

TERMS AND CONDITIONS OF SALE

Updated 07.05.21

Please read these terms and conditions carefully before placing an order for any products and / or services on the www.navipointhealth.com (the Website) or otherwise. By making a purchase on the website you signify your agreement to be bound by these conditions.

These terms and conditions and the Product Specific Terms and Conditions (as defined in Section 13.9 hereof), wherever applicable are collectively described as “Terms or Terms and Conditions” hereinafter.

1. DEFINITIONS

1.1. In these Terms and Conditions:

- 1.1.1. **Account** shall have the same meaning as ascribed to it in the Website Terms of Use.
- 1.1.2. **Buyer or “You”** means the person who has ordered Products from Navipoint.
- 1.1.3. **Business Partner** means any commercial entity with which Navipoint has any contractual relationship for advancement and propagation of its business objectives.
- 1.1.4. **Channel Partner** means any commercial entity with which Navipoint has any contractual relationship to act as an authorised reseller of Navipoint’s Products and /Services within a specified territory or otherwise.
- 1.1.5. **Contract** means this contract as defined under Section 3 hereinafter.
- 1.1.6. **Goods** means all items (other than Services), including, without limitation, precision health testing kits, as more particularly set forth in Navipoint’s product catalogue issued from time to time as published on the Website or otherwise.
- 1.1.7. **Laboratory or Laboratories** means third – party partner laboratory / laboratories engaged in testing or medical testing in India accredited by National Accreditation Board for Testing and Calibration Laboratories (“NABL”) and / or such other accreditation body as notified by the Government of India from time to time for the purpose of accrediting laboratories within India with whom Navipoint has contractual arrangements and includes Navipoint’s captive laboratory or laboratories in India.
- 1.1.8. **Navipoint or “We” or “Our” or “Us”** means Navipoint Health India Private Limited, a company incorporated under the Companies Act, 2013 [CIN: U74999MH2018PTC318590] and having its registered office at 37A, Floor-4, Plot-49, Yusuf Building, Veer Nariman Road, Hutatma Chowk, Fort, Mumbai – 400001, Maharashtra, India and includes its

successors, holding company, subsidiaries, affiliates, employees, officers, directors, agents, subcontractors.

- 1.1.9. **Privacy Policy** means Navipoint's privacy policy or statement including any modifications, substitutions or amendments thereto as made from time to time as published on Website pursuant to the provisions of the Information Technology Act, 2000 and applicable rules made thereunder.
- 1.1.10. **Products** means any Goods agreed to be supplied by Navipoint pursuant to Contract including but not limited to precision health testing kits (by whatever name called) and may also include any service incidental or ancillary to such Product(s) such as testing of bio-samples collected by use of such health testing kits by you for general or specific health assessment of an individual and generation of health risk reports, recommendation reports therefrom by application of proprietary Software, techniques, workflows; and
- 1.1.11. **Services** means any service(s) agreed to be supplied by Navipoint to you pursuant to Contract, Navipoint's catalogue as published on Website or otherwise whether or not by applying proprietary Software, techniques, workflows for supply of such service(s).
- 1.1.12. **Software** means any firmware, software, data compilations, object code, source code, software programs, algorithms, applications, scripts, and instruction sets including upgrades and updates to such software including mobile applications and any related documentation whether used in the Website or otherwise, applied in analysis of bio-samples collected by you by use of Product(s) or for supply of any Service, owned and/or licensed to Navipoint and includes any third party software used by Navipoint under licence and permission of such third parties.
- 1.1.13. **Website** means www.navipointhealth.com
- 1.1.14. **Website Terms of Use** means the terms of use of Website at www.navipointhealth.com/termsofservice.pdf including any modification(s) or substitutions or amendments thereto.

2. PRICES AND PAYMENT

- 2.1. Prices of our Product(s) and / or Service(s) are inclusive of all applicable taxes including goods and service tax, duties and cesses and any other indirect taxes of whatsoever nature that may be applicable unless otherwise expressly stated.
- 2.2. Prices of our Product(s) are exclusive of courier or shipment charges unless otherwise expressly stated.
- 2.3. Payments for the Product(s) and / or Services are to be made by you upfront on making a purchase on Website or through our Business Partner(s) or Channel Partner(s).

- 2.4. You may make payments for purchase of Product(s) and / or Services either through Net Banking, Credit Card, Debit Card, Unified Payments Interface, payment wallets or through any other mode as made available by Navipoint including but not limited to on Website, through its Business Partner(s) and/or Channel Partner(s) or otherwise.
- 2.5. An order dispatch email transmitted to your registered email id containing details of your order including but not limited to a sales invoice shall constitute sufficient confirmation from Navipoint of receipt of your payment towards the Product(s) and / or Services forming part of your order.

3. LEGALLY BINDING CONTRACT

- 3.1. The Buyer is a person who can form legally binding contracts under the Indian Contract Act, 1872 and any other applicable law for this purpose and is at least 18 (eighteen) years of age, not of unsound mind and has not otherwise been disqualified by law to contract.
- 3.2. The Buyer agrees that any purchases of Product(s) and / or Service(s) from Navipoint made for use by minors i.e., under the age of 18 (eighteen) years shall be made by a parent or guardian who is competent to contract (as specified in Section 3.1 above).
- 3.3. Your order constitutes an offer by you to us to purchase the Product(s) and / or Service(s) as described in your order. On placing an order to purchase the Product(s) and / or Service(s) from us, you will receive an email confirming receipt containing details including but not limited to your unique order number (by whatever name called), Product(s) and / or Service(s) purchased from us. On the basis of availability of the Product(s) ordered by you, we shall transmit an order dispatch email to your registered email id containing details of your order including but not limited to a sales invoice clearly setting out the pricing and the tax details. This order dispatch email shall constitute an acceptance of your offer to purchase the Product(s) and / or Services from us, thereby, forming a valid and legally binding contract between Navipoint and you.
- 3.4. Your contract is between you and us and is non-transferable, non-assignable and the Product(s) and / or Service(s) so ordered by you under the contract is/are for your personal purpose only.

4. DELIVERY; ACCEPTANCE; SERVICE(S) ANCILLARY AND INCIDENTAL TO PRODUCT(S)

- 4.1. Products shall be shipped only within The Republic of India (the "Country of Delivery") through our authorised courier service providers including but not limited to India Post. Navipoint will select the method of shipment and carrier to be used. Risks of loss and title shall pass to the Buyer on delivery. Partial deliveries shall be permitted. If Buyer fails to accept

delivery of the Products within a reasonable period after receiving notice from Navipoint that they are ready for delivery, Navipoint may dispose of or store the Products at the Buyer's expense.

- 4.2. Navipoint will use commercially reasonable efforts to avoid delay in delivery of Products within such time as may be expressly communicated to the Buyer. Failure to deliver by the specified date will not be cause for (i) penalties, (ii) cancellation of an order, or (iii) termination of the Contract. In addition, where delivery of any Product requires any license or other authorization before shipment under any applicable law, Navipoint shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.
- 4.3. Buyer shall notify Navipoint in writing within twenty-four (24) hours reckoned from time of delivery of Product of any short delivery or Product defects to Navipoint in relation to specifications reasonably discoverable on careful examination, after which the Product shall be deemed accepted. In case of short delivery or defects, Navipoint's sole obligation shall be, at its option, to replace or repair any defective Products or refund the purchase price of any undelivered Product.
- 4.4. Where Navipoint is to provide any service(s) incidental and ancillary to the Product(s) purchased, including but not limited to processing of bio – samples collected by Buyer and dispatched to Laboratories in accordance with the instructions provided by Navipoint with the Products, in these Terms or otherwise, the Buyer shall ensure that such collection and dispatch thereof conforms fully to the instructions provided by Navipoint so as to *inter alia* ensure integrity of such bio-sample(s) is/are not compromised.

5. PRIVACY AND USE OF PERSONAL INFORMATION; DATA

- 5.1. Your personal information including sensitive personal data or information will be treated in accordance with our Privacy Policy available at www.navipointhealth.com/termsofservice.pdf We advise you to carefully read our Privacy Policy. ON YOUR PURCHASE OF ANY PRODUCT(S) AND / OR SERVICES FROM US, YOU AGREE THAT YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY. THE SAID TERMS AND CONDITIONS OF OUR PRIVACY POLICY ARE HEREBY INCORPORATED BY REFERENCE.
- 5.2. Any Sensitive personal data or information as defined pursuant to applicable provisions of the Information Technology Act, 2000 read with Rule 3 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 ("SPDI") is created, received, maintained, transmitted or otherwise accessed by Navipoint, it will only use and disclose the SPDI as permitted by law and by contract executed with such parties.
- 5.3. Navipoint and its subcontractors may collect, prepare derivatives from and otherwise use non-SPDI data related to Products and / or Services for such

things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. Navipoint will own all intellectual property and other rights that could result from this collection, preparation and use. The non-SPDI data in a de identified form may be used by Navipoint in accordance with the provisions of the law.

6. PRODUCT RETURNS; CANCELLATIONS; REFUNDS

6.1. RETURNS:

- 6.1.1. Product returns are permitted only if you have received Product(s) in a condition that is damaged, defective, missing consumables or parts or accessories, different from the product description specified in the Website.
- 6.1.2. Some Product(s) may not be eligible for returns as explicitly stated on the Website or otherwise.
- 6.1.3. In cases of any returns pursuant to Section 6.1.1 above, you may write to Navipoint at the email address provided in Section 15.5 hereof or communicate in any manner as may be specified by Navipoint in this regard. Navipoint on authorising such return shall communicate to you the mode and manner of such return. All such returns shall be actioned by Navipoint at no cost to you from the original delivery address as specified in the Sales Invoice. Subject to availability, the replacement Product(s) shall be delivered to you as soon as practicable. Alternatively, the Buyer may opt for a refund to be issued in accordance with Section 6.3 of Contract.

6.2. CANCELLATIONS

- 6.2.1. Cancellations of any order made any made by Buyer shall only be permissible if made prior to receipt by Buyer of an order dispatch confirmation email.
- 6.2.2. All cancellation requests shall be made to Navipoint on the email specified in Section 15.5 hereof or in any other manner as specified by Navipoint on its Website or otherwise.
- 6.2.3. Navipoint may at its sole discretion refuse any cancellation request, without citing any reason.

6.3. REFUNDS

- 6.3.1. In cases of any Product(s) returns within Section 6.1.1 above, you may at your option choose a full refund for the said Product(s). Such option may be exercised by you in the manner as communicated to you by Navipoint or as may be specified on the Website.

- 6.3.2. Processing of refunds is subject to completion of Product returns in the manner as provided in Section 6.1 hereof.
- 6.3.3. Refunds shall only be issued to your original payment method. In case the original payment method is Cash on Delivery, refund shall only be issued through the National Electronic Funds Transfer("NEFT") system to your designated bank account in India.
- 6.3.4. Navipoint may take up to 10 (Ten) days original payment method to process any refunds as contemplated in this Contract.

7. CHANGES TO PRODUCT(S) AND / OR SERVICE(S) SPECIFICATIONS

- 7.1. Navipoint reserves the right, without prior written notice to Buyer, to make any change in the specification of Product(s) and / or Service(s) which does not materially affect the performance, use, or price under the Contract.

8. RESTRICTED USE AND COMPLIANCE

- 8.1. Use restrictions are a condition to the purchase of certain Product(s) hereunder. Buyer agrees to strictly comply with all such restrictions as may be set forth in the Contract, Navipoint's catalogue or website, on the Product, in any documentation or label or otherwise provided in writing to Buyer, as well as with any applicable regulatory requirements.
- 8.2. Buyer shall not use or permit the Products to be used in any manner that does not comply with all applicable laws. Any warranty granted by Navipoint with respect to the Products shall be deemed void if any Product covered by such warranty is used for any purpose not permitted hereunder or otherwise in violation of any use restrictions referred to in this Section.

9. BIO-SAMPLES

- 9.1. Any Product that is or includes a precision health testing kits, may warrant collection by you of bio-samples such as stool and/or saliva specimens for the purpose of processing and analysis thereof by Laboratories.
- 9.2. You may only use the Product for collection of the required bio-samples from your person or that of a minor solely in your capacity as a parent of such minor or guardian of such minor.
- 9.3. The Buyer shall collect such bio-samples and dispatch such bio-samples to Laboratory strictly in consonance with the terms of Contract, Navipoint's catalogue or website, Product terms and / or instructions of

use in any documentation or label or otherwise provided in writing to Buyer provided in the Product.

- 9.4. Bio-samples shall be processed by Laboratories to extract such information necessary for generation of the Results (as defined hereinafter).
- 9.5. Physical Bio-samples shall be destroyed by the Laboratory immediately after analysis in a safe manner in accordance with prevailing and applicable NABL guidelines.

10. WARRANTIES AND DISCLAIMERS

10.1. Goods

Navipoint warrants to Buyer that, all Goods purchased hereunder will meet Navipoint's most recent specifications at the time of delivery. Any related warranty claim hereunder must be delivered in writing to Navipoint within the above warranty period. Buyer's sole and exclusive remedy (and Navipoint's sole and exclusive liability) for a warranty claim hereunder is limited to repair, replacement or refund at the sole option of Navipoint. Such remedies shall not extend the warranty period.

10.2. Warranty Limitations

- 10.2.1. Any warranty granted by Navipoint with respect to the Goods shall be deemed void if Buyer uses the Goods for entertainment use, or outside the Country of Delivery or in a manner contrary to any applicable regulatory requirements or the terms of Contract, Navipoint's catalogue or website, Product terms and / or instructions of use in any documentation or label or otherwise provided in writing to Buyer. All warranties are automatically void if Buyer transfers or sells the Goods to any third party.
- 10.2.2. The warranties above exclude consumable items or parts or accessories deemed necessary for the normal operation of the Product(s) covered, including but not limited to, any disposable supply or saleable items.

10.3. ANY DATA AND/OR REPORT(S) AND/OR ASSESSMENT(S) AND/OR ANY RESULTS CONTAINED IN THE REPORT(S) GENERATED ON PROCESSING BY LABORATORY OF ANY BIO-SAMPLES COLLECTED BY YOUR USE OF THE PRODUCT(S) (COLLECTIVELY REFERRED TO AS "RESULTS"):

- 10.3.1. IS/ARE INCONCLUSIVE AND IS TO BE CONSIDERED MERELY PRELIMINARY AND INDICATIVE.
- 10.3.2. DO NOT / DOES NOT CONSTITUTE NOR IS TO BE CONSTRUED AS A DIAGNOSIS OR CONFIRMATION OF ANY AILMENT NOR IS IMPLIED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE.

- 10.4. THE RESPONSIBILITY FOR INITIATING A FOLLOW-UP EXAMINATION TO CONFIRM THE RESULTS CONTAINED IN SUCH REPORTS AND TO OBTAIN PROFESSIONAL MEDICAL ASSISTANCE IS SOLELY OF THE BUYER ALONE.
- 10.5. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, THE SERVICES UNDER THIS CONTRACT ARE FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 10.6. ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS AND CONDITIONS (STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) AS TO QUALITY, CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE) ARE HEREBY EXPRESSLY EXCLUDED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NAVIPOINT HEREBY EXPRESSLY DISCLAIMS, AND BUYER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS AND / OR SERVICES INCLUDING, WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID, OR INCOMPLETE RESULTS.
- 10.7. Notwithstanding anything to the contrary herein, Navipoint shall have no liability under any of its representations or warranties with respect to: (i) the use of the warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by Navipoint or recommended in writing by Navipoint; (ii) normal wear and tear; (iii) fraud, negligence or wilful misconduct of Buyer or representatives; (iv) any medical condition or allergic reaction from use of Product(s); (v) shipping or storage conditions after Navipoint's delivery of the Products to the Buyer; (vi) failure to follow Navipoint's use restrictions, recommendations or instructions; (vii) any alteration, modification, repair or enhancement of the warranted Product by Buyer or any third party without Navipoint's prior written consent; (viii) any misuse of the Products or Buyer's use of the Products not in accordance with Navipoint specifications; (ix) any allegation that Buyer's use of the Products infringes the intellectual property rights of any third party; (x) any Product damaged or lost as a result of a force majeure event; (xi) transfer or use of the Product in a location different than its place of delivery (including, without limitation, outside the Country of Delivery); or (xii) any Product, if the price payable for such Product has not been paid in full in accordance with the terms of the Contract; (xiii) medical diagnosis or treatment decisions.

11. SOFTWARE

- 11.1. This Contract does not provide you any rights, title, or interest in Software. You may not incorporate any portion of the Software into your own programs or compile any portion of it in combination with your own

programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license or reverse engineer the Software or otherwise assign any rights to the Software in whole or in part. You may not use the Software for any illegal purpose. We may cease providing any Software and we may terminate your right to use any Software at any time.

- 11.2. All Software used in Website or otherwise is the property of Navipoint and/or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.
- 11.3. The terms as specified in the Website Terms of Use are hereby incorporated herein by reference.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. The Buyer agrees that all intellectual property rights registered or unregistered in the Products and / or Services and / or Software including but not limited to trade names, trademarks, domain names, copyrights, patents and all other intellectual property rights related to the Products and / or Services and / or Software are and shall always remain the exclusive property of Navipoint and/or its licensors.
- 12.2. Navipoint warrants that wherever any intellectual property rights of any third party / parties is / are applied in the Products and / or Services and / or Software, Navipoint has secured all requisite permissions, licenses of such third party / parties to use such intellectual property rights in its Products and / or Services and / or Software. All such third-party intellectual property rights contained in the Products and or Services and / or Software remain absolutely vested in their respective rightful owner(s).
- 12.3. No user license is granted to the Buyer under the Contract or otherwise in relation to the intellectual property rights in the Products and / or Services and / or Software.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 13.1. Either Party shall defend, indemnify, and hold harmless the other from and against any and all damages incurred or suffered by such indemnified Party arising, directly or indirectly, from any third party claims related to: (i) the breach by the indemnifying Party of any of its covenants, agreements, representations, warranties or other obligations in the Contract; or (ii) fraud, gross negligence or intentional misconduct by the indemnifying Party or its representatives in connection with the Contract.
- 13.2. In addition to Section 13.1, the Buyer shall defend, indemnify, and hold harmless Navipoint and its affiliates, its business partners, channel partners, laboratories and their respective representatives and agents from and against any and all damages incurred or suffered by Navipoint or such persons arising, directly or indirectly, from: (i) any claim that the Buyer's use of the Products and / or Services infringes the intellectual property rights of any third party; (ii) medical diagnosis or treatment

decisions; and/or (iii) use of the Product and / or Services in a manner or environment, or for any purpose, for which Navipoint did not design it, or in violation of Navipoint's written recommendations or instructions, or contrary to these Terms; and / or (iv) any claim that the Buyer's use of the Products and / or Services infringes any data protection and / or privacy rights of any third party.

13.3. IN NO EVENT SHALL NAVIPOINT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND HOWEVER CAUSED (INCLUDING FAULT OR NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT OR THE CONTRACT, INCLUDING THE SALE, USE OR INABILITY TO USE ANY PRODUCT AND / OR SERVICE, INCLUDING WITHOUT LIMITATION, DATA LOSS, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION.

13.4. The total liability of Navipoint arising under or in connection with the Contract or the Products and / or Services, whether in contract, tort (including negligence), statute or otherwise shall, to the extent permitted by applicable law, BE LIMITED TO DAMAGES in an amount equal to the Price paid to Navipoint for such Product and / or Service under the Contract.

14. CONFIDENTIALITY

14.1. Each Party will treat the other Party's proprietary information disclosed hereunder as confidential and will not use or disclose it to any third parties unless (a) permitted under the Contract, (b) mutually agreed upon by the Parties, or (c) required by law.

15. DISPUTES AND GOVERNING LAW

15.1. The Contract shall be governed by and construed in accordance with the laws as prevailing in the Republic of India and the Parties hereby submit to the exclusive jurisdiction of the courts in Mumbai, State of Maharashtra, India.

16. MISCELLANEOUS

16.1. Assignment; Subcontracting.

16.1.1. Neither Party may assign, delegate or otherwise transfer its rights and obligations in whole or part, or any right, remedy, obligation or liability arising hereunder or by reason hereof, except without the prior written consent of the other Party hereto.

Notwithstanding, Navipoint may assign its rights and obligations without Buyer's consent to (i) one or more of its affiliates; or (ii) to a successor to, or buyer of that portion of its business to which the

Products and / or Services pertains. Navipoint may sub-contract any part of its rights and obligations to an affiliate or third party as determined by Navipoint.

16.2. Entire Agreement.

16.2.1. Unless otherwise specified herein, the Contract represents the entire agreement between the Parties and shall supersede in entirety all prior agreements concerning the subject matter hereof, and no modification, amendment, revision, waiver, or other change shall be binding on either Party unless consented to in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not contained or referenced herein shall not be binding on either Party.

16.3. Force Majeure.

16.3.1. Neither Party shall be liable for any failure of or delay in performing any of its obligations under the Contract (other than any payment obligation), and neither Party shall be deemed to be in breach of any of its obligations hereunder, if such failure, delay or breach is due to any cause beyond the reasonable control of such Party, including, without limitation, war, terrorism, riots, fire, explosion, flood, earthquake, insurrection, embargo, strikes of employees, currency restriction, shortage of transport, inability to obtain power or fuel, general shortage of material, acts or omissions of governments in their sovereign capacity or failure of public utilities or common carriers, embargoes, shortage of or inability to obtain supplies (each, a "Force Majeure Event"). Such non-performance will be excused for as long as such Force Majeure Event shall be continuing. The non-performing Party shall give prompt written notice to the other Party of such Force Majeure Event. If the Force Majeure Event exceeds two (2) months, Navipoint may immediately terminate the Contract without liability.

16.4. No Third-Party Beneficiaries.

16.4.1. The Contract is entered solely by and between, and may be enforced only by, the Parties hereto (and their respective permitted successors and assigns) and, except to the extent expressly provided for herein, is not intended to confer on any other person any rights, remedies, obligations or liabilities under or by reason of the Contract.

16.5. Notices.

16.5.1. All notices, requests and other communications to any Party hereunder shall be in writing and shall be given to Navipoint at support@navipointhealth.com or the Buyer at the email ID and / or address as specified by the Buyer while creating an Account on Website, as the case may be.

16.6. Relationship.

16.6.1. The relationship of the Parties hereunder is that of independent contractors. Nothing in the Contract shall be deemed to create a partnership, joint venture or similar relationship between the Parties, and no Party shall be deemed to be the agent of the other Party.

16.7. Severability.

16.7.1. If any provision of the Contract or the application thereof in any particular circumstance, is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof and the remaining provisions of the Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

16.8. Waiver.

16.8.1. Failure by either Party hereto to enforce any rights under the Contract shall not be construed as a waiver of such rights nor shall a waiver by either Party hereto in one or more instances be construed as constituting a continuing waiver or as a waiver in other instances.

16.9. Product-Specific Terms and Conditions.

16.9.1. Certain purchases of products and / or services from Navipoint (as defined hereinafter) may be subject to additional terms and conditions ("Product Specific Terms and Conditions") that we make available for your review indicating that such Product Specific Terms and Conditions shall apply. By making such purchases of products and / or services, you agree to be bound by such Product Specific Terms and Conditions applicable to such purchases. In the event of such Product Specific Terms and Conditions terms conflict with these terms, the Product Specific Terms and Conditions shall prevail.