# **CUSTOMER AGREEMENT**

This agree	ement is establish	Apr 30	) 2024 between Mr	·/Mc/Mrc				
(referred t	to hereinafter as	"The Customer")	and Bonito Designs Pr	rivate Limited (refe	rred to hereina	fter as "Bo	nito").	
Correspon	ndence address/e	mail ID and Phon	e number				·	
1.	Engagement	The Customer has engaged Bonito to conceptualize, design, deliver and implement the interior works as specified under <b>Annexure A</b> (Scope of Work) at the Site also specified under <b>Annexure A</b> for the project fees as set out in the estimates provided. Bonito shall endeavour to provide the said services in a timely and professional manner in accordance with the time schedules stipulated herein and shall endeavour to promptly inform the Customer in writing of anything which Bonito believes would materially impact the project.					for the ervices in shall	
2.	Project Timelines	<ul> <li>The project shall deem to commence from the payment of Design Initiation Fee, Agreement signing, or First Measurement of the customers premises, whichever is later. The meetings may either by physical or virtual/remote as mutually agreed.</li> <li>Number of Iterations and Meetings in the Design Phase shall be governed as per the timelines under Annexure C.</li> <li>The total project timeline will be affected by the non-receipt of respective payments due as set out in Clause 4 below.</li> <li>Days mentioned anywhere in this Agreement shall be <b>Business Days</b>.  In the event the value of the Project increases, the final timelines shall vary as per the table below</li> </ul>						
		Project Value	Intermediate design milestone	Design Sign-off	Production Phase	Execution Phase	Pro	otal oject neline
		6L -<20L	18	17	19	36		90
		20L -<25L	18	18	20	54	1	10
		25L-<30L	21	19	23	62	1	25
		30L+*	28	20	37	75	1	60
		*timeline may	Shall commence fromthe payment of Design Initiation Fee, Agreement signing, First	Shall commence from the payment of Intermediate		of nitiation ut in	Shall comr from the d payment o Execution Initiation F	ate of of
			Measurement, whichever is later, and shall be considered complete with the payment of Intermediate design Fee, as set out in Clause 4 below	design Fee, as set out in Clause 4 below, and shall be considered complete with Production Initiation Fee	shall be cons complete one products are for dispatch t payment of E Initiation Fee out in Clause whichever is	idered ce ready co site or execution c, as set 4 below,	set out in out to be consider complete with Sign off by Customer Site Hando Checklist.	Clause 4 If shall ered with the on the
			whichever is later, and shall be considered complete with the payment of Intermediate design Fee, as set out in	Clause 4 below, and shall be considered complete with Production	complete one products are for dispatch t payment of E Initiation Fee out in Clause	ready to site or execution to, as set 4 below,	be consider completer Sign off the Custome Site Hand	de by dc

#### Additional timeline:

Additional timeline for the below services shall be in addition to the above table which will be taken for the below additional work:

- In the event the scope of work encompasses
  - Painting or wallpaper, the timeline set above shall deem to be extended by 10 (Ten) days.
  - PU or Membrane, the timelines set out above shall deem to be extended by 31 (Thirty One) days.
  - Crystal Acrylic, the timelines set out above shall deem to be extended by 31 (Thirty One) days.

# 3. Delivery and Compensation for Delay

The project will be handed over within the timelines (as per clause 2) indicated to the Customer except in case of delays attributable to the Customer, Force Majeure Events or unforeseen circumstances which may delay delivery. Bonito shall not be responsible for any delays which are attributable to third party vendors / contractors not employed by Bonito, rules or policies of apartment management / housing society / residential welfare association, the site not being ready for installation or for reasons beyond its control. It is hereby clarified that no Delay Compensation shall be awarded to the Customer in case any third-party vendor / contractors not employed by Bonito is / are involved or for reasons set out under the terms and conditions in the Bonito Designs website.

The Customer will be compensated with Rs. 5,000 worth of store credits usable only on The Bonito Studio, at the completion of every 10 days of delivery delay, as mentioned under Annexure D, by Bonito, up to a maximum of 5% of the project value (ex GST), only in case of such delays being directly attributable to Bonito i.e. subject to the Site being handed over on time with required permission to commence work from both the Customer and the builder.

# 4. Payments

Milestones	Fee
Design Initiation Fee	10% of the estimated project value, payable on the day of the Celebrity Design Presentation, coinciding with the signing of this agreement
Intermediate design milestone fee	10% of estimated project value payable as per the milestone date mentioned above (i.e. 18 days) or prior to cross measurement at site whichever is earlier
	10% of estimated project value payable prior to the Pre-production and production work along with 100% value of all vendor products
	On this day, the Customer will also provide Bonito with one post-dated cheque (PDC), detailed as follows:
Production Initiation Fee	One cheque for 30% of the total project value, post-dated to a date agreed upon by both parties, as part of the arrangement for securing no-cost EMI loans or financing. (PDC will be returned once the Execution Initiation Fee mentioned below is paid. Details of the PDC is provided in Other Terms & Conditions)
Execution Initiation Fee	70% of the estimated project value payable before the dispatch of products to site for installation.

# Additional charges

- The Customer shall become liable to pay such additional charges as defined below:
- 1. In case of timeline extensions attributable to the Customer during the Design Phase, despite best efforts from the Bonito team, and for reasons not attributable to Bonito, the Customer will be liable to pay an additional amount of Rs. 5,000/- (Rupees Five Thousand Only) for every 10 (Ten) days of delay/extension, to provide for the additional timeline for design services.
- 2. Late payment charges of

- a) Rs. 750/- (Rupees Seven Hundred and Fifty Only) per day will be applicable in case of any delay of payments due from the due date until the payment is received.
- b) If the products are ready at Bonito's factory, and for any reason attributable to the Customer, Bonito cannot dispatch the same to the site, Bonito will charge Load-Holding Charges, which shall be Rs. 750/- (Rupees Seven Hundred and Fifty Only) per day till Bonito can dispatch the products to the site, and the said sum will have to be paid in full by the Customer before the products/materials are dispatched.

# Other terms and conditions

- Provision for Post-Dated Cheques (PDCs): The Customer agrees to issue one post-dated cheque (PDC) on the Production Initiation day from the signing of this agreement as part of the payment plan. These cheques are to be held by Bonito and will be deposited under the following conditions:
  - If the Customer does not avail of the no-cost EMI financing for the project, or
  - If the Customer's application for financing is rejected by the financial institution. This provision aims to facilitate the Customer's payment obligations under the terms of the financing agreement and will be further detailed in a supplementary agreement to be signed by the Customer, outlining the specific terms and conditions regarding the PDCs
- The Customer acknowledges and agrees that the minimum project value for conceptualization, designing, implementation and delivery of the interior work undertaken by Bonito under this Agreement shall not be less than 6 lakhs.
- In case of an increase in the estimated project value, additional payment will have to be made immediately by the Customer upon revision.
- Written Assurances required: For clarity and to avoid misunderstandings, all assurances or
  promises regarding the services offered by Bonito Designs Private Limited must be documented in
  writing. It is essential for such assurances to be captured in written form to ensure they are
  accurately reflected in the service commitments made to the customers.
- The Customer acknowledges that in the event the Customer does not take handover of products within a period of 30 days from the date Bonito notifies that products are ready for dispatch or if the products are not dispatched due to failure of the Customer to pay the Execution Initiation Fee and any Load Holding Charges, in full, if applicable, then, Bonito shall not, in any manner whatsoever, be liable for any damage that may be caused to the products lying at the factory or warehouse and no warranties will be applicable thereafter.
- All payments made by the Customer at any stage are non-refundable on termination for any reason
  or in any other event whatsoever. The Customer shall also not be entitled to claim any refund in
  case of termination of this Agreement by any party at any stage of the Agreement, for any reason
  whatsoever.
- All project values in the estimate shared will be inclusive of taxes, which will be subject to change as per prevalent government tax rates/structure.
- Any bank, payment gateway fees or processing fees shall be borne by the Customer as and when applicable.
- Final Site Handover to the Customer will only happen upon receipt of all outstanding payments (if any) by Bonito.
- Electrification includes only the alteration of the existing electrical wiring, which comprises only labour and material. Any alteration of electrical points needs to be finalised during the Design Phase. The electrification cost is based on different electrical services availed by the Customer and calculated accordingly. Any differential electrification costs will have to be paid in full along with the Execution Initiation Fee.
- For ease of calculation of measurements at the premises for manufacturing, it is clarified that 1
   Foot = 300mm.

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Post the payment of the Design Initiation Fee, any reduction, by the Customer, in the agreed Scope of Services, leading to greater than a 20% drop in project value, shall attract an additional charge of 10% on the difference between the original and revised estimates, to be paid by the Customer to Bonito Designs at the time of Production Initiation Fee.

6.	Change Request	<ul> <li>No changes (including reduction of scope, increase of scope, change in selection, change in product, etc.) will be accepted by Bonito Designs post Design Sign off.</li> <li>The Customer may request for Novation of this Agreement only to the extent of changing the name of the Party concerned by submitting a written request to Bonito Designs.         <ul> <li>Such request shall be made within fifteen (15) calendar days following the payment of the Design Initiation Fee.</li> <li>No such request shall be entertained by Bonito Designs post fifteen (15) calendar days following the payment of the Design Initiation Fee.</li> </ul> </li> </ul>
7.	Financial Assistance	Bonito Designs is proud to work with renowned financial institutions and facilitate loans and services through them, however approvals and processing of a loan towards any interior work will be at the sole discretion of the financial partner. The customer shall be solely responsible to make timely payments to Bonito.
8.	Customer Obligations	<ul> <li>The Customer must have taken the handover of the site and must be in possession of house keys before the production of goods commences at Bonito.</li> <li>Visit to the site during the site execution and installation process is STRICTLY RESTRICTED due to safety concerns.</li> <li>No third-party vendor or contractor should be present at the site during such periods when the Bonito team or their representatives are working on the site (during Production and Execution Phases).</li> <li>Bonito shall not be responsible for any liability / loss occasioned due to defects arising out of repairs / any work undertaken by any person / party other than Bonito.</li> <li>All non-modular products, such as décor, furnishing and accessories, which are part of the Bonito quotation, shall only be selected from The Bonito Studio.</li> <li>Bonito shall not be liable for any delays in execution of the project for reasons attributable to the Customer or other third parties such as developer / builder etc.</li> <li>The Customer must not start to / continue to reside at the site during the Production / Execution Phases till the site handover to the Customer has been done.</li> </ul>
9.	Handover of Site & Ready To Move In	Once the Customer has completed all payments due to Bonito and signed-off on the Site Handover Checklist, the Warranty certificates, Service / Maintenance Letter and the house keys will be handed over to the Customer and the project will be deemed to be complete.  'Ready To Move In' shall mean when the premises / property is in a habitable condition and all the functional aspects of the premises are complete.  However, in case of some minor issues, the premises shall still be considered as 'Ready To Move In', as long as the functional aspects are complete. In such an event, Bonito shall provide a confirmation to the Customer with respect to the premises being 'Ready To Move In'.
10	Force Majeure Events	For the purpose of this Agreement, Force Majeure shall mean fire, flood, earthquake, windstorm or other natural disaster, epidemic, pandemic, Lock-Down, act of any sovereign power such as war, invasion act or foreign enemies, hostilities whether war declared or not, civil war, rebellion, terrorist attack or insurrection or similar event being beyond the reasonable control of Bonito.
	Copyrights	Drawings, designs, specifications and other documents (" <b>Designs</b> "), prepared by Bonito are instruments of service for use solely with respect to this project. This includes documents in electronic form. Bonito shall be deemed the author and owner of the Designs and shall retain all common law, statutory and other reserved rights, including copyrights. The Designs shall not be used by the Customer for future additions or alterations to this project or for other projects, without the prior written agreement from Bonito. Copying the designs, clicking pictures during meetings (physical or virtual) or using the designs shared by Bonito for the Customer's own usage / commercial gains by the Customer, will be treated as a violation of copyrights for which the Customer shall be liable to pay the Production Initiation Fee to Bonito. The Customer shall indemnify and hold Bonito unaccountable for any loss or damage caused by any unauthorized use of the Designs by the Customer and the Customer shall be liable for the same.

. 12	Validity of the Quotation	The rates and amounts mentioned in any quotation shared are applicable for 60 days (subject to Intermediate design milestone fee paid as per the timelines mentioned) from the date of execution of this Agreement and are subject to change as per the terms of this Agreement.  The quotation shared by Bonito to the Customer may vary depending on changes in customer scope of work, material changes or variation in site measurement, as the case maybe.					
. 13	Maintenance Service	On and from the handover date as set out above, for a period of 12 months, Bonito will provide one free maintenance service which shall also include free replacement of products under warranty in accordance with the terms hereof.					
. 14	Material Specification	Material specification is attached to this Agreement under Annexure B and is subject to the following: Warranty details for High Density High Moisture Resistance (referred to hereinafter as "HDHMR") or equivalent Brand warranty is of 7 years and Bonito additional warranty is of 3 years. Total warranty support is for 10 years on "HDHMR" boards.  NOTE: Warranty includes manufacturing defects, any effects due to termite or borer (subject to brand confirmation)					
		Moist	ure Area		No	n-Moisture Area	
		(Kitchen Bottom, Batl	nroom, Sinl	cabinets etc)	(Wardrobe, TV, Sl	hoe rack, kitchen t	op, cots etc)
		Carcass including visible side panel,	Sł	nutters	Carcass including visible side panel,	Shutters	
		skirting	<4 ft	>4Ft	skirting	<4 ft	>4Ft
		Plywood (BWP)	Plywood (BWP)	"HDHMR" or equivalent	Plywood (MR)/ "HDHMR" or equivalent	Plywood (MR)/ "HDHMR" or equivalent	"HDHMR" or equivalent
15.	Termination	All the scratches/dents/marks which are not visible from a 1.5 meter viewing distance are a part of the manufacturing process and shall not be considered as a defective product. This is applicable to all the Frames, Glasses, Panels, Hardware and Accessory provided by Bonito.  Bonito shall endeavor to provide a replacement which is as close as possible to the defective product (in terms of functionality and color)  Shutter Bend / Warpage is a natural phenomenon in Wood Products originated due to the variation in tensile strength of PLY/ "HDHMR" or equivalent / Block Boards basis expansion & Contraction of Core resin-based material with Changes in Relative Humidity (RH). Bonito permits a tolerance of 5 mm for shutter bend. Only bend > 5 mm will be attended by Bonito, till the project is handed over.					
13.	remination	Bonito shall, in addition to its other rights and remedies as set out herein or otherwise, be entitled to terminate this agreement for:  1) reasons attributable to the Customer; or 2) inordinate delay by the Customer, despite repeated reminders, in approving the designs; or 3) non-payment of Production Initiation Fee post 7 (seven) days of Final 3D Signoff by the Customer; or 4) non-payment of any tranche of fees due in terms of this Agreement including the additional charges (Clause 4), within 7 days of payment due date, as per Bonito's Termination Policy. 5) In case of delay on behalf of the Customer, upon lapse of 1 year from the date of Design Initiation Fee, project will be summarily cancelled/terminated  On termination, Bonito shall cancel the project, and shall not be liable to the Customer in any manner whatsoever; It is irrevocably agreed that there shall be no refunds whatsoever of any amounts to the Customer.					
16	Warranty	Bonito warrants that, products sold hereunder meet their descriptions or specifications, subject to use, storage and application thereof in accordance with and based on Bonito's standard instructions of use and recommendations and subject to exclusions set out in the Warranty Letter.  In case only of a manufacturing defect in a product under a warranty, a replacement will be provided subject to the terms and conditions set out in the Warranty Letter.  Unless otherwise restricted by mandatory applicable law, the warranty set forth herein is expressly in lieu of all other warranties, whether expressed or implied, including, without limitation, any and all warranties of merchantability, quality and fitness for use and for purpose.  Unless Bonito shall, after delivery of products, receive from the Customer, a written notice of any					

		matter or thing by reason whereof it is alleged that the goods / products supplied have a manufacturing defect within the applicable warranty period, goods and services delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Agreement and the Customer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and / or breach of warranty and / or any condition.  Any and all warranties, undertakings, guarantees or assurances provided herein by Bonito, are specifically limited to the Customer herein, and not imputed, whether directly or indirectly, expressly or impliedly, to any other person or entity.
. 17	Liability	Bonito's liability in connection with or arising out of the contractual relationship with the Customer, regardless of the ground (contract or tort or otherwise) shall be limited to the total fees received by Bonito in respect to the project.  Any additional claim of any nature based on default shall be excluded. In no event shall Bonito be liable for (i) any form of negligence (including gross negligence to the extent permitted by law) by Bonito or by any of Bonito's employees, executives or affiliates; (ii) indirect damage, consequential damage and / or loss of profits or unrealised savings; and (iii) any acts and omissions on the part of auxiliary persons of Bonito or the suppliers / vendors, be this contractual or non-contractual.
18	Business Days	"Business Day" shall mean a day on which Bonito Designs is open for business, excluding weekends and public holidays in India unless otherwise provided in the Scope Of Work.
19	Notices	All notices, demands, requests, summons including court summons or other communications required or permitted under this Agreement must be in writing and sent to the Company at the following address:  The Management, Bonito Designs Private Limited, 4th Floor, Lodha Excelus, Apollo Mills Compound, N.M. Joshi Marg, Mahalakshmi, Mumbai - 400011  Notices must be sent via first-class registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand, courier, or electronic mail, with confirmation of receipt. Notices are considered given when received by the Company at the above address.
20	Jurisdiction	The courts of Mumbai shall have exclusive jurisdiction in case of any disputes. Any dispute arising between which cannot be amicably resolved shall be referred to arbitration consisting of sole arbitrator mutually appointed by both the parties. The seat and venue of arbitration shall be Mumbai.

IN WITNESSS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives, as follows:

**Bonito Designs** 

For Bonito Designs Private Limited

Customer

Vinay

# **Annexure A**

# Scope of Work

- Preparation of design concept (including carrying out necessary revisions, as mentioned herein, until the design concepts are finally approved by the Customer in writing), and providing estimates to enable the Customer to take a decision on the design concept.
- Preparation of specifications of all finishes and materials as per the approved design concept.
- Preparation of Design views for visual reference to represent the approved design concept.
- Product manufacturing as per the approved designs, and as per the agreed material specifications.
- E-shopping for selection of non-modular products, such as Décor, furnishings, and accessories, through The Bonito Studio.
- Removing the debris within 300m radius, dusting, thorough cleaning of the floor and bathroom(s), with chemicals, once the modular work is completed and the same will be added in the estimate.
- Execution of the following solutions (applicable for products and services purchased through Bonito)
  - > Installation of modular furniture at the site
  - > False ceiling
  - Wall finishes
  - Lighting solutions
  - > Electrification
  - > Furnishings
- The materials used in the project will be as specified in the Material Specification under Annexure B.
- Bonito's team will ensure that the Customer is updated on the progress of the execution work from time to time. Project development pictures will be shared at a weekly frequency with the commencement of the site work.

#### Annexure B

# **Material Specification**

CATEGORY	BRAND	
Boards	Boards Waterproof Ply(BWP 710 Grade): for kitchen bottom cabinet and bathroom cabinets - BD Clasica BWP, Green Absolute, ECO, SOMANI, Pixel, Equivalent Brands / Material Quality	
	Commercial Ply: MR + 303: for Carcass - BD Clasica, Green Eco tec, ECO, SOMANI, Pixel, Equivalent Brands / Material Quality	
	"HDHMR" (High Density High Moisture Resistance) or equivalent - Action Tesa, Trenox, VIR, Green, Equivalent Brands / Material Quality	
PVC Edge banding	Rehau / E3 or Equivalent Brands	
Acrylic Edge banding	Rehau or Equivalent Brands	
Hinges & Channels Hafele/ Hettich or Equivalent Brands		
Laminates	Greenlam / Stylam / Century or Equivalent Brands (1mm laminate for exterior finish & 0.72 laminate for internal finish)	
Carcass & Shutter EB	2mm EBs on Shutters and Drawer facia. 0.8mm EB on the carcass (Loose & fixed shelves)	
Acrylic Sheet	Rehau / Decolam or Equivalent Brands	

Kitchen Baskets	Hettich / Hafele / Ebco or Equivalent Brands	
Locks	Doorset / Ebco or Equivalent Brands	
Mirror	Saint Gobain or Equivalent Brands	
False Ceiling	Gyproc (Saint Gobain) for boards.	
Electricals	All electrical materials like pipes, boxes and wires will be as provided by the builder or an equivalent brand /material quality	
PU	Teknovace or Equivalent Brands (Core material is "HDHMR" or equivalent)	
Membrane & Crystal Acrylic		
Wallpaper	Marshalls/ Excel or Equivalent Brands	
Kitchen Appliances	chen Appliances Faber/Kaff/Hettich/Hafele or Equivalent Brands	
CounterTops  Quartz : AGL/ Kalinga or Equivalent Granite : HMG/Kalinga or Equivalent		
Handles	Ebco or or Equivalent Brands	
Painting	Asian/ Nippon or Equivalent	
Sliding Doors Aristo/Saint Gobain/ Hettich or Equivalent		

# Annexure C

# **Timelines**

Project Value	Design Iterations	Design Meetings
6 – 10L	2	3
10 – 15L	2	3
15 – 25L	3	4
25L+	4	4

### Annexure D

• For ease of understanding, timeline for the promised number of days is considered to commence from: Design Initiation Fee, Agreement signing, First Measurement of the customers house, whichever is later, till: the Premises being confirmed by Bonito as 'Ready To Move In'.

Project Value	Total Project	
(with GST)	Timeline	
6L -<20L	90	

- It is hereby clarified that the delivery promise is applicable only for a project value of up to 20L (inclusive of taxes).
- Any scope of work as defined under Additional timeline (as per clause 2) shall not be a deliverable under promised number of days
- The project timelines for delivery promise would be considered as per the maximum project value at any stage until the Production Initiation Stage
- The delivery promise shall stand invalid & no delay compensation would be given upon happening of any of the following events:
  - Delays which are attributable to third party vendors / contractors not employed by Bonito, rules or policies of apartment management / housing society / residential welfare association, the premises not being ready for installation or for reasons beyond its control.
  - o Keys of the premises and/or access to the site not available during the time frame of Bonito's work
  - Customer not adhering to timelines as agreed in this agreement/Customer Non Availability as per scheduled meetings
  - Not adhering to Payment timelines (within 24 hours from due milestone)
  - If access to the apartment/site/project by the Customer is without functional light, water connections and working lifts.
  - Society permission not available from Monday to Saturday for at least 8 hours each (except for Government designated holidays)
  - o In case budget increases beyond 20L (During the Design Initiation and/or Production Initiation Stage)