

**ANNEXURE TO PURCHASE ORDER**  
**Standard Terms & Conditions of Purchase Orders**

**PREAMBLE:**

Each Purchase Order placed by the Buyer for Goods and/ or Services, is subject to these Standard Terms & Conditions of Purchase Order (“**STCPO**”), which read along with the Purchase Order shall be considered a contract between the Buyer and the Supplier. In the event the Parties also enter into definitive commercial agreement(s) for the goods covered under the Purchase Order, the said Purchase Order shall be subject to such definitive commercial agreement(s). Supplier shall be deemed to have agreed to be bound by this STCPO by accepting the Purchase Order, by supplying the Goods, and/ or by providing the Services thereof. For clarity, in the event of any conflict between the terms of the definitive commercial agreement(s) and this STCPO, the terms of the definitive commercial agreement(s) shall apply. This STCPO shall be deemed to be an integral part of the Purchase Order unless the contrary is agreed to between the Parties mutually and in writing.

1. **Definitions:**

- a. “**Affiliate**” means a person that controls, is controlled by, or is under common control with the Buyer. As used in this definition, the term “control” means with respect to a person that is a corporation, the ownership, directly or indirectly (through one or more entities), of more than 50 per cent voting securities of such person and, with respect to a person that is not a corporation, or the power to direct the management or the significant policies of such person whether by operation of law, by contract or by ownership or otherwise or having direct or indirect control of the day to day management of an entity in any manner whatsoever.
- b. “**Buyer**” means such entity as indicated on the face page of the Purchase Order that is contracting with the Supplier for the purchase and/ or sale of Goods and/ or Services, as applicable.
- c. “**Deliverables**” shall mean the Goods and/ or Services, as may be applicable in context thereof.
- d. “**Delivery Date**” means the date of delivery for Goods and/ or performance of Services as specified in the Purchase Order.
- e. “**Delivery Point**” means the location identified by the Buyer in the Purchase Order where the Supplier is to deliver Goods and/ or provide the Services, or such other delivery area or point which is specified in writing by the Buyer.
- f. “**Goods**” means the goods that are required to be delivered by the Supplier pursuant to the applicable Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
- g. “**Intellectual Property**” means and includes patents, proprietary business and technical information, know-how, data, inventions, invention disclosures, drawings, processes, materials, compositions, manufacturing procedures, formulations, computer software (including source and object code), patent applications and trade secrets, copyrights, trademarks, trade names, service marks, service names, trade dress, logos and corporate names, together with goodwill associated therewith and including all translations, adaptations, combinations and derivations and registrations and applications for registration for each of the foregoing and the like in any country.
- h. “**Party**” means either the Buyer or the Supplier individually, which collectively shall mean “**Parties**”.
- i. “**Price/ Fees**” means price for the Goods or the fees for the Services or both as set out in the applicable Purchase Order.
- j. “**Purchase Order**” means the purchase order or work order raised by the Buyer on the Supplier for availing the Services and/ or purchase of Goods , to which these STCPO are deemed to be incorporated into, by reference.
- k. “**Services**” means any services to be provided by the Supplier to the Buyer pursuant to the applicable Purchase Order.
- l. “**Specifications**” means the requirements, attributes and specifications for the Goods and/ or the Services that are set out in the applicable Purchase Order, including; (a) documentation published/ provided by the Supplier relating to the Goods and/ or the Services; (b) operational and technical features and functionality of the Goods and/ or the Services; (c) standards or levels of service performance for the Services; and (d) the Buyer’s business requirements that are expressly set out in the Purchase Order.
- m. “**Supplier**” means the contracting Party supplying the Goods and/ or owner and/ or providing the Services to the Buyer, as the manufacturer and/ or owner in case of Goods, and/ or as may be more particularly indicated on the face page of the Purchase Order.

## 2. Delivery of Goods and/ or Services.

- a. The Supplier agrees to supply and deliver the Goods to the Buyer and/ or to perform the Services for the Buyer, as applicable, on the terms set out in the Purchase Order including quantity, timelines, deliverables, etc. or otherwise as per the Buyer's requirements. Under no circumstance any change in the Goods or Services, as ordered, will be accepted, unless specifically agreed in writing.
- b. The Supplier shall supply the Goods from fresh batch/ lot and preferably from one batch or minimum batches and each batch should bear label with the details like name of material, batch no., manufacturing date, expiry date, manufacturer's site name and address, etc.
- c. The Supplier shall, at its own expense, pack, load, and deliver the Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to the Supplier by the Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by the Buyer. Consignment for two different Purchase Orders should not be clubbed together by the Supplier.
- d. Time is of the essence with respect to delivery of the Goods and performance of the Services. The Goods shall be delivered and/ or the Services performed by the applicable Delivery Date. The Supplier must immediately notify the Buyer if the Supplier is likely to be unable to meet the Delivery Date. At any time prior to the Delivery Date, the Buyer may, upon notice to the Supplier, cancel or change the Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of the Buyer or due to failure of the Supplier to comply with the terms of the Purchase Order, without any charges or consequences of any kind to the Buyer. .
- e. Title and risk of loss or damage shall pass to the Buyer upon receipt of the Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. The Supplier shall obtain insurance while the Goods are in transit from the Supplier to the Delivery Point.
- f. The Supplier shall follow all instructions of the Buyer and cooperate with the Buyer's customs broker as directed by the Buyer (including by

providing requested shipping documentation) with respect to all the Goods that originate from sources or suppliers based outside India.

## 3. Inspection; Acceptance and Rejection.

- a. All shipments of the Goods and/ or performance of the Services shall be subject to the Buyer's right of inspection. The Buyer shall have **ninety (90) days** (the "**Inspection Period**") following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection the Buyer shall either accept the Goods and/ or the Services ("**Acceptance**") or reject them. The Buyer shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, the Buyer shall have the right to reject any Goods and/ or Services that are not in conformance with the Specifications or any term of the Purchase Order. Transfer of title to the Buyer of the Goods shall not constitute the Buyer's Acceptance of those Goods. The Buyer shall provide the Supplier within the Inspection Period notice of any Goods and/ or Services that are rejected, together with the reasons for such rejection. If the Buyer does not provide the Supplier with any notice of rejection within the Inspection Period, then the Buyer will be deemed to have provided Acceptance of such Goods and/ or Services. The Buyer's inspection, testing, or Acceptance or use of the Goods and/ or the Services hereunder shall not limit or otherwise affect the Supplier's representations and warranties hereunder with respect to the Goods and/ or the Services, and such representations and warranties shall survive inspection, test, Acceptance and use of the Goods and/ or the Services.
- b. The Buyer shall be entitled to return the rejected Goods to the Supplier at the Supplier's expense and risk of loss for, at the Buyer's option, either:
  - (i) full credit or refund of all amounts paid by the Buyer to the Supplier for the rejected Goods; or
  - (ii) replacement Goods to be received within the time period specified by the Buyer. Title to rejected Goods that are returned to the Supplier shall transfer to the Supplier upon such delivery and such Goods shall not be replaced by the Supplier except upon written instructions from the Buyer. The Supplier shall not deliver the Goods that were previously rejected on grounds of non-compliance with the Purchase Order, unless delivery of such Goods is approved in

advance by the Buyer, and is accompanied by a written disclosure of the Buyer's prior rejection(s). The Supplier agrees to accept the Goods which are returned, at the Supplier's risk and expenses at full invoice price, plus transportation charges and to replace the defective Goods and/ or Services as the Buyer deems necessary. The Supplier will reimburse the Buyer for all reasonable expenses that result from any rejection or, correction of the defective Goods and/ or Services.

4. **Price/ Payment Terms.** The Price/ Fees for the Goods and/ or the Services, as applicable, will be set out in the applicable Purchase Order. Any increase in the Price/ Fees or any charges not expressly set out in the Purchase Order shall not be effective unless expressly agreed to in advance in writing by the Buyer. The Supplier will issue invoice, packing list and other related documents along with the consignment. All invoices raised by the Supplier must meet the Buyer's requirements, and at a minimum shall reference the applicable Purchase Order. The Buyer will pay the undisputed portion of properly rendered invoices within sixty (60) days from the date of receipt of the invoice or the Delivery Date, whichever is later. The Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the Parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of the Purchase Order nor shall any interest be charged on such amounts. Notwithstanding the foregoing, the Buyer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.
5. **Taxes.** Unless otherwise stated in the Purchase Order, all prices or other payments stated in the Purchase Order are inclusive of all taxes, including Goods & Services Tax (GST). The Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). The Buyer will pay all applicable taxes to the Supplier when the applicable invoice is due. The Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws and file necessary returns within the stipulated time. Notwithstanding any other provision of this Purchase Order, the Buyer may withhold, from all amounts payable to the Supplier, all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws. If the Supplier is duly registered under the applicable Goods and Services Tax Laws (GST Laws), then the Supplier shall comply with all the applicable GST Laws for the supply of the Goods and/ or the Services made by them to the Buyer. The Buyer shall be under no obligation to, intimate any such non-compliance (whether or not observed) to the Supplier, where the Buyer is unable to claim 'input tax credit' for such Goods and/ or Services. If the Supplier defaults in compliance, the Supplier undertakes to immediately take all corrective action, within the applicable statutory, time limit, to enable the Buyer to claim the input tax credit and to immediately inform the Buyer, in writing, of the completion of such corrective action, failing which, the Buyer shall, in addition to all its other rights and remedies at law and equity, be entitled to deduct and/ or claim any and all amounts equivalent to such loss of input tax credit, including any and all losses due to penalties and interest, if any.
6. **Legal Compliance.** In carrying out its obligations under the Purchase Order, including performance of the Services, the Supplier shall at all times comply with all applicable laws including all foreign or domestic laws whether central, state and municipal laws, regulations, standards, and codes including labour laws, data protection laws as may be applicable from time to time. The Supplier shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and/ or perform the Services.
7. **Warranties.**
  - a. **Goods Warranties.** The Supplier warrants to the Buyer that, all the Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) free from defects in design, material and workmanship; (iv) in strict compliance with the Specifications; (v) free from any liens or encumbrances on title whatsoever; (vi) in conformance with any samples provided to Buyer; and (vii) compliant with all applicable state, central and municipal laws, regulations, standards, and codes (viii) in compliance with the applicable laws .
  - b. **Service Warranties.** Supplier represents and warrants to perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under the Purchase Order; (ii) in accordance with all Specifications and all of the Buyer's policies, guidelines, by-laws and codes of

- conduct applicable to the Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. The Buyer may object to any of the Supplier's personnel engaged in the performance of the Services who, in the reasonable opinion of the Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, and shall not re-employ the removed person in connection with the Services without the prior written consent of the Buyer.
- c. **Intellectual Property Representation Warranty.** The Supplier further represents and warrants to the Buyer that the performance hereof by the Supplier and all the Goods and/ or the Services (including any deliverables) do not and at all times will not be in violation of or infringe any Intellectual Property rights of any person.
- d. **Manufacturer Warranties.** The Supplier shall assign to the Buyer all manufacturer's warranties for the Goods not manufactured by or for the Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to the Buyer.
8. **Warranty Remedies.**
- a. In the event of breach of any of the representations and/ or warranties, and without prejudice to any other right or remedy/(ies) available to the Buyer (including the Buyer's indemnification rights hereunder), the Supplier will, at the Buyer's option and the Supplier's expense, refund the Price/ Fees for, or correct or replace the affected Goods, or re-perform the affected Services, within 15 day(s) after notice by the Buyer to the Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods and/ or the Services, transport the Goods from the Buyer to the Supplier, and return shipment to the Buyer, and costs resulting from supply chain interruptions, will be borne by the Supplier. The representations and warranties will continue as to the corrected or replaced Goods and/ or Services too. Any commitments, confirmations, warranties, representations, timelines, etc. given by the representatives of the Supplier to the representatives of the Buyer by way of email communications during the negotiations of the Purchase Orders or thereafter, shall also be binding representations and warranties of the Supplier in respect of the Goods and/ or Services.
- b. In the event that any Goods provided by the Supplier to the Buyer are subject to a claim or allegation of infringement of Intellectual Property rights of any person, the Supplier shall, at its own option and expense, without prejudice to any other right or remedy of the Buyer (including Buyer's indemnification rights hereunder), promptly provide the Buyer with a commercially reasonable alternative, including the procurement for the Buyer of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to the Buyer, or the modification of such Goods (without affecting functionality) to render them non-infringing.
9. **Packaging and Shipping.** The Supplier shall be responsible for packing, loading and shipping the Goods in accordance with any specifications as stated in the Purchase Order or otherwise stated by the Buyer. If there are no specifications mentioned by the Buyer, the Supplier shall be responsible for the packaging, loading and shipping of the Goods in a manner prudent to avoid any damage to the Goods, and in accordance with applicable law.
10. **Intellectual Property Rights.** All Intellectual Property rights in and to the Deliverables provided by the Supplier shall vest in the Buyer free and clear of all liens and encumbrances on receipt of payment by the Supplier for the Goods and/ or the Services, as may be applicable, unless otherwise agreed. To the extent that any Goods and/ or Services contain any Intellectual Property of the Supplier, the Supplier hereby grants to the Buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such Intellectual Property as part of the Goods and/ or the Services. The Supplier agrees to provide to the Buyer all assistance reasonably requested by the Buyer to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in the Buyer, its successors and/ or its assigns.
11. **Confidentiality.** The Supplier shall safeguard and keep confidential any and all information relating to the Purchase Order and/ or the Buyer accessed or obtained by it or provided to it by the Buyer in connection herewith or the Purchase Order, and shall

use such information only for the purposes of carrying out its obligations under the Purchase Order. This obligation of confidential and non-use obligation shall survive the term hereof.

12. **Insider Trading.** The Supplier hereby acknowledges that; (i) the Buyer and/ or its Affiliate(s) are publicly traded listed entities in India and any trading in securities of a publicly traded listed entity is subject to Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time and detailed at [www.sebi.gov.in](http://www.sebi.gov.in) (“**SEBI Regulations**”); (ii) under this Purchase Order, the Supplier and/ or its representatives may come into possession of any unpublished price sensitive information of the Buyer and/ or its Affiliate(s) (“**UPSI**”); and (iii) any trading by the Supplier and its representatives who are in possession of any UPSI, in the securities of the Buyer and/ or its Affiliate(s) while in possession of any UPSI, and/ or disclosure of such UPSI to any third person by the Supplier and/ or by such representatives of the Supplier, is prohibited under SEBI Regulations.
13. **Insurance.** The Supplier represents and warrants to the Buyer that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to the Goods and/ or the Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors’ equipment insurance, and automobile liability insurance). The Supplier will promptly deliver to the Buyer, as and when requested, written proof of such insurance. If requested, the Buyer will be named as an additional insured under any such policies. If requested by the Buyer, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under the Purchase Order, without the insurer providing at least 30 days prior written notice to the Buyer.
14. **Indemnities.** The Supplier shall indemnify, defend and hold harmless the Buyer, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the “**Buyer Indemnified Parties**”) from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities suffered by or brought against or incurred by the Buyer Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods and/ or the Services, or from the failure of the Goods and/ or the Services to comply with the warranties hereunder; (b) any claim that the Goods and/ or the Services infringe or violate the Intellectual Property rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission on the part of Supplier or any of its Affiliates, directors, employees, consultants, agents or subcontractors; (d) the Supplier’s or any of its Affiliates, directors, employees, consultants, agents or subcontractors’ breach of any of its obligations under the Purchase Order; or (e) any liens or encumbrances relating to any Goods and/ or Services provided hereof.
15. **Independent Contractors.** The Supplier will perform its obligations under the Purchase Order as an independent contractor and in no way will the Supplier or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of the Buyer. The Supplier and its employees will have no authority to represent the Buyer or its Affiliates or bind the Buyer or its Affiliates in any way, and neither the Supplier nor its employees will hold themselves out as having authority to act for the Buyer or its Affiliates.
16. **Severability.** If any provision of the Purchase Order is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.
17. **Waiver.** No waiver of any provision of the Purchase Order shall be enforceable against that Party unless it is in writing and signed by the Parties.
18. **Force Majeure.** The Buyer shall not be considered in default of the performance of any obligations hereunder to the extent that the performance of such obligation is prevented or delayed, in whole or in part, by reasons beyond its reasonable control including acts of God, natural disaster, pandemic, epidemic, lockdown, etc. (“**Force Majeure**”), in which event, the performance of such obligation shall be postponed for as long as is made necessary by the event of Force Majeure. If the Force Majeure event continues for period of 30 day or more, the Buyer shall have a right to terminate the Purchase Order immediately and notify the same to the Supplier.
19. **Assignment.** The Supplier may not assign or subcontract the Purchase Order, in whole or in part, without the Buyer’s prior written consent. The Purchase Order shall enure to the benefit of and be binding upon the Parties and their respective legal representatives, heirs, executors, administrators, assigns or successors.

20. **Survival.** Any provision of the Purchase Order which expressly or by implication from its nature is intended to survive the termination or completion of the Purchase Order will continue in full force and effect after any termination, expiry or completion of the Purchase Order.
21. **Governing Law. & Jurisdiction:** The Purchase Order and these STCPO shall be governed by the laws of India without regard to the United Nations Convention on Contracts for the International Sale of Goods or conflict of law principles.
22. **Dispute Resolution:** Any dispute arising out of or in connection with the Purchase Order or STCPO shall be referred to and finally resolved by arbitration by a sole arbitrator, appointed in accordance with the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Ahmedabad, India. The language to be used in the arbitration shall be English. The arbitral award shall be final and binding on the Parties. Subject to the arbitration provisions referred to above, the courts of Ahmedabad, India shall have exclusive jurisdiction.
23. **Entire Agreement.** The Purchase Order read with this this STCPO constitutes the entire agreement between the Parties in regard to the subject matter and all prior written or oral communications, representations, agreements and understanding either vide email or otherwise shall not be applicable. These STCPO are in addition to the instructions and specifications on the Purchase Order. All amendments to these STCPO must be agreed to in writing by the Buyer.