



# LUPIN LIMITED

# PURCHASE ORDER

## Central Purchase Office:

South Block, Empire Towers, 11th floor, Reliable Cloud City, Airoli  
East, Navi Mumbai - 400 708, India. Phone +91 22 6865 2000

For any Queries :

Name : Shubhangi Junghare

Email Id : shubhangijunghare@lupin.com

PO Number : 3000431585	Quotation No. :								
PO Date : 29-Jan-2025	Quotation Date :								
<b>Vendor &amp; Invoicing Party :</b> To, NOVO EXCIPIENTS PVT. LTD ( 209715 ) Attention : 5/C, SHREE LAXMI INDUSTRIAL ESTATE, MUMBAI - 400053 Maharashtra , India									
GSTIN : 27AACCC3785B1ZU									
Please deliver / dispatch the material(s) ordered / as per enclosed Annexure(s) subject to the instructions mentioned below as well as Terms and Conditions attached herewith.									
<b>S.No</b>	<b>Material Code/ HSN Code</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Rate</b>	<b>Discount</b>	<b>SGST /UGST Rate</b>	<b>CGST Rate</b>	<b>IGST Rate</b>	<b>Net Amount</b>
001	116524 / 32050000	NOVOMIX 100018 WHITE	560.000 KG	1,100.00				18.00 %	616,000.00
Manufactured By NOVO EXCIPIENT PVT. LTD. (995082) NAVI MUMBAI ,India						Delivery Schedule (Arrival at Lupin's Site): 22-Apr-2025 560.000 KG			
<b>Bill to &amp; Ship to (Final destination) Address :</b> Lupin Limited, Goa, Plot No.15-B, Phase 1-A, Verna Industrial Area, Verna, Salcete,GOA 403722 Goa India			<b>SUB TOTAL (INR)</b> Basic Value : 616,000.00 Packaging & Forwarding : 0.00 Customs duty - Dome : 0.00 Insurance : 0.00 Freight : 0.00 Others : 0.00 IGST : 110,880.00 CGST : 0.00 SGST / UGST : 0.00 RCM : 0.00 <b>GRAND TOTAL 726,880.00</b>						
GSTIN : 30AAACL1069K1ZS									
Amount (in words) : INR SEVEN LACS TWENTY SIX THOUSAND EIGHT HUNDRED EIGHTY ONLY									
Delivery Terms : EXW Vendor's plant (Incoterms 2020®)									
Payment Terms : 45 days credit									
* Transit Insurance:Tata AIG Marine Policy No - 0865085857 w.e.f. 01-Sept-2023, valid until 31-Aug-2024									
Additional Instructions :									

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Regd. Off. : Kalpataru Inspire, 3rd Floor, Off Western Express Highway, Santacruz(East), Mumbai-400055 Maharashtra, INDIA.  
Tel.: (91-22)6640 2323 CIN:L24100MH1983PLC029442,PAN NO :AAACL1069K,Visit us on : www.lupin.com.



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PO Number : 3000431585  
PO Date : 29-Jan-2025

Quotation No. :  
Quotation Date :

1. Please post / courier Invoice(s) & associated documents to:

Lupin Limited # Central Invoice Processing Centre,  
Empire Towers 11th Floor, South Block C & D,  
Thane - Belapur Road, Airoli East,  
Navi Mumbai - 400708.  
Tel: +91 22 68652000

2. Digitally Signed (not scanned signatures) invoices can be sent via email to "dsip@lupin.com" or "apmailboxindia@lupin.com".  
Please send 1 invoice per email with <Lupin PO Number> and <your Invoice number> in the  
"Subject" line of the email.

3. If any of the information related to your vendor data registered with us - viz the contact details, email id  
or bank account details, etc - have changed-please log in to the online portal - <http://lupin.supplier.ariba.com/>  
and update the relevant data. If you need assistance, please connect with your purchase contact at Lupin.  
Important note for suppliers Invoicing from India:

Every GST document issued (Tax Invoice, Credit Note, Debit Note, Bill of Supply, etc.) should be compliant in terms of the provisions  
contained in Chapter VI of the Central Goods and Services Tax Rules 2007. This includes provision of e-invoice wherever applicable.

Kindly ensure that the GST Compliant Invoice must have (i) GSTIN number(s) and PAN number(s) of both the supplier and the  
recipient Lupin Limited (BILL-TO) Location, (ii) Lupin Healthcare Limited PO Number, (iii) Name of person who has availed the  
service(s), (iv) HSN code for all goods or Service Accounting Code(SAC) for all services  
(v) If applicable, please print / put a stamp "Unregistered under GST" or "Exempt under GST" or "Under GST Composite Tax  
Scheme" or "Under GST Reverse Charge Scheme" on the Invoice(s).

For enabling Lupin Limited to get timely GST credit, please ensure that details of all Invoice(s) generated during a month are  
submitted as GST return (GSTR-1) before 10th day of the following month. Lupin Limited reserves the right to recover unavailable  
GST credit amount & applicable penal interest (if any) from such delinquent suppliers.

HSN Code # It is mandated by law to have minimum 6-digit HSN code for all goods to be supplied. We would encourage supplier to  
do a onetime exercise and update the HSN codes of the goods they supply to 8 digits. (one can find the codes at  
<https://einvoice1.gst.gov.in/Others/MasterCodes> )

TDS # w.e.f. 01 July 2021; in compliance with government regulations & as applicable Lupin Limited will start deducting TDS on  
purchases under sec 194Q of I T Act, 1961. The TDS certificates will shared to you in due course. Our centralised TAN number is -  
MUML04496C

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# LUPIN LIMITED

## TERMS AND CONDITIONS

Lupin Limited is hereinafter referred to as to "the purchaser" or "the company"

**OFFER:** These terms and conditions, together with the Order, constitute an offer by Purchaser to purchase the Goods from Seller pursuant to the terms and conditions described herein.

This Offer is not an acceptance or a confirmation of any previous offer or proposal from Seller, and this offer shall be deemed to be a rejection and a counter-offer put forth by the Purchaser with respect to any previous offer or proposal received from the Seller. 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 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 Mumbai and shall be subject to jurisdiction of Mumbai courts only.

**TIME OF DELIVERY:** Goods will be accepted till 3.00 pm on working and trucks reaching at any order time or on public holidays shall be off loaded only on next working day, and the Company shall not be responsible for any demurrages / any other charges towards the detention of vehicle.

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.

**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 to 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.

**QUANTITY:** Where the nature of Goods ordered is 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 chemicals / 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 (TERM) 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.

**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 Rejected Note. Purchaser may decide to retain rejected Goods and remedy any defects, Cost 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 Company 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. In case of goods insured by supplier all losses incurred shall be to suppliers account.

### TAXES:

- The Supplier shall comply with all its obligations under applicable laws in force at the time, including all laws, rules and regulations under the Goods and Services Tax ("GST") regime ("GST Law"). In particular, the Supplier shall pay its taxes and make all filings necessary under GST Law, including the GSTR-1 form, within the prescribed timelines. The Supplier shall defend, indemnify and hold the Purchaser 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 results in denial of any tax credit under GST law to the Purchaser.
- The Supplier shall fully co-operate with the Purchaser to respond to the relevant tax authorities demands, and to resolve any mismatch of the Purchaser and the Supplier's GST filings within the timelines prescribed under the GST Law.
- For all goods supplied prior to the date on which GST comes into effect (the "GST Date"), all payments will be made in

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accordance with the Indirect taxes applicable prior to the GST date; and

- For all goods supplied from and after the GST Date, payments will be made in accordance with the GST Law and all Indirect taxes applicable after the GST Date.
- Any credits accruing on account of GST which were not available prior to the GST Date, needs to be passed on to the Purchaser.
- For stock in hand/ goods in transit as on the GST Date, adequate documentation shall be maintained by the Supplier and made available to the Purchaser to ensure that Purchaser is able to claim any tax credits due to it.
- All invoices to be issued after the GST Date shall be in the format prescribed under GST law.

**FORCE MAJEURE:** The parties will not be in any way liable for non performance either in whole or in part or this Order or for any other delay in performance thereof in consequence of strike, lock-out, breakdown or accident to machinery or other accident of whatsoever nature, failure on the part or cause of whatever nature beyond their control.

**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, wilful 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.

**FORCE MAJEURE:** Neither Party will be liable for non-performance of the Order if the non-performance is due to any unforeseen events or natural calamities, strikes, lock-out, war or any other accident of whatsoever nature, beyond their reasonable control.

**NON-ASSIGNMENT:** Seller shall not assign, sub-contract or novate any of its rights in the Order without prior written consent of Purchaser. In the event of any such assignment, Seller shall not be relieved of its obligations hereunder and shall remain primarily liable after such assignment or novation.

**CHANGE OF CONTROL:** Seller shall provide a written notice to Purchaser for any change in its ownership or control. Any such change in ownership or control of Seller shall not prejudice Seller's obligations under the Order. In the event Purchaser does not consent to such change; Purchaser shall be entitled to terminate the Order with immediate effect.

**SEVERABILITY:** At the option of Purchaser, any finding that a part of the Order is invalid or unenforceable shall not affect the validity of any other part hereof. The various provisions of the Order are severable and if any provision is found by the Parties hereto or is held to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of any of the other provisions set forth herein.

**WAIVER:** Purchaser's failure to enforce at any time any provision of the Order shall not be construed as a waiver of such provision or of any rights thereafter to enforce such provision. Any waiver by Purchaser of any of the terms and conditions of the Order must be in writing and signed by an authorized representative of Purchaser.

**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 except to pay for Goods delivered and accepted by Purchaser prior to such termination.

**MISCELLANEOUS:** (Applicable for Sellers providing Services and goods from India):

1. All Documents like Delivery Challan /Transportation document (e-way bill / LR / RR) etc. must carry Lupin PO reference Number.
2. All deliveries must have a clear Packing List and Quality Certificate (or equivalent document) certifying the quality of the product meeting Lupin's requirement & carries Vendor batch number / identification found on package(s).
3. In the case of capital equipment supplies, the vendor (OEM) shall not dispatch the equipment without taking dispatch clearance note from Lupin site Engineering / HO Project team.

**ENVIRONMENT, SOCIAL AND GOVERNANCE (ESG):** Lupin expects suppliers and business partners to focus on sustainability integration in their business value chain and be compliant with all applicable laws and regulations. We also expect our suppliers to undertake environmentally responsible practices (e.g. renewable energy adoption, GHG emissions reduction, biodiversity protection, water and waste management initiatives etc.) and comply to right labor and human rights principles (e.g. good working conditions, health and safety precautionary measures, anti-discrimination/anti-harassment measures, no child labor, anti-bribery, etc.). All our suppliers and partners should comply with our third-party code of conduct, sustainable procurement policy and other relevant policies applicable and accessible easily from lupin Website. <https://www.lupin.com/investors/policies/>

**REPORTING CONCERNS:** Suppliers and partners and workers are encouraged to raise concerns or report suspected or known

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violations of law or regulation, Lupin code of conduct and policies through:

# India and APAC: [Lupinglobal.ethicspoint.com](mailto:Lupinglobal.ethicspoint.com)

# Americas and EMEA: [Lupin.ethicspoint.com](mailto:Lupin.ethicspoint.com)

# Additionally , any concerns can be directly reported to Compliance and ethics Office at [ombudsperson@lupin.com](mailto:ombudsperson@lupin.com)

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