



## Purchase Order

<b>Vendor Name &amp; Address</b> 101068 NOVO EXCIPIENTS PVT. LTD. 5/C, SHREE LAXMI INDUSTRIAL ESTATE  MUMBAI 400053 <b>GSTIN Number</b> : 27AACCC3785B1ZU <b>Name</b> : sec@novoexcipients.com	<b>P.O.No.</b> :9500121642 <b>P.O. Date</b> :04.06.2025 <b>Buyer</b> CHAITANYA KUMAR REDDY <b>Ph No.:</b> MULLANGI  <b>GSTIN Number</b> : 02AAACH5506R1ZJ  <b>Quotation No.:</b> BY MAIL <b>Quotation Date.:</b> 21.05.2025																																				
<b>Deliver and Bill to:</b> HETERO LABS LTD. UNIT IV(BADDI UNIT II)  HB 201,CHAKKAN ROAD,KALYANPUR VILLAGE BADDI (TEHSIL), SOLAN DISTRICT-173205, INDIA <b>Note:</b> If there are multiple plants with different delivery address then it will be shown in item level	<b>Note:</b> Not to deduct TCS as we are under obligation to deduct TDS under section 194Q as our turnover or total sales, gross receipts, exceeded the threshold limit of INR 10 Crores in the previous financial year.  <b>DL NO.</b> MNB/09/780 & MB/09/781 <b>CIN NO.</b> U24110TG1989PLC009723																																				
Place of supply :02-Himachal Pradesh We request you to supply the following material/service subject terms and conditions mentioned.																																					
<b>Terms of delivery :</b> : EXW ex works <b>Terms of Payment</b> : 60 Days Credit <b>Insurance</b>																																					
<table border="1"><thead><tr><th>Item</th><th>Material</th><th>Description</th><th>Unit Price</th><th>Order Qty.</th><th>Amount</th></tr></thead><tbody><tr><td>10</td><td>1009185</td><td>NOVOMIX YELLOW GEN-115046 IH</td><td></td><td></td><td></td></tr><tr><td></td><td></td><td>Gross Price</td><td>1,590.000 INR</td><td>50.000 KG</td><td>79,500.00</td></tr><tr><td></td><td></td><td>Input IGST</td><td>18.000 %</td><td></td><td>14,310.00</td></tr><tr><td></td><td></td><td>Freight/Quantity</td><td>20.000 INR</td><td></td><td>1,000.00</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td><b>94,810.00</b></td></tr></tbody></table>	Item	Material	Description	Unit Price	Order Qty.	Amount	10	1009185	NOVOMIX YELLOW GEN-115046 IH						Gross Price	1,590.000 INR	50.000 KG	79,500.00			Input IGST	18.000 %		14,310.00			Freight/Quantity	20.000 INR		1,000.00						<b>94,810.00</b>	
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<b>Mfg.Name:</b> NOVO EXCIPIENTS PVT. LTD.,A-374, TTC INDUSTRIAL AREA, NAVI MUMBAI <b>Mfg.Name:</b> NOVO EXCIPIENTS PVT. LTD. <b>HSN CODE:</b> 32050000  <b>Delivery Date:</b> 30.06.2025 <b>Other Terms &amp; Conditions:</b> "MATERIAL SHOULD HAVE MINIMUM 80% SHELF LIFE AT THE TIME OF DELIVERY  Materials can be rejected due to quality issues, damages due to improper packing or if improper storage conditions in transit (where ever required). Hetero not responsible for any return shipments and it is the responsibility of Vendor/Supplier to take back material from our facility with their cost." s  <b>Total Gross Value(INR)</b> <b>94,810.00</b>																																					
<div>For HETERO LABS LIMITED This Document is Electronically Approved. Hence, Signature is not Required</div>																																					

## Terms and Conditions of Purchase Order

This Terms and Conditions document shall govern exclusively, unless specified otherwise in writing by HETERO LABS LIMITED, all delivery of all Consignments which shall include but is not limited to materials, reactors, instruments, chemicals, vehicles, containers, machines, systems, software, gadget or electronic items (hereinafter referred as "Consignments") to HETERO LABS LIMITED group of companies (herein referred as HETERO LABS LIMITED).

### 1. Acceptance of Purchase Order:

1.1. Purchase Order will be binding upon the supplier when received and accepted by the supplier. Supplier shall send a written communication of acceptance within three (3) business days of receipt of Purchase Order.. In case no communication of acceptance is received from the Supplier, within three (3) business days of receipt of Purchase Order, the same shall be deemed to have been accepted by Supplier.

### 2. Delivery:

2.1. All Consignments must be delivered as per the agreed delivery dates specified in the Purchase Order if any or as per instructions received from HETERO LABS LIMITED thereof..Consignments which are not delivered as specified above are liable to be cancelled at the sole discretion of HETERO LABS LIMITED

2.2. All Consignments shall have at least twenty four months of validity or such period of shelf life as specified by HETERO LABS LIMITED from time to time. All Consignments if applicable shall carry manufacturer's warranty and user manual including but not limited to manufacturer's instructions on handling, safety, storage, maintenance and transportation, supplier's contact information, manufacturer contact information (if supplier is not the manufacturer), all statutory marks and labels applicable for each item or consignment as the case maybe. Supplier shall not change or edit any information provided by the manufacturer.

All Consignments must accompany (as per applicability)invoices, copy of Purchase Orders, list of Goods and quantities, delivery challan, quantity, quality/ technical specifications , Certificate of Analysis (COA), labels with mention of batch number, manufacturing date, details of expiry date/shelf life along with manufacturing site address.

In the event if Supplier is supplying multiple Consignments either ordered in a single Purchase Order or multiple purchase orders, Supplier shall pack them separately and clearly mark the content of each package. Packaging must be able to withstand inland climatic conditions and temperature and should be suitable to all modes of transport as warranted by the nature of the Consignment and shall be commensurate with best commercial transport and logistical practices. Similarly for air freighting packaging shall confirm to International Air Transport Association (IATA) standards and regulations.

2.3. Supplier should depute authorized and competent persons for commissioning and installation (if applicable) of Concaused by wrong commissioning and installation by the engineer/technician/software programmer deputed by Supplier.

### 3. Quality:

- 3.1. Quality of all Consignments supplied should be as per specifications mentioned under or either all of the following documents -
- i. Purchase Order
  - ii Supply or Purchase Agreement (in event one is executed)
  - iii Quality Agreement or Technical Agreement (in event one is executed)

With respect to quality, the documents shall have precedence in the following order - Quality Agreement or Technical agreement, Supply or Purchase Agreement and Purchase Order and such other instructions issued by HETERO LABS LIMITED from time to time.

3.2. HETERO LABS LIMITED's decision on Quality of Consignments shall be final and binding on supplier.

### 4. Incoterms:

The Supplier agrees to deliver the Consignments as per Incoterms 2010 specified in the Purchase Order from time to time.

### 5. Acceptance Testing:

5.1. The Supplier is obliged to render, free of charge, all reasonable cooperation required by HETERO LABS LIMITED within the context of the testing and inspection of the Consignments, including the granting of access to the Supplier's facilities and the provision of personnel expertise.

5.2. Any Consignment that are damaged or does not meet with the specifications or there is any deviation/deficiency as against specifications under clause 3 of this document or is not in working condition (irrespective of whether delivery by supplier directly or through its agent, distributor, logistic service or provide or otherwise), then at option of HETERO LABS LIMITED.

**PHARMA - (i) the Supplier shall replace the Consignments as per specification within fifteen (15) days with no additional expense to HETERO LABS LIMITED OR (ii) Supplier shall return all payments made by HETERO LABS LIMITED within five (5) working days failing which HETERO LABS LIMITED can charge interest at the rate of 18% per annum. HETERO LABS LIMITED shall not be held liable for any costs arising therefrom. All risk of loss attaching to the Consignments shall be deemed to have remained with the Supplier throughout.**

**5.3. In case due to nature of material ordered, excess/shortfall is likely to occur, then the excess or short supply is permitted to the extent of the tolerance limits of ordered quantity. Supplier beyond this limit shall not be accepted and will be returned to Suppliers at Suppliers cost and risk. Exceptions are permitted in case prior approval is obtained from HETERO LABS LIMITED in writing in this regards. It may be carefully noted that stipulated weight/quantity as measured at place of location of HETERO LABS LIMITED is final and binding on the Supplier.**

**5.4. HETERO LABS LIMITED shall not be liable for any delay or default in accepting the delivery of the Consignments.**

**6. Transfer of Title of Consignments:**

**Subject to Clause 4 of this document; HETERO LABS LIMITED shall acquire title and risk transfer of the Consignments. However, for all consignments rejected by HETERO LABS LIMITED per the terms and conditions of this document, The Supplier shall be solely liable at his own cost and expenses.**

**7. Payment:**

**7.1. Once HETERO LABS LIMITED has acquired title to the Consignments, the Supplier shall send its invoices to the address specified by HETERO LABS LIMITED in purchase order and enclosing the agreed documentation as detailed in clause 2.3 of this document.**

**7.2. All invoices raised by Supplier shall have the reference to Purchase Order number, date, delivery challan and other tax details. The amount as mentioned in the Purchase Order shall be inclusive of all taxes, transportation, insurance, handling and other governmental and local charges not imposed by law on HETERO LABS LIMITED. Supplier shall provide copies of all corroborative invoices and documents inter alia includes but is not limited to freight charge, lorry charges, bill of lading and such receipts as requested by HETERO LABS LIMITED .**

**8. Additional Remedies:**

**Post payment disbursement to Supplier, at any point of time if HETERO LABS LIMITED finds the quality of Consignments to be not in adherence to specifications of Clause 3 of this document or the Consignments are not in workable condition, without prejudicing to any remedy available to HETERO LABS LIMITED by law, at option of HETERO LABS LIMITED, the Supplier shall either (i) Substitute the Consignments with at its own expense with no additional cost to HETERO LABS LIMITED OR (ii) cure the defect within a span of twenty four (24) hours or as per time period specified by HETERO LABS LIMITED OR (iii) reimburse entire payment made by HETERO LABS LIMITED under this Agreement OR (iv) Adjust the entire amount in subsequent delivery (ies) to HETERO LABS LIMITED.**

**9. Non- Assignable:**

**The Purchase Order is not assignable by the Supplier and Supplier shall be solely liable for all the acts and omission.**

**10. Intellectual Property Law:**

**Supplier represents and warrants that Supplier has all the licenses or authorization to Supply the Consignments under this Agreement. Supplier represents that the Consignments supplied to HETERO LABS LIMITED does not infringe any third party intellectual property which includes but is not limited to patent or trademark or Design infringement of any third party. Supplier provides HETERO LABS LIMITED a perpetual, irrevocable, sub-licensable, royalty free license to use the Consignments for all purposes. Supplier shall defend such cases at their costs and indemnify HETERO LABS LIMITED for any such loss or damage that may arise due to such litigation or claims. During occurrence of any such dispute, Supplier will take all interim license or authorization at its own cost to ensure business continuity at HETERO LABS LIMITED .**

**11. Compliance by Supplier:**

**11.1. Supplier shall comply with all local, state and central laws applicable for the Consignments supplied to HETERO LABS LIMITED.**

**11.2 The Vendor (supply/Service) shall comply with the applicable legal requirements and standards under the laws. This includes, but is not limited to, the laws and regulations governing environmental standards, health & safety standards, employment, child Labor, forced Labor, sexual harassment, discrimination, minimum wages, freedom of association and collective bargaining, and human rights. The Supplier shall use best efforts to promote the Code of Conduct among its Suppliers and sub suppliers.**

**11.3 The Vendor (supply/Service) should not offer any gift, gratuity, or any form of privilege to any Hetero employee. Gifts, meals, or entertainment are permitted only if they are ordinary and reasonable, of limited value, consistent with accepted business practices and accepted ethical standards, and do not violate any law.**

**11.4 The Company reserves the right to terminate its business relationship with Vendor if the Vendor violates any laws, suppliers/other sub-contractors Violates this Social, Environment, Health, Safety, Compliance.**

11.5. Supplier guarantees that the Consignments it supplies under this agreement will not violate any national or international or legal requirements or any equivalent or related regulations. This also includes those requirements relating to presence or use of chemicals or other materials in products or product safety laws or regulations related to hazardous substance. Supplier also shall take this written undertaking from any subcontractors or agent or any third party whom they may engage in executing this purchase order. Supplier shall ensure and obtain relevant test reports from certified and accredited Labs or third parties in ensuring these compliances and product safety laws. Supplier agrees to indemnify HETERO LABS LIMITED from any loss or damages or legal expenses related thereon due to supplier's or thirdparty engaged by supplier violation or breach of this clause.

12. Cancellation of Purchase Order:

HETERO LABS LIMITED reserves the right to cancel or modify the Purchase Order on or before the delivery of the Consignment. Any payments made by HETERO LABS LIMITED shall be refunded within three (3) days from the date of cancellation or modification (if applicable) of the purchase order.

13. Confidentiality:

All the information contained in the Purchase Order or otherwise any information disclosed to Supplier whether in written or oral form shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of HETERO LABS LIMITED.

14. Indemnity:

Supplier agrees to indemnify and hold HETERO LABS LIMITED harmless from all costs, damages, taxes, charges or suffered by HETERO LABS LIMITED as a result of or arising from any delay, default or use of the Consignments supplied under the Purchase Order.

15. Insurance.

Supplier shall take and maintain all insurance as applicable which includes but is not limited to public liability insurance, including products liability, completed operations, transit insurance, contractors liability and protective liability, automobile liability insurance (including non-owned automobile liability) and Workmen's Compensation and employer's liability insurance. Seller agrees to submit certificates of insurance evidencing its insurance coverage when requested by HETERO LABS LIMITED

16. Insolvency of the Supplier

Should the Supplier becomes insolvent, or institutes or has instituted against it a petition for bankruptcy or is adjudicated bankrupt, or if an interim insolvency administrator is appointed or if insolvency proceedings are commenced in relation to the assets of the Supplier, or a receiver is appointed for the benefit of its creditors, the HETERO LABS LIMITED its credit may terminate the pending purchase order if any issued thereunder without any further obligation whatsoever towards Supplier.

17. Conflict:

In the event of any conflict between the terms of this Purchase Order and the Agreement (if executed), the terms of the Agreement shall prevail and supersede anything written in Purchase Order.

18. HETERO LABS LIMITED's Liability:

HETERO LABS LIMITED's liability under this Purchase Order shall be limited to the value of the Purchase Order shall not be liable for any indirect, incidental and consequential damages arising from the Purchase Order.

19. Dispute Resolution:

Unless otherwise specifically agreed under an agreement executed with HETERO LABS LIMITED, all disputes arising from this Purchase Order shall be subject to the exclusive jurisdiction of the courts located in Hyderabad.

20. Specific Requirements:

These are only general terms and conditions which are in addition but not in derogation of specific terms and conditions stated in Purchase Order.

21. General:

Nothing in this Purchase Order shall be deemed to grant any right, title or interest to Supplier. HETERO LABS LIMITED disclaim all warranties either express or implied. The rights and remedies provided to HETERO LABS LIMITED herein are not exclusive but are cumulative and in addition to any other remedies available at law or in equity. If any terms herein is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceable shall not affect the validity of the remaining terms.