





# GRANULES INDIA LIMITED

CIN: L24110TG1991PLC012471

15th Floor, Granules Tower,Botanical Garden Road,Kondapur,K.V.Ranga Reddy,

Serilingampally,Telangana,India-500084.

Phone: +91-40-6904 3500 ,Fax: +91-40-23115145 URL: www.granulesindia.com

## PURCHASE ORDER - ( APPROVED )

PO No.	: 3100128961	Rev. No.	: 1
Date	: 12.06.2025	Date	: 19.06.2025

### TERMS AND CONDITIONS OF PURCHASE.

- 1.GENERAL REMARKS:** The following Terms & Conditions of Purchase ("Terms and Conditions of Purchase") are deemed to include the Supplier Code of Conduct (accessible on Granules website which is available at www.GranulesIndia.com), as amended from time to time ("Supplier Code of Conduct") and shall apply to all purchase orders ("Order(s)") placed by Granules India Limited (hereinafter referred to as "Buyer") to the recipient of this Order (such recipient, the "Seller"), for goods and services ("Goods") offered by the Seller. The applicability of the Seller's general terms and conditions of business, including without limitation terms and conditions mentioned in the Seller's offer or order confirmation, shall be excluded under all circumstances, even if they do not contradict these Terms & Conditions of Purchase, unless they were explicitly accepted by Buyer in writing. However, in the event Buyer and Seller have concluded written agreement defining their rights and obligations in respect to subject matter of the order, the provisions of such concluded agreement shall prevail in the event of inconsistencies with the conditions set forth in these Terms & Conditions of Purchase. Any modifications and amendments of these Terms & Conditions of Purchase may only be made in writing and exclusively with respect to such individual Order in question. Unless repugnant to the context, the terms Goods shall include Services.
- 2.ACCEPTANCE:** Unless otherwise waived and/or advised by the Buyer, acceptance of this Order shall be communicated in writing within three (3) working days from receipt of the Order by the Seller. In the absence of a written acceptance hereof, the delivery of any material, equipment or services ordered thereunder by the Buyer, shall be at the sole discretion of the Buyer.
- 3.PRICE:** Prices stated in the Order are final and will remain firm until the execution of the Order. No modifications therefrom will be accepted without a specific agreement in writing signed by Buyer.
- 4.DELIVERY:** Time is of the essence and in case the Goods are not received within the stipulated delivery date, the Buyer reserves the right (without prejudice to any other rights it may have): (i) to cancel the Order or any part thereof without any penalty to the Buyer; or (ii) refuse to accept any subsequent delivery of the Goods which the Seller attempts to make; or (iii) return the Goods part-delivered or services part-rendered to the extent practicable, at the expense of the Seller or (iv) recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the Goods in substitution from another vendor; or (v) claim damages for any additional costs incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the Goods on the due date; or (vi) Unless higher liquidated damages are stated on the Order, recover from the Seller as liquidated damages at 10% of the value of the Order for delay of each full week, subject to a maximum of 100% of the Order. When a date of delivery is stipulated in the Order or where an Order is placed for the supply of Goods in accordance with a program, such stipulation shall be the essence of such Order.
- 5.MATERIAL:** Buyer reserves the right to accept / reject the whole or any part of the Goods if not found suitable for use due to discrepancies in quality, specifications, weight, dimensions etc., or due to delayed or irregular delivery. The rejected Goods shall have to be lifted by the Seller from the factory or such other place as maybe specified by the Buyer within 15 days from the date of rejection, at the Seller's risk and expense and the Buyer shall not be responsible for any loss and/or damages to the same. The Buyer assumes no obligation in relation to the supplies delivered in excess of those specially ordered.
- 6. CONFORMANCE TO THE TECHNICAL SPECIFICATION:** The Goods as shall strictly comply with the specifications indicated in the Order and/or other instructions of the Buyer (collectively, the "Specifications"). Any deviations, whatsoever, from the specifications or Buyer instructions are liable to be rejected. Buyer shall have the right to make changes to the designs, specifications, instructions and/or quantity, as applicable, covered by the Order any time by written notice.
- 7. INSPECTION:** Without prejudice to the Seller's obligations of supplying G that meet the Specifications and conform to the warranties hereunder, the Buyer, or any third party nominated by the Buyer shall have the right to inspect Goods at any time before dispatch and require such tests as may be required to be carried out to their satisfaction. For this purpose the Seller shall allow the Buyer's representatives reasonable access to Seller facilities and address and notify Buyer when the goods are ready for inspection or testing. In addition all Goods supplied shall be subject to inspection by Buyer at the point of delivery. Goods not approved on inspection, either with regard to the quality or quantity shall be rejected by the Buyer within a reasonable time. If defective Goods are shipped or Services rendered are deficient, without prejudice to other remedies available to the Buyer including but not limited to the indemnification obligations of the Seller, the Buyer may, at its sole discretion, demand the Seller to take any one or more of the following relief measures: (i) accept returns at its own risk and expense within 15 days of notification of rejection by Buyer, and to replace some or all of the defective Goods as Buyer deems necessary; and/or (ii) supply additional quantities of the Goods in the event there is a shortfall in quantity; and/or (iii) refund of received for the non-conforming Goods or deficient services; and/or (iv) reimburse the Buyer for all reasonable expenses incurred by the Buyer resulting from any rejection or correction of defective Goods. Without prejudice to the Buyer's rights as stated herein, the Buyer shall also be entitled to sell or dispose off the Goods after expiry of the 15 days notification period, on the account and risk of the Seller either by public auction or by private sale without any further notice to the Seller.
- 8. PACKING:** The Goods supplied must be sufficiently and properly packed and the Seller shall adhere to any special instructions given by the Buyer. Detailed specification of contents must be attached to each package in compliance with applicable laws (including but not limited to name of goods, gross and net weight, batch number and manufacturing and expiry date). Unless otherwise specifically stated, all packing cases, containers and other packing material shall be supplied free. Any loss arising due to improper packing will be to Seller's account and Buyer will not be liable for any damage or loss in transit.
- 9. PAYMENT:** The payment will be made as per the actual weight or quantity received by Buyer. The Buyer's records shall be considered final and conclusive on these points. Buyer shall make the payment within such timelines as are stated in the Order upon receipt of Goods subject to the Goods being compliant with these Terms and Conditions of Purchase. Buyer is unilaterally entitled to set off any payments of the Seller against any claims of its affiliates against the Seller or its affiliates.
- 10. Service Hours:** Service Provider should provide 24/7 support according to the service schedule
- 11. AMC/CMC:** schedule shall be certified by the receiving party, and payments will be made according to the negotiated payment terms.
- 12. Service Reports:** A jointly certified service report will be shared upon completion of each service.
- 13.SHIPPING DOCUMENTS:** Deliveries shall be accompanied by appropriate shipping documents including those specifically mentioned by Buyer, if any. All shipping documents and/or invoices shall contain the Order and, where applicable, any additional identification numbers or information as to the specific goods or services.
- 14. GUARANTEE, WARRANTY:** The Seller warrants that the Goods when delivered and all times during its shelf-life: (1) would be of good material and workmanship, merchantable and free from any defect, legal or otherwise, (2) would conform strictly to the Specifications, drawings or samples specified or furnished in the Order, QA contract and all the relevant cGMP regulations, and (3) would be fit for the intended use and purpose. All warranties shall survive any intermediate or final



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inspections, delivery, acceptance, or payment by Buyer. In the case of Services, all warranties will continue for a period of one year commencing from the date of rendering of such services to the Buyer. The Seller agrees that it and its sub-contractors (if permitted pursuant to Section 13 below) have and will continue to possess all the licenses, permissions and certificates needed for the manufacture, sale and delivery of goods and perform the services required, hereunder, in accordance with the currently applicable GMP rules and other applicable laws. The Seller agrees to comply with all applicable laws and adhere to ethical business practices.

**15. TRANSIT RISK:** The Goods shall be delivered by the Seller to the Buyer at the Buyer's place of business or at such other place of transportation as may be specified in the Order provided nevertheless that from the time of the dispatch thereof from the Seller's premises and until such delivery, the risk of any loss or damage to or deterioration of the supplies from whatsoever cause arising shall be borne by the Seller.

**16.SUBLICENSE/SUBCONTRACT:** Seller is not entitled to sublicense or subcontract any of its obligations under the Order without the prior written consent of Buyer, which consent may be granted or rejected at its sole discretion. In the event that Buyer does grant any such approval: (a) Seller will nonetheless remain fully liable for the performance of its obligations here under; and (b) Seller will be exclusively responsible for all costs associated with any such sublicense or subcontract arrangement.

**17. LIABILITY FOR INJURY:** If the Seller is required by the terms of this Order to perform any work on the Buyer's premises, the Seller agrees that the Seller shall be responsible for any damages or injuries to persons or property, including Buyer's employees and agents, workers or employees, in connection with the performance of such work, and that the Seller, shall hold harmless and indemnify the Buyer and its affiliates from and against any liability for such damages or injuries. Before commencing such work, the Seller shall furnish to the Buyer a certificate of insurance, for an adequate amount, covering risks under Public Liability and Property Damage Insurance and Workman's Compensation Insurance.

**18. NOTICE OF INSPECTION:** Seller shall provide Buyer with prior notice of, and the opportunity to attend (itself or through a representative of Buyer), any regulatory inspection of any facility at which any of the manufacturing, processing, testing or storage activities relating to the goods are performed ("Covered Activities"); provided, that if prior notice of any such inspection is not possible, Seller shall provide notice and a summary of the results of such inspection to Buyer within three (3) business days after such inspection. Seller shall provide Buyer with copies of any written inspection reports, requests, directives or other correspondence or communications issued to Seller by any regulatory authority relating to the Covered Activities or the Goods ("Regulatory Communications") within three (3) business days of Seller's receipt thereof. Prior to responding to any Regulatory Communications, Seller will provide a copy of any such responses to Buyer for Buyer's review and comment.

**19. COMPLIANCE:** (a) The obligations of Buyer under this Order is subject to the Seller complying with all anti-corruption laws applicable in the territory, including, but not limited to the United States Foreign Corrupt Practices Act, 1977 ("FCPA") and U.K. Bribery Act,2010 ("UKBA"). Notwithstanding any other provision of this Order, failure to comply with the provisions of all such laws by the Seller, including but not limited to FCPA and UKBA, shall result in immediate termination of this Order by the Buyer at its election and in its sole discretion without the requirement of prior notice and without the need to pay any compensation to the Seller. The Seller shall forthwith refund all moneys advanced by the Buyer without any demur or protest. Without limiting the generality of the foregoing, Supplier agrees that in connection with the performance of this Order or activities under this Order, the Supplier or any or is personnel, agents, officers, director, sub-contractors (#Representatives#) or any third parties associated with the Supplier in relation with supply of Good or Services under this Purchase Order, shall not make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the Supplier or Buyer in obtaining or retaining business. It shall always comply with Granules Supplier Code of Conduct and anti-bribery provisions followed globally, including but not limited to Prevention of Corruption Act, 1988 in India and FCPA and UKBA.

**20. SUPPLIER CODE OF CONDUCT:** The Supplier undertakes to adhere to the Supplier Code of Conduct (as may be amended from time to time), a copy of which is available at www.GranulesIndia.com. Any grievances shall be addressed to Compliance Officer as detailed in the said Supplier Code of Conduct. In the event of any breach of the said Code, Buyer may at its option, terminate the Purchase Order for which the Supplier shall be solely liable for all the costs and any consequences arising thereof.

**21. REMEDIES:** The remedies reserved in this Order shall be in addition to any other remedies provided in law or equity. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach or of such provision. Any waiver of the terms of this Order shall only be in writing.

**22. MODIFICATION OF PURCHASE ORDER AND NON-ASSIGNMENT:** This Order contains the complete and final agreement between the Buyer and Seller and no agreement or the course of dealings between the Buyer and Seller or any usage or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon the Buyer unless made in writing and signed by the Buyer or the Buyer's authorized representative. The Seller shall not assign this Order or any money due or to become due hereunder without the prior written consent of the Buyer or the Buyer's authorized representative.

**23. CONFIDENTIALITY:** All Orders placed by Buyer and any other information provided by Buyer, including drawings, documents, Specifications or know given in pursuance of the Order are strictly confidential. The Seller agrees that it shall not, and shall ensure that its affiliates, sub-contractors or any third party acting on its behalf shall not, dispose of any part of such confidential information or publish or cause to be published, any details of the confidential information without the Buyer's previous written consent.

**24. INTELLECTUAL PROPERTY:** Seller represents, covenants, warrants and guarantees that the Goods supplied herein and their importation, storage, use, manufacture, sale or supply, alone or in combination, do not violate any third parties' rights, particularly infringement of any Indian or foreign intellectual property rights and agrees to indemnify the Buyer against all judgments, decrees, costs and expenses resulting from any such alleged infringements, and covenants that Seller will, upon request of the Buyer and at the Seller's own expense defend, or assist in the defense of action which may be brought against the Buyer or those engaged with the Buyer's products.

**25. DISCLOSURE OF INFORMATION:** The Seller hereby agrees to share details whether in written, electronic or visual form, pertaining to manufacturing or production, technical details, specifications and such other information as is required to render the goods or services usable for the purposes intended. The Seller shall obtain the prior written consent of the Buyer, in the event of any change in the Route of Synthesis (#ROS#) of key starting materials, intermediates or other raw materials, which is likely to have an impact on the regulatory filings. Subject to the confidentiality obligations, the Seller agrees to provide the Buyer with a detailed ROS upon request and agrees to support the Buyer and its Affiliates in the event of any



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litigation.

**26. TERMINATION:** The Buyer reserves the right to cancel this Order or any part thereof. Notwithstanding anything contained hereto the Buyer shall be entitled to rescind the Order, in whole or in part, if delivery of the goods is not made in accordance with the terms of this Order.

**27. CONSEQUENTIAL DAMAGES:** Supplier is liable for consequential damages payable to Granules for any damage or loss incurred by Granules on account of breach of the terms of the Order and these Terms and Conditions of Purchase.

**28.PRIVACY:** Supplier will comply with their respective obligations under the data protection laws and rules and requirements when processing any personal data as required under applicable law, including as defined under Digital Personal Data Protection Act, 2023 (DPDP Act) and its Rules thereto. Supplier should respect the privacy of every individual, take all precautions and measure as per applicable laws to protect the same. Individual personal information, including medical financial, will not be divulged unless legally required. Supplier must immediately report any unauthorized processing, use, disclosure, destruction, alteration, access or loss, or suspected or actual breach of Granules related personal information in a timely manner, and in accordance with applicable data privacy laws to Granules# compliance at cobc.compliance@granulesindia.com.

**29. NO BROKERAGE:** Suppliers workmen engaged for Granules must not be charged or required to pay any fee or deposits or brokerage to obtain or maintain employment.

**30. INDEMNIFICATION:**The Seller for itself and on behalf of its employees, directors, representatives hereby irrevocable agrees, at its sole cost and expense, to defend, hold harmless and indemnify , Buyer and its affiliates and their respective directors, officers and employees of such persons and the respective successors and assigns of any of the foregoing (the "Buyer Indemnitees") from and against any and all loss or losses liabilities, damages, penalties, fines, costs and expenses (including, reasonable attorneys# fees and other expenses of litigation) (collectively, "Liabilities") resulting from a breach of the representations, warranties, guarantees or the covenants under this Order in addition to any suits, claims, actions and demands, in each case brought by a third party against the Buyer Indemnitees.

**31. GOVERNING LAWS:** Any dispute, controversy or claim arising out of, in relation to or in connection with this Order shall be, failing an amicable settlement, referred to by the parties to be settled by arbitration in accordance with Arbitration & Conciliation Act, 1996 and its rules, for the time being in force. The Arbitral Tribunal shall consist of a sole arbitrator appointed unanimously by the Buyer and Seller in accordance with the said rules. 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 Hyderabad, Telangana. The Governing Law shall be the laws of the Republic of India. The courts of Hyderabad shall have exclusive jurisdiction to resolve any claims related to the arbitration.

SAFETY INSTRUCTIONS FOR SELLERS.

The Seller, agrees and undertakes to abide by following Safety Instructions. Any deviation thereof shall amount to breach of the Order and shall invite penalty and/or rejection depending on the severity of the deviation.

Safety Instructions for Raw Material, Equipment, Gas Cylinder, Plant & Machinery Suppliers:

1. All material shall be properly packed and labeled with necessary signage.
2. Transport vehicle shall comply with all applicable laws, including the Motor Vehicle Act, Carriage by Road Act and rules thereto.
3. Hazardous Chemical, effluents and/or hazardous waste transport vehicles shall carry a first aid box, fire extinguisher, transport emergency (TREM) card, HAZCHEM code & hazardous goods transport license for driver including permits required in compliance with pollution control and other applicable statutes.
4. Vendor/supplier shall ensure all materials are delivered without any damage to the container/s in which, they are packed.
5. Materials should be properly secured during the transportation to prevent any tampering or mischief affecting the quality or quantity.
6. All the material shall be delivered along with Safety Data Sheet.
7. Gas Cylinders supplied are within the expiry period and shall be provided with Warning Signage, Labeling, Color Coding, valve caps, expiry date, pressure test Certificates and Certificate of Analysis. All gas cylinders shall be transported in vertical position and securely fastened.
8. The Seller shall ensure to adhere to material handling instructions, storage conditions, instructions relating to manner of disposal in the event of any force majeure.
9. The Seller's obligation to mitigate any possible losses, without prejudice to Buyer's rights under the terms of the Order.
10. Operating instructions and User manuals shall be provided with respective equipment and/or machinery.
11. Test certificates, calibration certificates, equipment drawings should be supplied along with respective equipment and/or machinery, wherever applicable.
12. Moving parts of the machinery shall be guarded as per IS 9474.
13. Vehicles with self-start problems, worn out tires, damaged silencer, damaged battery terminal, or other problems that imperil life and property shall not be deployed.
14. As far as practicably possible, all packaging material shall be environmentally friendly and in compliance with applicable statutes.

Safety Instructions for Service Providers:

Any Seller and/or any person entering Granules premises on Seller's behalf should adhere to Granules Environment, Health & Safety (EHS) policies and procedures. All workmen including contract workmen shall undergo Safety Induction Training



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Program, as a pre-condition to enter or work in Granules premises. The Seller shall ensure that they follow safety precautions while rendering services to Buyer.

**1.Documents:** Material should accompany Invoice, COA, e-waybill, MSDS (where required), BOE (for imports)

**2. Invoice:** For domestic supplies, e-invoice is mandatory and should also accompany with Goods. Copy of e-Invoice to be emailed to accountspayable@granulesindia.com & HariKrishna.Mallipeddi@granulesindia.com. Invoices should not have any manual corrections

**3.Locations:** Ship to & bill to location address on Invoice should exactly be as mentioned in the Order.

**4. Seller Guarantees:** Seller shall ensure that: (i) Goods strictly comply with the Specifications; and (ii) Goods are received in intact drums, shippers, bags, cartons and sealed, wherever applicable.; and (iii) the Goods are free from damages during transit, failing which, such Goods will be rejected & returned back at Seller's cost and risk.

**5. COA:** The certificate of analysis and product labels should mention the batch number, manufacturing date, expiry date, retest date along with manufacturing site address.

**6. Sites:** For approved commercial raw material and packing material, the manufacturing address must match the agreed and audited sites. Any changes to the site will be accepted only after prior approval from the Buyer.

**7. Batch Size:** Goods should be supplied from a single batch or multiples of full batch quantity and not split batch quantity.

**8. Shelf-Life:** Goods should have a minimum shelf life as stated in the Order at the time of dispatch or delivery. If no shelf-life is mentioned in the Order, the minimum shelf-life will be 90% of the total shelf-life.

**9. Delivery:** Strictly as per the schedule communicated by us (or) as per the requirement from time-to-time basis that will be communicated separately in case of open orders and any delay in shipment should be communicated immediately

**10. Freight:** Please include the extra freight cost in the final tax Invoice, and the payment will be processed based on the same.

**11. GST, Taxes:** Supplier should mention on their invoice GST number of Granules# receiving plant. Supplier is responsible for timely uploading of invoice details on GSTR1 portal and payment of GST Amount to Government before stipulated time. If not uploaded before 10th of the month, failing which, we will not be able to process the payment. If supplier fails to timely upload invoice details in GSTR1 portal or non-payment of GST amount, Granules will debit supplier the GST amount along with applicable Interest payable. Payments will made after applicable TDS deduction.

This is computer generated PO/WO, approved as per DOA and no signature is required  
Harikrishna.Mallipeddi@granulesindia.com

Prepared by: HARI KRISHNA MALLIPEDDI  
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