

## SERVICE ORDER TERMS AND CONDITIONS

**All services 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 ORDER:** The acceptance of this Service 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. Micro schedule with work split up to be shared along with order acceptance. Performance of the order in part or full shall constitute acceptance of the order. 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 Service provider. Please quote this order number as reference in all documents and the correspondence pertaining to this order.
2. **TAXES:** For all domestic services, Taxes are applicable as per the government Rules and Regulations from time to time, which includes applicable Goods and Service tax (GST) and similar taxes, ad valorem, value added, consumption taxes imposed by any government authority for the providing the service must paid by the service provider and for which Service provider is required by law to collect from Syngene. Service provider shall not collect or remit and Syngene not be liable for, any such taxes if Syngene has provided Service provider with a tax exemption certificate.
  - 2.1 This transaction value to be filed by the vendor through on-line as per prevailing GST norms from time to time. This is only applicable for domestic service providers.
  - 2.2 Applicable GST structure to be followed as per the norms stipulated by Government of India for Special Economic Zone (SEZ), Input Service Distribution (ISD), Export Oriented Unit (EOU) and Domestic Tariff Area (DTA) unit services as prevailing on the day of invoicing. This is only applicable for domestic service providers.
  - 2.3 Service provider to execute Letter of Undertaking (LUT)/Bond as per GST regulations as applicable from time to time for SEZ unit services. Since SEZ units are considered as foreign territory, Integrated Goods and service tax (IGST) to be at Zero rated.
  - 2.4 Services to EOU/DTA/ISD units, State Goods and Service Tax (SGST) & Central Goods and Service tax (CGST) are applicable for intra state services and IGST is applicable for interstate services in India.
  - 2.5 For import service providers, Tax deduction at Source (TDS) and service tax are as applicable.
3. **SERVICE DELIVERY:** If Service provider is not delivered the service as per the completion period mentioned in this order, without notice and without prejudice to other legal rights, Syngene may cancel this order wholly or in part and avail the service from third party vendors at your cost. In the event of deliverables are delayed beyond agreed timelines, Service provider 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 service order will remain firm, till the execution/ completion of the order. The service provider shall be invoiced exactly as per 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. **CONFIRMITY OF TECHNICAL SPECIFICATION:** Service provider to execute the work 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 service provider has the right at any time, by written order, to make the changes in the designs, specifications, quantity as applicable covered by the service order.
6. **INVOICING:** Need to raise a detailed invoice within thirty (30) working days from the date of completion of each milestone as specified in the order. Kindly ensure to capture our complete address in full as mentioned in the order. For domestic vendor, invoices shall contain Invoice number, date and GSTIN number of receiving plant that will enable Syngene to obtain appropriate credit for any taxes charged. Any terms and conditions in the invoice which are conflicting with the terms of the order shall be void. For overseas services, service provider need to provide Service tax registration number and Tax Residence certificate along with Invoice. Please prepare two copies of invoice exactly matching to the order. Also provide other related documents / certificates as applicable to this service. Service Accounting Code (SAC) for services to be mentioned in the invoice compulsorily as mentioned in this order. Service report for Preventive maintenance / Calibration / spares replacement with completion statement along with user acceptance to be enclosed along with invoice for Annual maintenance contract (AMC) and Comprehensive maintenance contract (CMC). Measurement sheet and Delivery challans certified by project in- charge to be annexed along with invoice for facility related services.
7. **PAYMENT:** Syngene will make the payment as per the actual work executed at site as per the terms agreed in the order after receipt of work completion certificate from the respective end user / Engineering & Maintenance with PF, ESI and Insurance and remittance copies of engineers / service providers as applicable along with the invoice. If the service is not provided in accordance with the order, the corresponding payments shall not be affected until the discrepancies are rectified.
8. **CONFIDENTIALITY:** All the orders placed by Syngene and drawings, documents, specifications, know how etc., given in pursuance of the order are strictly confidential. Service provider hereby undertakes to treat as confidential all information obtained from Syngene or communicated to service provider pursuant to this order (or 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 service provider shall not publish or cause to be published, any details of this order without Syngene's previous written consent.
9. **DISCLOSURE OF INFORMATION:** The service provider hereby agrees to share details whether in written, electronic or visual form pertaining to technical details, specifications and such other information as is required to render the services usable for the purposes intended. The service provider 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 service provider 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.

10. **GURANTEE / WARRANTY OF SERVICE:** Service Provider warrants the service would confirm strictly to the specifications, drawings specified and all relevant cGMP regulations and would be fit for the intended use and purpose. All warranties shall survive any intermediate or final inspections, acceptance or payment and shall continue in effect through a period of one year commencing from the date of rendering of such servicing to Syngene. The service provider agrees that he and his sub-contractors have and will continue to possess all the licenses, permissions and perform the services required, in accordance with the currently applicable GMP rules and other applicable laws. The service provider agrees to comply with all applicable laws and adhere to ethical business practices
11. **INTELLECTUAL PROPERTY:** All services provided by the service provider pursuant to the order shall, always, be and remain the sole and exclusive property of Syngene. Service provider hereby grants to Syngene a non-exclusive, perpetual, fully paid up license to use all intellectual property rights in the service which enables routine operation, maintenance and repair of the service, including any controlling software, with a right to transfer the license to a new owner of the service. Service provider warrants that the service provided here under, does not infringe any third party intellectual property rights.
12. **RECTIFICATION OF DEFECTS:** Service provider shall mutually agree period from installation or commissioning, repair or replace any defective service not conforming to the foregoing warranty, without additional cost to Syngene. In the event Service provider delays or defaults in repairing or replacing or reworking defective service beyond the agreed period as aforesaid, Service provider shall be liable to pay damages of one percent (1%) of the Price of the service for every week of continuing delay or default, subject to a maximum of ten percent (10%). Notwithstanding the above if the delay to repair or rework or replace the defective service 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 Service provider. If the Service provider informs Syngene within the said period of five (5) working days that the defects in service are incapable of rectification to meet the agreed specifications, Service provider 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 service from a third party, whichever is lesser. If Service provider repairs or replaces the defective service as permitted by Syngene, the service so repaired or replaced shall also be subject to the foregoing obligations of warranty throughout the warranty period.
13. **INDEMNITY:** Service provider 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 Service provider's or its subcontractors', or agents' (a) negligence, breach or default in the performance of the order; or (b) any defects in the service provided; or (c) any infringement of third party intellectual rights arising from the service; 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 service.
14. **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 labor shall not be considered as a force majeure delay. If the delivery, installation or commissioning (as the case may be) of service are only partially restricted or delayed, Service provider shall use its best efforts to accommodate the requirements of Syngene, including giving preference and priority over other customers.

15. **MODIFICATION OF ORDER AND NONASSIGNMENT:** Service order contains the complete and final agreement between service provider and Syngene and no agreement or the course of dealings between Service provider 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 service provider 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. Service provider shall intimate to Syngene within twenty-four (24) hours if any implications on time and cost on the account of the order amendment.
16. **INSPECTION / TESTING / REJECTION:** Payment by Syngene for service delivered shall not constitute acceptance. Syngene retains the right to inspect the service and to reject part or whole of the service provided which are not compliant with the order for a period of three (3) months or such other extended period as mutually agreed, after the date of installation and/or commissioning (as applicable).
17. **SYNGENE MATERIAL:** Any material or parts furnished by Syngene intended for use by Service provider in execution of Service provider's obligations are held by Service provider as bailee. All such materials or parts not used by Service provider in connection with this Order shall be returned to Syngene at Service provider's expense, failing which Service provider shall reimburse Syngene for such materials or parts. All such materials or parts will be kept insured by Service provider at Service provider's expense in an amount equal to the value of such materials.
18. **ASSIGNMENTS / SETOFFS / SUBCONTRACTING:** Service provider shall not assign, subcontract or transfer this order without Syngene prior written approval. All money due to the Service provider or its sub-contractor out of this or any other order shall be subject to setoff or counter claim by Syngene against payments due as per this order.
19. **ON-SITE ACTIVITIES IN RELATION TO THE SERVICE:** Service provider agrees to employ skilled, competent personnel and ensure continuity in employment of such personnel to perform its obligations under the order. Upon Syngene request, Service provider will immediately remove and replace any personnel. Service provider personnel shall always conduct themselves in full compliance with Syngene site, safety and security regulations and immediately report to Syngene for any incidents. In the event of damage to person or property of Syngene or other Service providers caused by Service provider personnel, Syngene reserves the right to recover complete cost of the replacement/repairs of such damages from Service provider. In the event of theft of any material by Service provider's personnel, without prejudice to other legal remedies, Syngene shall impose penalty of Rupees Fifty Thousand (Rs. 50,000/-) as minimum per event of theft plus cost of such material.

20. **LIABILITY FOR INJURY:** If the service provider is required by the terms of this order to perform any work on Syngene premises, the service provider agrees that the service provider 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 performance of such work and that the service provider shall save harmless and indemnify the Syngene from and against any liability for such damages and injuries. Before commencing such work, the service provider 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.
  
21. **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 service rendered is made in accordance with the terms of this order.
  
22. **COMPLIANCE WITH LAWS:**
  - 22.1 Service provider warrants that the service delivered, installed and/or commissioned under this order shall comply with all applicable laws and Syngene policies in force. Service provider shall obtain and maintain valid throughout the term all licenses, registrations, permissions, approvals and consents, for performing its obligations under the order.
  - 22.2 Service provider shall provide all documentation required for the qualification of service and its usage as required by regulatory agencies, including design, installation, Calibration, Validation Certificates, and performance qualification as governed by international regulatory guidelines.
  - 22.3 Service provider shall be liable for all third-party damages, public health, safety and environmental issues arising out of accidents, spillage, and pollution in relation to the service. Service provider 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 to Syngene with necessary certificates and documents as evidence of valid insurance coverage
  
23. **CONSTRUCTION OF CONTRACT:**
  - 23.1 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.
  - 23.2 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 of service
  - 23.3 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.
  - 23.4 Any waiver of the terms of this order shall only be in writing
  - 23.5 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 to the full extent permitted by law.
  - 23.6 All Service shall be rendered by the Service Provider as an independent contractor and the persons rendering such Service shall not be considered employees of Syngene.