



Supplier Agreement

SCOPE OF AGREEMENT

This Agreement is made and entered into on 4th day of December 2011 between SoundCoast Musical Supply, Inc., a Connecticut corporation having its primary business offices Country at 97 Orange Street, New Haven CT, here in after called THE SUPPLIER which term shall include its successors and assigns) and Sonic Inspirations Inc. having its office at 149 Bleeker St, New York, NY 10012

(here in after called THE CUSTOMER which term shall include successors and assigns) .

Whereas SUPPLIER will provide wholesale access to goods and services to the CUSTOMER for the purpose of resale within the market defined as the United States of America

And whereas THE PURCHASER is willing to purchase these goods and services for the purposes mentioned above.

And whereas THE SUPPLIER expresses their desire to enter into an agreement with THE PURCHASER for the job fully described in Schedule-A.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. That the Agreement shall come into force immediately and shall remain valid for the term of one year. Renewal of this agreement is automatic for additional one year terms. Cancellation of this agreement after the initial one year period may be initiated at any time by either party with 30 days written notice.
2. That the materials more specifically described in Schedule-A shall be supplied by THE SUPPLIER at _____
3. That THE PURCHASER reserves the right to change their specified delivery site for any reasonable ground or grounds and the THE SUPPLIER shall be responsible to deliver the materials at the new site. The transportation cost for delivery at the new site will be decided by both the parties.
4. That the quality and quantity of the materials shall be as per specification given by THE PURCHASER as well as samples submitted by THE SUPPLIER and approved by THE PURCHASER.
5. That the delivery of the materials shall be made by THE SUPPLIER at their own cost, management and responsibility as per Schedule-B.
6. That THE SUPPLIER shall be fully responsible for delivery of the materials in good condition at the specified site of THE PURCHASER through delivery dockets in triplicate.
7. That THE PURCHASER's representative(s) shall inspect the goods and reserves the right to reject any goods if the representative(s) considers those to be inferior quality to the approved samples.



8. That the goods rejected by the representative(s) of THE PURCHASER shall be replaced by THE SUPPLIER and THE SUPPLIER shall bear all risks/costs of the materials rejected by THE PURCHASER.

9. That the transportation of the goods shall be made by THE SUPPLIER on the same day as the quality control check by the representative(s) of THE PURCHASER. Representative (s) of THE PURCHASER will accompany the goods from the quality control check to the site of delivery. Any goods which are not accompany by the representative(s) of THE PURCHASER will not be accepted.

10. That the cost of supply of materials will be in US Dollars (USD) described specifically in Schedule - A and payable by THE PURCHASER to THE SUPPLIER.

11. That THE PURCHASER reserves the right to change the quantity of items if they feel necessary during the validity of this Agreement.

12. That THE SUPPLIER shall not without the consent in writing of THE PURCHASER assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply. In this regard consent by THE PURCHASER will not relieve THE SUPPLIER from full and entire responsibility for this Agreement.

13. That THE SUPPLIER shall indemnify THE PURCHASER in respect of all claims, damages, compensation or expenses payable in consequence of any injury or accident caused by them ie. THE SUPPLIER.

14. That the custom duty, VAT or other Taxes and cost of transportation, or any other incidental charges, if required in connection of the delivery of goods shall be borne by THE SUPPLIER.

15. That the Payment shall be made by THE PURCHASER from in US Dollars by wire with NET 30 Terms only on production of invoice along with delivery dockets confirming receipt of goods by THE PURCHASER's Representative(s) at site.

16. That THE PURCHASER may allow Part Payment for running bill on the request in writing of THE SUPPLIER.

17. That if THE SUPPLIER shall in any manner neglect or fail to carry on the work or performance of the terms of the Agreement with due diligence or violates any of the terms of this Agreement THE PURCHASER shall be entitled to cancel The Agreement and demand damages.

18. That if THE SUPPLIER fails to deliver the materials as per agreed Schedule, penalty will be imposed by THE PURCHASER at the rate of (1%) of total contract value for each day of delay.

19: Governing Law: This EULA is a Connecticut contract and shall be governed by the laws of the State of Connecticut, United States of America, excluding its conflict of law provisions. All disputes relating to this EULA (excepting any dispute relating to intellectual property rights) shall be subject to final and binding arbitration in New Haven, Connecticut, under the auspices of a single arbitrator pursuant to the commercial arbitration rules of the American Arbitration Association then in effect, with the losing party paying all costs of arbitration. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods.



20. Unenforceable Provisions: If any provision in this Agreement shall be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified only to the

extent necessary to render it enforceable without losing its intent, or shall be severed from this EULA if no such modification is possible. All other provisions of this EULA shall remain in full force and effect.

21. Controlling Language: The controlling language of this EULA is English. The Licensee agrees to bear any and all costs of interpreters if necessary. If Licensee has received a translation into another language, it has been provided for Licensee's convenience only.

22. No Waiver: A waiver by either party of any term or condition of this EULA or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

23. Enforcement after Termination: The provisions of this EULA that require or provide for performance after the expiration or termination of this EULA shall be enforceable notwithstanding such expiration or termination.

Signed on the 4th day of December 2011 for and on behalf of the Supplier and Purchaser as follows:

SoundCoast Musical Supply

Signature

Name

Title

Date

Sonic Inspirations Inc.

Signature

Name

Title

Date

Jeffrey Beck

JEFFREY BECK

PRESIDENT / CEO

12/4/11



SCHEDULE - A

Sl. No	Item	Specification	Quantity	Rate	Total

SCHEDULE - B

Sl. No	Specification of Item	Quantity	Delivery Date	Delivery Site