

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:** These terms and conditions govern the Purchase Order ("Order"). Please accept the order in writing within two (2) working days of receipt of the 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. **DELIVERY:** Incoterms to be followed strictly as per the Order. Deliveries will be accepted on all working days between 9:00 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 vendors 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%).
3. **PRICE:** 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.
4. **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), Excise, Customs duties and similar taxes, ad valorem, value added, consumption taxes imposed by any government authority for the purchase of the goods 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 goods at your place as agreed in the order.
 - 4.1 This transaction value to be filed by the vendor through on-line as per GST norms from time to time. This is only applicable for domestic vendors.
 - 4.2 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 vendors.
 - 4.3 Vendor has to execute Bond / Letter of Under Taking (LUT) 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.
 - 4.4 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.
5. **INVOICING:** Need to submit a detailed invoice along with the consignment. Kindly ensure to capture our complete address in full as mentioned in the order. For domestic vendor, invoice shall contain invoice number, date, relevant HSN code, GSTIN, Syngene GSTN, Bond number / 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, all taxes and duties are exempted.

- 6 **QUALITY:** All goods shall be supplied strictly in accordance with Syngene specifications as stipulated in this order and/or separate communication. Rejected goods if any, will be returned back at vendor sole risk and cost. The shelf life of the material should be not less than 90% on the date of delivery.
- 7 **DOCUMENT REQUIREMENT:** Goods will be accepted with necessary documents such as Invoice, Packing List, Certificate of Analysis, TSE/BSE, Method of Analysis, Route of Synthesis, Instruction manual, Calibration certificates, Qualification documents, MSDS and Tank cleaning certificate as applicable.
- 8 **PACKING:** Material 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.
- 9 **PAYMENT:** Syngene will make the payment as per the agreed terms on receipt of valid invoice. If the goods are not delivered in accordance with the order and invoice, the corresponding payments shall not be effected until the discrepancy is resolved. Receipt of goods does not constitute acceptance thereof by us. Goods will be accepted only after the approval by Syngene quality assurance department.
- 10 **CONFIDENTIALITY:** 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.
- 11 **INTELLECTUAL PROPERTY:** All goods delivered by supplier pursuant to the order shall, at all times, be and remain the sole and exclusive property of Syngene. Supplier hereby grants to Syngene a non-exclusive, perpetual, fully paid up license to use all intellectual property rights in the goods which enables routine operation, maintenance and repair of the goods, including any controlling software, with a right to transfer the license to a new owner of the goods. Supplier warrants that the goods supplied here under, does not infringe any third party intellectual property rights.
- 12 **WARRANTIES:** Supplier warrants that all goods supplied to Syngene as a result of this order shall conform to the specifications as per clause 2, fit and sufficient for the purpose 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 twelve (12) months from the date of delivery, installation or commissioning (as applicable) of the goods 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 goods.
- 13 **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 goods 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 goods beyond the agreed period as aforesaid, Supplier shall be liable to pay damages of one percent (1%) of the Price of the goods 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 goods 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 goods 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 goods from a third party, whichever is lesser. If Supplier repairs or replaces the defective goods as permitted by Syngene, the goods so repaired or replaced shall also be subject to the foregoing obligations of warranty throughout the warranty period.

- 14 **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 goods supplied; or (c) any infringement of third party intellectual rights arising from the goods; 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 goods.
- 15 **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 ninety (90) days, unless agreed otherwise, either party may cancel this order without any liability. Failure of subcontractors and inability to obtain materials or labor shall not be considered as a force majeure delay. If the delivery, installation or commissioning (as the case may be) of goods 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 goods / material here under even when such failure on the part of the vendor is due to any unforeseen event ie. By an act of God, or of a Public Enemy, fire, earth-quake, floods, lockouts, strikes, labor trouble, transportation embargoes and / or any such other causes whatsoever beyond the control of Syngene.
- 16 **ORDER CHANGES:** 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.
- 17 **PASSING OF PROPERTY AND RISK OF LOSS:** Supplier shall deliver all goods to the defined location(s) specified in the order. The title and risk of loss, destruction or damage in the goods or materials used for the goods 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 goods and materials used in the goods shall transfer to Syngene.
- 18 **INSPECTION / TESTING / REJECTION:** Payment by Syngene for goods delivered shall not constitute as an acceptance. Syngene retains the right to inspect / test the goods and to reject part or whole of the goods 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).

- 19 **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.
- 20 **ASSIGNMENTS / SETOFFS / SUBCONTRACTING:** Supplier shall not assign, subcontract or transfer this order without Syngene's prior written approval. All monies 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.
- 21 **ON-SITE ACTIVITIES IN RELATION TO THE GOODS:** 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 at all times 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.
- 22 **COMPLIANCE WITH LAWS:**
- 22.1 Supplier warrants that the goods delivered, installed and/or commissioned, as the case may be, 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.
- 22.2 Any hazardous goods 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 goods shall be promptly communicated to Syngene. Hazardous goods shall be shipped and transported through approved transporters complying with TREM.
- 22.3 Supplier shall provide all documentation required for the qualification of goods and its usage as required by regulatory agencies, including design, installation, and performance qualification as governed by international regulatory guidelines.
- 23 **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 goods or materials used in relation to the goods. 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.
- 24 **CONSTRUCTION OF CONTRACT:**
- 24.1 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.

- 24.2 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.
- 24.3 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.
- 24.4 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 fullest extent permitted by law.