

PURCHASE ORDER

Page No 1 of 5

Glenmark Pharmaceuticals Limited

Regd. Office:

B/2 Mahalaxmi Chambers, 22 Bhulabhai Desai Road,

Mumbai - 400 028

Corporate Office:

Glenmark House, HDO Corporate Bldg, 'A' Wing, B.D.Swant Marg, Chakala ,

Andheri (East), Mumbai - 400099 India.

Email ID :complianceofficer@glenmarkpharma.com



Vendor's Name and Address	PO. No.	PO Date	Amendment Date
	4500234701	13.12.2017	
Payment Terms within 30 days Due net Transporters copy of Invoice & Certificate of Analysis to accompany the Consignment.			

Please arrange to supply following Materials /Services as per terms & conditions printed overleaf.

Sr No	Item Code/Description/HSN Code	U/M	Quantity	Rate	Per	Value (Rs.)
10	IP Base to Ent. Services license	AU	1	439,824.00	1 /AU	439,824.00
L-C4500X-LIC = Base License for C4500-X						
L-C4500X-IP-ES - IP Base to Ent. Services license for 32 port Catalyst 4500-X For UK Office						
	Delivery Date	Qty.				
	09.01.2018	1				
	10 99832 for 32 port Catalyst 4500-X	AU	2	219,912.00		
	9983-2					
						Total Net Value Excl. Tax
						439,824.00
						39,584.16
						39,584.16
						Total Amount (Rs.)
						518,992.32
Rupees FIVE LAKH EIGHTEEN THOUSAND NINE HUNDRED NINETY TWO & THIRTY TWO Paise						

Specification :

Scope :

Scope of supply/work shall be in total conformity with our enquiry

documents / technical specification discussed with user team including

Place of Dispatch	Bill to Party
Glenmark Pharmaceuticals Ltd., Glenmark House, Andheri, Glenmark House, , Wing A, B.D. Sawant Marg, Andheri,, Mumbai 400099, , Maharashtra, , GSTN No.: 27AAACG2207L1ZS	Glenmark Pharmaceuticals Ltd., Glenmark House, Andheri, Glenmark House, , Wing A, B.D. Sawant Marg, Andheri,, Mumbai 400099, , Maharashtra, , GSTN No.:27AAACG2207L1ZS

For Glenmark Pharmaceuticals Limited

Rajiv Shrivastava

Senior General Manager

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Specification :

agreed deviations, if any.

1. Basic Price :

The prices shall remain firm till execution of the order and are not subject to any change.

- a) Packing <(>&<)> Forwarding: Inclusive
- b) Freight : Inclusive
- c) Insurance: Inclusive
- d) Delivery location: Andheri Mumbai
- e) GST : 18%

2. Delivery / Dispatch schedule <(>&<)> penalty clause

A) Delivery schedule:

- i) Dispatch Period 4 week Ex works from the date of P.O.

B) Penalty :0.5% per week subject to a maximum of 5% of the total order value shall be levied for the delayed FAT or delivery or installation <(>&<)> commissioning (buyer to select) if the total ordered items are not supplied and installed <(>&<)> commissioned as per the agreed schedule mentioned above in point 2A.

3. Guarantee / Warranty : Guarantee / Warranty period shall be 12 months from the date of installation/commissioning/successful handover or 18

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	4500234701	13.12.2017	
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Specification :

months from the date of dispatch whichever is earlier.

In case of machine found faulty during warranty / guarantee period, you shall bear all the expenses to rectify the machine including transportation, taxation & other expenses for both inbound & outbound activities

4. Supervision of Erection & Commissioning: Inclusive

5. Payment Term :

Within 30 Days from the date of Invoice

6. Documentation :

All the technical documents shall be submitted by you immediately after dispatch.

1) Operation & Maintenance manual 2 sets along with one soft copy

2) Guarantee certificate

3) As built drawings / GA Drawing

4) Material Test certificates

5) DQ, IQ, OQ & any other documents required by user for

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validation

7. Purchase order no. should be mentioned on each supply documents

Original Invoice, challan, certificates, etc. should accompany the consignment.

Indenter#s name must be mentioned in challan <(>&<)> invoice

Indenter#s Name : Ms Sanjana Mahadik

8. Invoicing Instructions : Invoice, Packing List, Insurance Policy and other documents should strictly be made out in the name and address of Applicant (Consignee) as under:

Address for delivery <(>&<)> invoicing :

Glenmark Pharmaceutical Ltd.

Andheri Mumbai

9. Kindly send your order acceptance within 2 working days of receipt of our PO, else it will be considered as accepted.

Place of Dispatch

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Bill to Party

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GSTN No.:27AAACG2207L1ZS

For Glenmark Pharmaceuticals Limited

Rajiv Shrivastava

Senior General Manager

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The Goods specified on the reverse of this PO are ordered subject to the following terms and conditions and are in addition to instruction and specifications on the PO.

PURCHASE ORDER TERMS AND CONDITIONS

These terms and conditions ("Terms") are part of the purchase order ("PO") for goods and other deliverables (collectively, "Goods") issued by Glenmark Pharmaceuticals LTD. ("Glenmark") to the supplier ("Seller").

- 1. ACCEPTANCE BY SELLER:** Seller will communicate the acceptance of the PO including these Terms, if Seller gives a verbal, written or electronic acknowledgement of, or initiates performance under the PO. If Seller does not raise any objections or rejects the PO within 2 working days, then it shall be deemed acceptance of the PO. No additional or conflicting term in any Seller acknowledgement, invoice, bid, proposal, email communication or other documentation will amend these Terms and is not binding on Glenmark unless Glenmark specifically agrees to such additional or conflicting terms in writing.
- 2. DELIVERIES AND INSPECTION:** All Goods will be delivered to Glenmark in strict conformance with any packaging, product and service standards, Glenmark Specifications and Method of Analysis, tolerance limit, labels complying with the regulatory requirements and other requirements provided by Glenmark or approved in writing by Glenmark (the "Specifications"). Unless a different method of delivery is expressly set forth in a PO, delivery of the Goods will be at the destination mentioned in PO and shall be accompanied with a Certificate of Analysis (if applicable). If the Goods fail to meet Specifications, all or part of the Goods, Glenmark a) may return/destroy the Goods at Seller's expense at such location as would be confirmed by Glenmark; b) will not unload the Goods and shall be returned; or c) as agreed in the Supply Agreement / Definitive Agreement, if any. In such an event, acceptance of all or any part of the Goods, or payment made thereof, or failure to notify Seller promptly, will not waive nor affect Glenmark's right to cancel all or any part of the PO, return all or any part of the Goods, recover damages, or any other remedies Glenmark may have. Acceptance of Goods delivered in excess of the tolerance limit shall be at the sole discretion of Glenmark. If Glenmark does not accept the same, the Goods shall be returned or destroyed at the Seller's expense.
- 3. CONTINUITY OF SUPPLIES:** Seller undertakes to supply the Goods as per the terms of the PO and recognizes that failure to do so will cause Glenmark to suffer direct and/or indirect damages, losses. In such an event the Seller hereby undertakes to make good the loss or damages suffered by Glenmark
- 4. TITLE:** Title and all risk of loss or damage will pass to Glenmark on receipt of physical possession of Goods. Goods delivered under a PO may be subject to inspection and testing by Glenmark.
- 5. PRICES AND PAYMENT:** The price will be as stated in the PO. Unless the PO states different payment terms, payments are ninety (90) days and payable in the currency stated in the PO. Each invoice must relate to only one PO and be issued and dated no earlier than the delivery date of the Goods. Each Seller invoice and all related documents (such as packaging lists, bills of lading, freight bills and correspondence) must include: (a) the Purchase Order number; (b) the applicable Purchase Order line item number(s) and units of measure; and (c) Glenmark's identification number (if provided by Glenmark).
- 6. REVISION OF PRICES:** The price as stated in the PO reflects the mutually agreed price for the Goods ordered in that specific PO only. The parties will have the right to review the pricing from time to time. The revised prices will be competitive based on market conditions.
- 7. TIME IS OF ESSENCE:** Time is of essence to the PO. If the Seller fails to deliver all or any part of the Goods in accordance with the Terms, Glenmark may have the right to one or more of the following remedies (i) cancel all or any part of the PO; (ii) may refuse to accept any Goods ordered thereunder; (iii) may return at Seller's expense, any Goods ordered thereunder; and / or (v) initiate other legal remedies. Further acceptance of part of a PO will not oblige Glenmark to accept later shipments nor affect Glenmark's right to return Goods already accepted and further Glenmark reserves the right to purchase the Goods in the open market and the Supplier will reimburse the differential costs so incurred by Glenmark in procuring the material from open market.
- 8. PATENTS:** The Seller agrees to protect Glenmark against damages and expenses resulting from any claim for patent infringement arising out of purchase of Goods included in this PO.
- 9. POSTPONEMENT:** Glenmark may at any time postpone delivery or performance of any Goods ordered herein for a reasonable period.
- 10. WEIGHMENT:** The consignment must accompany Seller's weighing bridge slip or any weighment record along with challans.
- 11. CANCELLATION OF PO:** If Glenmark cancels the PO then it shall be liable to the Seller as under: (i) within 3 days of placement of PO, Glenmark will have no liability; (ii) after 3 days and within one month, Glenmark shall be liable to pay all costs to the Seller which it is unable to salvage in fulfilling the order till date of cancellation at actuals; and (iii) after one month and before dispatch by Seller, all costs at actuals.
- 12. WARRANTIES AND GLENMARK'S REMEDIES:** Seller warrants to Glenmark (a) all Goods will fully conform with the Specifications; (b) all Goods delivered will be of merchantable quality, free from any latent or patent defects in design, materials or workmanship, and will be safe and fit for their intended use; and (c) all Goods provided by Seller will comply with all applicable foreign, federal, state and municipal laws, codes, regulations, rules, ordinances, orders (collectively, "Laws"); (d) that it will ensure continuity of supply of Goods, other than in the event of a breach by Glenmark or its payment obligations stated in the PO; (e) to comply with all obligations as stated in this PO in compliance with laws of India.
- 13. EVENT OF BREACH BY SELLER:** In the event of a breach of PO or a breach of warranty, Seller will be liable to Glenmark for all of Glenmark's direct, incidental and consequential damages. In the event Glenmark brings legal action against Seller, Seller will be liable for Glenmark's legal fees, expert witness fees and any court costs and other litigation expenses.
- 14. EVENT OF BREACH BY GLENMARK:** In the event of a breach of the PO by Glenmark, Glenmark will be liable to the Seller for direct losses/damages which shall not exceed the total value of the PO. Under no circumstances will Glenmark be liable to Seller for any indirect, incidental, special, punitive or consequential damages incurred by Seller.
- 15. INDEMNIFICATION:** Seller will indemnify, defend and hold harmless Glenmark, its affiliates and their successors, assigns, officers, directors, employees, contractors, representatives and agents for, from and against any claim, suit, settlement, liability, loss, damage, lien, judgment, fine, civil penalty, expense and cost, including, without limitation, attorneys' fees, expert's fees and litigation expenses, arising directly or indirectly out of Seller's failure to comply with any of its obligations under the PO.
- 16. GOVERNING LAW:** All PO's will be governed by and construed in accordance with the laws of India, and any dispute arising from the PO will be referred to arbitration in accordance with the London Courts of International Arbitration, India ("LCIA India Rules"), for the time being in force, which rules are deemed to be incorporated by reference in this clause. Seat and place of arbitration shall be Mumbai and language used shall be English.
- 17. COMPLETE AND FINAL UNDERSTANDING:** The PO including the Terms and any exhibits, attachments, schedules and/or amendments hereto, represent the complete and final understanding between the parties with respect to the Goods being purchased by Glenmark. This PO and the Terms supersedes any other understanding regarding the subject matter of the PO (whether written or oral). The Purchase Order and the Terms will only be amended by a change order issued by Glenmark in writing signed by both parties, and any other attempted amendment will be null and void.
- 18. AGREEMENT:** If the Seller & Glenmark have entered into a Supply Agreement /Definitive Agreement, then in the event of a conflict between the PO and Terms contained herein and Supply Agreement / Definitive Agreement, the terms of the Supply Agreement / Definitive Agreement shall prevail. In the absence of any Supply Agreement / Definitive Agreement, the terms of the PO will be effective and binding.
- 19. USE OF NAME:** Seller shall not use the name of Glenmark or any of its officers, agents, or employees in any publicity or advertising, including reference and customer lists.
- 20. TRANSPORT SAFETY:** Seller will advise transport contractor to carry their own safety equipment including hand gloves, safety goggles, shoes etc., which should be worn by them during material handling in case of hazardous good.
- 21. TRANSPORT INSURANCE:** If it is ex-factory then Glenmark shall be responsible for transport insurance.
- 22. BLUE PRINTS:** All blueprints are the property of Glenmark and are returnable upon demand.
- 23. PRINTING AIDS:** All the artworks, blocks, cylinders or any aids provided to the Seller are the property of Glenmark and are returnable upon demand. Further any printed material rejected by Glenmark at the Seller's premises shall be destroyed completely in the presence of Glenmark's authorized representative and if delivered and received by Glenmark the same shall not be returned and shall be destroyed by Glenmark in any circumstances.
- 24. IMPORTANT:** Fire, labour trouble, embargo, explosion, floor, war, accident, interruption or delay in transportation partial or complete suspension of plant operations and also any circumstance beyond Glenmark's control shall relieve Glenmark from accepting the deliveries herein while such clause is operative. However, at Glenmark's option, the specified period may be extended and the deliveries so omitted shall be made during the period of such extension or may be cancelled.
- 25. EHS Requirement:** Glenmark requires its Sellers to provide safe and healthy work environment, protect their workers from hazards, prevent or mitigate unintended release of chemicals, identify and assess emergency situations and provide information relating to hazardous materials. Sellers are expected to comply with all applicable EHS regulations and operate in an environmentally responsible and efficient manner (adopt 3R principle) to minimize adverse impact on environment.
- 26. NOTE:** If the goods are taxable under GST, please ensure that the contents prescribed by the GST laws and rules are reflected on the face of the invoice. If the GST authorities deny input tax credit for reasons attributable to any failure on your part, the GST amount shall be debited to your account.