

## Maxcure Nutravedics Limited (Maxcure)

Plot No.13, Sector-6A, I.I.E., SIDCUL Ranipur Haridwar Uttarakhand India 249403 Ph No.: 01334-239794 E-Mail: works@maxcure.in

GSTIN No.: 05AAACM2050R1ZF

Mfg Lic No

CIN No. : U74899DL1994PLC057323

: UK-BB-367/2010 UK.AY-195/2010

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Vendor GSTIN No. 27AACCC3785B1ZU	Sh
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NOVO EXCIPIENTS PVT LTD	Ma:

nipping Address TIN No.: 05AAACM2050R1ZF xcure Nutravedics Limited P.O. NO. : 7600039411 P.O.DATE : 14.04.2025

5/C, SHREE LAXMI INDUSTRIAL ESTATE,

Plot No.1A, Sector 10, IIE, Sidcul,,

Our PAN No. : AAACM2050R

LINK ROAD, ANDHERI WEST, MUMBAI MUMBAI 400053 Maharashtra

-249403, HARIDWAR, INDIA

State Code . 05

SNo.	Item Description	MOU	Quantity	Accep tance Limit + %	Rate INR	Del.Date	Amount INR
1	NOVOMIX GREEN MR-47020 Pack Size :-5 KG Mat.No: 10014697 HSN No: 32050000 JIIG @ 18%	KG	5.000	0.0	1436.000	20.04.2025	7180.00

PAYMENT TERMS : 60 days after delivery Incoterms : ZFP - FOR AT HARIDWAR PLANT 1. Material should have remaining shelf

life not less then 85%.

2.As per shared specifications & current pharmacopeia.

3.Material should be supplied from single lot.

Total Item Value IN: Integrated GST 7,180.00 1,292.40

(INR.EIGHT THOUSAND FOUR HUNDRED SEVENTY-TWO RUPEES AND FORTY PAISE)

Grand Total

8,472.40

## Terms & Conditions of Purchase Order

OFFER: These terms and conditions, together with the Order, constitute an offer by Purchaser to purchase the Goods / Services (as applicable) from Seller pursuant to the terms and conditions described herein. In the event there is a conflict in the terms and conditions of the Order and any additional valid agreement fully executed by both parties ("Definitive Agreement"), the terms of the Definitive Agreement will prevail over the terms and conditions stated in this Order. The commercials set forth in the Order confirmed by the Seller either by way of Acceptance or by delivery of the Goods shall be deemed final and binding on the Seller. Payments pursuant to this Order shall by itself not constitute an acceptance of the Goods, which shall be subject to adjustment for shortages or deficiencies or delays in the Goods, and which at the discretion of the Purchaser be either replaced by the Seller at its own cost or such amount shall be promptly refunded to the Purchaser.

ACCEPTANCE: The acceptance of the Order shall be communicated in writing within three (3) days of receipt of the same by the Seller. Failure to confirm receipt of the Order within three (3) day shall be deemed to have been accepted and binding upon the Seller. In the absence of a written acceptance, the delivery of the Goods by the seller shall also constitute a full acceptance by Seller of the Order. The Purchaser retains the right of inspection and approval at destination.

JURISDICTION: Any dispute arising out this Purchase Order shall be decided by a competent Court in Delhi and shall be subject to jurisdiction of Delhi courts only.

PURCHASE ORDER							
111171 Vendor GSTIN No. 27AACCC3785B1ZU	Shipping Address	P.O. NO.	: 7600039411				
	GSTIN No.: 05AAACM2050R1ZF	P.O.DATE	: 14.04.2025				
NOVO EXCIPIENTS PVT LTD	Maxcure Nutravedics Limited	72					
5/C,SHREE LAXMI INDUSTRIAL ESTATE,	Plot No.1A, Sector						
NEW	10, IIE, Sidcul,,	Our PAN No.	: AAACM2050R				
LINK ROAD, ANDHERI WEST, MUMBAI	-249403, HARIDWAR, INDIA	State Code	: 05				
MUMBAI 400053 Maharashtra							
		3.5					

TIME OF DELIVERY: If supplier fails to make the deliveries within the time specified in the Purchase Order, Purchaser may terminate this purchase order, or such part in respect of which there is delay. The Purchaser reserves the right to purchase the goods from open market and to charge the supplier for any loss incurred thereby. Purchaser may at any time postpone delivery of any of the Goods ordered herein for a reasonable period of time for specified reasons. Purchaser also reserves the right to cancel the Purchase Order at any point of time. Supplier shall also be liable to refund the amount advanced by the purchaser along with 24% interest per annum.

QUALITY: Supplier expressly warrants that all Goods supplied by him shall conform to the specifications stipulated by the Purchaser as also to any drawings, samples or other descriptions furnished by the Purchaser or in the absence of specifications, the Goods shall be free from all liens, security interests and encumbrances of any type; the Goods shall be fit and sufficient for the purpose intended, and that all Goods will be merchantable, of good quality and workmanship and free from any defect whatsoever. Purchaser shall have the right to destroy any Goods and packaging that does not conform to the Purchaser's specifications or samples. Supplier shall indemnify the purchaser in case of losses, damages etc. due to quality of product / service. Quality Certificate (or equivalent document) certifying the quality of the product meeting company requirement & carries Vendor batch number / identification found on package(s).

QUANTITY: Where the nature of Goods should be such that certain normal variation in quantity is likely to occur, such variation within the norms fixed by the Purchaser, Supply in excess of permissible limit shall not be accepted and the same shall be returned (without being bound to do so) at the suppliers cost and risk unless prior permission in writing has been obtained by the supplier from the Purchaser.

WEIGHT: Unless otherwise stipulated weight recorded at Company's designated place of Business shall be deemed as final.

PACKING: Supplier shall ensure suitable, secure and trans-worthy packing of all goods supplied against the order. Packing list must accompany each consignment.

SAFETY IN TRANSPORTATION: Vendors supplying hazardous chemicals should ensure that specified tankers only are used at the time of filling which are permissible as per rules for a particular hazardous chemical/ solvents. Further the tanker should carry valid approval documents, from the designated approving Authority such as Department of Explosives / State Road Transport authorities etc. Further the Driver & Cleaner of the tanker should be qualified / trained and experienced, as per the Transport Regulations for Emergency Management Rules (TREM) and the tanker should also carry a TREM card, failing which the vendor would be responsible for any loss, including third party compensation, in case of a mishap, accident etc.

INSPECTION: All Goods shall be subject to Inspection by Purchaser at the destination. Purchaser reserves the right to reject any Goods after inspection. Any rejected Goods shall be removed at the expense of supplier (including transportation both ways) promptly after notification of rejection and supplier shall bear all risk of rejected Goods. Purchaser reserves the right of destroying the rejected Goods if the same is not lifted within 21 days of the Issue of Rejection Note. Purchaser may decide to retain rejected Goods and remedy any defects, co st of effecting such remedy shall be recovered from the amount due to supplier.

PRICES: No supplies are to be effected at a price higher than that given in the order and any change proposed to the Order is subject to confirmation in writing from the Purchaser and valid only upon the issuance of an amended Order.

INSURANCE: Unless otherwise stipulated goods supplied against the order are to be insured by the supplier and all losses incurred for these cases shall be to suppliers account. In case goods to be insured by the purchaser the same shall be subject to receipt of necessary details including dispatch details, taxes, freight and other incidentals, and particulars of Transporters / Carriers to be intimated by supplier on the date of dispatch itself.

## TAXES:

- The Supplier shall comply with all its obligations as applicable under the Goods and Service Tax Law or

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NOVO EXCIPIENTS PVT LTD  5/C,SHREE LAXMI INDUSTRIAL ESTATE,  NEW  LINK ROAD, ANDHERI WEST,MUMBAI  MUMBAI 400053 Maharashtra	Maxcure Nutravedics Limited Plot No.1A, Sector 10, IIE, Sidcul,, -249403, HARIDWAR, INDIA	Our PAN No. State Code	: AAACM2050R : 05			

related rules thereof (#GST Law"). In particular, the supplier shall ensure correctly and timely report their invoices and pay related taxes to the government.

- The Supplier shall defend, indemnify and hold the recipient harmless against all losses, claims and liabilities arising out of any failure by the Supplier to meet its obligations under GST Law, including any failure or error that result in denial of any tax credit under GST law to the Purchaser.
- Further, the Supplier shall fully co-operate with the recipient to respond to the relevant tax authority's demand and to resolve any mismatch i.r.o. related inward supply and tax thereof.
- All invoices to be issued by the supplier shall be in accordance with the provision of section 31 read with Rule 46 of the GST Law and related rules.
- No payment shall be paid, if the vendor fails: -
- # To file their GSTR-1 for the relevant tax period by 11th/13th of following month/quarter;
- # To report relevant invoices in the relevant tax period within prescribed time;
- # To remit tax involved on such inward supplies to the government;
- # To issue valid tax invoice with valid 64 digits IRN and government signed QR code (applicable only if e-invoicing provision is applicable on supplier).
- Disclaimer: the payment of supplier's valid tax invoice shall be subject to the condition that he shall ensure that proper invoice, credit and debit note data is uploaded in the GST and GST liability is paid within statutory deadlines, to enable us to claim GST credit of the taxes in timely manner. In case of any mismatch in the data uploaded by you on the GST portal vs the invoices submitted or GST paid to govt. vs Govt. charged to us, we reserve the right to recover the GST along with interest and penalties after providing reasonable opportunity to you to rectify the error, but not later than 31st October after close of each financial year. Also, we reserve the right to reject your invoices if they are not appropriately and timely uploaded on Govt. Portal or tax is not paid in time.

CONFIDENTIALITY CLAUSE: The Supplier agrees and acknowledges that for the purpose of this transaction or in the course of performance of the services etc., (if applicable) under this Order, it may be provided with or shall have access to certain non-public, proprietary and confidential information belonging to the company. The Supplier undertakes to secure and hold all such information, in strict confidence. The Supplier shall limit its disclosure only to such of its employees, on a 'need to know' basis for the fulfillment of the purpose under this Order and shall be responsible for breach of the same by it or its employees. The Supplier Undertakes to promptly notify the company, should it be required to disclose any information received from the company to a third party pursuant to any mandatory requirements under law. The confidentiality obligation set forth herein shall not apply to any information, which is now or hereafter becomes generally known to the public through no act or fault of the Supplier. This obligation of maintaining confidentiality shall survive the expiration or termination of this Order.

PUBLICITY: Seller shall not make or publish any notice, advertisement, press release, or other communication with respect to the Order, its contents, or the Services without Purchaser's prior written consent. Seller shall not use Purchaser's name or logo in any of its advertising, client list, or sales promotional material.

INDEMNIFICATION: Seller agrees to indemnify and hold Purchaser and its directors, employees and officers harmless from and against any and all liabilities, costs, losses, damages, penalties or expenses, including reasonable attorneys fees, incurred or suffered by Purchaser as a result of or in connection with Seller's (i) breach of any of its obligations representations or warranties; (ii) death or injury to any person or property; (iv) negligence, willful misconduct or any acts of omissions on the part of Seller or its employees or sub-contractors (v) any tax or duty that is assessed against or levied on Purchaser by any governmental authority in relation to the Goods delivered by Seller.

Notwithstanding what is stated herein, Purchaser shall be entitled to claim and obtain all remedies available under law in respect of breach of any of the terms and conditions of this Order by the Seller.

CANCELLATION/TERMINATION: Purchaser reserves the right to cancel this Order at any point of time. Purchaser also reserves the right to terminate this Order for the following reasons: for cause or for insolvency with thirty (30) days written notice. In the event of termination, Purchaser shall have no further obligations to Seller ex cept to pay for Goods delivered and accepted by Purchaser prior to such termination.

MISCELLANEOUS: For Sellers providing Services and goods from India or Outside India (as applicable):

1. All Documents like Delivery Challan /Transportation document (e-way bill / LR / RR) etc. must carry company

PURCHASE ORDER 111171 Shipping Address P.O. NO. : 7600039411 Vendor GSTIN No. 27AACCC3785B1ZU : 14.04.2025 P.O.DATE GSTIN No.: 05AAACM2050R1ZF NOVO EXCIPIENTS PVT LTD Maxcure Nutravedics Limited Plot No.1A, Sector 5/C, SHREE LAXMI INDUSTRIAL ESTATE, Our PAN No. : AAACM2050R 10, IIE, Sidcul,, NEW State Code : 05 -249403, HARIDWAR, INDIA LINK ROAD, ANDHERI WEST, MUMBAI MUMBAI 400053 Maharashtra

## PO reference Number.

- 2. In the case of capital equipment supplies, the vendor (OEM) shall not dispatch the equipment without taking dispatch clearance note from company Site Engineering / HO Project team.
- 3. All invoices must bear our Purchase Order No. and the same delivery address needs to be mentioned as in the Purchase Order header. Vendor will ensure to connect and share all communication on buyer registered Email I'd & official contact No. as per email signature banner only.
- 4. Please ensure no official communication shall be allowed on personal contact numbers and E mail ID's.
- 5. The materials/ machines must be dispatched with proper E-Way bill wherever applicable.
- 6. (i) RM & PM related documents must be addressed to our Accounts Department at Delhi office address as mentioned in the purchase order footer.

(ii). Other than RM & PM documents must be addressed to our Purchase Department at Plant address as mentioned

in the Purchase Order header.

PREPARED BY

APPROVED BY Purchase

Manager-H.O

APPROVED BY

Jun 8

Corp.Off: ar, 101,Plot No.4,1st Floor,Mohan Place,LSC,Block-C,Saraswativih 101,Plot No.4,1st Floor,Mohan Place,LSC, Delhi Ph:27011315 Fax:27023256

Corrsp. address: Akums House, Plot No.131 to 133, Block-C, Mangolpuri Ind. Area, Phase-1, Delhi-110083, Ph:011-69041000