

STANDARD TERMS AND CONDITIONS

- 1. PREAMBLE:**

These Standard Terms & Conditions shall apply when the parties agree in writing or otherwise hereto. When the Standard Terms & Condition apply to a specific contract, modifications or deviations from them must be agreed in writing.
- 2. ACKNOWLEDGMENT:**

Please acknowledge the receipt of this Purchase Order & execute the same immediately. If we do not receive acknowledgment within 15 days of order, it is considered as accepted with all its terms & condition.
- 3. PRICE VARIATION:**

Unless indicated otherwise, the prices are firm and are on CIF/F.O.R. basis. No escalation on any ground, including variation in foreign exchange rates, custom duties etc., will be granted during course of execution of Purchase Order.
- 4. AMENDMENT TO PURCHASE ORDER:**

Any changes, modification or waiver of any specification, terms or condition contained in the Purchase order shall not be effective unless agreed in written by us.
- 5. DRAWINGS:**
 - 5.1. Please forward your drawings for approval. You should proceed to manufacture only after confirmation from our end.
 - 5.2. The Vendor shall, provide three sets of installation, operation, maintenance manual, spare part catalogue along with the Goods.
 - 5.3. Free of charge information and drawings, which are necessary to permit the purchaser to erect, commission, operate and maintain the Goods.
- 6. QUALITY:**
 - 6.1. The Goods shall be tested by the Vendor at its own cost, at its works and/or any independent testing agency/laboratory before they are dispatched and the certificate of analysis in relation to such tests shall be sent to the Purchaser before dispatching the Goods.
 - 6.2. If the goods are not found genuine and/or brand new and/or and they do not conform to the description/specifications laid down in Purchase Order/Technical specifications, the same shall be rejected at the cost and risk of the Vendor.
- 7. ARBITRATION:**

If any dispute, difference or claim arises between the Parties in connection with this contract or the validity, interpretation, implementation or alleged breach of this contract or anything done or omitted to be done pursuant to this contract, the Parties shall attempt in the first instance to resolve the same through negotiation.

If the dispute is not resolved through negotiation within forty five days after commencement of discussions or such longer period as the Parties agree to in writing, then any party may refer the dispute for resolution to a sole arbitrator to be appointed by the Managing Director of the Company. Such arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. All proceedings in such Arbitration shall be conducted in English.

The Arbitration shall take place in Mumbai, India and shall be governed by the Law of India.
- 8. FORCE MAJEURE:**

Neither you nor we shall be liable for breach of this Agreement (other than payment obligations) caused by circumstances beyond your or our reasonable control.

Neither Party shall be considered in default or be liable to the other Party for any delay in performance or non-performance caused by circumstances beyond the reasonable control of such Party, including but not limited to acts of God, explosion, fire, flood, war, whether declared or not, accident, labor strike, sabotage order or decrees or any court or action of governmental authority, unusually severe weather, unreliable or insufficient supply of power or other utilities or resources and transportation delays. Should a force majeure event affect any of the obligations then the Parties shall meet to decide on the necessary action to take account of the force majeure occurrence and the time for completion shall be extended by the parties hereto by mutual consent. However, in no case the Client shall be liable to pay any additional remuneration on any count whatsoever.
- 9. CODE OF CONDUCT / ANTI BRIBERY RULE:**

It is the steadfast commitment of Zydus Takeda Healthcare Private Limited to comply with all applicable laws and regulations. Our corporate philosophy, dictates more, however you shall act with fairness and honesty and the highest ethical standards in all your business activities; upholding the highest ethical standards come before everything else. You will not provide, offer or promise any bribe (including money, goods, hospitality, gifts or any other item of value), directly or indirectly, to government officials or foreign government officials. In addition, you will not provide any payment or benefits to private sector employees to influence them to obtain or retain a business advantage. You will ensure that agents and others acting on Zydus Takeda's behalf will not engage in corrupt practices.
- 10. ALL THE CONSIGNMENTS:**

All Consignments should be suitably packed to withstand the transit handling while in transit. If any loss occurs due to damage or shortage of breakage to the goods, it will be at the risk and cost of the Vendor.
- 11. TERMS OF PAYMENT:**
 - 11.1. The payments are made strictly on the basis of Purchase Order and the Vendor shall not charge anything over and above the amount stipulated in the Purchase Order. In the event of there being any discrepancy the matter should first be referred to the In charge of Materials Department for the issue of necessary amendments to the purchase order before submission of the bill.
 - 11.2. All payments shall be made by Multi-city Crossed Cheque and payment shall be deemed to have been effected when the cheque/s are tendered to the Vendor.
 - 11.3. We shall not be responsible for any material sent in excess of quantities ordered. No responsibility will be taken for goods supplied without an order.
- 12. DELIVERY:**

THE PLACE OF DELIVERY shall be ZYDUS TAKEDA HEALTHCARE PVT. LTD., (100% EOU) C-4, M.I.D.C., PAWNE, NAVI MUMBAI - 400 705, INDIA.

 - 12.1. INSTRUCTION FOR DISPATCH OF GOODS: Invoices are required for each delivery. Supplies of the Goods must be accompanied by relevant delivery challans, ARE3 copies giving reference of the Purchase Order No., date & item code. Goods received by the Purchaser on excess of quantity ordered will not be accepted. All consignments by road must be booked directly in the name of ZYDUS TAKEDA HEALTHCARE PVT. LTD. (100% EOU), C-4, M.I.D.C., PAWNE, NAVI MUMBAI 400 705, INDIA.
 - 12.2. Intimation regarding dispatch of Goods should be sent by FAX/email. Any failure on the part of Vendor to send such intimation resulting into demurrage/wharfage etc. shall be to the account of the Vendor. Such intimation is also required for communication to the Excise Official. Such intimation should include LR No./RR. No./No. of packages, Freight paid etc.
 - 12.3. You will not charge us any Excise duty. You will supply material under CT3/PC and ARE3 procedure.
 - 12.4. The delivery shall be on CIF/F.O.R. basis. The risk will pass on to the Purchaser when the Product arrives the place of delivery stipulated in the Contract. Partial shipments shall not be permitted unless otherwise agreed.
 - 12.5. TIME FOR DELIVERY
Materials must be dispatched within the time specified in the order. Otherwise the company is the liberty to cancel the order and purchase the material in the OPEN MARKET and recover the loss, if any, from the supplier. THE DELIVERY OF THE MATERIAL WILL BE ACCEPTED BY WAREHOUSE DEPARTMENT BETWEEN 9.00Hrs. TO 16.00Hrs. ONLY on normal working days.
- 13. PENALTY CLAUSE:**

In case delivery is not made as per specified date indicated in the Purchase Order, shall be entitled to either.

 - 13.1. Recover from you 0.5% of the net price per week subject to maximum 5% of the net price. This delay shall be counted from the scheduled complete delivery date up to actual date of delivery "OR".
 - 13.2. To cancel the purchase Order in full or part thereof and purchase the item from elsewhere at your risk and cost. In the event of cancellation, you shall refund us in full all the amount paid in connection with the Purchase Order under reference. You shall also pay the interest on such amount @ 24% per annum from the date of respective payments up to the date of refund.
- 14. WARRANTY AND LIABILITY FOR DEFECTS - PERFORMANCE GUARANTEE PERIOD:**
 - 14.1. Unless otherwise specified in writing by Supplier, the Goods supplied shall be free from defects in material and workmanship for a period eighteen (18) months from the date of shipment by the manufacturer or twelve (12) months from the date of commissioning, whichever is earlier.
 - 14.2. The Vendor shall remedy any defect resulting from faulty design, materials, and workmanship or otherwise which appear within a period of 18 months from the date of delivery or 12 months from the date of commissioning of the Goods, whichever is earlier.
 - 14.3. The Purchaser shall without undue delay notify the Vendor of any defect, which appears. Such notice shall be given immediately within the aforesaid period. The notice shall contain a description of the defect.
 - 14.4. On receipt of the notice in writing, the Vendor shall remedy the defect without undue delay and its/his own cost.
 - 14.5. If the Vendor fails to remedy the defect within a reasonable time, the Purchaser shall be entitled to have such defects remedied at the cost and expenses of the vendor and recover the same from the balance amount retained by the Purchaser or by invoking the Bank Guarantee that may have been furnished by the Vendor to the Purchaser.
- 15. INDEMNITY:**
 - 15.1. All Goods supplied by the Vendor to the Purchaser whether patentable or otherwise protectable or not shall be such so as not infringe the IPR of any third party. The Vendor shall indemnify the Purchaser and its directors etc from and against all such claims.
 - 15.2. The Vendor shall comply with all applicable laws, rules and regulations and also the terms and conditions of all Agreements with third parties concerning the Goods.
 - 15.3. The Vendor shall indemnify and keep indemnified the Purchaser and all its Directors and Officers of, from and against any and all claims, demands, actions, proceedings etc. that may be made or taken and/or any penalty or other levy that may be imposed by any authority or body and/or costs, charges and expenses that may be incurred and/or the loss and/or damages that may be suffered upon, by or against the Purchaser and/or its Directors by reason of the Vendor failing to comply with any such laws, rules, regulations and/or the terms and condition of any of the Agreements with third parties concerning the Goods.
- 16. DISPUTES AND APPLICABLE LAW AND JURISDICTION:**

In the event of there being any dispute or difference arising out of or in any way touching or concerning the subject matter of this Contract, the same shall be referred to a sole Arbitrator appointed by the Purchaser and the Arbitration Proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996. The venue of Arbitration shall be Mumbai. For settlement of any dispute or arbitration proceedings relating to this contract, the parties will be governed by Indian Laws and submit to the exclusive jurisdiction of the Courts at (Mumbai).