

## Terms and Conditions

1. **THE CONTRACT:** Perrigo Laboratories India Private Limited and its Affiliates ("Perrigo") issuing any purchase order hereby contracts with the seller ("Seller"), set forth in the order form into which these terms and conditions are incorporated by reference (including attachments thereto: the "Order Form") on the terms and conditions hereinafter stated (the "Terms and Conditions" and together with the Order Form, the "Purchase Order") to supply the materials, products, supplies, items or equipment (the "Products") and/or perform certain service (the "Services"), as the case may be, described in the Order Form.
2. **ACCEPTANCE OF PURCHASE ORDER:** The Seller will confirm each Purchase Order within ten (10) calendar days of its receipt, by means of email, fax, original courier, or otherwise in writing. Comments and/or changes to the order shall require Perrigo's written acceptance. Execution of the Purchase Order shall be deemed as acceptance. Acceptance shall constitute an undertaking by the Seller to effect delivery of Products and/ or performance of the service in accordance with the terms and conditions of the Purchase Order, and an accepted Purchase Order constitutes a Contract.
3. **PRICE:** Unless otherwise specified, the prices stated on the front of the Order Form include all charges for packing, hauling, storage, transportation to point of delivery, and all taxes not expressly imposed by Law on Perrigo. Unless otherwise specified by Perrigo, Seller shall invoice Perrigo for the Products or Services provided under this Contract only after the Products or the Services are delivered to Perrigo. Final payment shall not be made until the Products or Services provided meet the requirements specified in this Contract. Unless otherwise specified by Perrigo on the applicable Order Form, payment terms shall be net sixty (60) days after Perrigo's receipt of the applicable invoice. Perrigo may set off any amount owing from Seller to Perrigo against any amount payable by Perrigo. Perrigo may withhold payment of any invoiced amounts that it disputes in good faith and the parties shall work in good faith to resolve any such billing disputes. Any such billing disputes shall not be cause for Seller's nonperformance of Services and/or non-delivery of Products, as the case may be, under this Contract. Payment by Perrigo shall not result in a waiver of its rights under this Contract. Further, Seller shall perform its obligations under this Contract in a manner that meets or exceeds the service levels, if any, set forth in this Contract. If Seller charges any other person or entity a lower price for items similar to any Products/Services, Seller will notify Perrigo and apply the lower price to Perrigo's purchase of Products/Services.
4. **CHANGES:** No changes in quantities or specifications, or additions to this Contract shall be binding upon Perrigo unless approved by Perrigo in writing. Changes to the Products and/or Services may be requested by Perrigo and subject to the parties agreeing on adjustment to fees payable, delivery schedule, and other terms and conditions of this Contract.
5. **OFFICE TIMINGS AND WEEKLY OFFS:**
  - a) Perrigo shall not be receiving material on weekly offs (Saturday, Sunday), Public holidays and rest of the working days. Material shall be received strictly between 10 am to 06 pm.
  - b) Material shall accompany with all Original shipping documents such as Invoice, Delivery Challan, Certificate of analysis, MSDS as applicable.
6. **DELIVERY:** Time is of the essence. All Products are sold and delivered as per the delivery terms specified on the Order Form to Perrigo's specified destination. If Seller fails to deliver the Products or Services within the time specified in the Contract, or fails to deliver all or part of the Products or Services in accordance with its terms, Perrigo may cancel all or part of this Contract, or may refuse to accept, or may return any Products at Sellers expense or reject any Products/Services ordered hereunder. Acceptance of part of the Contract shall not oblige Perrigo to accept later shipments nor affect Perrigo's right to return Products already accepted. Perrigo shall not be obligated to receive deliveries in excess of the quantity ordered or before the specified delivery date. Perrigo reserves the right to return any such excess or early deliveries, or to receive the same and charge Seller with all storage charges incurred by Perrigo. All expenses of transportation and storage, if any, resulting therefrom shall be for Seller's account. The delivery of Products and/or Services shall strictly comply with the delivery date or delivery schedule, if any, specified by Perrigo. If at any time it appears that Seller will not meet such delivery date or schedule, Seller shall promptly notify Perrigo in writing of such anticipated delay, reasons for, and the estimated duration of, the delay. If requested by Perrigo, Seller shall ship delayed Products by expedited means to avoid or minimize delay to the maximum extent possible, and any added cost is to be borne by Seller. In addition to its other remedies, Perrigo reserves the right to cancel all or any part of any Contract for the undelivered Products or unperformed Services if Seller does not timely deliver the Products or perform the Services as specified in this Contract. Seller shall provide to Perrigo all information related to the safety, safe handling, environmental impact, and disposal of the Product, including, without limitation, material safety data sheets. Seller shall promptly deliver to Perrigo, as it becomes available to Seller, any updates or amendments to the information, including those made to address the United Nations Globally Harmonized System of Classification and Labeling of Chemicals' requirements, provided pursuant to this Section and any new information relating to the safety, safe handling, environmental impact, or disposal of the Product.
7. **PACKING, SHIPPING:** All Products shall be suitably packed and shipment shall be performed so as to ensure the safety of the Products and compliance with carrier's requirements. Every container must be marked to show the name and address of the consignee, name of the product, batch no, mfg. date, contents, quantity, Order number, name and address of the manufacturer, expiry date, Perrigo's part numbers (if applicable) and shipper's name. A packing list showing this information shall be included in every package. In case of hazardous Products, the packaging shall mention the class/ category of the Products.
8. **TITLE AND RISK OF LOSS:** Title and risk of loss to Products delivered under this Contract shall not pass until the materials reach the delivery point indicated and are accepted. Notwithstanding any provision in this Contract to the contrary, Seller shall bear all risks of loss and damage to the Products until final acceptance by Perrigo at Perrigo's "ship to" destination specified on the applicable Order Form.
9. **INSPECTION; TESTING:** Products and Services delivered under this Contract shall be subject to inspection and testing by Perrigo. All or part of the Contract may be returned to the Seller at its expense for storage, transportation, and insurance, if found upon Perrigo's inspection to be defective or not in accordance with the Contract, including specifications or documents supplied therein or at a previous time. Perrigo shall make such inspection within a reasonable period of time (not to exceed one hundred and eighty (180) days) after the applicable Products have been delivered or Services completed by Seller. For the avoidance of doubt, there shall be no time restrictions applicable to Perrigo's provision of notice of rejection of any Product with respect to any latent defects, which shall include any defects that may not be detected by Perrigo through standard inspection and testing of a Product sample or that may affect only a portion of Product. Perrigo reserves the right to reject or refuse acceptance of Products or Services which are not in accordance with the Seller's specifications, documentation, representations, warranties, or applicable Law. Acceptance of all or part of

the Products or Services, use thereof and payment therefore, or failure to notify the Seller promptly, shall not waive nor affect Perrigo's right to cancel all or part of this Contract, or to return all or part of the Products, recover damages upon Seller's warranties or agreements of indemnity, or any other remedy Perrigo may have. Payment for any Products or Services under this Contract shall not be deemed acceptance of Products.

10. **CANCELLATION:** Perrigo shall have the right upon written notice to Seller to cancel this Contract or any unfilled portion thereto for no cause, without any liability other than to make payment for that portion of the Contract which has been delivered and accepted and any reasonable expenses incurred by Seller in canceling the Contract and for work in progress. Perrigo may also cancel this Contract, in whole or in part, without liability, (i) if Perrigo anticipates Seller's breach of this Contract or has information providing grounds for insecurity as to whether Seller will perform its obligations under this Contract (which may include failure to perform other agreements with Perrigo or others) and Seller does not provide adequate assurance of its performance within ten (10) days of Perrigo's request, (ii) if deliveries are not made at the time or in the quantities specified, or (iii) in the event of a breach or failure by the Seller to meet other terms of this Contract; (iv) if the Seller being an individual or where the Seller is a firm or any partner in that firm, shall at any time become bankrupt or shall have a receiving or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so; or (v) if the Seller being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or manager on behalf of the creditors shall be appointed or if circumstances shall arise which would entitle the court or a creditor to appoint a receiver or manager or which would entitle the court to make a winding-up order, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to Perrigo. Perrigo shall be entitled to compensation for any expenses, damages, losses and liability suffered as a consequence of the breach by the Seller. Perrigo's rights pursuant to this paragraph shall be in addition to any other remedies provided to Perrigo by Law, equity or otherwise.

11. **WARRANTIES:**

a) In accepting this Contract, Seller expressly warrants that all merchandise delivered shall be of the quality, quantity, size description, and dimension specified. Seller expressly warrants that the Products or Services ordered (i) shall be merchantable, (ii) shall conform to this Contract to specifications, drawings, and other descriptions referenced in this Contract, and to any accepted samples, (iii) shall be free from defects in materials and workmanship, (iv) shall be free from defects in design unless the design was supplied by Perrigo, and (v) shall be fit and safe for the Perrigo's intended purposes.

b) Seller expressly warrants that it has clear title to the Products and that the Products and Services shall be delivered free of liens and encumbrances.

c) Seller expressly warrants that the Products are not adulterated or misbranded within the meaning of the Prevention of Food Adulteration Act, 1954 (the "Act") and the regulations issued thereunder or within the meaning of any applicable federal, state or municipal Law in which the definition of "adulterated" and "misbranded" are substantially identical with those contained in the Act; and are not Products which may not under any federal, state or municipal Law, ordinance, regulation or order be introduced into commerce.

d) Each of these warranties and any other warranties as may be prescribed by Law shall extend to Perrigo, its successors, assigns, and customers and to users of the Products and Services and shall run through any expiration date stated on the Products, or, if no expiration date is stated, then for a period of one (1) year after delivery ("Warranty Period").

e) The Seller shall at his own expense and as soon as possible, at Perrigo's election repair or replace all Products and/ or Services which are or become defective during the Warranty Period. In the event of the Seller failing to repair or replace such defective Products and/ or Services, Perrigo may get the same repaired or replaced from third party at the risk, cost and expense of the Seller. Perrigo's failure to give notice to the Seller of any breach shall not discharge Seller's liability of such breach.

12. **COMPLIANCE WITH LAWS, REGULATIONS, AND POLICIES:** Seller represents and warrants that it maintains corporate citizenship, codes of conduct and anti-bribery policies to ensure that it and its representatives or subcontractors adhere to ethical business practices. Seller shall train any representatives who are involved with the performance of Services on anti-corruption and anti-bribery at its own expense. Seller further represents and warrants that its performance of Services under this Contract will be in material compliance with all applicable laws, rules and regulations, including, but not limited to, those relating to health, safety and the environment, fair labor practices, unlawful discrimination and anti-corruption and anti-bribery laws. Seller represents and warrants that should Perrigo require Seller to complete a "Questionnaire for Third Parties" or to respond to other information requests, the information provided by Seller with such Questionnaire shall be accurate and complete. Seller agrees to inform Perrigo promptly of any significant change to the information provided with such Questionnaire. Seller further represents and warrants that it will comply with all Perrigo policies and training of which it is aware.

13. **CONFIDENTIALITY:** If the Parties have entered into a confidentiality agreement prior to or contemporaneously with this Contract, the following provisions are to be deemed cumulative for Perrigo's benefit, and not exclusive:

a) Seller understands and acknowledges that, in the provision of Services or Products pursuant to this Contract, Perrigo may disclose to Seller or Seller may otherwise obtain information that Perrigo (or any of its subsidiaries, Affiliates, vendors or customers) considers confidential. Such information may include all information relating to the subject matter of this Contract, whether furnished to or obtained by Seller or its representatives before, on or after the date of this Contract in any form, including, but not limited to, oral, written, verbal, visual, electronic or in any other media or manner or relating in any other way to Perrigo, its customers, suppliers or employees ("**Confidential Information**"). Seller shall keep Confidential Information strictly confidential as competitive-sensitive information. Seller shall exercise the same degree of care for the Confidential Information of Perrigo as it uses to protect its own confidential information, but in any event, not less than reasonable care, including, without limitation, the requirements of this Contract. Seller shall not disclose Confidential Information without the prior express written consent of Perrigo to any person or entity not a party to this Contract (other than as required by applicable Law) in any manner whatsoever, in whole or in part, and shall not be used by Seller other than to perform its obligations under this Contract. Confidential Information may be disclosed by Seller only to its Affiliates and its and their directors, officers, employees and agents (including subcontractors) ("Representatives") who have a legitimate need to know such Confidential Information for purposes of carrying out Seller's obligations under this Contract, who have agreed to comply with confidentiality provisions for the protection of the Confidential Information no less protective than the terms of this Contract, and who have been informed by Seller of the confidential nature of the Confidential Information as well as of the confidentiality undertakings of Seller contained herein. Seller shall be responsible for any breach of this Section caused by any such Representatives.

b) Notwithstanding the restrictions set forth above, if Seller is required by Law to disclose any Confidential Information, Seller may make the required disclosure, provided that prior to making any such disclosure, Seller shall provide Perrigo with: (i) written notice of the proposed disclosure in order to provide Perrigo with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure; and (ii) reasonable assistance in seeking such protective order or other similar order.

c) Upon completion or termination of this Contract, and at Perrigo's written request at any time, Seller shall promptly return to Perrigo or destroy (at Perrigo's election) all copies of all documents or other materials, in whatever form, that contain Confidential Information and are in the possession or under the control of Seller or any Representative and shall certify to Perrigo in writing that Seller has done so in accordance with applicable Laws.

d) Seller shall enter into any such data security, privacy, business associate agreement or other further confidentiality agreement Perrigo may reasonably request in light of the information to be accessed.

14. **INDEMNITY:** Seller agrees to defend, indemnify and hold Perrigo, its successors, assigns, employees, customers and users of the Products and Services, harmless with respect to all claims, liability, damage, loss and expenses, including attorney's fees incurred, relating to or caused by the following except where adjudged to be due to the sole negligence of Perrigo:

a) any actual or alleged defect in the Products or Services or in the design, manufacture or material of the Products;

b) actual or alleged breach of any of confidentiality or the warranties set forth herein;

c) failure of the Seller to deliver the Products or Services on a timely basis;

d) negligence, gross negligence, or willful misconduct on the part of the Seller;

e) personal injury to, or death of any person or in respect of damage to any property where such injury or damage arises out of the Seller's performance of the Contract;

f) actual or alleged patent, copyright or trademark, infringement or violation of other proprietary right, arising out of the purchase, sale or use of the Products or Services covered by this Contract; or

g) failure of the Products or Services to meet the requirements of any Law; or

h) where input tax credit is denied to Perrigo on account of non-payment of GST by the Seller.

In the event of a claim under this Contract, Perrigo may at its option terminate this Contract, and defer acceptance of the balance of the Products or Services ordered until the claim is resolved. Further in case of sub-clause (h) above, Perrigo reserves the right to adjust an amount equal to such credit and interest / penalty thereon on subsequent payments to the Seller or by any other manner as it may deem fit.

15. **FORCE MAJEURE:** Neither party shall be liable to the other for any failure to perform hereunder or for delay in performance when such failure or delay shall be caused by any of (but not limited to) the following: acts of God, fire, flood, accident, labor disturbance, shortage, war, terrorist acts, any act of government authority or any other events beyond the reasonable control of the party whose performance is affected. The party whose performance is so affected shall provide prompt notice to the other, shall indicate the estimated duration of such event of force majeure, and shall use all reasonable efforts to mitigate the effects of the event of force majeure. During any period when Seller is unable to supply the quantity of Products or the Services set forth in this Contract, Seller shall allocate any available Products or Services among its customers on a fair and reasonable basis, based on binding orders in process from other customers as of the time of the event in question. If Seller is subsequently excused from performance, then to the extent Products or Services are not delivered, Perrigo may purchase similar Products or Services from other sources without liability or obligation to Seller, and the total quantity of Products or Services provided for under this Contract shall be reduced to the extent Perrigo so purchases from others. However, if the Seller is unable to perform any obligation under the contract for a continuous period of sixty (60) days because of Force Majeure then Perrigo may, at its own discretion, modify or cancel any Contract and no liability shall arise on account of such modification or cancellation.

16. **TOOLS AND FURNISHED MATERIALS:** Title to all designs, drawings, dies, molds, tools, appliances, materials or other property or information furnished to Seller by Perrigo, if any, in connection with this Contract, shall belong to Perrigo. The Seller shall not use such drawings, tools, designs etc. for any other purpose whatsoever and such property shall be recorded and identified as the property of Perrigo and stored in a secure manner. They shall be held by Seller at Seller's risk and shall be replaced by Seller if lost, damaged or destroyed. They shall remain in good condition at Seller's expense and kept insured by Seller with loss payable to Perrigo.

17. **TAXES:** The Seller agrees to be responsible for any federal, state, sales or gross receipt taxes i.e. Goods Service Tax (GST, IGST) personal property taxes, custom duties or levies and any taxes which may be imposed on Products or Services purchased under this Contract. All quoted prices are assumed to include such taxes, custom duties and levies unless specifically excluded in writing by Seller. In the event Seller fails to include such taxes, custom duties and levies in Seller's quoted price, and accepts the Contract at the quoted price, Seller waives all rights to seek additional compensation for such taxes, custom duties and levies at a later date. All government taxation details should appear on commercial invoice, shipping documents along with HSN Code.

18. **REGISTRATION:** The Seller would be required to obtain a valid registration in every such State in which he is so liable, within the prescribed time. Further the Seller would be required to forthwith intimate Perrigo in case of any fresh registration, renewal, amendment or revocation of the Certificate of Registration issued under the GST Act.

19. **TAX INVOICE, CREDIT AND DEBIT NOTES:** The Seller shall issue a valid Tax Invoice / Debit Note etc. in the format prescribed under the GST Act and the Rules framed thereunder. The Tax Invoice, Credit / Debit Notes shall be duly and appropriately filled under the prescribed format, to enable Perrigo to make the payment to the Seller.

20. **PAYMENT OF TAX, INTEREST, PENALTY, AND OTHER AMOUNTS:** The Seller shall ensure that all taxes shown in the Tax invoice are duly deposited with the appropriate Authority within the prescribed time period and in case Perrigo seeks any proof of payment, the Seller shall forthwith furnish the proof of payment made the Authorities at the earliest. Any mismatches reported by GSTN portal shall be reconciled and resolved within 3 working days of intimation by Perrigo. All necessary assistance shall be provided by the Seller for the purpose of reconciliation.

21. **RETURNS:** The Seller shall file periodical statutory returns within the prescribed time as required under the GST Act and shall ensure that the full tax due as per the said return has been duly remitted in the manner prescribed under the Act. The Seller shall provide valid proof of remittance of tax collected from Perrigo and any other related documents under the GST Act as may be required by Perrigo to obtain input credit.

22. **GOVERNING LAW:** This Contract and the performance under it shall be controlled and governed by the Law of the India ("Law"), and Seller hereby submits to the jurisdiction of the courts where the registered office Perrigo is situated for purposes of resolving any dispute. If any action is initiated to enforce any of the provisions hereof, the prevailing Party shall be entitled to reimbursement of all reasonable costs and expenses, including the fees and expenses of legal counsel, incurred by such Party in connection therewith. THE PARTIES EXPRESSLY AGREE THAT THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) IS SPECIFICALLY EXCLUDED AND SHALL NOT APPLY TO THIS CONTRACT.

23. **WAIVER:** No waiver of any of the provisions contained in this Contract shall be valid unless made in writing and executed by both parties. Failure of Perrigo to insist upon strict performance shall not constitute a waiver of any of the provisions of this Contract.

24. **INDEPENDENT CONTRACTOR:** The Parties are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the Parties.

25. **WORK ON PERRIGO'S PREMISES:** If Seller's performance of this Contract involves any work or operations by Seller and/or its subcontractors upon property owned or controlled by Perrigo, the following additional terms apply unless otherwise agreed in writing.

a) Seller agrees that any employee, subcontractor, representative or agent that Seller brings on-site to perform Services on Perrigo's premises ("Seller Personnel") is not an employee of Perrigo. If the employees of the Seller are required to work on Perrigo's premises, they will be allowed to carry out the Services but they will hold no right, title or lien whatsoever

upon the premises. The employees shall work in and move out of the premises at the sole discretion of Perrigo. All matters of compensation and benefits (including pension plans, profit sharing plans, life insurance plans, medical plans, disability plans, severance plans, vacation or sickness arrangements, bonus or stock option arrangements, or any other compensation or incentive compensation arrangements) for Seller Personnel are solely matters between Seller and Seller Personnel. Seller shall withhold and submit to the applicable governmental authorities all applicable taxes from Seller Personnel's paychecks. At no time shall any Seller Personnel represent himself or herself as an employee or representative of Perrigo.

b) Seller shall defend, indemnify and hold Perrigo and its employees, directors, officers, principals and agents harmless against any and all claims, demands or causes of action of every kind and character arising from or in connection with any claims for (i) benefits that Perrigo makes available to its employees, (ii) co-employment or relating to the employment relationship (including termination) with existing, past and prospective employees of Seller and Seller Agents; and (iii) taxes, penalties and interest made by any governmental authority arising out of any payments that Seller makes to Seller Personnel which are not expressly made the responsibility of Perrigo under this Contract.

c) Seller is responsible for the actions of all Seller Personnel and for their supervision, direction and control. At all times while on Perrigo premises, Seller Personnel shall obey all applicable laws and regulations, as well as all Perrigo rules and regulations and all instructions of authorized Perrigo representatives, and shall not engage in inappropriate conduct, such as, but is not limited to: (i) use or possession of alcohol, illegal drugs or any other controlled substance, except for approved medical purposes; (ii) use or possession of a weapon of any sort; (iii) harassment, threats or disorderly, disruptive or violent behavior, or (iv) any other behavior which may reflect adversely on Perrigo business or reputation.

d) Perrigo may in its discretion require any Seller Personnel to undergo one or more criminal or other background checks, drug tests and similar tests. Seller hereby consents to the foregoing and agrees that Perrigo need not allow Seller or such employees on-site until it has received satisfactory results of such checks and tests.

26. **INCOSISTENCY:** In case of inconsistency between the Order Form and the Terms and Conditions, the Order form shall prevail.