall not be liable for any loss or expense, whether by way of contract or tort, (consequential or otherwise) incurred by Buyer if Seller fails to meet the specified estimated delivery schedule because of unavoidable production or other delays...

PAYMENT AND TAXES: All the Purchase Orders are to be placed in the name of Spirent Communications (India) Pvt. Ltd, Unless otherwise set forth on Spirent's quotation, Buyer shall pay Spirent 100% payment in Advance by way of Wire Transfer as per the following Banking Details:

Name of the Beneficiary:

Spirent Communications (India) Private Limited.

Name and Address of the Bank

Citibank NA, M G Road, Bangalore – 560 001

Account No: 344341001

Swift Code: CITIINBX

AD Code: 64800018400009

IFSC Code: CITI00000004

Payment of Invoices should be made within thirty (30) days of the date mentioned on the Invoice. In case of failure to pay, an Interest @ 18% p.a. shall be charged from the due date till date of payment received.

Unless otherwise stated in writing signed by Spirent, prices are exclusive of all installation charges, and all sales, use, excise, and service, withholding tax or other taxes or duties. Any applicable charge, tax or duty shall be borne by Buyer in addition to the prices quoted or invoiced.

If the Buyer is exempt from the payment of any specific tax which would otherwise be applicable, it shall be the responsibility of the Buyer to furnish to the Company proper exemption certificates at time of order placement.

LIMITED WARRANTY. Spirent warrants that it will convey good title to the Product and that the Product will be delivered free from any lawful security interest or other lien or encumbrance. Spirent further warrants to Buyer that hardware which it supplies and the tangible media on which it supplies software will be free from significant defects in materials and workmanship for a period of twelve (12) months from the date of delivery (the "Hardware Warranty Period"), under normal use and conditions and 90 days in case of refurbished equipment's. With respect to any Software, Spirent warrants that the Software which it supplies, if properly used by Licensee in accordance with the Software License Agreement, will operate in material conformity with the specifications supplied by Spirent for such Software for a period of ninety (90) days from the date of delivery of the Software (the "Software Warranty Period"). The "Product Warranty Period" shall mean the Hardware Warranty Period or the Software Warranty Period, as applicable. Spirent does not warrant that the functions contained in the Software will meet a specific requirement or that the operation of the Software will be uninterrupted or error free. Spirent shall have no warranty obligations whatsoever with respect to any Software which has been modified in any manner by Buyer or any third party. Defective Products and Software under warranty shall be repaired or replaced or, at Spirent's discretion, a credit shall be issued to Buyer's account for an amount equal to the price paid for such Product provided that: (a) such Product is returned to Spirent after first obtaining a return authorization number and shipping instructions, freight prepaid, to Spirent's approved location; (b) Buyer provides a written explanation of the defect or Software failure claimed by Buyer; and (c) the claimed defect actually exists and was not caused by neglect, accident, misuse, improper installation, improper repair, fire, flood, lightning, power surges, earthquake or alteration. Spirent will ship repaired or replacement Products to Buyer, freight prepaid, or issue a credit to Buyer, within ten

(10) working days after receipt of defective Products. Except as otherwise stated, any claim on account of defective materials or for any other cause whatsoever will conclusively be deemed waived by Buyer unless written notice thereof is given to Spirent within the Product Warranty Period. Spirent reserves the right to change the warranty and service policy set forth above at any time, after reasonable notice and without liability to Buyer. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED, AND THE LIABILITY OF SPIRENT, IF ANY, FOR DAMAGE RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT SHALL BE LIMITED TO THE ACTUAL PRICE PAID BY THE BUYER FOR SUCH PRODUCT. THE PROVISIONS SET FORTH ABOVE STATE SPIRENT'S ENTIRE RESPONSIBILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF ANY WARRANTY.



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SOFTWARE. Buyer acknowledges that all Products that are or contain Software are proprietary to Spirent and its licensors and are subject to copyrights and other intellectual property rights owned by Spirent and its licensors. Any references to "purchases" of software products signify only the purchase of a license to use the software Product pursuant to the terms of the Spirent Software License Agreement at <https://spirent1.sharepoint.com/sites/Legal/Legal%20Public/templates/EULA/EULA.pdf%20>, shipped with the Product, and which is incorporated herein in its entirety by reference. Buyer agrees to be bound by all of the terms of such Software License Agreement and agrees that it will acquire no rights with respect to a software Product other than the right to use such software Product pursuant to the terms of such Software License Agreement. Spirent reserves the right to amend the Software License Agreement upon written notice to Buyer.

INFRINGEMENT INDEMNITY. Spirent will, and reserves the right to, defend, at its own expense, any claim, suit or proceeding brought against Buyer to the extent it is based upon a claim that any Product purchased or licensed by Buyer from Spirent infringes upon any U.S. patent, copyright or trade secret of any third party; provided that Buyer provides Spirent (i) notice thereof within ten (10) business days of receipt by Buyer of such action or claim, (ii) full information and assistance in connection with the defense thereof, and (iii) sole control of the defense and settlement thereof. If Buyer complies with the provisions hereof, Spirent will pay all damages, costs and expenses finally awarded to third parties against Buyer in such action. If a Product sold or licensed to Buyer is, or in Spirent's opinion might be, held to infringe as set forth above, Spirent may, at its option, replace or modify such Product so as to avoid infringement or procure the right for Buyer to continue to use such Product. If neither of such alternatives is in Spirent's opinion commercially reasonable, the infringing Product shall be returned to Spirent and Spirent's sole liability, in addition to its obligation to reimburse awarded damages, costs and expenses as set forth above, shall be to refund the amount paid for such Product by Buyer. Spirent will have no liability for any claim of infringement arising as a result of Buyer's use of a Product in combination with any items not supplied by Spirent, any modification of a Product by Buyer or third parties, or the use of other than the most recent release of any Software provided by Spirent to Buyer, if such claim would have been avoided by the use of such release.

LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOST BUSINESS OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE LIABILITY OF SPIRENT AND ITS SUPPLIERS UNDER THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY) OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER REASON, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO SPIRENT BY BUYER FOR TWELVE (12) MONTHS PRIOR TO THE EVENT TO WHICH SUCH LIABILITY RELATES.

EXPORT COMPLIANCE. Spirent and Buyer agree to comply with the United States Export Administration Act of 1979, as amended, (the "Act"), and with the Export Administration Regulations ("EAR") promulgated from time to time there under by the United States Department of Commerce. The Buyer agrees to execute any documents reasonably requested by Spirent (including applications for export licenses and written assurances of non-re exportation) for the purpose of complying with the Act and EAR.

CHANGES TO PRODUCT. Spirent shall have the right to make substitutions for and/or modifications to the Products without notice to Buyer provided that such substitutions and/or modifications do not materially affect overall Product performance.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles or the U.N. Convention on Contracts for the International Sale of Goods. Each party hereby submits to the jurisdiction of the Courts of India in relation to any claim, dispute or difference that may arise hereunder.

GENERAL PROVISIONS. This Agreement, which includes all Exhibits incorporated by reference herein, embodies the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all oral and written prior or contemporaneous agreements related to such subject matter. Any alteration, additions or deletion to this Agreement shall be valid only if made in writing and duly signed by an authorized representative of each party. Nothing contained in this Agreement shall constitute or be deemed to create a partnership, joint venture, or principal and agent relationship between the parties. Either party may pursue, independently, similar opportunities, provided that the obligations set forth herein are not breached. This Agreement may not be assigned by Buyer without the express written consent of the Seller and any attempted assignment without such consent shall be void. Neither party shall be considered in default in performance of its obligations hereunder if performance of such obligation is prevented or delayed due to causes beyond its reasonable control. Failure of either party to insist upon strict performance of any of the terms and conditions hereunder or the delay in exercising any of its remedies shall not constitute a waiver of such terms and conditions or a waiver of any default or remedy. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Each party's rights and obligations of a continuing nature shall survive termination of this Agreement.

Force Majeure: Seller shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of Seller. These causes shall include without limitation, acts of God, acts or omissions of Buyer or civil or military authorities, delays in transportation, or inability to obtain necessary labor, materials or supplies. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of such delay without penalty to Seller. Acceptance by Buyer of any goods shall constitute a waiver by Buyer of any claim for damages on account of any delay in delivery of such goods.