



## Syska Miterr Private Limited

Unitech Signature Towers  
Tower-A, 803, South City-1  
Gurugram, Haryana , India-122001

### Terms and Conditions :

- This cost does not include surface texturing or surface treatment, if any.
- Tool life warranty will be 1.0 million shots against any manufacturing defects.
- This cost includes submission of dimensional inspection report by the supplier, at the time of T0 and final sample approvals.
- This cost includes mould flow analysis, if applicable.
- Syska Miterr to provide 3D Solid model with tooling draft / controlled copy drawings of the components which will be used as reference for tool design. All drawings / details to be in English .
- Supplier needs to submit concept tool design for comments, if any, by Syska Miterr. However, the responsibility of satisfactory part production shall be of supplier's only.
- Raw material specifications with shrinkage values, will be provided by Syska Miterr to the supplier .
- Moulding machine details , will also be provided by supplier.
- Raw Materials for trials to be provided by Syska Miterr.
- Trials to be taken on the specified tonnage of the machine or its nearest tonnage for at-least 8-hours of production shift.
- All CTQs to be qualified for Cp and Cpk Values.
- Any other modifications required at a later stage will be borne by Syska Miterr.
- Electrodes are the property of Syska Miterr and will be dispatched along with the mould.

### Lead time for development :

T0 samples to be submitted as agreed.

### Payment Terms :

**(Supplier to give Bank Guarantee or Post Dated Cheque of equivalent advance amount )**

- 20 % against PO. (Supplier to give Bank Guarantee or Post Dated Cheque)
- 20% after design approval.
- 20% after T0 samples .
- Total upto 90%, inclusive of taxes at the time of mould dispatch.
- Balance after successful running of regular production.

For Matrix International

  
Proprietor

## VENDOR / SUPPLIER NON-DISCLOSURE AGREEMENT

This Vendor / Supplier Non-disclosure Agreement ("Contract") made at Gurugram, Haryana, dated and effective the 09<sup>th</sup> July 2020 (the "Effective Date") is executed by and between **SYSKA MITERR PRIVATE LIMITED** (a Joint Venture Company of Syska and Miterr) having its registered office at: 9, Cantonment, Amritsar Cantt, Amritsar 4, Punjab – 143 001, India ("Buyer" or Syska Miterr) and **M/s Matrix International**, having its office at address:- **Plot No-162, Sector-58 Industrial Area, Ballabgarh, Faridabad -121003 (Haryana )**, India (hereinafter "Supplier")

Syska Miterr and M/s **Matrix International**, may be referred to herein individually as "Party" and/or collectively as the 'Parties'.

**Purpose & Scope:** We at SYSKA MITERR Pvt. Ltd are convinced that good market leaders are characterized by competence and integrity. This ensures that we create value by fulfilling our commitments to our vendors, customers, employees and society in which we operate and acting with sound corporate values.

SYSKA MITERR works hard to integrate ethical concerns into our business practices and have a clear Code of Conduct, instructing all SYSKA MITERR employees, as how the business should be performed under best practices and principles.

It is imperative that our Vendors, which we regard as our 'Extended Enterprise', conduct business respectfully in line with the values and principles on which SYSKA MITERR itself respects and operates.

As such the Vendor Code of Conduct is integrated into our day-to-day procurement and operations. This code is integral part of our Vendor Qualification, Development, and Evaluation requirements.

The Code of Conduct is established on the following organizational values:

**1. INTEGRITY, COMPASSION, COURTESY, RESPECT and FAIRNESS**

This relies on our vendors being responsible for their own professional behavior, within the provisions of the code of the SYSKA MITERR. In case of any doubt arising in the application, vendors should discuss with the organization for better clarity.

**2. Personal behavior:**

Vendors are expected to act honestly in all of their duties, when dealing with organization, during negotiation of contracts and other related works.

**3. Natural justice, Fairness and Equity:**

If the vendor is required to investigate complaints or issues, they must act promptly, and fairly and in a timely manner. The principles of natural justice must be maintained in dealing with each investigation.

**4. Use of facilities, Equipment's:**

Vendors should take all possible care, when using SYSKA MITERR property, goods, intellectual property rights and ensure they are used efficiently, carefully and honestly. Unless a written permission has been granted at appropriate level, such resources cannot be used for private or for any other purposes.

The duly authorized representatives of the Parties, the day and year first above written, have signed IN WITNESS WHEREOF this Agreement.

SIGNED SEALED AND DELIVERED  
For and on behalf of:  
**SYSKA MITERR PRIVATE LIMITED**

SIGNED SEALED AND DELIVERED  
For and on behalf of:  
**Matrix International**

By its authorized representative

By its authorized representative

**Paritosh Bhardwaj**  
Title: Authorized Signatory

RAJAT NARAIN SHARMA  
Title: Authorized Signatory

**For Matrix International**

Signature: \_\_\_\_\_

Signature:  **Proprietor**

Date: \_\_\_\_\_

Date: 10/07/2020

In the presence of:  
**Mahesh Kumar Sethi**  
Title: Authorized Signatory

In the presence of:  
\_\_\_\_\_  
Title: Authorized Signatory

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_