

SUN PHARMA LABORATORIES LTD.

SUN HOUSE, PLOT NO. 201, WESTERN EXPRESS
HIGHWAY GOREGAON EAST
MUMBAI-400063, MAHARASHTRA, INDIA
Tel# 91-22-43244324

PURCHASE ORDER**PO. No.: 9300712944****Date:** 02.06.2025

From: SUN PHARMA LABORATORIES LTD MAXCURE NUTRAVEDICS LIMITED C/O.MAXCURE NUTRAVEDICS LTD IIE SIDCUL PLOT NO.13 SECTOR 6A, HARIDWAR-249403, UTTARAKHAND, INDIA				To: 0010001181 NOVO EXCIPIENTS PRIVATE LIMITED, NEW LINK ROAD, ANDHERI (WEST) 5 - C, LAXMI INDUSTRIAL ESTATE, MUMBAI-400053, MAHARASHTRA, INDIA TEL# 9167112656		
State Code:	05	State Code:	27	GSTIN:	27AACCC3785B1ZU	
GSTIN:	05AACCS6163P1ZX	PAN:	AACCS6163P	PAN:	AACCC3785B	
PAN:	AACCS6163P	DRUG LIC:	10016012000340			
DRUG LIC:	10016012000340					
KIND ATTN: SAVITA D SINGH		Amendment No.:		Amendment Date:		
Payment Terms: 60 days after Receipt		Delivery Terms		Free on Road, Delivery at Site		
Purchase Grp:	826	Tel:		Quotation No.:	P000022757	Date:
Email:-	SAP.Support@sunpharma.com					
S.NO.	ITEM CODE	DESCRIPTION	UOM	QUANTITY DEL. DATE	RATE PER UNIT	AMOUNT (INR)

1	3064144 3064144	NOVOMIX MR(AQ) 47042 GREEN (FSSAI)	KG	350.000 07.06.2025	1450.00 For 1 KG	507500.00
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Approved Manufacturer: Not Applicable

HSN Code : 32050000

Ind.No./PR No. 1100070911-1
Dept.Cd. 176

Taxes- IN: Integrated GST @ 18.00 %	91350.00
TOTAL:	598850.00
Total Taxes:	91350.00
TOTAL PO AMOUNT:	598850.00

Value in words: FIVE LAKH NINETY EIGHT THOUSAND EIGHT HUNDRED FIFTY RUPEES ONLY

Import Export Code No. 0313054631

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Subject to Special Terms and Conditions (if any) and General Terms and Conditions appended hereto

Delivery Address: Sun Pharma Laboratories Ltd
Maxcure Nutravedics Limited
C/o. Maxcure Nutravedics Ltd IIE SIDCUL PLOT NO.13 SECTOR
6A,
HARIDWAR 249403 Uttarakhand India

GSTIN: 05AACCS6163P1ZX

State Code: 05

Dear Business Partner,

The Global Code of Conduct / anti-bribery policy of Sun Pharma & its subsidiary companies (company) prohibits vendors and employees to indulge into any kind of unethical practices. It is also obligatory on the part of vendors to disclose to the company if they come across any such practice being followed by any vendor or its employees or by the employees of the company including offer or demand of loan/gift/commission etc. Any vendor can communicate directly with the compliance team of the company. Any information which is important from the perspective of Code of Conduct compliance, can be shared by addressing to the email id: vendor.grievance@sunpharma.com. We assure that the identity of the person disclosing the information will be kept confidential.
(This email ID is to be used strictly for purpose mentioned above.)

The supplier/vendor agrees that if they are a registered micro and/or small enterprise registered as such with MSME Board in India, then notwithstanding anything to the contrary contained herein, no acceptance or deemed acceptance of goods and/or services shall apply for the latent defects towards the goods supplied/services rendered; the supplier/vendor shall clearly specify in the invoice the sum payable after the expiry of latent defect liability period and its due date as per the terms of the Purchase Order/Work Order, which shall be not earlier than the term mentioned in the Purchase Order/Work Order. In case supplier/vendor fails to specify in the invoice the sum payable after the expiry of the latent defect period, even then the PO term shall prevail and the Company shall have right to retain the sum payable after the expiry of the latent defect liability period. The Company shall inspect and accept the goods and/or services from the latent defect liability perspective on the due date so specified in the invoice by the supplier/vendor and the Company shall make the payment due for such latent defect liability retention sum within a period of forty-five (45) days from the date of inspection and completion after the latent defect liability period specified by the supplier/vendor.

**** This is computer generated document hence no signature is required ****

Note:

Material should have minimum of 80% shelf life at the time of receipt at plant

It is mandatory to mention GST Number and PAN of our Receiving location and of yours on all the documents issued in relation to the transaction of this Purchase Order

Important note on TCS:

Sun Pharma Laboratories Ltd is liable and would deduct TDS under Section 194Q on purchases at the rates applicable and therefore no TCS should be charged/collected by the Vendor.

Important note on GST:

You shall raise the Tax Invoice on us in compliance to Goods and Services Tax (GST) Act/Rules by mentioning our GST number as mentioned in this Purchase Order. You will also undertake all the necessary timely compliances under the GST Law including the timely deposit of GST with the Government. We will have the rights to retain an amount equivalent to GST charged by you in the Tax Invoice till you ensure the required GST compliances as per GST law and the GST amount charged by you appears in our GST number in the GSTN portal.

Important:

One set of Original Invoice & Dispatch related documents (for payment purpose) should be couriered to below mentioned address (not applicable for vendors registered on vendor portal):

Manager – Shared Service Center
Sun Pharmaceutical Industries Limited
4th Floor, R&D III, Plot no. 20, Sarhau
Sector 18, Udyog Vihar Industrial Area, Gurgaon – 122015

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Vendors/Partners, already registered on Sun Pharma vendor portal, are requested to use Vendor Portal only to upload digitally signed invoices & not to send hard copies to SSC. They are also advised to send copy of digital signed invoice along with material to delivery location.

Vendors/Partners, currently not on vendor portal should implement digitally signed invoice & registered themselves in consultation with concerned purchaser for on-boarding procedure.

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GENERAL TERMS AND CONDITIONS:

1. In these terms and conditions:

- a. The term "Contract" means these General Terms and Conditions for the purchase of Goods or Services (including any Special Terms and Conditions stipulated in the purchase order).
- b. The term "Company" means the company issuing this Purchase Order as described in the Purchase Order. The term "Supplier" means any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association, who is to supply Goods or Services purchased by Company pursuant to this Contract.
- c. The term "Goods" or "Services" respectively mean all goods and/or all services (as applicable) as described in the Purchase Order and/or any part(s) thereof.
- d. The term "Specification" includes any plans, drawings, data or other information relating to the Goods or Services
- e. The term "Purchase Order" means Company's relevant order for the supply of Goods and/or Services by the Supplier to which these terms and conditions are appended. Where Special Terms and Conditions are stated in the Purchase Order, those terms and conditions shall apply equally with the General Terms and Conditions shown herein except that where there is any inconsistency between the General and Special Terms and Conditions, the Special Terms and Conditions shall apply.

2. Under no circumstances shall these Terms and Conditions, be construed as to grant the Supplier exclusivity for the supply of Goods or Services to Company.

3. This Purchase Order constitutes an offer by Company and becomes a binding contract when acknowledged by Supplier. Acceptance of the Purchase Order is expressly limited to the terms stated on the Purchase Order and attached descriptions and Supplier shall be bound thereby upon execution of the acknowledgment copy of the Purchase Order or commencement of performance thereunder. The terms and conditions of this Purchase Order is to the exclusion of any other terms or conditions (1) on which any quotation has been given to the Company by the Supplier, its agent or employee, or (2) subject to which the Purchase Order is accepted or purported to be accepted by the Supplier, its agent, or employee. Company objects in advance to the inclusion of additional or different terms proposed by Supplier or any of Supplier's terms and conditions of sale unless such terms are specifically accepted in writing to the exclusion of specific term by an authorized representative of Company and acceptance of the Goods or Services shall not be deemed an acceptance of such terms.

4. The Purchase Order will be deemed accepted by the Supplier upon the first of the following to occur: (i) Supplier making, signing, or delivering to Company any letter, form, or other writing or instrument acknowledging acceptance; (ii) any performance by Supplier under the Purchase Order; or (c) the passage of seven (7) days after Supplier's receipt of the Purchase Order without written notice to Company that Supplier does not accept.

5. Time is of the essence for the Purchase Order. The time stipulated for delivery of Goods or Services shall be strictly adhered to. Without prejudice to Supplier's obligation to deliver the Goods or Services on time, Supplier shall give Company notice in writing immediately if any delay is foreseen. Failure to deliver on the date specified or subsequently agreed shall entitle Company (without prejudice to any other rights it may have) (i) to cancel the Purchase Order or any part thereof without any penalty to Company; or (ii) refuse to accept any subsequent delivery of the Goods or Services which the Supplier attempts to make; or (iii) recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Goods and Services in substitution from another supplier; or (iv) claim damages for any additional costs incurred by the Company which are in any way attributable to the Supplier's failure to deliver the Goods or Services on the due date; or (v) recover from the Supplier as liquidated damages at 1% of purchase order price for delay of each full week or part thereof, subject to a maximum of 10% of the Purchase Order price. Company may at any time postpone delivery of any of the Goods or Services ordered herein for a reasonable time.

6. Unless otherwise agreed in Special Terms and Conditions, Supplier shall deliver all the Goods or Services in compliance with any order placed under this Contract, FOB [for maritime trade] or FCA [for trade by road, rail, air, as well as sea] (Incoterms 2010) for each Good or Service. Deliveries shall not exceed order quantity mentioned in the Purchase Order. Partial delivery is not allowed without prior written consent of Company. Deliveries shall be accompanied by the appropriate shipping documents. All shipping documents and/or invoices shall contain the number of the Purchase Order and, where applicable, any additional identification numbers or information as to the specific Goods or Services.

7. Goods or Service deliverables shall become the property of Company either: (i) when Goods or Service deliverables have been delivered at the delivery point specified in Purchase Order or (ii) when a progress payment has been made in respect of Goods or Services prior to aforesaid delivery. In either event the risk in Goods shall remain with Supplier until Goods are accepted by the Company at the delivery point specified in Purchase Order.

8. It is condition of this Contract (in addition to all conditions and warranties implied by law) that the said Goods or Services shall conform to the descriptions and Specifications herein provided shall be of good material and workmanship, merchantable, adapted the purpose for which are intended and free from any defect, and that their sale or use does not infringe any patent, registered design trade mark or trade name or other intellectual property rights. Unless otherwise agreed in the purchase order, hardware and software always constitute a single Good. Any Specification supplied by the Company to the Supplier, or specifically produced by the Supplier for the Company, in connection with the Purchase Order, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required by law or for the purpose of the Contract. Supplier assigns to Company (with full title, right and interest guarantee and free of all encumbrances) all of intellectual properties in the product/s and/or service/s under this Purchase Order.

9. Unless specified otherwise acceptance of any of the Goods or Services neither shall nor discharge the Supplier from liability for damages or other legal remedy for any breach of any terms and conditions or warranty(ies) contained herein or implied by law.

10. Nothing in the purchase order releases Supplier from the obligation of testing, inspection and quality control. If defective Goods are shipped to or Services are performed and rejected by Company: (i) Supplier agrees to accept return, at Supplier's risk and expense at full invoice price, plus transportation charges, and to replace defective Goods or Services as Company deems necessary; and/or (ii) Supplier will reimburse Company for all reasonable expenses that result from any rejection or correction of defective Goods or Services.

11. Supplier will document corrective actions within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect.

12. Payment for nonconforming Goods or Services is not an acceptance, does not limit or impair Company's right to assert any legal or equitable remedy, and does not relieve Supplier's responsibility for latent defects. Upon reasonable notice to Supplier, either Company or its authorized representative(s) may conduct audits at Supplier's production facility for the purpose of quality, cost or delivery verification.

13. Payment by Company shall under no circumstances be construed as to constitute acceptance of the Goods or Services nor be construed as a waiver of any rights that Company may have hereunder or under applicable law.

14. The Supplier shall provide and maintain an effective and comprehensive insurance policy to cover for its own personnel and its own property to the full replacement value as well as cover for its own scope of activities and liabilities including general third party liability and product liability.

15. Company may terminate the purchase order in whole or in part for its convenience by written notice to Supplier. Company is entitled to set off claims of its subsidiary (ies) or affiliate (s) against the Supplier's claims or receivables.

16. Supplier shall not, without Company's prior written consent, (i) assign or delegate (including without limitation by subcontract) its obligations under the purchase order, or (ii) enter or offer to enter into a transaction that includes a sale of a substantial portion of its assets used for the production of the Supplies for Company or a merger, sale or exchange of stock or other equity interests that would

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result in a change of control of Supplier.

17. Company may, at sole option (a) approve any plans and specifications for the Goods or Services prior to Supplier commencing manufacture, assembly and/or production of the Goods or delivery of the Services and (b) inspect the Goods during manufacture, assembly and/or production or Services at the time of delivery. All Goods or Services are subject to final inspection and approval by the Company as to quality of material and workmanship; conformance to Specifications, samples, drawings, notes, instructions, engineering notes, technical data and/or samples supplied by Company; and general acceptability of Goods or Services.

18. Without prejudice to any other remedy, if the Supplier breaches any of the terms of this Contract, Company may, at its election: (i) reject and return the Goods or Services in whole or in part at the Supplier's cost within a reasonable time after delivery notwithstanding prior payment (risk in the Goods shall revert to the Supplier upon such rejection); (ii) Permit the Supplier to repair or reinstate the Goods or re-perform the Services so that they conform with this Contract; (iii) carry out or have carried out at the Supplier's expense such work as is necessary to conform the Goods and/or Services to this Contract.

19. Supplier shall make available qualified supervisory personnel capable of performing the supervisory and advisory services for the installation including testing, commissioning and performance testing of the equipment and material if covered by purchase order in the environment they will be called upon to work at the project site.

20. Supplier will protect, defend and indemnify the Company, its divisions, subsidiaries and affiliated business entities and their respective employees, agents, officers, and directors from and hold them harmless against all liability, losses, damages, costs or expenses of any nature, including without limitation, reasonable attorney's fees, which they may at any time suffer, incur, or be required to pay resulting from or arising out of (i) any claim that the Goods or Services are defective, negligently designed or manufactured in any manner, or otherwise determined to be the cause of injury or death to persons, or damage to property, or both; (ii) any claim that the Goods/Services or the manufacture, sale or labeling of the Goods fails to comply with any governmental requirement, or the labeling on any Goods, or on or within the packaging for any Goods (including any instructions or warnings thereon), is inadequate in any manner; (iii) any claim that the Goods or Service deliverables should have been recalled pursuant to any governmental requirement; (iv) Supplier's negligence or willful misconduct in supplying the Goods or delivering the Services; or (v) any claim, action, suit or proceeding by any person, firm, governmental agency or corporation resulting from or arising out of (i) through (iv) above.

21. Supplier warrants that (a) it has obtained all licenses, permits and similar approve as required to manufacture, sell, deliver and, if applicable, install the Goods and perform the Services required hereunder and (b) the purchase by the Company hereunder and the services performed by Seller hereunder shall be in compliance with applicable local, state and federal laws, rules, regulations, ordinances and directives. Supplier shall, and shall ensure that its staff and those of any permitted sub-contractor shall, when working on any site in connection with this Contract, comply with all relevant environmental, occupational health and safety legislation, child labour laws, anti-corruption laws, environmental laws, export-control laws and any other appropriate standards, policies and procedures notified by the Company from time to time.

22. The Supplier further warrants that it is the lawful owner or licensor of any and all copyrights, patents or other intellectual property pertaining to the Goods or Services and that the Goods/Services or the use of the Goods/Services do not infringe any copyright, patent or other intellectual property right, including trade secrets, of any third party.

23. Supplier represents, warrants and covenants that if the Goods is software, it shall not contain any (1) "back door", "time bomb", "drop dead" device or other software routine designed to disable the software automatically with the passage of time or under the positive control of any person or (2) virus, "Trojan horse", "worm" or other software routines or hardware components designed to permit unauthorized access, to disable, erase or otherwise harm the software, hardware or data, or to perform any other similar actions.

24. IN NO EVENT SHALL COMPANY BE LIABLE TO SUPPLIER FOR ANTICIPATED PROFITS, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, OR FOR A CLAIM OF ANY KIND, OR FOR ANY LOSS ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR FROM ANY PERFORMANCE OR BREACH, TERMINATION OR EXPIRATION OF THIS CONTRACT OR ANY PURCHASE ORDER. COMPANY'S MAXIMUM LIABILITY SHALL NOT EXCEED THE PRICE PAID BY THE COMPANY FOR THE GOODS OR SERVICES THAT GAVE RISE TO ANY SUCH LIABILITY.

25. The Supplier acknowledges that all technical, commercial and financial data and information belonging to the Company ("Confidential Information") which is not already in the public domain at the time it is communicated to the Supplier is communicated by the Company in strict confidence and remains the property and entitlement of the Company.

26. Confidential Information must not be disclosed to a third party without Company's express prior written consent and shall not be used otherwise than for the purposes of the transaction for which it has been disclosed.

27. Company has a right to all remedies provided by law in connection with the purchase order and such remedies shall be cumulative. No delay or omission of the Supplier to exercise any right hereunder on one occasion in any manner shall impair the exercise of any such right on any other occasion.

28. A person signing any document forming a part of purchase order on behalf of another shall be deemed to warrant that s(he) has authority to bind such other person, firm or body corporate. Any person so signing shall submit satisfactory evidence of his authority.

29. IT IS EXPRESSLY AGREED BY THE PARTIES TO THIS CONTRACT THAT THE RULE OF CONSTRUCTION THAT A DOCUMENT SHOULD BE MORE STRICTLY INTERPRETED AGAINST THE PERSON WHO DRAFTED IT SHALL NOT APPLY TO ANY PROVISION.

30. Supplier and Company are independent contracting parties and nothing in this Contract or any purchase order shall make either party the agent of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

31. This Contract (including purchase order) and the obligations of the parties shall be governed by and construed in accordance with the laws of the country in which registered office of the Company is situated and subject to the exclusive jurisdiction of the courts in that country. The United Nations Convention on Contracts for the International Sale of Goods (CISG) [if otherwise applicable], shall not be applicable.

32. Any dispute or controversy arising out of or in connection with this Contract (together with the purchase order) including any question regarding its existence, validity or termination which cannot be settled amicably by and between the parties, may be referred by the parties to be settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by the Company. The award of the arbitrator shall be final and binding on the parties. The language of arbitration shall be English and the venue of arbitration shall be Mumbai.

33. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Contract.

34. The parties hereby agree that any provision/s of this Contract which is held to be invalid and unenforceable in law shall not by itself make this Contract invalid nor effect the other provisions of this Contract and the other terms shall remain fully enforceable and valid in law.

35. Invoices should be raised to the address mentioned in the Purchase Order with respective tax identification number.

36. Duplicate for Transporter copy of Tax invoice along with valid E way bill must accompany the goods without which delivery will not be accepted at the respective receiving location.