



Ferring Pharmaceuticals
PURCHASE ORDER

CONNECTIVITY IT SOLUTIONS PRIVATE
LIMITED,AAGCC1283L
3rd Floor,Office No.309,Ecostar Premises
Vishweshwar Road, Near Udipi Hotel Goregaon East
Mumbai Suburban, Maharashtra 400063
India
Attn: Anand Keluskar
Contact Email: Anand.keluskar@ferring.com

PO NUMBER IN0400323119
DATE 30-AUG-2024
PAYMENT TERMS 30NET
SHIPPING TERMS DAP
CURRENCY INR

Ferring Contact
Anand Keluskar
Anand.Keluskar@ferring.com

Ship To
Ferring Therapeutics Pvt. Ltd
K-28/1, Anand Nagar, Additional
M.I.D.C, Ambernath
Mumbai, Maharashtra 421506
India
Attn: Anand Keluskar

Bill To
Ferring Therapeutics Pvt. Ltd
K-28/1, Anand Nagar, Additional
M.I.D.C, Ambernath
Mumbai, Maharashtra 421506
India
GST:- 27AABCF8527B1ZU
Attn: Account Payables

Line	Description	Qty	Unit	Price	Total
1	PENTA scanning - Qty 500 - Need by Date: 30-SEP-2024			45,000.00	45,000.00

45,000.00 INR

By accepting this purchaser order, vendor confirms that it has read and agrees to comply with Ferring's Supplier Conduct Principles, which can be found [here](#).

GENERAL TERMS & CONDITIONS
(In case any specific / special terms mentioned separately in order, contradict with the terms herein, the specific / special terms shall prevail)

Order – Confirmation

- 1.If enclosed documentation is expressly referred to in the Order, it shall form an integral part of the said Order. The order shall supersede any previous written or oral communication exchanged between the parties concerning the object of the Order. No change shall be made to the Order by the supplier without the written approval of FTPL.
2. The Order cannot be sub-contracted or transferred or assigned to a third party by the supplier without the prior written approval of FTPL. Any sub-contracting or transfer or assignment in violation of this clause shall be null and void.
3. If FTPL does not receive supplier's written acceptance of the Order within a period of a fortnight as from the date of issue, FTPL shall deem the Order to be unconditionally accepted by the Supplier. Under deemed unconditional acceptance; Supplier cannot dispute post the expiry of the period given for acceptance. It shall be Supplier's obligation for performance of the conditions of this order
4. Any terms and conditions not mentioned in this section (including any standard terms and conditions of Buyer attached or incorporated into an offer, quotation etc.) shall not apply.

Price - Payment
4. The price indicated on the Order is Final. It shall not be changed without express written agreement from both parties.

5. (i) Supplier to ensure that Original Tax Invoice (complete in all respect under the existing Direct and Indirect Laws) received at FTPL within 7 days of completion of Services or Supply of Goods.
- (ii) Invoices are payable in accordance with the terms stipulated in the Order or, if missing, 30 days to the end of a month valid either from the date of receipt of the invoice or from the date of receipt of goods/services, whichever is later.
- (iii) If an invoice does not include this information, it will be considered as disputed, and Buyer will be required to resubmit it.

Under no circumstances shall payment of an invoice by FTPL be deemed as acceptance by FTPL of the proper discharge of the supplier's obligations under the terms of the Order.

Delivery

6. The goods shall be delivered to FTPL in accordance with FTPL's instructions and specified on the Order or if missing, DAP FTPL Site, Ambernath shall be applicable as per Incoterms 2010.

7. The supplier is responsible for ensuring compliance in full with the safety regulations applicable on FTPL's site and shall be held liable for any damage resulting from deviation therefrom.

8. Delivery must be accompanied by a duly authenticated tax invoice, specifying in particular the type of goods, the quantity, the batch number, the Order number, the date of the Order and the date of delivery.

9. The supplier is responsible for the packing and shall be held liable for any damage resulting from defective or inappropriate packing.

Acceptance -Control

10. If the goods delivered or the services rendered are defective or do not conform to the specifications, FTPL shall have the right in its sole discretion either or a combination of the following:

(i) to cancel the Order and to seek appropriate compensation for damages

(ii) to demand a reduction in price

(iii) to require the supply of non-defective goods/services together with appropriate compensation for any damage it may have suffered.

Cancellation

11. FTPL may cancel the Order in whole or in part at any time upon five (5) working days' written notice. In such an eventuality FTPL shall pay the supplier, as sole compensation for such cancellation and as full settlement of the supplier's performance under the Order, the reasonable and non-cancellable expenses already incurred by the supplier in the execution of the Order up to the time of Order without indemnity. The supplier's receipt of notice of cancellation upon presentation of supporting documents and evidence. In case of insolvency or bankruptcy of the supplier, FTPL reserves the right to cancel the order.

Product liability

12. The supplier shall be liable for any damage suffered by FTPL or by a third party as a result of using the goods delivered / the services rendered, unless the supplier can prove that the damage was caused by the gross negligence or wilful misconduct of FTPL.

Third party rights

13. The supplier warrants that the manufacture and sale of the goods / the rendering of services to FTPL and the use of the said goods / services by FTPL do not infringe third party rights (patents, business secrets, trademarks, etc.). The supplier undertakes to hold FTPL harmless in respect of any third party claims for breach of the said rights.

Insurance

14. The supplier shall maintain appropriate insurance in respect of third party and business liability to cover any damage suffered by FTPL, whether during the execution of the supplier's obligations or in connection with the use of the goods/services supplied or rendered.

Confidentiality

15. The Order and any information received from FTPL must be treated by the supplier as strictly confidential. Supplier shall at all times keep all information that it may receive from FTPL confidential and shall not disclose such information to any person unless supplier can show on documentary evidence that such information is or has become public knowledge through no fault of supplier or where it can be shown on documentary evidence to the reasonable satisfaction of FTPL that such information was known to supplier before it was disclosed by FTPL. Supplier shall ensure that all its employees and agents which become knowledgeable of any such information in the course of the performance of the Services, abide to a similar obligation of confidentiality and shall assume full responsibility for the actions of such employees or agents in their compliance with supplier's obligations of confidentiality as set out herein.

Jurisdiction - Applicable law

16. The Order shall be governed and interpreted by the laws of India and interpreted accordingly (excluding any rules of conflicts of laws that would apply the substantive laws of any other jurisdiction). Any disputes arising from the Agreement, which cannot be resolved through good faith discussions shall be referred to and finally settled by court(s) of Law in Mumbai, India.

Obligation to comply with ethical business practices

The contracting party, its employees, agents, etc. are obliged to behave ethically and adhere to the principles of moral and professional business practices. Any contracting party that resorts to unethical and immoral business practices shall be bound to face legal actions including cancellation of all existing business contracts.

Contracting party may connect with the HOD - SCM of FTPL for reporting any suspected unethical practice, i.e. any act or conduct contrary to the legal or internal regulations of FTPL, which could lead to criminal prosecution and possibly a conviction of FTPL under the corporate criminal liability law or otherwise damage the reputation of FTPL.

I / We have fully understood the terms and conditions listed in this purchase order and hereby give my/ our acceptance for the same.