

Terms and Conditions

Last Updated: [20/10/2024]

THIS DOCUMENT IS AN ELECTRONIC RECORD IN ACCORDANCE WITH PROVISIONS OF THE INDIAN INFORMATION TECHNOLOGY ACT, 2000 AND RULES MADE THEREUNDER.

We, Matrix Interior (hereinafter referred to as “**Company**”, “**we**”, “**our**” or “**us**”) are engaged in the business of providing design, manufacturing and supply of products for end to end home interior solutions and services incidental there to.

These terms of use describe and govern the terms and conditions on which the customers (“**Customer**” or “**you**”) can obtain home interior solutions and services from the Company (referred to as “**Terms**”). By accessing and using our home interior solutions and services, you acknowledge that you have read, understood and agreed to be bound by the terms and conditions of these Terms. You may not use Matrix Interior services if you do not accept the Terms or are unable to be bound by the Terms.

1. Scope Of Work

1.1. Platform & Consultation Fees (“PCF”): Matrix Interior shall provide you consultation services in connection with the Project (as defined below) which includes design insights and recommendations in accordance with site feasibility and budgetary considerations, for the purpose of placing order for Matrix Interior products and services, as specified in Clause 1.4 below.

1.2. Booking Confirmation: Basis preliminary design consultation, Matrix Interior shall charge 10% of the Initial Quotation Value (hereinafter referred to as “**Initial BOQ**”), which shall be communicated to you and will be valid for a period of 90 days. The parties hereby acknowledge and agree that the Initial BOQ provided by Matrix Interior is in form of an estimate and is subject to a potential variation of up to 15 – 20% in the final order quantities.

1.3. Subject to the terms and conditions herein, you may modify the preliminary scope of work and Initial BOQ. Provided however, any additions or modifications to the Initial BOQ, orders, schedules, special terms, exhibits, attachments, addenda as mutually agreed between Parties, shall be subject to these Terms. The Customer reserves the right to delete items from the scope of work in the Initial BOQ with prior intimation to the Company, provided however, the aggregate value of such deleted items/ reduction of scope shall not exceed 10% (ten percent) of the Initial BOQ value.

1.4. Site Validation, Manufacturing and Supply of Products & Ancillary Services: Upon agreement on Initial BOQ by you, Matrix Interior shall conduct site validation and prepare an execution plan with detailed scope of work (“**Scope of Work**”) and provide a final value for all products and services, inclusive of PCF (hereinafter referred to as “**Project Value**”).

1.5. Accordingly, you agree that Matrix Interior shall execute the interior solutions in accordance with the approved design plan as per sign off document for the agreed Project Value, and at the property site designated by you (“**Project**”).

1.6. It is further clarified that multiple orders can be placed for a single Project (for instance one order for modular products, a separate order for services such as civil work). Any payments in relation to the Project shall be processed by Matrix Interior on the basis of each order.

2. PAYMENT TERMS

2.1. In consideration of the performance Scope of Work and continued Platform & Consultation services by Matrix Interior under these Terms, you agree to pay the applicable fees and charges as communicated to you from time to time.

2.2. By accepting these Terms, you agree and acknowledge that all amounts, i.e. the Project Value or any other charges, paid and/or otherwise payable by you under these Terms and in connection with the Project shall be non-refundable. Considering that Matrix Interior provides professional services and advanced technology to deliver comprehensive Project execution, the non-refundable terms are deemed reasonable and are hereby accepted by you. 10% of the quotation amount need to be pay as a booking amount, 45% of the quotation amount to pay once the design is finalize or 5 days before the materials delivery & remaining 45% of the quotation amount to pay post structural work to complete the shutters, lamination & final installation work. If the payment got delay more than 48hours, site shall be stop and penalty will charge INR.500/day basis.

2.3. You further understand that PPSF shall also be charged on any modification to the Initial BOQ, and provided further, minimum PPSF shall be chargeable by Matrix Interior on 80% of the value of Initial BOQ.

2.4. You acknowledge and agree that any modifications, alterations, or amendments to the Scope of Work requested by Customer will result in an increase or variation in the Project Value payable and corresponding to such alterations, or amendments to the Scope of Work, the Handover Date may be subject to revision by Matrix Interior accordingly.

2.5. Payment for goods or services rendered by Matrix Interior under these Terms shall be exclusively made through the Company’s official Bank Account. Before making payment, you are required to ensure the payee is Matrix Interior / Macrocosm Developers LLP .

Payment modes: We accept all major credit cards, debit cards, UPI, and wallets. If you prefer a bank/wire transfer, you may contact company authorized representative for payment link/ account details. Note: Payment gateway charges of 2% + 18% GST are applicable on all credit/ debit card transactions. You can use NEFT/UPI to avoid the payment gateway charges. & Maximum amount of cash that we accepts without PAN is Rs.49,999/- & with PAN Rs.1,99,999/- (It is mandatory to submit a copy of PAN card, The PAN number submitted must belong to the customer only)

2.6. In case you need to bill your purchase in the name of a business entity and benefit from the GST input credit, kindly notify our company authorized representative at the time of booking. Once the orders are created, no change in the billing details will be entertained under any circumstances. To obtain the GST credit you will be required to submit the

following documents - GST certificate (which is active) and PAN number. Additional documents may be required in order to comply with the applicable government regulations at the time. Document requirement may change as per the Govt. regulations.

3. Obligations Of The Parties

3.1. With regard to the Customer obligations:

3.1.1. You confirm and agree to be in valid possession of the site property and provide free access to it throughout the execution of the Project's Scope of Work.

3.1.2. You must provide all necessary and accurate information regarding the property, any defects and deficiencies as may be necessary for Matrix Interior to be aware of in order to provide the services to you.

3.1.3. You agree and acknowledge that Matrix Interior shall procure goods on your behalf only upon receipt of your approval and/or timely payments, as the case may be.

3.1.4. You shall permit Matrix Interior and/or its representatives to photograph the site property before, during and/ or upon completion of the Project.

3.1.5. You must not directly or indirectly, in any capacity, solicit, engage, approach a subcontractor, vendor, any Matrix Interior partner including employee of Matrix Interior to provide you products or services directly or avail same or similar services provided by Matrix Interior, independently, without booking products/services through Matrix Interior. All payments under these Terms, shall only be paid to Matrix Interior through official payment link/ bank transfer/cheque, as the case may be. **Any direct transactions and/or direct payment by you to any subcontractor/ third party vendor / employee of Matrix Interior shall be deemed as "Unauthorised Transaction". Any such Unauthorized Transaction shall be deemed null and void, and Matrix Interior shall not, for any reason whatsoever, be held liable for any claims, damages or consequences arising thereof.** You agree and acknowledge that this is a reasonable restriction for the protection of the site property. You further agree that you shall be solely responsible for any potential harm, damage or loss from the violation of this Clause without any claim on Matrix Interior.

3.1.6. You understand and acknowledge that all 3D renders are illustrative images and meant for reference purposes only and may not be an accurate representation of products used. **Please refer to detailed design read with approved BOQ for specific items, sizes, dimensions, samples for colours and finishes. For avoidance of any doubt, if an item/product is depicted in 3D render but has not been included in the BOQ, such item(s) or products(s) or service(s) shall not be a part of the completed site on Handover.**

3.1.7. You agree and understand that all products manufactured under these Terms of are designed and customized and made-to-order to meet the preferences, specifications and requirements expressly provided by you. It is hereby acknowledged all amounts paid and/or otherwise payable by you under these Terms and in connection with the Project shall be non-refundable.

3.1.8. You shall ensure that the account registration data shall specify the relevant accurate and complete details including but not limited to your name, permanent account number, email address, contact number and GST, if applicable. You acknowledge that Matrix Interior shall bear no liability for false, incomplete, misleading, old or incorrect registration data provided by you.

3.2. With regard to Matrix Interior

3.2.1. Matrix Interior designer shall assist you for the purpose of conceptualising designs and preparation of visualisations.

3.2.2. During the Project execution stage, Matrix Interior site supervisor (“Project Manager”) shall provide information/assistance as necessary for execution of the Project.

3.2.3. Matrix Interior shall provide product warranty as set out in detail under Clause 6.

4. Project Delivery Timelines

4.1. The Project shall be divided into phases and timelines as specified by the Project Manager. The final approved Scope of Work and approximate date of delivery and payment schedule of each phase shall be individually specified by the designer and/or Project Manager, along with the estimated completion date of the Project (“**Handover**”).

4.2. You understand and agree that any delay in providing timely approvals of design, timely access to or obstruction to site and/or any delay caused by you in making the payment shall lead to change in the execution timelines and extension of Project Handover.

5. Warranty

5.1. All products delivered under these Terms shall be free from manufacturing defects in materials and workmanship and shall be covered under Matrix Interior warranty (“Quality Promise”) as per the Warranty document provided by Project Manager. You agree and understand that Matrix Interior shall not be responsible for any warranties on products or services, other than specifically mentioned in the Project invoices.

5.2. Notwithstanding anything contained herein, the Warranty shall commence and be effective only if Matrix Interior receives the total Project Value and duly signed handover document. If you withhold any part of the Project Value, for any reason whatsoever, Matrix Interior shall not be liable for providing any warranty for the products and services provided under these Terms.

5.3. Matrix Interior will notify you of certain issues, as may be provided in the customer guide note, that may naturally arise in the context of home interiors and disclaims any liability in respect of the same.

5.4. WARRANTY DISCLAIMER - EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND WORKS ARE PROVIDED “AS IS” AND “AS AVAILABLE”. WITHOUT LIMITING THE FOREGOING, MATRIX INTERIOR EXPRESSLY DISCLAIMS ALL EXPRESSES AND IMPLIED WARRANTIES, INCLUDING BUT NOT

LIMITED TO WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

6. Intellectual Property

6.1. All intellectual property rights, including but not limited to trademarks " Matrix Interior, logos, trade names, trade-related designs, drawings (including but not limited to 2D and 3D drawings and/or renders), copyrights are intellectual property of Matrix Interior and confidential information. These Terms do not, in any manner, assign or transfer or grant you any license to use such intellectual property. You or any other third party through you shall not in any manner use Matrix Interior's intellectual property without seeking Matrix Interior's prior written consent.

6.2. In the event that you (or any party claiming through you, any of your assignees or any associated third party) infringe the intellectual property rights of Matrix Interior, Matrix Interior shall, in addition to all other legal rights and remedies available to us under applicable civil and criminal laws, including but not limited to seeking injunctive relief against the infringing party, we may terminate these Terms forthwith, without being liable to refund any amounts already received from you.

7. Limitation Of Liability

7.1. Notwithstanding anything contained herein, the maximum liability of Matrix Interior, in any case and in respect of any claim whatsoever, shall be limited to and not exceed the amounts actually paid by Customer to Matrix Interior, for the specific product or the relevant service which gives rise to the claim.

7.2. In no event shall Matrix Interior be liable for any indirect, incidental, special, consequential or exemplary damages (including any loss of revenue, profits, goodwill, use, rent of accommodation) arising in connection with these Terms or the services rendered herein.

8. Expiration

8.1. The Terms between Matrix Interior and you, under these Terms, shall automatically expire on Project Handover.

8.2. These Terms and services hereunder may be terminated prematurely by Matrix Interior upon issuing 15 (fifteen) days' notice to you, in the event that you:

8.2.1. Engage in any Event of Default as provided under Clause 5.2.

8.2.2. Are directly or indirectly involved in any act of discrimination or abuse (verbal or physical) against any person, contractor, vendor or employee deployed by Matrix Interior for execution of the Project.

Without any liability on Matrix Interior whatsoever.

8.3. In no event will Matrix Interior be liable to refund any amounts to you, if the Terms are terminated under Clause 9.2. You agree that the foregoing is a reasonable estimate of the losses that will be suffered by Matrix Interior if you default, delay and/or otherwise cause

delay in making agreed payments, or to compensate for the costs and damages incurred by procurement of customized products and services for you.

9. Force Majeure

9.1. Matrix Interior shall not be liable for any failure, delay or default in performance of the Scope of Work under these Terms, if caused due to unforeseen circumstances or to causes beyond the control of Matrix Interior, including but not limited to government bandhs, or any restriction imposed by the state government or the central government like bandhs, lockdowns, any natural disaster, war, fire, flood, typhoon, earthquake, embargo, restriction of policies and legislations strikes, black swan events, pandemic or epidemics, riot, or other elements of force majeure. In the event of any such delay, the affected party may defer its performance for a period equal to the time of such force majeure.

9.2 You agree to renegotiate on a good faith basis on the Scope of Work of the Project with Matrix Interior if the force majeure conditions continue for a period of more than 15 (fifteen) days.

10. Governing Law & Jurisdiction

10.1. These Terms shall be governed and construed in accordance with the laws of India.

11. Non-Disparagement

11.1. You agree that you shall not make any disparaging or defamatory comments regarding Matrix Interior, their business, or any of its personnel or make any comments concerning any aspect of their relationship with each other, or any conduct or event which precipitated into any termination or expiry of their engagement. This includes but is not limited to making negative marks, comments, or statements, whether orally, in writing, or through electronic communication channels, that may harm the reputation or goodwill of Matrix Interior.

12. Miscellaneous

12.1. Entire Agreement- These Terms read along with our Policies and Scope of Work (including any amendments thereto, from time to time) constitute the entire agreement between Matrix Interior and you in relation to the Project, and shall supersede all prior and contemporaneous agreements, understandings, representations and statements, whether written or oral, are merged herein.

12.2. Variation of Terms- Pursuant to the following events: a) legal changes; b) decisions by the court having competent jurisdiction; c) technical necessities; d) change in market conditions; e) update in the Company's internal policies; or f) change or modification in applicable laws, Matrix Interior may revise these Terms at any time as it may deem fit, and your continued use of Matrix Interior services following any changes to these Terms constitutes acceptance of those changes, which will apply to your continued use of the Services, prospectively.

12.3. Marketing- You provide absolute and unqualified consent to Matrix Interior and/or its representatives to photograph the site property before, during, and/ or upon completion of the

Project. You agree and acknowledge that Matrix Interior shall be entitled to use photographs for its business or publicity purposes, including but not limited to sharing the photographs online, on social media, or for marketing and advertising, but shall not disclose the Customer's name without the prior consent.

12.4. Severability- If any provision of these Terms or the application thereof or circumstance shall be invalid or unenforceable to any extent, the remainder of such provision and/or these Terms shall not be affected thereby, and each remaining provision of these Terms shall be valid and enforceable to the fullest extent permitted by applicable law..
Notices - Any notice and other communication provided for in these Terms shall be in writing and shall be transmitted by electronic transmission by the Party.

12.5. Notices - Any notice and other communication provided for in these Terms shall be in writing and shall be transmitted by electronic transmission by the Party.

12.6. Policies- You may also access our customer dos and don'ts, Matrix Interior quality promise, cancellation policy, return, exchange & refund policy and privacy policy (collectively "**Policies**") by browsing our website, all of which shall be deemed to be a part of and included within these Terms. In case of any conflict between these Terms and Policies, the conditions contained herein and accepted by you shall supersede and prevail, to the extent of the conflict.

12.7. No provision of this Terms shall be construed against or interpreted to the disadvantage of Matrix Interior by any court, tribunal or any governmental authority by reason of the same having been drafted or deemed to have been drafted by Matrix Interior.