

## PURCHASE ORDER TERMS & CONDITIONS

**All deliveries to Syngene shall be governed exclusively by the following terms & conditions and no deviation from these conditions, except those expressly accepted in writing, shall be binding on you.**

1. **ACCEPTANCE OF THE ORDER:** The acceptance of this Purchase order shall be communicated in writing within two (2) working days from receipt of this order, failing which it will be deemed as this order has been accepted by you. The terms and conditions of this order shall constitute the complete and exclusive understanding between the Parties and overrides any other terms contained in any other documents issued by the Supplier. Please quote this order number as reference in all documents and the correspondence pertaining to this order.
2. **TAXES:** For all domestic supplies, Taxes are applicable as per the government Rules and Regulations from time to time, which includes applicable Good and Service Tax (GST), Customs duties and similar taxes, ad valorem and imposed by any government authority for the purchase of the materials supplied must paid by the supplier and for which supplier is required by law to collect from Syngene. Supplier shall not collect or remit and Syngene not be liable for, any such taxes if Syngene has provided Supplier with a tax exemption certificate. The duties and taxes are as applicable for clearing the materials at your place as agreed in the order.
  - 2.1 This transaction value to be filed by the supplier through on-line as per GST norms from time to time. This is only applicable for domestic suppliers.
  - 2.2 Applicable GST structure to be followed as per the norms stipulated by Govt. of India for Corporate, Special Economic Zone (SEZ), Export Oriented Unit (EOU) and Domestic Tariff Area (DTA) unit supplies as prevailing on the day of invoicing. This is only applicable for domestic suppliers.
  - 2.3 Supplier has to execute Letter of Under Taking (LUT)/Bond as per GST regulations as applicable from time to time for SEZ units supplies. Since SEZ units are considered as foreign territory, Integrated Goods and Service Tax (IGST) to be at Zero rated.
  - 2.4 Supplies to EOU / DTA / Corporate units, State Goods and Service Tax (SGST) & Central Goods and Service Tax (CGST) are applicable for intra state supplies. IGST is applicable for interstate supplies in India.
3. **DELIVERY:** Incoterms to be followed strictly as per the Order. Deliveries will be accepted on all working days between 9:30 AM and 4:30 PM. If the material is not delivered as per the delivery schedule stipulated in this Order, without notice and without prejudice to other legal rights, Syngene may cancel this Order wholly or in part and get the material from third party suppliers at your cost. In the event of deliverables are delayed beyond agreed timelines, supplier shall liable to pay the damages of one percent (1%) of the order Price for every week of continuing delay, subject to a maximum of ten percent (10%) as penalty.

4. **PRICE:** Price mentioned in the Purchase order will remain firm, till full delivery / completion the order. The supplier shall be invoiced exactly as in this order with agreed ordered currency. Unit rates in the order shall remain unchanged irrespective of the changes in currency value due to market fluctuations.
5. **QUALITY & MATERIAL:** All materials shall be supplied strictly in accordance with Syngene specifications as stipulated in this order and/or separate communication. Syngene reserves the right of not accepting the whole or part of the supply if not found for use due to discrepancies in quality, specifications, weight, dimensions etc., or due to delay or irregular delivery. The rejected materials shall have to be lifted by the supplier from the premises within 15 days from the date of rejection at supplier's risk and expenses and Syngene shall not be responsible for any loss or damages to the same. Syngene will discard the material without any intimation to the supplier after 15 days and Syngene will not be responsible for any claim against the same in future. The shelf life of the material should be not less than 90% on the date of delivery.
6. **CONFIRMITY OF TECHNICAL SPECIFICATION:** Supplier to deliver the materials strictly as per the specification indicated in the order. Any deviations, whatsoever from the said specification are liable to be rejected wholly or partly. However, the supplier has the right at any time, by written order, to make the changes in the designs, specifications, quantity as applicable covered by the Purchase order.
7. **INVOICING:** Need to submit a detailed invoice (3 copies - original for Recipient, duplicate for transporter & Triplicate for supplier in printed format) along with the consignment. Kindly ensure to capture our complete address in full as mentioned in the order. For domestic supplier, invoice shall contain invoice number, date, relevant HSN code, GSTIN, Purchase order Number, Syngene GSTN of receiving plant, LUT number from date & till valid up to date, taxes with relevant GST rates (as applicable) that will enable Syngene to obtain appropriate credit for any taxes charged. Any terms and conditions in the invoices which are conflicting with the terms of the order shall be void. For import consignments, invoice shall contain invoice number, date, purchase order number, HSN code. All taxes and duties are exempted for imports. Consignor address mentioned in the Purchase order should match with the invoice address.
8. **DOCUMENT REQUIREMENT:** Materials will be accepted with necessary documents such as Invoice, Packing List, Certificate of Analysis, Certificate of origin, Bill of lading, Airway bill, TSE/BSE, Method of Analysis, Route of Synthesis, Instruction manual, Test certificates, Calibration certificates, Qualification documents, Fumigation certificate, MSDS, Animal health Certificate for supply of animals and tank cleaning certificates for bulk solvents and fuels as applicable.
9. **PACKING:** Materials should be packed with transport worthy, appropriate packing material to avoid physical damage during transit. If the material is packed in wooden box, Phytosanitary certificate must be provided along with other documents at the time of delivery.

- 10. GATE ENTRY:** Material delivery at Syngene premises will be accepted from Monday to Friday (working days) between 9:30 AM and 4:30 PM. In case of any urgency for material delivery vendor need to take prior permission from the concerned Syngene supply chain management employees. The transporter should carry the original documents mentioned in clause no:7 & 8 as applicable. The driver should carry Vehicle Registration copy, Driver Licence with validity, emission test certificate, FC certificate, Vehicle insurance certificate, Flame/Spark arresters, tyre chokes and necessary PPEs.

The transporter should enter only through material gate by submitting all the above necessary documents to get “Gate Entry” at Security office. After security clearance with Gate entry in the documents, the transporter to get the “passed in” entry in SEZ office. The materials to be delivered to the respective stores as mentioned in the purchase order and get the acknowledgement from respective stores in the duplicate / triplicate copy of invoice.
- 11. PAYMENT:** Syngene will make the payment as per the agreed terms on receipt of valid invoice. If the materials are not delivered in accordance with the order and invoice, the corresponding payments shall not be effected until the discrepancy is resolved. Receipt of materials does not constitute acceptance thereof by us. Materials will be accepted only after the approval by Syngene quality assurance department as applicable.
- 12. CONFIDENTIALITY:** All the orders placed by Syngene and drawings, documents, specifications, know how etc., given in pursuance of the order are strictly confidential. Supplier hereby undertakes to treat this order as confidential with respect to all information obtained from Syngene through discussions or negotiations prior to the order being placed or acquired in the performance of the order, and will not divulge such information to any person (except to its own employees on need to know basis) and will use such information solely in connection with performing its obligations under this order. Without prejudice to any other legal and equitable remedies, including damages, Syngene shall have the right to seek injunctive relief and/or specific performance for breach of confidentiality. The supplier shall not publish or cause to be published, any details of this order without Syngene’s previous written consent.
- 13. DISCLOSURE OF INFORMATION:** The supplier agrees to share details whether in written, electronic or visual form pertaining to technical details, specifications and such other information as is required to supply the materials usable for the purposes intended. The supplier shall obtain the prior written consent from Syngene, in the event of change in which likely to have an impact on the regulatory filing subject to the confidentiality obligations. The supplier agrees to provide the Syngene with the details of changes upon request and agrees to support Syngene and its affiliates in the event of any litigation.
- 14. INTELLECTUAL PROPERTY:** All materials delivered by supplier pursuant to the order shall, always, be and remain the sole and exclusive property of Syngene. Supplier hereby grants to Syngene a nonexclusive, perpetual, fully paid up license to use all intellectual property rights in the materials which enables routine operation, maintenance and repair of the materials, including any controlling software, with a right to transfer the license to a new owner of the materials. Supplier warrants that the materials supplied here under, does not infringe any third party intellectual property rights.

15. **GURANTEE & WARRANTY:** Supplier warrants that all materials supplied to Syngene because of this order shall conform strictly to the specifications, drawings specified and all relevant cGMP regulations and would be fit and sufficient for the purpose and use intended and free from defects in material or workmanship. Warranty shall survive inspection, testing, acceptance and use by Syngene. Warranty shall be for a minimum period of eighteen (18) months from the date of delivery, twelve (12) months from the date of installation or commissioning (as applicable) of the materials or such other longer period as may be agreed between the parties. Supplier's warranty shall continue to be in effect to Syngene, its successors, assigns and customers and users or beneficiaries of the materials. The supplier agrees to comply with all applicable laws and adhere to ethical business practices
  
16. **RECTIFICATION OF DEFECTS:** Supplier shall within forty-eight (48) hours or such other mutually agreed period from delivery, installation or commissioning (as applicable), repair or replace any defective materials not conforming to the foregoing warranty, without additional cost to Syngene. In the event of Supplier delays or defaults in repairing or replacing or reworking defective materials beyond the agreed period as aforesaid, Supplier shall be liable to pay damages of one percent (1%) of the Price of the materials for every week of continuing delay or default, subject to a maximum of ten percent (10%) as penalty. Notwithstanding the above if the delay to repair or rework or replace the defective materials exceeds five (5) working days, without prejudice to Syngene's rights to recover damages under law, Syngene shall be entitled to appoint a third party to undertake such repair or replacement, and all actual costs incurred by Syngene shall be reimbursed by Supplier. If the Supplier informs Syngene within the said period of five (5) working days that the defects in materials are incapable of rectification to meet the agreed specifications, Supplier will be liable to pay to Syngene liquidated damages of 200% of the order value or pay to Syngene the actual costs incurred by Syngene, including the differential price arising out of procuring the materials from a third party, whichever is lesser. If Supplier repairs or replaces the defective materials as permitted by Syngene, the materials so repaired or replaced shall also be subject to the foregoing obligations of warranty throughout the warranty period.
  
17. **INDEMNITY:** Supplier shall indemnify Syngene and its representatives from and against all claims, losses and demands (including attorneys' fees) arising in whole or in part, due to Supplier's or its subcontractors', or agents' (a) negligence, breach or default in the performance of the order; or (b) any defects in the materials supplied; or (c) any infringement of third party intellectual rights arising from the materials; or (d) any damages to person or property of Syngene or any other party or public caused due to negligence in packaging, handling, installing or commissioning the materials.
  
18. **FORCE MAJEURE:** Both parties shall not be liable for delay in the performance of their obligations under this Order arising due to causes beyond their control, provided, the same is notified in writing to the other party within five (5) days from the date of its occurrence. The parties may agree on revised completion dates. If the force majeure situation continues for more than forty-five (45) days, unless agreed otherwise, either party may cancel this order without any liability. Failure of subcontractors and inability to obtain materials or labour shall not be considered as a force majeure delay. If the delivery, installation or commissioning (as the case may be) of materials are only partially restricted or delayed, Supplier shall use its best efforts to accommodate the requirements of Syngene, including giving preference and priority

over other customers. Syngene under no obligation to accept the deliveries of the materials / material here under even when such failure on the part of the supplier is due to any unforeseen event i.e. By an act of God, or of a Public Enemy, fire, earth-quake, floods, lockouts, strikes, labour trouble, transportation embargoes and / or any such other causes whatsoever beyond the control of Syngene.

19. **MODIFICATION OF ORDER AND NONASSIGNMENT:** Purchase order contains the complete and final agreement between supplier and Syngene and no agreement or the course of dealings between Supplier and Syngene or any usage or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon Syngene unless made in writing and signed by Syngene or Syngene's authorized representative. The supplier shall not assign this order or any money due or to become due hereunder without prior written consent of Syngene or Syngene's authorized representative. Syngene reserves the right to make changes in the order as an amendment to the original order. Supplier shall intimate to Syngene within twenty-four (24) hours if any implications on time and cost on the account of the order amendment.
20. **PASSING OF PROPERTY AND RISK OF LOSS:** Supplier shall deliver all materials to the defined location(s) specified in the order. The title and risk of loss, destruction or damage in the materials or materials used for the materials shall remain with Supplier until delivered, installed and/or commissioned (as applicable) at the defined locations as specified in the order and transferred to Syngene's possession and accepted by Syngene, at which time title and risk in the materials and materials used in the materials shall transfer to Syngene.
21. **INSPECTION / TESTING / REJECTION:** Payment by Syngene for materials delivered shall not constitute as an acceptance. Syngene retains the right to inspect / test the materials and to reject part or whole of the materials supplied which are not complying with the stipulated specification in the order for a period of three (3) months or such other extended period as mutually agreed, after the date of delivery and/or installation and/or commissioning (as applicable). Goods not approved on inspection, either regarding quality or quantity shall be rejected. The supplier shall collect the goods so rejected at their own cost within 15 days of notification of rejection by Syngene. Without prejudice to Syngene rights to recover from the supplier any advances and or expenses incurred by Syngene upon failure of the supplier to take delivery of the rejected supplies returned as above, Syngene shall be entitled to sell or dispose of the supplies at any time on the account of risk of the supplier either by public auction or by private sale without any further notice to the supplier.
22. **SYNGENE MATERIAL:** Any material or parts furnished by Syngene intended for use by Supplier in execution of Supplier's obligations are held by Supplier as bailey. All such materials or parts not used by Supplier in connection with this order shall be returned to Syngene at Supplier's expense, failing which Supplier shall reimburse Syngene for such materials or parts. All such materials or parts will be kept insured by Supplier at Supplier's expense in an amount equal to the value of such materials.

23. **ASSIGNMENTS / SETOFFS / SUBCONTRACTING:** Supplier shall not assign, subcontract or transfer this order without Syngene's prior written approval. All money due from the Supplier or its sub-contractor out of this or any other order shall be subject to setoff or counterclaim by Syngene against payments due as per this Order.
24. **ON-SITE ACTIVITIES IN RELATION TO THE MATERIALS:** Supplier agrees to employ skilled, competent personnel and ensure continuity in employment of such personnel to perform its obligations under the order. Upon Syngene's request, Supplier will immediately remove and replace any personnel. Supplier's personnel shall always conduct themselves in full compliance with Syngene site, safety and security regulations and immediately report to Syngene in case if any incidents. In the event of damage to person or property of Syngene or other suppliers caused by Supplier's personnel, Syngene reserves the right to recover complete cost of the replacement/repairs of such damages from Supplier. In the event of theft of any material by Supplier's personnel, without prejudice to other legal remedies, Syngene shall impose penalty of Rupees Fifty Thousand (Rs. 50,000/-) per event of theft plus cost of such material.
25. **LIABILITY FOR INJURY:** If the supplier is required by the terms of this order to deliver any material on Syngene premises, the supplier agrees that the supplier shall be responsible for any damage or injury to the persons or property including their employees and agents, workers or employees in connection with the delivery of the material and that the supplier shall save harmless and indemnify the Syngene from and against any liability for such damages and injuries. Before commencing such delivery, the supplier shall furnish to Syngene a certificate of insurance, for an adequate amount, covering risks under Public Liability and Property Damage and Workman's compensation Insurance.
26. **TERMINATION:** Syngene reserves the right to cancel this order or any part thereof. Notwithstanding anything contained hereto Syngene shall be entitled to rescind the order, in whole or in part, if the delivery of material is made in accordance with the terms of this order.
27. **COMPLIANCE WITH LAWS:**  
Supplier warrants that the materials delivered, installed and/or commissioned under this order shall comply with all applicable laws and Syngene policies in force. Supplier shall obtain and maintain valid throughout the term all licenses, registrations, permissions, approvals and consents, for performing its obligations under the order. Any hazardous materials shall be packaged, labelled, marked, shipped and delivered by Supplier in compliance with all applicable laws and regulations. All information available to Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of hazardous materials shall be promptly communicated to Syngene. Hazardous materials shall be shipped and transported through approved transporters complying with TREM. Supplier shall provide all documentation required for the qualification of materials and its usage as required by regulatory agencies, including design, installation, and performance qualification as governed by international regulatory guidelines.

28. **INSURANCE:** Supplier shall be liable for all third-party damages, public health, safety and environmental issues arising out of accidents, spillage, and pollution, emissions during transportation of the materials or materials used in relation to the materials. Supplier shall maintain all necessary insurance coverage, including without limitation public liability, employer's liability, occupational disease, commercial general liability (per occurrence for bodily injury and per occurrence for property damage) and Workmen's Compensation and shall provide Syngene with necessary certificates and documents as evidence of valid insurance coverage.

**29. CONSTRUCTION OF CONTRACT:**

This order shall be governed by the laws of India and the parties submit to the exclusive jurisdiction of the Courts of Bangalore, India, without reference to conflict of law provisions. Notices hereunder shall be in writing addressed to the parties as stated in this order, or to their last known addresses, and shall be effective on delivery.

Syngene remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any remedies by Syngene shall not constitute waiver of any other remedy or any other provision in this order.

Any waiver of the terms of this order shall only be in writing

If any provision of the order is determined invalid, unlawful or unenforceable to any extent such provision shall be severed from the body of the order and the remainder thereof shall continue to be valid and enforceable fully permitted by law.