1. PURPOSE:

These terms and condition are standard in nature and describes Vendor's/ Supplier's obligations for supply of goods or services to SGD Pharma India Private Limited.
When to use: These Terms and Condition can be used at the time of purchase or procurement of goods and/or services from suppliers or vendors by SGD Pharma India Private Limited.

2. GENERAL PROVISIONS:

The present General Purchasing Terms and Conditions will govern the purchase orders for products and/or services placed by the Purchaser (i.e. SGD Pharma India Private Limited #) to the Supplier, subject to what is specified in the special conditions placed by the Purchaser which override the present General Purchasing Terms and Conditions.

i. The Purchaser's order has to be in written and must be accepted by the Supplier with a written acknowledgment, indeed taking the unconditional acceptance of these General Purchasing Terms, by the Supplier.
ii. Without acknowledgement of receipt by the Supplier of the Purchaser's order, the order will be considered as irrevocably accepted by the Supplier in all its provisions.
iii. The Purchaser may cancel the order if the Supplier has not confirmed acceptance of the order in writing within 7 days of receipt. If, the terms of the confirmation vary from the terms of the order, the Purchaser is only bound thereby if it agrees to such variation in writing.
iv. The present General Purchasing Terms precede over earlier notified General Terms and Conditions of the Purchaser, if any, and precede over the Supplier's General Terms and Conditions.

3. NON-ASSIGNMENT:

Supplier shall not assign or delegate its rights or obligations under the Purchase Order without Purchaser's prior written consent.

4. SUBCONTRACTING:

i. The Supplier/Service Provider shall not subcontract to third parties the execution, in whole or in part, of orders, except in case of prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel this order in whole or in part and claim damages.
ii. Subcontractors, accepted by the Purchaser, are in all circumstances placed under the authority and responsibility of the Supplier.
iii. The Purchaser shall not unreasonably withhold any such decisions affecting the Supplier's performance.
iv. The request of approval application form made by the Supplier shall be accompanied by the outsourcing contracts agreement, including payment terms proposed by the subcontractors.

5. JOB WORK:

i. Material provided by the Purchaser remains the property of the Purchaser and is to be stored, labelled and administered separately at no cost to the Purchaser. Their use is limited to the orders of the Purchaser only.
ii. The Supplier shall supply replacements in the event of reduction of value or loss, for which Supplier is responsible, even in the event of simple negligence. This also applies to the transfer of allocated material.
iii. Any processing or transformation of the material shall take place for the Purchaser. The Purchaser shall immediately become owner of the new or transformed product. Should this be impossible for legal reasons, the Purchaser and Supplier hereby agree that the Purchaser shall be the owner of the new product at all times during the processing or transformation. The Supplier shall keep the new product safe for the Purchaser at no extra cost and in so doing exercise the duty of care of a merchant.
iv. Any products which would be entrusted to the Supplier(s) for the performance of its mission will be under its physical and legal custody for the duration thereof. The Supplier(s) will therefore be liable for any shortage, damage or break, and more generally of any damage to products entrusted to him, whatever the cause, as well as any damage caused to its staff.

6. ENVIRONMENT, HEALTH AND SAFETY (#EHS") (THIS CLAUSE SHALL BE APPLICABLE ONLY TO SITE SUPPLIERS/CONTRACTORS WHO ARE SUPPLYING THE PRODUCTS AND PERFORMING SITE SERVICES OR WHO ARE PERFORMING SITE SERVICES ONLY AT PURCHASER'S SITE OR PURCHASER'S CUSTOMER SITE, OR BOTH):

i. The Supplier shall:

a. Give the highest regard to EHS to avoid any injury to any person and damage to any property;
b. Ensure that the management of EHS is an integral and visible part of its work planning and execution processes;
c. Strive for continuous improvement of its EHS performance;
d. Obtain Purchaser's Corporate EHS Policy or any amendment thereof, understand and implement the applicable content of this policy;
e. Follow all applicable requirements of Purchaser's Corporate EHS policy;
f. Monitor and evaluate its safety performance to effectively take such actions as appropriate to rectify or improve its overall safety performance;
g. Ensure that it complies with all applicable EHS laws and any EHS requirements of the Purchaser in force from time to time.
h. Ensure Purchaser produces a safety and health documentation for the site (Occupational Safety Plan) and provides Supplier with a copy of the Occupational Safety Plan, Supplier shall confirm receipt thereof in writing and comply with the regulations contained therein. The same shall apply to updates of the Occupational Safety Plan which Purchaser may produce as it deems necessary. Supplier shall ensure that its direct and indirect subcontractors employed to perform the Works, commit themselves to the Occupational Safety Plan and its updates. The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site including personnel, Purchaser's personnel and visitors.

ii. Specific Requirements for sites:

Without limiting the foregoing, Supplier shall, when working on Purchaser's or project sites:
a. Ensure that hazardous materials, including those it is required to handle, are collected, stored, disposed of or recycled in an environmentally sound manner.
b. Prior to starting work, medical fitness of the workmen is considered and Supplier will ensure all of its employees and contractors attend site specific safety inductions and discuss and clarify with the Purchaser, its Employee Health and Safety policy (EHSP) and requirements;
c. Ensure that a system of safety work permit is followed as per SGD norms.
d. Ensure that necessary Personal Protective Equipment (#PPE") is provided and used appropriately including without limitation safety shoes, helmets, eye and hearing protection together with safety equipment;
e. Ensure all PPE complies with Indian Standards (IS) and Purchaser's EHS requirements;
f. The supplier shall ensure that the Personnel make use of the personal safety equipment and that such equipment is maintained in good working order at all times.
g. Ensure safe access and egress to the site;
h. Ensure that all vehicles used for transportation & material handling equipment are fit for use and have valid certifications. Operators of vehicles and machines have valid licenses, are properly trained & experienced and follow traffic rules at all times when its vehicles are on Purchaser's premises;
i. Display necessary safety signage and barricades at the workplace and
j. Appoint competent and experienced persons at the Purchaser's or its customer's premises, who are trained for fire fighting, safety in their job and make their training record available to Purchaser immediately upon request and take part in safety discussions regularly arranged by purchaser.
k. Establish and maintain a casualty and emergency response plan to deal with unforeseen events, such as but not limited to fire and explosion and carry out periodic drills with the involvement of its relevant employees;
l. In case of an incident leading to a) the death of any Personnel or b) a severe injury involving more than one day of incapacity of any Personnel or c) more than three workers being brought to hospital, Supplier shall, without undue delay, 1) execute a root cause analysis of the incident, 2) determine appropriate measures to exclude similar incidents in the future, 3) define time periods for the measures to be implemented and 4) provide Purchaser with a written report on the root cause, the measures determined and the time periods defined. Supplier shall also inform the applicable legal authorities. Supplier shall support any additional investigation conducted by the Purchaser or any other statutory authority.

iii. Non-Compliance of EHS

a. The Supplier acknowledges and agrees that the Purchaser places great importance on EHS and has zero tolerance for any non-compliance with the Purchaser's EHS requirements including without limitation any breach of the requirements of this clause.
b. Supplier shall regularly monitor compliance with statutory and contractual EHS provisions by performing safety tours on the site. In due time before a safety tour, Supplier shall invite Purchaser to participate in the tour. In case Supplier discovers non-compliance with EHS provisions, it shall restore compliance without undue delay.
c. Upon Purchaser's request, Supplier shall grant Purchaser access to all documents related to health and safety connected with the Works.
d. The rights of the Purchaser under this clause are in addition to all other rights and remedy of the Purchaser.
e. Without limiting any other rights, the Purchaser may have right to suspend the Supplier immediately or terminate the Agreement for any violation of EHS requirements.
f. Purchaser reserves the right to bar any Personnel from the site for security, health and safety reasons.

7. RIGHT TO AUDIT

i. The Purchaser has a right to conduct Quality and Technical Audit considering the technical specification of the Product to be ordered and/or to ascertain the capabilities of the Supplier to manufacture the same.
ii. Supplier agrees to participate in Purchaser's supplier Quality and Technical Audit and to comply with all quality requirements and procedures specified by the Purchaser and any revision thereof. In addition, Purchaser shall have the right to enter Supplier's facility at reasonable times to inspect the facility, goods, materials and any property of Purchaser covered by its contract. Purchaser's inspection of the Products whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished Products.
iii. The Purchaser, at its expense, has the right to enter onto Supplier's premises to review and/or audit the appropriate records, including the administrative procedures of Supplier, to substantiate the charges invoiced under this contract. Supplier will preserve all pertinent documents for the purpose of auditing; charges invoiced by Supplier for a period of three (3) years after final payment. Supplier further agrees to cooperate fully with Purchaser with all reasonable requests of Purchaser during review(s) or audit(s) and agrees that such audit may be used as a basis for settlement of disputes which might arise regarding payments under this contract.
iv. Where Supplier utilizes the services of third parties, Supplier must include in its contracts with such third parties a #right to audit" clause with terms and conditions similar to those set out in this paragraph.

8. SERVICES:

The Supplier shall not accept an order unless he complies with the technical specifications/requirements as disclosed to them or mentioned in tender/contract, while placing bid for the order. Further, the Supplier will adhere the applicable environment and labor laws as applicable on them, while executing the order and provides to the Purchaser the documentation regarding the performance of those legal obligations accompanying the order's acknowledgment.
ii. The Supplier should perform the services ordered in accordance with the present provisions, the applicable laws and regulations particularly in the areas of environment, hygiene, health, safety laws and regulations and working conditions.
iii. The Supplier will solely be responsible for the proper performance of its services on one hand, the necessary means and materials and on a second hand, the staff under his responsibility and command, which it guarantees the competences.

9. ORDER'S MODIFICATION:

i. The Purchaser reserves the right to request to the Supplier, to modify the drawing or technical specification or to otherwise change the scope of the work covered by the order.
ii. The Purchaser reserves the right to modify the delivery order and shipment schedule, prior to delivery, without any compensation for the Supplier.
iii. Any request of modification regarding the order must be notified by the Purchaser to the Supplier, in writing. As soon as possible following the notification's receipt of the Purchaser's request, the Supplier shall notify the Purchaser in writing of the consequences of the inclusion of this modification and in particular, regarding the financial costs and delays of delivery.
iv. In case of impossibility to find an agreement between the parties regarding the impact of this requested modification, the Purchaser may require the Supplier or the execution of the order at its initial conditions or terminate the said initial order in writing (e.g. e-mail, speed post, etc) with acknowledgment of receipt and that, without any Purchaser's liability and any compensation because of termination for the Supplier.

10. DELIVERY:

i. Delivery delays

a. The place and time of delivery and/or performance of products and services specified in the order are mandatory. Delivery time is of the essence of this order and must be strictly adhered to.
b. If the Supplier fails to deliver the Products or Services in time, the Purchaser may, at its sole discretion treat the order as cancelled at any time and recover any loss or damage from the Supplier.
c. Any delay in delivery and/or performance of products and services will be automatically and without prior notice subject to a penalty for delay in discharge equal to 0.5% of the total order value excl. taxes per calendar day of delay, within the limit of 10% of the net amount of the order, without prejudice to the provisions of Article 18 "TERMINATION" below.
d. For the purpose of establishing the timeliness for deliveries involving installation, commissioning or rectification services, the relevant point in time shall be the date of acceptance

ii. Documents

a. Each delivery must be accompanied by a delivery note which shall include the number of the purchase order, the total quantity supplied, the number of packages delivered with accuracy of the number and type of items per package, the net and gross weights and any documents relating to the products such as: safety data sheets, technical manuals and plans, installation and instruction manuals, certificates of conformity precautions.
b. Further, the Supplier will also send the necessary documents as applicable under Various Tax Laws (e.g. Excise, Custom and Sales Tax etc..) in force, along with the shipment to enable the purchaser to take duty credit (if applicable) and identify the Supplier. The Bills and invoices shall be made out and sent in duplicate clearly indicating the purchase order number, date and description of the consignment and shall be sent to the Manager Purchase, SGD Pharma India Private Limited, Vemula Village, Moosapet Mandal, Mahabubnager District, PIN : 509380, Telangana State, India.
c. Each consignment shall relate to one purchase order only, unless otherwise advised or agreed by the Purchaser.
d. The Purchaser has the right to retain payment to Supplier (in part or in full) till such time that the Supplier has not satisfied the Purchaser with adequate documentary evidence establishing that the Supplier has complied with the requirements of GST (Goods and Services Tax) and no credit, refund or other benefit should be denied to the Purchaser or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier. On submission of satisfactory evidence, the payment (in part or in full as retained) should be released to the Supplier.

iii. PACKAGING:

a. All railway receipts / goods consignments notes / delivery challans shall be made out in the name of the Purchaser and not in personal names or to self except from the negotiation of the documents through bank. Any expenses incurred for taking delivery of the consignment dispatched in a manner otherwise than stipulated above will be recovered from the Supplier.
b. All packages shall be boldly and clearly marked on the outside of the package with the purchase order number and date.
c. No additional changes will be allowed for packing, forwarding and transport unless so stipulated, it being distinctly understood that the prices shall be FOR Registered Office of the Company.
d. Damages to any Products/materials for want or lack of proper packing without ensuring the protection to goods will be at the risk of the Suppliers.
e. Products dispatched by VPP or documents presented through bank against cash will not be accepted unless so agreed upon in writing previously.
f. The Purchaser shall be under no obligation to accept Products received by the Purchaser in excess of the quantity ordered and such Products shall remain at the Purchaser's premises at the Supplier's entire risk.
g. The products are delivered marked and labeled with their packaging, in accordance with the applicable law and regulations in case no specification for packaging are placed by the Purchaser.
h. Products' packaging should be designed to ensure the conservation and the optimum safety of the products, persons and property, given their nature, in normally predictable conditions of handling and transportation.
i. The name of the contents shall be clearly marked on each container; all containers of hazardous Products (and all documents relating thereto) shall bear prominent and adequate warnings.
j. All packaging materials shall be either non-returnable and may be destroyed by the Purchaser or returnable at the Supplier's expense. The Purchaser shall have no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser unless the Supplier shall notify the Purchaser of such non-arrival within 10 working days of receiving notice from the Purchaser that the packages have been dispatched.

11. RESPONSIBILITY - INSURANCES:

i. The Supplier shall ensure the execution of the order in its sole and exclusive responsibility.
ii. The Supplier shall be liable for all damage caused to the Purchaser or any third party, whether such damages are caused by the Supplier or by persons and property under its authority or custody.
iii. The Supplier shall assume all the consequences, direct or indirect, regarding the injuries and damages caused to the Purchaser due to non-performance or improper performance of the order.
iv. The Supplier shall take out any insurance policy required to carry on its business regarding products and/or services it sells, with a reputedly solvent insurance company and shall maintain it throughout the term of the obligations defined in the present general terms.
v. Unless otherwise agreed, the Supplier should be liable for insurance of goods till the Products enter the Purchaser's premises or are delivered at any place specified by the Purchaser. Supplier shall produce the certificate of insurance related to the ordered Products, at the first request of the Purchaser.

12. COMPLIANCE - CONTROL - RECEIPT:

i. Compliance to Specification:

Material shall conform to SGD specifications unless a separate specification is agreed in writing with supplier and must be delivered and dispatched within the stipulated time, as the case may be otherwise the same shall be liable to be rejected and the supplier shall be deemed to have failed to deliver the material in breach of the PO.

ii. Compliance

a. Products and services must comply with the contract specifications and the use to which the Purchaser intended to use them. They also have to meet the quality criteria as well as common standards and laws in force in the delivery country and in the country of the registered office of the Purchaser. In case of conflict between the provisions applicable in the country of delivery and in the country of the registered office of the Purchaser, the most restrictive provision shall apply.
b. The Supplier should maintain, the quality and/or quantity of goods or raw material, within the permissible tolerance limit as specified by the Purchaser in the purchase order or contract.
c. Moreover, in the case of any machine or equipment either acquired or hire under lease by the Purchaser, they must be designed and constructed so that their implementation, their use, adjustment and maintenance, under conditions consistent with their destination, do not expose people to a risk to their safety or health. The Supplier is obliged to advise and inform clearly and accurately the Purchaser about the use of the Products.

iii. Control

a. The Supplier shall establish a quality insurance plan with particular constant, self-control regarding design and execution of all its Products and services in order to ensure their compliance.
b. All products and services provided to the Purchaser shall be subject to measures to ensure their full traceability.

iv. Receipt

a. In case of services, the final acceptance is subject to the establishment by the Purchaser of a taking-over report without any reservations.
b. If the Purchaser finds that Products supplied does not comply with the agreed quality or not according to the specifications required by the Purchaser or are received in damaged or broken condition or otherwise not satisfactory owing to any reason of which the Purchaser shall be the sole judge, the Purchaser shall by written notice to the Supplier reject the Products either partially or wholly. Such notice shall be given one week after the day of delivery of the Products concerned. If the Purchaser rejects any of the Products pursuant to this article, the Purchaser shall be entitled (without prejudice to his other rights and remedies) either:
1. To have the Products concerned as quickly as possible either repaired by the Supplier or (at the option of the Purchaser) replaced by the Supplier with Goods which comply in all respects with the requirements of the Purchase Order;
2. To obtain a refund from the Supplier in respect of the Products concerned; or
3. Buy its requirements for Products in the open market at the risk and cost of the Supplier and recover the loss, if any, suffered by the Supplier.
c. Notwithstanding anything to the contrary, the Purchaser reserves the right to notify the Supplier at any time by all means (fax, email,) poor performance or non-performance by the Supplier of its obligations, or losses, damages or non-compliance of the products observed during unpacking or subsequent checks, even if the relevant bills have been partially or fully paid.
d. Product rejection may be covered by Purchaser inspection report (mentioning due to material defect or otherwise) and loss in Product /Purchase order due to product rejection shall be recovered from Supplier by issuing debit note.
e. If the defective or rejected products returned to a third party as per instruction of original Supplier and any expenses incurred for this shall be recovered from Original Supplier through debit note.
f. If required, the Supplier shall conduct the removal, at its expense, of the rejected Products within 7 Working Days after notification of the refusal; after this period, the Purchaser may organize the products' removal by any means at its convenience at the Supplier's risk and expense.

v. Compliance to applicable regulations:

The supplier shall ensure that no hazardous material have been used in the supplies and the material shall comply with all the applicable regulations like heavy metal, food compliance, USP/EP requirements etc. Supplier shall also provide corresponding compliance statements and technical documentation upon request.

13. WARRANTY:

i. Under the legal guarantee, the Supplier warrants the Purchaser against latent defects which could affect the delivered products or services, making them unsuitable for their use and their destination, under the ordinary law conditions.

ii. Under contractual warranty and without prejudice to the application of legal provisions referred above and the provisions of Article 18 "TERMINATION" below, the Supplier warrants the supplied products and services against design, workmanship or material defects, and against all operational defects of delivered products and services during a period of 12 months from putting into service or 18 months from delivery, whichever shall be the shorter; unless Supplier itself extended the warranty period from the abovementioned. Accordingly, the Supplier shall, particularly during this period, provide at its expense, labor, repairs or replacements of defective products or parts of products that may be required. In case of intervention, the warranty start to run from the replacement date for the same duration as for original parts.

iii. If the Purchaser notifies the Supplier by giving written notice, within such guarantee period or extended guarantee period (if any), of any defect in any of the Products or Machine which arises under proper and normal use, the Supplier shall as quickly as possible remedy such defects (whether by repair or replacement at the option of the Purchaser) without cost to the Purchaser and without prejudice to any other rights or remedies of the Purchaser.

14. OWNERSHIP TRANSFER:

i. The transfer of ownership takes place on the GRN date in case of physical delivery of Products at the Purchaser#s premises or at any place specified by the Purchaser.

ii. Without prior written acceptance by the Purchaser during the delivery, the Supplier shall not oppose to him a retention clause of ownership regarding the delivered goods.

iii. Save as otherwise provided in the Purchase Order, no right, title or interest shall be passed on to the Supplier, in the products/raw materials machines/ tools/ drawings etc., furnished by the Purchaser to the Supplier, for rendering the processing services. The Supplier shall, at no time, contest or challenge the Purchaser#s exclusive rights, title and interest in the said products/ raw materials/ machines/ tools/ drawings etc.

15. ENCUMBRANCE:

The Supplier shall not sell, assign, sub-let, pledge, or otherwise encumber or suffer a lien upon the ordered goods/product/raw materials/ machines tools/ drawings etc. and the Supplier shall undertake to abide by the same.

16. FINANCIAL CONDITIONS:

i. Price

Unless prior written agreement of the Parties, prices do not include tax and are firm and final.

ii. Invoicing

a. Each order will be charged separately. Invoices will be sent in duplicate to the address on the order, once fully delivered.

b. in addition to legal terms, the invoices must include, the Purchase Order no., Supplier code number, challan no. and date, GRN number with date, Excise duty gate pass number with date, the references of the delivery note as well as an indication of any Supplier#s assignment of receivables, whatever their form.

c. The Purchaser reserves the right to refuse billing and delivery of any product that has not been the subject of an order in proper form.

iii. Payment terms

a. Unless otherwise agreed by the Parties in writing, payment terms are Ninety (90) days from the end of the month starting from the issuing date of the Supplier's invoice.

b. Payment will be made by bank transfer only.

c. Any sum due and not paid at the end of this period bear interest at a rate as mutually agreed between the parties.

d. The payment of the interest of late payment intervene upon receipt of a registered letter with acknowledgment of receipt, which is attached to the invoice of interest of late payment.

e. However, these interests won#t apply if the Purchaser#s failure of payment results from a dispute regarding the invoice, a non-conformity of the products and/or services, a Supplier#s contractual breach or a case force majeure.

f. For clearance of outstanding bills a statement showing bills outstanding with Purchaser#s Goods Receipt Document reference shall be sent to Manager (Finance), SGD Pharma India Private Limited indicating the purchase order number and date and description.

g. In case of Imported Goods the Supplier will adhere the applicable FEMA regulations as notified by the Reserve Bank of India from time to time.

h. The Purchaser will obtain balance confirmation from the Supplier as and when required.

iv. Tax clause/Obligation of Supplier:

a. If tax is liable to be charged/ paid at the time of advances under the current indirect regime or on introduction of the Goods and Services Tax (GST), the Supplier should issue appropriate document (i.e. invoice mentioning the GST component applicable on advance) to the Purchaser and deposit the applicable tax as per statutory timelines. Further, the Supplier should furnish such invoice details on the GST portal within statutory timelines for the Purchaser to claim appropriate credits of the same on timely basis.

b. In case any credit, refund or other benefit is denied or delayed to the Purchaser due to any noncompliance by the Supplier (such as failure to upload the details of the sale on the Indirect Tax / GSTN portal, failure to pay Duty/GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier would reimburse the Purchaser the loss to the Purchaser including, but not limited to, the tax loss, interest and penalty.

17. INTELLECTUAL PROPERTY:

i. Supplier confirm and accept that it owns, directly or through agreements dully concluded with third parties, all intellectual property rights, know-how and processes related to the manufacture and use of products and/or to the proper performance of the services ordered by the Purchaser. Therefore, the Supplier warranties the Purchaser against all claims and legal actions committed on this account by a third party.

ii. If a third party claims that the products and/or services supplied by the Supplier under the order placed by the Purchaser, constitute an infringement of its (third party) intellectual property rights, the Purchaser shall notify the Supplier as soon as possible and, at its (purchaser) option, associate himself with the Supplier to defend himself against such claim or ask the Supplier to ensure the Purchaser#s defense.

iii. In both cases, it is expressly agreed that this defense is borne by the Supplier and that it/he will pay all damages, costs and expenses that the Purchaser could be required to assume on the basis of such a claim. The Supplier shall also bear all the financial consequences resulting from the unavailability of the product and/or service in question or the restrictions to which the product and/or service would be submitted.

iv. If such a claim occurs or appears likely, the Supplier shall, within the shortest possible time, or negotiate and compromise with the third party so that the Purchaser can continue to use the product and the service concerned, or proceed to its amendment or replacement with a product or a service that at least is functionally equivalent, all of this, without that the Purchaser bears any load.

v. If none of the above initiatives is reasonably practicable, then the Supplier shall credit the Purchaser of an amount equal to the price paid by Purchaser for the product and/or service concerned, without prejudice to any damages that the Purchaser could enforce against the Supplier.

vi. All creation delivered by the Supplier to the Purchaser is deemed free of any right held by third party(ies) unless otherwise expressly notified. The provision of all creation imply assignment for the benefit of the Purchaser of all the intellectual property rights attached thereto, whatever the medium, regarding any current or future process attached to these creations. The price paid by the Purchaser to the Supplier is accepted by the latter as a perfect lump-sum counterpart covering the entire transferred rights.

vii. The Supplier acknowledges that the Purchaser does not desire to acquire any trade secrets, design, know-how, confidential information, or other intellectual property that the Purchaser may have acquired from or developed for any third party. The Supplier shall not, without the Purchaser's prior consent, use information provided by the Purchaser.

18. TERMINATION:

i. Termination for Breach or Nonperformance; Sale of Assets or change in Control:

a. The Purchaser shall be entitled to cancel all or any part of the Purchase Order, without liability to Supplier, if Supplier:

1. repudiates or breaches any of the terms of this contract, including Supplier#s warranties;
2. fails to perform services or deliver Products as specified by Purchaser;
3. intentionally suppress the facts or misrepresented its technical capabilities; due to which, the order could not be completed in due course;
4. fails to make progress, so as to endanger timely and proper manner completion of services or delivery of products; and does not correct such failure or breach at the earliest after receipt of written notice from Purchaser specifying such failure or breach.

Specifically, in case of Job Work if the contractor After receipt of such a notice, fails to make progress, so as to endanger timely and proper manner completion of services or delivery of products the Supplier shall not process the said products and forthwith hand over all the machines/tools/drawings etc. which are in the Supplier#s custody, along with the product processed by the Supplier and remaining the Supplier#s custody.

However, the Purchaser and the Supplier shall make every effort, in a spirit of constructive cooperation, to mitigate the damaging consequences of this failure.

The supplier shall indemnify the Purchaser for damages and bear such additional expenses incurred by the Purchaser to complete the order by itself or by one or more other suppliers.

b. In addition, Purchaser may cancel the Purchase Order upon giving notice to Supplier, without liability to Supplier, if Supplier:

1. sells, or offers to sell, a material portion of its assets, or
2. is subject to a direct change of ownership of its shares resulting in 50% or more of the issued share capital of the company becoming legally or beneficially the property of a new owner.

ii. For Convenience:

a. In addition to any other rights of Purchaser to terminate this contract, Purchaser may, at its option, immediately cancel all or any part of the Purchase Order, at any time and for any reason, by giving written notice to Supplier. Upon such termination, the entire liability will be at the discretion of the Purchaser.

b. Purchaser shall not be liable for and shall not be required to make payments to Supplier, directly or on account of claims by Supplier#s subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, other costs, charges and expenses, if any, from termination of this contract.

iii. Termination is made without prejudice to any damages that the Purchaser reserves the right to claim.

19. CONFIDENTIALITY:

i. All documents, models, objects, such as including plans, descriptions, notes, drawings, samples, mock-ups, processes, machine prototypes, glassware tooling, characteristics and performance of glass furnaces, or any other price sensitive information either verbal or written delivered to Supplier for the order execution is confidential and may not be used for any purpose other than the execution of the order; they remain at all times the full property of the Purchaser to whom they must be fully returned and without charge, at first request of the Purchaser.

ii. More generally, the Supplier undertakes to treat as confidential any information transmitted to him or to which he has access, directly or indirectly, in the frame of the order execution and until such information is in the public domain.

iii. To ensure the respect of this confidentiality obligation, the Supplier shall only disclose confidential information referred above to those of its employees or subcontractors who necessarily need it in the context of the execution of the order, employees or subcontractors who shall have been warned of strict confidentiality of such information and shall comply with the confidentiality obligations contained herein. The Supplier has to warranty the compliance with this confidentiality clause by all its employees and any of its subcontractors.

iv. If for the contractual work/goods/services the Purchaser furnishes the Supplier with any drawings, dies, discs, documents etc. or these are made by the Supplier himself, the same shall be kept strictly confidential by the Supplier and shall be used by it only for the contractual work.

v. On demand by the Purchaser at any time or on completion of the contractual work, , the Purchaser's drawings, dies etc. shall be returned forthwith by the Supplier to the Purchaser. The Supplier shall under no circumstances, allow the drawings, dies, etc. made for the contractual work to be used by a third party. The Supplier shall also not make supplies of the articles made with the help of these drawings, dies, etc. to any party other than the Purchaser.

20. NO IMPLIED WAIVER:

Failure of either Party to exercise or enforce any right under these general terms and condition upon one or more occasions shall not constitute a waiver of the right to exercise or enforce the same or any other right on another occasion.

21. FORCE MAJEURE:

The Purchaser shall not be liable for non-performance or delays in or failure in performance hereon, its part, if and to the extent caused by occurrences beyond its control, including but not limited to, acts of God, decrees or restraints of Government, strikes, or other labour disturbances, war sabotage, change of law, refusal on the part of any government, government agencies, Bank and other competent authority to grant any necessary permit license or sanction or deciding to revoke or qualify and such permit or in the event of any other supervening clause rendering, performance or further performance of any of the obligations impossible in accordance with the most liberal interpretation of the Sec. 56 of the Indian Contract Act, 1852.

22. INSOLVENCY:

The Purchaser may immediately terminate the Purchase Order without liability to Supplier in any of the following or any other comparable events:

i. insolvency of Supplier;
ii. filing of a voluntary petition in bankruptcy by Supplier;
iii. filing of any involuntary petition in bankruptcy against Supplier;
iv. appointment of a receiver or trustee for Supplier; or
v. execution of an assignment for the benefit of creditors by Supplier,

Provided that, such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Supplier shall reimburse Purchaser for all costs incurred by Purchaser in connection with, any of the foregoing, including, but not limited to, all attorney's or other professional fees.

23. USE OF TRADE REFERENCES:

The Supplier shall not use as a reference the name of the Purchaser or any of its distinctive signs, trademark without prior written approval of the Purchaser, in Supplier's advertising or promotional materials. Approval is delivered on a case by case bases and only after presentation by the Supplier of the supports containing this reference and the full information regarding the dissemination of such supports.

24. INTEGRITY AND ANTI-CORRUPTION:

i. The Supplier must conduct business with honesty and integrity and demonstrate the highest standards of business ethics. The Supplier must not engage in bribery, corruption, or other unethical or illegal practices whether in dealings with government officials (which includes government employees or officers at any level, employees or officers at government-controlled or owned entities, employees or officers of public international organizations, and political officials or candidates or anyone acting on such a person's behalf), political parties or others, including individuals in the private sector. This includes, directly or indirectly, paying, giving, offering, promising, or authorizing money or anything of value to anyone to seek to obtain an undue or improper advantage. This also includes any unethical business activities or arrangements between the Supplier and any Purchaser's employee or any other company or individual.

ii. The Supplier agrees and acknowledges that in carrying out its activities, the Supplier shall comply, and shall cause its affiliates, permitted agents and employees to comply, with all laws and regulations applicable in respect of the activities contemplated by the Purchase Order, including, but not limited to, the U.S. Foreign Corrupt Practices Act (#FCPA"), the U.K. Bribery Act 2010 (#Bribery Act"), and any other laws and regulations relating to any anti-bribery law or regulation applicable.

iii. The Supplier undertakes to carry out the orders entrusted to it in accordance with the principles set out in the SGD Group's Code of Ethics and Conduct and Supplier Code of Conduct available on the SGD Pharma website: [https://www.sgd-pharma.com/media-center](hereinafter referred to as the Codes) of which it acknowledges having knowledge. The Purchaser reserves the right to ensure, through audits or evaluations, that the contents of the Codes are respected. In the event that the Supplier is unable to comply with any of the principles and/or requirements set out in the Codes, or refuses to implement them, the Purchaser reserves the right to terminate all or part of the order concluded with the Supplier for fault and without any right to compensation.

25. SEVERABILITY:

If any of the term(s) of this "General Purchase Terms of Product and/or Services" is nullified of made void by a written statement by the Purchaser, the remaining conditions as far as possible shall remain in full force as applicable.

26. ACCEPTANCE:

Supplier has read and understands this General Purchase Terms of Product and/or Services and agrees that Supplier's written acceptance or commencement of any work or services under this contract shall constitute Supplier's acceptance of these terms and conditions only.

27. CHANGE IN LAW:

Any additional cost or benefit impacting the contract price resulting from a #Change in Law", towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Purchase Order, then the Parties agree to an adjustment to the contract price to reflect the financial impact of such #Change in Law". #Change in law" means occurrence of any of the following event after submission of bid and during the performance of the contract:

i. The enactment of any new Indian law;
ii. The repeal, modification or re-enactment of any existing Indian Law;
iii. The commencement of any Indian Law, which has not entered into effect until the date of award of contract;
iv. A change in the interpretation or application of any Indian law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Bid/Award of contract; or
v. Any change in the rates of any of the taxes that have a direct effect on the agreement."

28. JURISDICTION - APPLICABLE LAW:

i. The General Purchase Terms and Conditions and any Purchase Order rendered to Supplier are subject to all the applicable laws and regulations of India.

ii. This General Purchase Terms and Conditions is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of the Purchaser, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law.

iii. Any action or proceedings by Purchaser against Supplier may be brought by Purchaser in any court(s) having jurisdiction over Supplier or, at Purchaser's option, in the court(s) having jurisdiction over Purchaser's location.

iv. Any actions or proceedings by Supplier against Purchaser may be brought by Supplier only in the Hon'ble High Courts of Andhra Pradesh and Telangana or any of its subordinate Courts.

specification is agreed in writing with supplier and must be delivered and dispatched within the stipulated time, as the case may be otherwise the same shall be liable to be rejected and the supplier shall be deemed to have failed to deliver the material in breach of the PO. the supplies and the material shall comply with all the applicable regulations like heavy metal, food compliance, USP/EP requirements etc. Supplier shall also provide corresponding compliance statements and technical documentation upon request

29. STATUTORY COMPLIANCE - ESI & PF :

The Contractor shall strictly comply with all applicable labour laws, including but not limited to the Employees State Insurance Act, 194Provisions Act, 1952, the Contract Labour (Regulation & Abolition) Act, 1970, and all rules and notifications thereunder.

The Contractor shall obtain and maintain valid registration under ESI and PF authorities, and shall ensure that all manpower engaged under this contract is duly covered under the ESI and PF schemes, irrespectiveof the contract duration or number of workmen deployed.

The Contractor shall deposit both employer's and employee's contributions to ESI and PF within the prescribed timelines and submit to the Company/Principal Employer (a) monthly challans, (b) wageregisters, and (c) statutory returns as proof of compliance. In the event of any default by the Contractor in making contributions under ESI or PF, the Company/Principal Employer shall have the right to deduct equivalent amounts from the Contractor's bills and remit the same directly to the statutory authorities, without prejudice to any other remedies available under law. The Contractor shall indemnify and keep the Company/Principal Employer fully indemnified against any claims, demands, penalties, interest, or liabilities arising out of non-compliance with ESI/PF or any other applicable laws in respect of the manpower engaged by the Contractor.