



Purchase Order **Standard Terms & Conditions**

General- These general terms and conditions for purchases shall apply to and be a part of any and all purchasing contracts, agreements, purchase orders, or other purchasing relationships, whether oral or written between Buyer and or its Affiliates and Seller of the goods, services, annual maintenance contract, construction contract, or works unless the parties have otherwise agreed in writing.

Any general sales terms and conditions of the seller or any other general or standard trading terms that may be written on or referred to in any quotation, offer, order confirmation, invoice, or other documentation used or made available via a website owned or operated by the seller are excluded and superseded by the contract and these general terms and conditions for the purchase, which constitute the entire contract between the seller and the buyer with regard to the delivery of the goods. Any modification to these general terms and conditions must be made expressly and approved in writing to be effective.

Conclusion of contract- When a purchase order is given to the seller, it is considered to be binding on them. Only written purchase orders that are not canceled by the buyer within a reasonable time will be considered binding on the buyer.

Pricing and payments- The prices listed in the contract and/or purchase order of the buyer, unless otherwise specified in writing, shall include all costs, expenses, and charges related to the delivery of the goods, including but not limited to packaging, transportation, insurance, and other fees, as well as any taxes. The costs associated with the goods shall be fixed and firm unless otherwise specified in writing.

The Buyer shall be entitled to withhold payment of any invoices until the foregoing non-compliance and breach are remedied if the Goods have not been delivered by the terms of the Contract or the Seller is otherwise in violation of its obligations under the Contract. Payment by the Buyer does not signify acceptance of the Seller's performance of the Contract's obligations. The Buyer also has the right to deduct any and all amounts (including liquidated damages) that the Seller owes the Buyer for any reason from the amounts payable to the Seller.

Taxation- The Seller must adjust the contract price to reflect any tax benefits or savings, if any, due to tax credits or reduced tax rates for the Buyer. The Seller agrees to do whatever is necessary to allow the Buyer to claim an input tax credit in relation to any GST due under this Contract, and the Seller shall abide by all compliance requirements under GST law.

In accordance with the format specified, the Seller must issue the relevant invoices, debit notes, and credit notes, each of which must include the details needed for the buyer to claim an input tax credit.

If the Seller violates any of the terms of this agreement, including but not limited to failing to upload accurate information or providing inaccurate information on the GSTIN portal, delaying or failing to deposit the tax by the due date, failing to provide accurate documents or



returns, or providing inaccurate or incomplete documents, the Seller shall be liable to reimburse the loss which accrues to the Buyer.

GST details- Please let us know the harmonized system of nomenclature code (HSN Code) of the product and service accounting code (SAC) for goods and services. The GST No. and the consignee's name and address must be included in the invoice.

Packaging and shipment- Without charging the buyer any additional fees, the Seller agrees to pack, package, mark, and/or otherwise prepare the goods in accordance with generally recognized commercial practices, legal requirements, and the buyer's instructions. The Seller is responsible for paying the Buyer for all claims, losses, damages, costs, and expenses incurred as a result of failing to pack, package, mark, or prepare the Goods as described above. Additionally, the Seller must hold the Buyer harmless from any claims for losses, damages, costs, and expenses incurred by third parties.

On the transport documents or invoices, the seller must make a clear endorsement stating that the containers or packaging are returnable and that the return will be at the seller's risk and expense.

The Seller shall, at the Buyer's request and at the latest upon delivery of the Goods, deliver all documents required by law and any documents requested by the Buyer. The Buyer may decline to accept delivery of the Goods if the Seller does not include the necessary documents with them. In this situation, the Goods will be regarded as having not been delivered for the purposes of these terms and conditions.

Quality- The supplier is required to meet the buyer's quality expectations for the goods as well as the buyer's intended use. The risk and expense of the Purchaser's rejection, if any, shall be borne by the Seller. Unless otherwise specified, the Supplier shall ensure that the Goods have a minimum shelf life remaining at the time of delivery to the Buyer, excluding transit time.

Delivery- Deliveries of the Goods must take place in the quantities, at the times, and locations designated by the Buyer. Partial, excessive, early, or late deliveries will not be subject to the Buyer's acceptance or financial obligation. If the buyer so requests, non-conforming goods must be returned at the seller's sole risk and expense. The mutual Contract between the Buyer and the Seller must be followed for any changes to the delivery schedule.

For domestic shipment(s), the Buyer will have the choice of purchasing the Goods "ex-works" or "FOR" terms. In addition, the Seller agrees to reimburse the Buyer for any losses, damages, or costs that were reasonably incurred as a result of the delay or the annulment of the contract.

The Buyer reserves the right to cancel the purchase order or release in the event of a delay in the delivery of the Goods without incurring any liability (including compensation, penalty (ies), or charge(s), etc.) to the Seller.

If the Buyer's damages, losses, costs, and expenses are greater than the liquidated damages, the Seller will pay the Buyer, the Penalty amount shall neither limit nor exclude the Buyer's right to compensation from the Seller for those costs. The Seller shall comply with all



logistics and warehousing procedures, including those set forth in the supply chain contract or in any transportation routing letters.

Documents- The Supplier has to furnish all relevant documents including but not restricted to the following:

- a. Invoice copy bearing IUPAC Name & CAS number
- b. Duplicate copy of the invoice for the transporter
- c. Valid e-waybill, bill of lading
- d. Certificate of analysis
- e. Material Safety Data Sheet
- f. Others as required by governing law
- g. As requested by the Buyer

In case of imports by the Buyer:

- a. The Supplier shall provide all information and documentation that may be needed to demonstrate the country of origin, the regional value content, and the specific requirements for the Goods.
- b. The Supplier shall cooperate fully with the Buyer and the investigating authorities and shall offer any information or justification required by the appropriate government agencies.
- c. In the event that FTA benefits are denied, the Supplier shall defend the Buyer and pay any claims that might be made.
- d. Whenever the Buyer requests it, the Supplier must provide any additional documents necessary to comply with Section 28DA of the Customs Act of 1962.

Where applicable, the Supplier must adhere to REACH obligations set forth by the European Council for Registration, Evaluation, Authorization, and Restriction of Chemicals.

Ownership, Risk, and Title- When delivery is complete in accordance with the Delivery clause, the title to the goods passes from the seller to the buyer. Upon acceptance, the buyer assumes all risk of loss and damage to the goods and any component parts thereof.

Inspection and Rejection- To better ensure the quality of the goods to be supplied under the contract, the Buyer and its authorised representatives have the option to inspect the Seller's manufacturing facilities during regular business hours and with reasonable notice.

The Seller's obligation to deliver the goods in accordance with all of the terms of the contract will not be impacted by the Buyer's inspection of any portion of the goods or failure to inspect the goods, nor will such inspection or failure to inspect the goods constitute a waiver of any contractual or legal rights of the Buyer.

The Buyer's rights under these terms are not waived or affected by the use or acceptance of the goods, by payment for them, or by a failure to promptly notify the Contractor/Supplier. The Buyer's acceptance certificate serves as conclusive evidence of the Seller's fulfillment of its obligations in this regard.



Excess supplies or Shortages- If more goods are delivered than were ordered and they are not accepted, they will remain at the buyer's premises at the seller's expense and risk without being paid for. Shortages that are greater than a mutually agreed-upon threshold or that exceed acceptable standards won't be accepted or paid.

Subcontractor-made goods are also covered by the seller's warranty. The buyer will continue to have access to the goods that are covered by the warranty up until replacements are given. The Buyer may fix a defect themselves at the Seller's expense if the Seller is unable to do so.

Indemnity-The Supplier shall indemnify, defend, and hold the Buyer, its affiliates, and each of their respective officers, directors, employees, consultants, and agents (collectively, the "Buyer indemnified parties") harmless from and against any claims, penalties, losses, actions, damages, expenses, legal fees, and other liabilities incurred by the Buyer indemnified parties or any of them in connection with Supplier's breach of any of its obligations under the contract; any liens or encumbrances relating to any Goods or Services; or any intentional, negligent, or reckless act or omission on the part of the Supplier or any of its Affiliates or subcontractors.

Warranty- The seller represents and warrants that all goods: a) are in full compliance with the specifications as stated in the purchase order or as described in the Seller's Goods datasheet or in specifications provided in writing to the Buyer; b) are free from contamination or defects as far as materials manufactured and designs are concerned; c) are merchantable and suitable for their intended purpose of use; d) comply with all applicable laws and regulations, including those pertaining to, among other things, health, safety, and environmental protection. g) are appropriate for their intended use and comply with all relevant laws and generally accepted technical standards. All other express warranties made by the seller and any and all implied warranties arising under applicable law are in addition to the aforementioned.

The Supplier must abide by all laws, rules, regulations, orders, and standards that are relevant to the production, labelling, transportation, importation, exportation, use, operation, packaging, licencing, approval, or certification of the goods, including but not limited to those that deal with environmental issues, product safety, pay, hours, and working conditions, hiring subcontractors, discrimination, occupational health and safety, and motor vehicle laws.

The Buyer may also make a claim under the terms of a guarantee that the Seller provided regarding the qualities or durability of the delivered goods. This exclusion does not apply to flaws or damage to the delivered item brought on by normal evaporation and normal wear and tear

Any delivery-related defect must be reported by the buyer as soon as it is found during normal business operations.

Any items obtained from third parties are also covered by the seller's warranty.

Until replacements have been provided, the goods that are covered by the warranty must be complained about by the buyer; after that, they become the seller's property. The Buyer may fix a defect themselves at the Seller's expense if the Seller is unable to do so.

The Seller confirms that it is not a government official and is not connected to any such official. The Seller further represents and warrants that the Seller: a) shall not, directly or through any third party, give, promise, or offer any bribe; or request, agree to receive, or accept any bribe; in connection with the Contract or its dealings with the Buyer; b) shall have in place adequate



procedures to prevent those performing the Contract on the Seller's behalf from committing any such act.

Infringement of intellectual property rights- The Seller hereby agrees that the Buyer shall have a non-exclusive, perpetual, worldwide, royalty-free use of such intellectual property in connection with the Buyer's use, possession, sale, or distribution of the goods upon delivery of the goods.

The Seller guarantees to the Buyer that the goods will not violate any patents, trademarks, copyrights, designs, or other intellectual property rights belonging to a third party. Without the Buyer's prior written consent, the Seller is not permitted to use the Buyer or its trademark/logo as a reference for marketing or commercial purposes.

Confidentiality and data protection- The Seller agrees to keep all materials, information, and knowledge provided by the Buyer or its affiliated entities, as well as any other information he learns in connection with the negotiation and performance of the contract completely confidential. The Seller also agrees to use the confidential information solely for the purpose of carrying out the contract. As necessary for the performance of the Contract, the Seller agrees to impose the same obligations on any employees and third parties who obtain confidential information. The Seller guarantees that these employees and third parties will uphold these obligations. The Seller will still be responsible for any violations committed by staff members or outside parties. Additional conditions stipulated in any applicable confidentiality or non-disclosure Contract that the Seller and the Buyer have entered into shall also apply to the information exchange under the contract.

When processing personal data to carry out its contractual obligations, each party shall abide by all applicable data protection laws.

Cancellation- With the exception of paying the Seller the reasonable cost of the work in progress within the timeframe specified on the face of this agreement, the Buyer is free to end this contract or any part of it at any time upon written notice to the supplier without any liability.

Insurance- The Seller is required to purchase sufficient insurance at his own expense to protect against any loss resulting from services provided or products delivered by the Seller. Additionally, in accordance with the pricing terms of the contract, the Seller shall purchase insurance for the supplies and transportation. The Seller shall deliver any insurance policies or pertinent documents requested by the Buyer in lieu thereof.

Applicable to MSME vendor- If the vendor provides an MSME certificate after receiving an order from the company, any subsequent MSME liability on the company resulting from the delay in declaring the MSME certificate will be transferred to the vendor, and they agree that the company may debit their account accordingly.

Miscellaneous- Any part of these terms and conditions that is deemed invalid or unenforceable for any reason does not affect the remainder's validity or enforceability in any way.

Without the Buyer's prior written consent, the Seller may not assign any Contract for the Sale of Goods or any rights thereunder, in whole or in part, to any third party.

The Seller shall remain fully liable for the performance or non-performance by the sub-contractors of the Seller's obligations under the Contract, even if the Buyer has given written consent to the Seller to use subcontractors.

The Buyer shall be permitted to perform its obligations under the Contract by means of affiliates of the Buyer. Any obligation of the Buyer under the Contract that has been carried out by an affiliate of the Buyer shall be deemed fully satisfied as though the Buyer itself had carried out the obligation. The Buyer's Affiliates shall be entitled to all rights granted to the Buyer under the Contract.

The general purchasing terms and conditions will be considered a part of the contract. The headings used here are merely for convenience and have no bearing on the contract's essential provisions.

Sustainability and Code of Conduct- The Buyer's values are supported by the Code of Conduct, which lays out the guidelines for moral and responsible business behaviour. The obligations of the Seller include adherence to this Code of Conduct in full.

The Seller will not obstruct the development of substitute channels for educating | consulting with employees, integrating quality management standards, and guaranteeing high-quality Goods to Buyer and its customers where the right of freedom of association and collective bargaining is restricted by law.

Use the best/sustainable resources throughout the life-cycle of the goods from design to disposal and make sure that everyone across the value chain, including designers, producers, customers, and recyclers, is aware of their responsibilities. Encourage the use of environmentally friendly technologies and practices and the reduction of negative environmental impacts throughout their supply chain. Work together with the buyer to achieve environmental and social objectives

Force Majeure- Force Majeure is an act of war (whether declared or not), hostilities, invasion, act of foreign enemies, terrorism, or civil unrest; ionising radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel; radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly, or nuclear component thereof, a strike or strikes, other industrial action, blockade, embargo, or other civil disturbance (whether lawful or not), each of which has a significant adverse effect on the sector associated with the affected services and is not caused by the Buyer, any of its subcontractors, or suppliers, and the resolution of which is beyond the reasonable control of all such parties; specific instances of exceptionally adverse weather conditions that are materially worse than those experienced in the relevant locations at the relevant time and exceed the conditions that must be anticipated in the contract; a tempest, earthquake, or other natural disaster of overwhelming proportions; an epidemic or pandemic beyond the control of the parties; or a disruption in the supply of electricity or water that is not covered by the contract reached with the (utility co.) and any other unforeseeable events beyond the control of the parties that would have been unreasonable for the affected party to take precautions against and that the affected party cannot avoid even with all reasonable precautions, which in each case directly

prevents either party from being able to fulfill all or a significant portion of its obligations under the contract.

If and to the extent that it is prevented from performing its obligations under this contract (other than payment obligations) or suffers losses or damages of any kind as a result of a force majeure, neither party shall be in breach of this contract or be liable to the other party for those losses or damages (other than as expressly provided for in this contract).

In the event of a force majeure, the affected party shall give the other party notice of the force majeure conditions, reasonable proof of the event's nature and its impact on the performance of the party's obligations under the contract, and the anticipated date for their removal, all within seven days.

If the relevant force majeure lasts for an extended period of time (more than three (3) months), the parties must hold sincere discussions in order to find a solution or come to an agreement on any alternative arrangements (including terminating this Contract) that would be fair and reasonable under the circumstances.

Governing laws and Jurisdiction- The Seller shall comply with all applicable local, regional, and national laws, regulations, and permits related to environmental protection, occupational health and safety, and hazardous materials management. Republic of India law shall apply in interpreting and enforcing these terms and conditions. The only courts with jurisdiction over any disputes relating to this agreement are those in Delhi.

The Seller shall comply with all employment laws, conduct business honestly, and uphold the protection of human rights in all of their operations, prohibit the use of forced labour and child labour; uphold social obligations and conduct business with integrity; and adhere to all laws and regulations by implementing effective management systems. Provide a healthy and safe working environment for their employees, contractors, partners, and other people who may be impacted by their activities. Follow the fundamental principles outlined by the Buyer, uphold workers' rights in regard to their ability to form unions.

EHS Compliances-

- a. **Hazardous Materials:** If the Seller handles or transports hazardous materials, they shall ensure proper labelling, storage, handling, and disposal of such materials in accordance with applicable regulations.
- b. **Pollution Prevention:** The Seller shall take measures to prevent pollution, including minimizing waste generation, implementing pollution control technologies, and promoting recycling and reuse of materials wherever feasible.
- c. **EPR- Plastic Waste Compliance-** The Seller dealing in plastic packaging should register for Extended Producers Responsibility and dispose of such plastic waste in accordance with applicable regulations.
- d. **Energy and Resource Efficiency:** The Seller shall strive to improve energy efficiency, conserve natural resources, and minimize water consumption in their operations through the adoption of sustainable practices.
- e. **Emissions and Discharges:** The Seller shall monitor and control emissions, discharges, and releases of pollutants to air, water, and land, ensuring compliance with applicable emission standards and environmental permits.

- f. Occupational Health and Safety: The Seller shall establish and maintain a safe working environment for its employees and contractors, implementing appropriate health and safety measures, providing necessary training, and ensuring compliance with occupational health and safety regulations.
- g. Emergency Preparedness and Response: The Seller shall develop and maintain emergency response plans to address potential incidents, accidents, or natural disasters that may pose risks to the environment, health, or safety. This includes training employees on emergency procedures and conducting regular drills.
- h. Reporting and Record Keeping: The Seller shall maintain accurate records of its EHS performance, incidents, accidents, and near misses. They shall promptly report any incidents or non-compliance with EHS requirements to the contracting party.
- i. Audits and Inspections: The contracting party reserves the right to conduct audits or inspections, either directly or through a third party, to verify the supplier's compliance with the agreed-upon EHS standards and requirements.
- j. Continuous Improvement: The Seller shall strive for continuous improvement in its EHS performance. This includes setting measurable goals, conducting regular assessments, implementing corrective actions, and sharing best practices.

Arbitration- Any and all disagreements or disputes arising between the parties regarding the interpretation, application, or effect of this Contract or its breach must be resolved amicably.

However, if the parties are unable to settle them amicably within 30 days or any longer period that the parties may agree upon from the date such negotiation began, the matter shall be settled by arbitration. With thirty days' written notice to the other party and a detailed description of the dispute's nature and disagreements, either party may refer the dispute to arbitration. The arbitrator for this arbitration will be chosen by the parties to this agreement unanimously. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, or any statutory modification thereof. Delhi will serve as the arbitration's location. The language of operation for the entire arbitration process shall be English. The parties must abide by the sole arbitrator's decision, which is final and binding.