

PURCHASE ORDER

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TERMS AND CONDITIONS

1. Please quote the Purchase Order (PO) number on your tax invoice, Delivery Challan etc. and on any other correspondence in connection with this order.
2. **Written PO:** The Company (i.e., Merck) does not accept any responsibility for any order unless it is issued on Company's official P.O. duly signed by authorized signatory. However, no physical signature is required in case of electronic copies generated through system.
3. **Acceptance of PO:** Please confirm acceptance of this PO to Company's PO Issuing Department. within 2 working days from the date of receipt of PO. In the absence of notification of such acceptance the PO is deemed to have been accepted by Supplier and the delivery of any material, equipment or services shall be made in accordance with terms of this PO. Supplies received as per the PO prior to approval shall not constitute an acceptance of the goods even if payment is made in advance.
4. **Supply of Services:** If the Supplier, by the terms of this PO, is required to perform any work in the Company's premises, then the Supplier shall ensure that no damage or injury is caused to any property or person of the Company. In case any damage or injury is caused to person or property of the Company then Supplier shall be responsible for and shall indemnify the Company for any damages or loss suffered by it due to such injury or damages. Before commencing contract work the Supplier shall obtain requisite insurance cover for public liability, property damage and workmen's compensation and cover the risk to any person or property and Supplier shall provide copy of such policies to the Company.
5. **Goods to meet specification etc.:** Supplier expressly warrants that all Goods or Services covered by this Purchase Order will conform to the specifications, drawings, samples, or other description(s) either furnished or adopted by the Company or made known to the Company through Supplier's literature or documentation and will be of good quality, material and workmanship and free from any defects.
6. **Payment Terms:** Payment will be made within 60 days from the date of receipt of supplies unless otherwise specified. However, if the Supplier does not comply with the filing of GST return compliance and GST credits are not reflected in GSTR 2B form then such GST payment shall be held back until the Supplier complies with returns filing process and due credit is reflected in electronic statement – GSTR 2B Or before the annual due date of taking the ITC credit is lapsed.
7. **Withholding of taxes:** Tax Deducted at Source (TDS) at the applicable rate in force for procuring of Goods and Services shall be withheld before making payment to the Supplier. Company hereby intimates the TDS deduction u/s 194Q on purchase of goods where the Finance Act, 2021 had introduced Section 194Q for TDS by a buyer for the purchase of goods. Accordingly, Company would deduct TDS u/s. 194Q on purchases of goods exceeding ₹ 50 lakhs from Supplier and consequently in law you are not required to collect TCS on your sales to us u/s. 206C(1H). Therefore, in case of inadvertent charge of TCS, you shall amend the invoice, failing which, Company shall not be bound to remit the amount of TCS so charged on the invoice.
8. **Tax Invoice:** Goods should accompany a duplicate copy of Tax invoice in the name and delivery address provided in PO / any other manufacturing centers as applicable to enable the Company to avail of GST. Supplier should mention on the Invoice, the location from where the supplies have been made. Supplier, if the aggregate turnover is more than 50 crores in the last financial year, then the invoices of supplier should have IRN and QR code as mandated by the GST law. Supplier shall comply with requirements of Goods & Services Tax and other laws and shall ensure that they have the requisite registrations and file requisite forms thereunder and provide requested information to the Company, within deadlines. If the Supplier fails to do so any penalties or liabilities devolving upon the Company and / or if the Company is not able to claim whole or part of input tax credit, the Company shall be entitled to claim such deficiency in claiming input tax credit, penalties, liabilities, losses etc. from the Supplier and make deductions from payments due to the Supplier. The Supplier shall keep the Company fully indemnified from all such non-compliances on their part.
9. **Submission of Tax Invoice:** Original copy of Invoice issued under GST should be submitted to the Finance Department together with a copy of the receipted Challan / Lorry Receipt within 3 days from the date of delivery of goods.
10. **Advance payment received, if any:** Advance payment received by the Supplier from the Company should be mentioned on the Invoices, giving details such as cheque no. date amount and other relevant details.
11. **GST:** Any increase / reduction in government levies (GST, custom duty etc.) will be to the Company's account.
12. **Certain disclosure to be made on packaging:** Name of the product and technical description, pharmacopeial designation (wherever applicable), batch no., lot no., manufacturing date, expiry date, manufacturer's name & address and other details as mandated by law should appear on every container and packaging.
13. **Manufacturing age of Goods:** Supplies have to be made from freshly manufactured batches which shall not be older than 3 months from the date of delivery or such other period as may be agreed between the parties.
14. **Right to cancel PO:** The Company reserves the right to cancel the PO or amend the quantities indicated in the PO arising out of any change in Company's internal requirements / manufacturing process or for any cause or causes beyond the Company's control.
15. **Goods to confirm specifications:** Goods not conforming to the Company's specifications / standards and / or pre-shipment samples are liable to be rejected and the Company's decision in this regard will be final.
16. **Rejected Goods:** Rejected goods will be held at the Supplier's risk. Rejected goods other than printed / promotional materials should be collected by the Supplier within three days on receipt of intimation of rejection of material at supplier's cost and expenses, failing which the rejected material will be, at the option of the Company, disposed of or booked to the Supplier on freight to pay basis at Supplier's risk and cost. Upon rejection, Supplier shall immediately reverse the invoice and issue credit note and in case of advance payment shall repay advance so received before taking back the rejected goods. If any defects or discrepancies are noticed in the supply at a later date, which went undetected at the time of supply, such material shall be replaced by the Supplier at no additional cost to the Company. Rejected printed material will be destroyed by the Supplier in the presence of Company's representatives at Company's premises.
17. **Ordered Quantity to be delivered:** Full quantity of the Goods ordered are to be delivered in such lots or trenches and within the time specified in the PO, failing which, the Company shall be at liberty to cancel the order (in part or in full) and / or purchase the undelivered quantity of goods or avail deficient services from other sources. The Supplier shall be liable to reimburse the Company the additional cost incurred and incidental expenses in connection with such purchases or availing of deficient services from other sources, if any. The Company reserves the right to reject / accept goods delivered in excess or short of quantities ordered. If rejected by the Company, the Supplier shall comply with the requirements of clause 17 above pertaining to the manner in which the rejected goods are to be dealt with.
18. **Transit Insurance:** Transit insurance will be covered by Supplier for all risks up to delivery center and insurance charges will be to the Supplier's account unless otherwise specified.
19. **Timing of Delivery of Goods:** Company's own offices, warehouses and plants will remain closed on Saturdays, Sundays and other notified holidays. Goods will be accepted at destinations specified in the PO on all working days between 9.00 am to 3.30 pm. Supplier shall confirm delivery time on phone prior to dispatch of Goods.
20. **Proper Packing:** The Supplier shall be responsible to pay all extra expenses or any loss arising on account of improper packing. No charges will be allowed for containers / packing or crating unless specified in the P.O. Packing material used for supplies are on non-returnable basis unless otherwise agreed to by Company in writing.
21. **No Use of Company Drawings/designs etc.:** The Company's blueprints, drawings/designs/ manufacturing data / specifications or information furnished to the Supplier by the Company for manufacturing the goods shall not be utilized by the Supplier or anyone on his behalf for sale, manufacture or for any other purpose unless otherwise agreed by the company in writing. All blueprints / drawings / designs / prototypes / blocks / moulds etc. made by the Supplier against specific orders shall be the property of the Company and shall be returned to the Company on demand.
22. **No Infringement of IPR:** The Supplier guarantees that the sale or use of Supplier's goods will not infringe any legislation, Indian or foreign patent, design copyright or trademark.
23. **Dispute Resolution:** Any litigation arising out of or in connection with this order shall be subject to exclusive Jurisdiction of courts in Mumbai.
24. **Weighing of Goods:** Unless otherwise agreed to in writing, weight declared by the weighbridges nominated by the Company or weights and measurements taken at Company's premises shall be final to ascertain the weight of material received.
25. **Cooperate Responsibility Obligations:**
 - a. Merck and Supplier shall conduct its business in accordance with these Terms and Conditions, all applicable international, regional, national, and local laws, directives, regulations, ordinances, competent authorities' decisions and guidelines ("Applicable Laws") and adhere to the Supplier Code of Conduct available at <https://www.merckgroup.com/en/company/contact-us/SCoC.html> Supplier confirms that it is familiar and warrants to comply with the provisions of the United States Foreign Corrupt Practices Act (FCPA), the UK Bribery Act (UKBA) and other applicable anti-bribery and anti-corruption laws (collectively including the Supplier Code of Conduct, "Compliance Standards"). Supplier shall not take or permit any action that will either constitute a violation of or cause Merck or its respective Affiliates to be in violation of these Compliance Standards ("Improper Conduct"). Supplier shall select its subcontractors with the utmost care and use its best efforts to ensure that its subcontractors also comply with these Compliance Standards. Supplier shall comply with all periodic disclosures and certifications set forth in the Supplier Code of Conduct. Merck may, from time to time, at its sole discretion, require that Supplier signs a certification statement confirming that, in performing the services and/or delivering the products under these terms and Conditions, Supplier has complied with and will continue to comply with these Compliance Standards.
 - b. Supplier shall notify Merck promptly in writing of any Improper Conduct. In addition to any other rights Merck may have under these Terms and Conditions, if (i) Supplier notifies Merck of, or (ii) Merck otherwise has reasonable suspicion of the occurrence of Improper Conduct, or (iii) Merck may, at its sole discretion, conduct audits to confirm Supplier's compliance, then Merck may, in not less than ten (10) business days, upon a written notice, review or have reviewed by an independent auditor the premises, books, and records of Supplier relevant for the audit for the purpose of verifying and identifying the Improper Conduct and assessing its impact on Merck's business relationship with the Supplier. At the sole discretion of Merck, Supplier shall bear or reimburse any quantifiable damages/losses in relation to the Improper Conduct and all reasonable costs and expenses incurred in connection with an audit or review that identifies Improper Conduct. Supplier shall also cooperate in good faith if Merck requires Supplier's support for Merck's internal investigations.
 - c. If Supplier notifies Merck or Merck, through the audit or otherwise, obtains sufficient evidence of Improper Conduct of Supplier or its subcontractors, Merck may request from Supplier in writing to prepare and submit to Merck a draft of the Corrective and Preventive Action Plan ("CAPA") in order to address the detected Improper Conduct. Supplier shall submit an initial draft of CAPA within fifteen (15) business days after receipt of Merck's request. Merck shall review and amend the submitted draft CAPA if necessary. The approved CAPA shall be implemented by Supplier within a reasonable grace period, whereby it

is understood that the timelines provided in the CAPA are deemed to be a reasonable grace period for the purposes of this Section/Clause. Upon having requested a CAPA, Merck reserves the right to suspend certain or all activities under these Terms and Conditions until Supplier can demonstrate that the CAPA has been successfully implemented.

d. Without prejudice to any other termination rights in these Terms and Conditions and without prejudice to Merck's right to claim damages and indemnification, Merck may terminate this PO at no cost by serving written notice to Supplier with immediate effect, if (i) Supplier fails to comply with its obligations under these Terms and Conditions and Supplier fails to rectify this non-compliance or if (ii) Supplier fails to implement the CAPA within the grace period or if (iii) Merck, taking into account all the circumstances of the specific case and weighing the interests of both Parties, cannot reasonably be expected to continue the contractual relationship with Supplier, or considering the severity of the Improper Conduct, Merck may terminate this PO without requesting a CAPA from Supplier.

26. Warranties & Indemnity: Supplier represents and warrants that (i) it has the full power and right to enter into this Agreement; (ii) it shall strictly comply with all applicable laws, rules, regulations and ordinances with respect to supply of goods hereunder; (iii) it shall supply Goods in good and workmanlike manner; (iv) the Goods shall be manufactured by personnel with the skill and experience necessary to perform such task; (v) there are no prior commitments with a third party that might interfere with its obligations hereunder; (vi) neither it nor the supply of Goods will violate, infringe or misappropriate any right or legally protected interest of any person or entity; and (vii) it has obtained and shall maintain all releases, permissions and licenses necessary for Supplier to supply Goods;

27. Supplier Indemnity: Supplier indemnifies and holds harmless, Merck and its affiliates, and its respective licensors, officers, directors and employees (each, an "Indemnitee" and collectively "Indemnitees"), from and against any and all third-party claims (including, but not limited to, labor claims), liabilities, demands, causes of action, judgments, settlements and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising out of or in connection with any breach of any covenant, representation or warranty made by Supplier hereunder (each a "Claim"). If any Claim is initiated against any Indemnitee, the Indemnitee shall give prompt written notice of such Claim to the Supplier. Company may elect to assume the defense of a Claim and the Supplier shall indemnify the company for all reasonable expenses including reasonable attorneys' fees which may include, without limitation, an allocation for in-house counsel as such expenses are incurred, relating to the defense of such Claim.

28. No Assignment by Supplier: Assignment of this PO or any interest therein or any payment due or to become due herein, without the written consent of an authorized agent of the Company, shall be void and of no effect and may, at the option of the Company, render this PO invalid. Company may assign this Agreement in whole or in part without Supplier's consent.

29. No Sub-contracting: Supplier shall not subcontract or delegate performance of all or any part of deliverables under this PO without the prior written consent of the Company. The Company shall have the right to return all goods to the Supplier that were supplied in violation of this Clause and shall have further right to a full refund of the amount paid for such Goods.

30. Set-off of claims: The Company shall be entitled at all times to set-off any amount owing at any time from Supplier or any of its affiliates to the Company or any of its affiliates against payment due to Supplier.

31. Waiver of any clause not to impact other clauses: The failure of the Company at any time to or for any period of time to comply with any of the provisions hereof shall not be a waiver of such provisions nor of the right of the Company thereafter to enforce each and every such provision.

32. Termination: if Supplier ceases to conduct its operations in normal course of business (including inability to meet its obligations as they mature), or if any, proceedings under bankruptcy or insolvency laws is brought by or against seller, or a receiver of seller is appointed or applied for, or an assignment for the benefit of creditors is made by Supplier, then in any such event the Company may terminate all outstanding Pos without liability except for confirming deliveries previous made or for confirming Goods covered by this PO then completed and subsequently delivered promptly in accordance with the terms of this PO.

33. Reference: References to 'goods' will include references to 'services' in cases where services are provided by the Supplier. Similarly, References to 'manufacturing' will include references to 'providing' or 'provision' in cases where services are provided by the Supplier.

34. Compliance Obligation: Merck intends to conduct its business in compliance with applicable laws and in accordance with environmental, labor and social standards and to abide by the standards set forth in the Merck Values, Social Charter and Code of Conduct (available at <http://www.merckgroup.com> and <http://www.merck.co.in>). Supplier shall comply, and shall ensure that its subcontractors comply, with applicable laws and reasonably comparable environmental, labor and social standards. Supplier acknowledges that it is aware of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and shall comply, and shall ensure that its subcontractors comply, with its principles. Supplier shall not offer, promise, give, authorize or consent to the giving of money or anything of material value to any person (i) with the purpose or effect of securing any improper advantage in order to obtain or retain business or (ii) to induce or prevent the performance of an individual's duties in violation of Applicable Law.

Merck has implemented a selection process for business partners that is designed to help ensure compliance with Applicable Law and Merck policies. As part of such selection process and in order to monitor and ensure compliance by Supplier of its obligations under this Section entitled "Compliance Obligations," Supplier shall provide to Merck such information concerning Supplier and its activities as may be reasonably requested from time to time by Merck. Supplier represents that information Supplier provides does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the information provided, in the light of the circumstances under which the information was provided, not misleading.

Any information related to an identified or identifiable natural person ("Personal Data") which is shared between the parties shall be collected and processed by the recipient in compliance with applicable data protection laws and this Agreement.

Should Merck discover that Supplier or its subcontractors are in breach of the foregoing, Merck may terminate this Agreement without notice and Supplier hereby indemnifies Merck and its officers from any loss resulting from the breach or consequent termination."