

**General Purchase Conditions of DFE Pharma India Private Limited (earlier known as DFE Pharma India LLP) referred to in the conditions as “DFE Pharma”**

**1. Formation of the contract**

1.1 No contract shall be deemed to have been formed until and in so far as DFE Pharma accepts an offer by placing a written order (“**Purchase Order**”). These General Terms and Conditions along with the covering Purchase Order (which term shall be deemed to include plans, specifications, regulations, quotations and other documents only to the extent that any of the same are incorporated by reference) contain the entire agreement of the parties, and expressly limits acceptance to the terms stated herein. Any additional or different terms proposed by the Supplier are objected to and are hereby rejected unless DFE Pharma shall accept the same in writing. Shipment of any Goods (which term shall have the meaning as set out in the Purchase Order) pursuant to the Purchase Order shall be deemed to be an acceptance by the Supplier of the precise terms and conditions hereof. Failure of DFE Pharma to enforce its rights under the Purchase Order and the General Terms and Conditions shall not constitute a waiver of such rights or any other rights under the Purchase Order and the General Terms and Conditions or otherwise.

1.2 All cost incurred by the Supplier in relation to an offer are for the Supplier’s account.

**2. Delivery**

2.1 Deliveries shall take place (in accordance with the relevant provisions of the most recent version of INCO terms) as per INCO terms mentioned in the Purchase Order. The Goods shall be delivered at the place indicated by DFE Pharma, with an accompanying delivery challan, an invoice and such other documents as may be requested by DFE Pharma.

2.2 The delivery time commences as soon as the contract is formed and is a firm deadline on penalty of forfeiture of rights. Time is of the essence. The Supplier shall complete the delivery of the Goods within the time period agreed in the Purchase Order in accordance with a programme approved in writing by DFE Pharma. Exceeding the delivery term places the Supplier in default without notice of default being required. The Supplier shall give DFE Pharma timely advance notice of the progress of and the possibility of the delivery time being exceeded. Such advance notice does not release the Supplier from its liability in the event of the term actually being exceeded. DFE Pharma shall have the right to levy such damages as set out in the Purchase Order in case of any delays in meeting the agreed timelines. Any extension of time to be provided shall be at the sole discretion of DFE Pharma and shall be without prejudice to the right of DFE Pharma to levy damages.

2.3 Unless otherwise provided in the Purchase Order, delivery in whole or in part shall not be made more than 10 days prior to required delivery dates. DFE Pharma may return earlier deliveries at the Supplier’s sole risk and expense. The Supplier shall comply with the delivery schedule but shall not make material or production commitments in advance of such time as the Supplier reasonably believes necessary to meet the schedule without prior written approval by DFE Pharma.

### **3. Packaging**

The Goods and/or materials must be packaged and preserved in such a way that protection against external factors is guaranteed. The Supplier is obliged to follow the provisions of the Purchase Order and any instructions by DFE Pharma in this regard.

### **4. Transfer of risk and Title**

4.1 The Supplier guarantees that the full and unencumbered ownership of the Goods is supplied under the Purchase Order.

4.2 The Goods and/or materials will remain at the expense and risk of the Supplier until they are delivered, in accordance with the applicable INCO terms as set out in the Purchase Order.

4.3 Title in the Goods shall pass from the Supplier to DFE Pharma at the time of delivery to such place as specified by DFE Pharma, unless (i) otherwise agreed upon between the parties, or (ii) if the Goods are rejected by DFE Pharma in accordance with the provisions of Clause 9.

### **5. Documentation, parts and tools**

All drawings, manuals, computer programs, parts, tools and user rights and/or onward delivery of the Goods shall be delivered along with delivery of the relevant Goods to DFE Pharma and, if made specifically in connection with the order placed by DFE Pharma, transferred in ownership to DFE Pharma in accordance with the provisions of Clause 4 of these conditions.

### **6. Substitutions**

The Supplier shall not substitute materials, components, processes or other requirements pertaining to the Goods without written consent of DFE Pharma.

### **7. Changes**

7.1 DFE Pharma may at any time, by written order, make changes or additions within the general scope of this Purchase Order, in any one or more of the following, which are non exhaustive: (i) drawings, designs, statement of work, or specifications; (ii) method of shipment or packing, (iii) place of inspection, delivery or acceptance; (iv) quantities, and (v) delivery schedules.

7.2 If any such change causes an increase in the cost of, or the time required for, performance of this Purchase Order, the Supplier shall notify DFE Pharma in writing immediately with documentation of such increase and an appropriate equitable adjustment may be made in the price or time of performance, or both, in the sole discretion of DFE Pharma, by written modification of the Purchase Order. Any claim by the Supplier for such adjustment must be asserted within 5 days, or such other period as may be agreed on in writing by the parties, after the Supplier's receipt of notice of the

change. Nothing contained in this paragraph shall excuse the Supplier from proceeding with the contract as amended, unless specifically exempted in writing by DFE Pharma.

## **8. Quantity**

No variations in quantity shall be accepted for payment except as authorized in writing by DFE Pharma's purchasing department. Any shipments in excess of what is set out in the Purchase Order, may be returned to the Supplier at the Supplier's sole expense, which shall include a reasonable cost for DFE Pharma's handling, or retained by DFE Pharma at no increase in price. To the extent that Goods covered by this Purchase Order are produced in accordance with drawings or specifications which are proprietary to DFE Pharma or to DFE Pharma's customer, the Supplier shall not manufacture, use or retain such Goods, or drawings, specifications or parts therefore, other than as required to be delivered under this Purchase Order. Any such excess Goods, or parts therefore, shall be provided free of charge to DFE Pharma upon completion.

## **9. Inspection and quality control**

9.1 Without prejudice to any rights in law, contract or otherwise, including but not limited to rejection of Goods, DFE Pharma reserves the right to inspect, to check and/or to test the Goods delivered or to be delivered, as well as the facilities of the Supplier, either acting for itself or through another, irrespective of where the Goods, or the facilities in question are located subject to providing reasonable notice. The Supplier shall cooperate with the above. DFE Pharma can further require a production or confirmation sample, free of charge. The inspection costs shall be borne by the Supplier if the inspected Goods and/or materials fail to meet the specifications or general requirements as provided for in Clause 8.

9.2 The Supplier acknowledges that DFE Pharma does not carry out full acceptance checks on the Goods. If any (part of a shipment or a production batch of the) Goods do not conform to the representations and warranties as set forth in Clause 10 and the specifications, DFE Pharma may reject, at its sole discretion, the entire shipment or production batch without any payment becoming due by DFE Pharma for any part of such shipment or production batch of the Goods and without any liability towards the Supplier. DFE Pharma shall store the rejected Goods or cause them to be stored at the Supplier's sole expense and risk. Without prejudice to other rights in law, contract or otherwise that DFE Pharma may have, DFE Pharma, notwithstanding any prior acceptance, at its option, may reject and return for credit or replacement or require prompt rework of any Goods, which are defective in material or workmanship or otherwise fail to conform to all applicable specifications or that have defects or are unsuitable for the purpose for which they were meant.

## **10. Guarantee and Warranties**

10.1 The Supplier guarantees/warrants that the Goods being delivered and the accompanying Documentation and Materials meet the agreed specifications, properties and requirements or, if no agreements have been made in that regard, the specifications, properties and requirements that are customary in accordance with best industry standards for the trading of these Goods. The Supplier

further guarantees that the Goods and the accompanying Documentation and Materials meet all of the government regulations in the country of production and the country to which they are being supplied. The warranties contained in this paragraph are non exhaustive, and any other applicable warranties shall extend to DFE Pharma and its customers. DFE Pharma's inspection and/or acceptance of and/or payment for Goods shall not constitute a waiver by it of any warranties.

10.2 The Supplier further guarantees that the Goods are fit for purpose and can be used and processed for that purpose and that the Goods possess at all times a high and consistent level of quality and that they meet the requirements laid down by or pursuant to law, and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising.

10.3 Independent and without prejudice to the warranties provided by the Supplier, the Supplier shall transfer and/or assign all the guarantees and warranties received from the original manufacturers from whom the Supplier has sourced the Goods or any parts thereof. The Supplier shall procure the warranties set out in 10.1 and 10.2 above from the original manufacturer and assign such warranties in favour of DFE Pharma. In case the warranties provided by the original manufacturer is not for the entire warranty period set out specifically in the Purchase Order, the Supplier shall step in and provide such warranties for the remaining warranty period set out in the Purchase Order.

10.4 DFE Pharma reserves the right to return rejected Goods and/or Documentation to the Supplier at the Supplier's expense or to retain them at the expense and risk of the Supplier. If the Goods and/or Documentation are stored by DFE Pharma, the Supplier is obliged to collect them from DFE Pharma within two days of receiving a request from DFE Pharma to do so. If that is not done, DFE Pharma is free to act as it sees fit. DFE Pharma may, in addition to any rights it may have by law, prepare for shipment and ship the Goods to the Supplier for credit, replacement or for rework to correct any defect, at DFE Pharma's option and the expense of any such action, including transportation both ways, if any, shall be borne by the Supplier.

## **11. Execution of the Purchase Order**

11.1 If any work in respect of the Goods is performed at DFE Pharma's location, that shall be done during the normal work hours at that location, unless parties have agreed otherwise in writing. The Supplier is obliged to carry out such work outside of those working hours on DFE Pharma's first request. The Supplier shall arrange at its own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of such work and/or the employment of personnel.

11.2 The Supplier shall perform, all of its obligations under this contract: (i) in strict accordance with the terms of this contract, including all amendments, work orders and other related documents; (ii) in a professional, commercially diligent basis, in accordance with the generally accepted industry and professional standards, procedures and practices, to the reasonable satisfaction of DFE Pharma and (iii) in accordance with the requirements laid down by or pursuant to law, and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising.

11.3 The Supplier guarantees and undertakes that the scope of the Purchase Order will at all times be carried out with due observance of all statutory and other governmental provisions concerning the

payment of social insurance contributions and taxes, safety, the environment, hygiene, product designations or other matters as applicable under the relevant law and at the location of the manufacture and supply of Goods. All costs of measures, including repair measures, needed to meet these provisions or that may be needed to meet them, and all penalties and or damages resulting from non-compliance with these provisions, shall in all cases be defrayed by the Supplier, even if they are initially borne by DFE Pharma.

11.4 Unless otherwise provided under the Purchase Order, the Supplier shall be responsible for obtaining all applicable permits required for the Supplier's performance of the Purchase Order, including, without limitation, in respect of the manufacturing, importation, transportation and use of the Goods and the clearances required from the port authorities and custom authorities for any imported Goods.

## **12. Supplier's Warranties and Covenants**

Without prejudice to any other representation and/or warranty contained in the Purchase Order, the Supplier hereby warrants and represents to DFE Pharma that:

- a) it is an entity duly organised and existing under the laws of its country of incorporation and has the power and authority to carry on its business as now conducted, and to perform its obligations under the Purchase Order;
- b) there are no pending or threatened actions or proceedings before any court or agency which either individually or in aggregate may adversely affect its right to perform its obligations under the Purchase Order;
- c) the Goods supplied shall be in accordance with the specifications for the Goods and in accordance with the Purchase Order and in accordance with any highest applicable standards set by the relevant standards organizations and/or applicable laws;
- d) the Goods shall be free from defects in design, materials and workmanship, and suitable for the relevant purpose of those Goods; and
- e) the Supplier shall provide to DFE Pharma, good and marketable title to the Goods free of any charge, liens, title defect or encumbrance;
- f) all Goods supplied to DFE Pharma and all material used for packing and shipping the Goods (including, without limitation, temporary or replacement fittings such as transport gaskets, packaging and strapping or protective materials) shall be free from any substance which is prohibited under applicable laws;
- g) it shall comply with all laws, regulations or government orders concerning the Goods and/or services to be provided under this order, including any national, international, state or local laws dealing with the environment, health and safety, labor and employment, transportation or storage of hazardous materials, and import/export or customs requirements, including without limitation and if applicable, the manufacture and shipment of Goods purchased or returned hereunder. Upon request, the Supplier shall provide DFE Pharma with written assurances of

compliance and cooperate with any efforts to verify the integrity of the Supplier's supply chain. The Supplier shall indemnify, defend and hold DFE Pharma harmless from any liability, losses, damages, penalties or claims arising from the Supplier's actual or alleged failure to comply with any of the above.

### **13. Payment Terms**

- 13.1 All payments shall be made by DFE Pharma subject to receipt of complete set of required documents for payment including proforma invoice wherever relevant and necessary. Such documents shall be diligently prepared by the Supplier, without any errors and submitted to DFE Pharma in a manner that can be processed for timely payments.
- 13.2 DFE Pharma shall have the right not to accept any part/all of any invoice, if they are not submitted in accordance with Clause 13.1 above.
- 13.3 If in DFE Pharma's opinion, any incorrect amounts are stated in an invoice provided by the Supplier, DFE Pharma shall be entitled to give notice to the Supplier of such amounts ("Disputed Amounts"). DFE Pharma shall make full payment for the undisputed invoices within a period of 75 Days of the acceptance of the invoice, as per the terms of the Purchase Order.
- 13.4 DFE Pharma shall have the right to withhold payment of Disputed Amounts till such time that the matter is resolved between DFE Pharma and the Supplier. In the event of any such Dispute, the Supplier shall continue to perform its obligations under the Purchase Order.
- 13.5 Subject to applicable laws, all payments under the Purchase Order shall be subject to statutory tax deductions.
- 13.6 Notwithstanding anything contained herein, DFE Pharma shall have the right to set off any amounts that are due to DFE Pharma from the Supplier, against any payments required to be made by DFE Pharma to the Supplier with intimation to the Supplier with sufficient details of such amounts proposed to be set off.

### **14. Taxes**

Unless otherwise provided in the Purchase Order, the contract price is inclusive of all taxes (including any value added tax, goods and service tax or any other such tax if any levied on DFE Pharma or the Supplier by the central government or any state government or any other local bodies including custom duties). DFE Pharma may withhold or deduct from the payment of any amount payable to the Supplier under the Purchase Order and pay such taxes whether levied on DFE Pharma or not and other sums, if any, as DFE Pharma may be required to withhold or deduct as provided under applicable law. DFE Pharma shall not reimburse the Supplier for any withholdings taxes including tax deducted at source or deductions of taxes made by DFE Pharma under applicable law from any payments made to the Supplier. DFE Pharma will provide a necessary tax withholding or deduction certificate to the Supplier. DFE Pharma shall provide a tax certificate upon the request of the Supplier, provided that, the Supplier provides DFE Pharma with all necessary information for purpose of such tax certificate.

### **15. Intellectual and industrial property rights**

- 15.1 Drawings, images, designs, models, calculations, processes, methods, tools, moulds and everything else that can be the subject of any right of intellectual or industrial property or can be placed on par with such a right (hereinafter referred to as “Documentation and Materials”), which are issued by DFE Pharma or which are made on the instructions of DFE Pharma or in that connection by or on behalf of the Supplier for DFE Pharma and all intellectual and industrial property rights in their regard accrue exclusively to DFE Pharma, which is also deemed to be the maker and/or designer, irrespective of whether DFE Pharma pays a separate or inclusive fee for that purpose. The Supplier undertakes to do everything necessary to provide DFE Pharma with the exclusive rights referred to above (including any necessary deeds of transfer). DFE Pharma holds the rights to all Documentation and Materials, regardless of their form, provided by DFE Pharma to the Supplier in relation to the making of an offer and the execution of the contract, irrespective of how they are used or stored. Unless expressly approved by DFE Pharma and necessary for performance of this Purchase Order, the Supplier shall not use or disclose furnished information concerning DFE Pharma’s Goods or any property relating to the Documentation and Material without the prior written consent of DFE Pharma.
- 15.2 The Supplier is obliged to return Documentation and Materials issued by DFE Pharma on the first request of DFE Pharma and in all cases upon termination of contract. The risk concerning the aforementioned Documentation and Materials is borne by the Supplier until such Documentation and Materials are returned. The Supplier will check the aforementioned Documentation and Materials for accuracy and mutual cohesion prior to commencing execution of the contract and will report deviations and inaccuracies to DFE Pharma, in the absence of which the Supplier will be liable for all damages and costs suffered by DFE Pharma in that regard.
- 15.3 The Supplier shall clearly mark the Documentation and Materials issued by DFE Pharma as being the property of DFE Pharma and inform third-parties of DFE Pharma’s right of ownership. The Supplier shall immediately inform DFE Pharma if the Documentation and/or Materials are subjected to attachment or no longer freely available to the Supplier for other reasons.
- 15.4 The Supplier shall refrain from using the Documentation and Materials issued by DFE Pharma for purposes other than those for which they were provided and will not reproduce them in full or in part, by any means whatsoever, issue them to third parties or show them to third-parties.
- 15.5 The Supplier guarantees to DFE Pharma that the use (including sale or delivery) of the Goods delivered to DFE Pharma does not infringe any right of intellectual or industrial property belonging to a third-party and will indemnify DFE Pharma on its first request against claims of third-parties and defray in full all damages and costs suffered and incurred by DFE Pharma in connection with those claims. DFE Pharma’s approval of Documentation and Materials and other notifications or information issued by or on behalf of the Supplier does not affect or diminish the obligations of the Supplier under this clause and these general conditions.

## **16. Indemnity**

- 16.1 The Supplier shall, at its sole expense, defend any suit or proceeding brought against DFE Pharma or its customers so far as such suit shall be based on a claim that any Goods or any part thereof supplied under the Purchase Order constitutes an infringement of any applicable laws of any country including but not limited to patent or copyright granted under the laws of any country, and the Supplier shall pay all damages and costs awarded therein. If the use of such Goods or part thereof is enjoined in

such suit, the Supplier shall, at its own expense and at its option, either procure for DFE Pharma the right to continue using such Goods or part thereof, or replace the infringing Goods or part thereof with a non-infringing equivalent or modify it so it becomes non-infringing, or upon showing inability to do any of the foregoing, shall remove such Goods or part thereof and refund the purchase price and the transportation and installation costs thereof.

- 16.2 The Supplier will obtain and maintain in force, at no expense to DFE Pharma, comprehensive general liability insurance with products liability coverage and an endorsement, naming DFE Pharma as additional insured in sufficient amounts and with insurance companies acceptable to DFE Pharma, to cover any liability under the Purchase Order.
- 16.3 The Supplier agrees to indemnify, hold harmless and defend DFE Pharma, its officers, agents and employees, parents, subsidiaries, successors and assigns against any loss, cost, damage or expense (including attorney's fees) arising out of any claim or charge for personal injury, death or property damage or any other loss or damage asserted against any of the foregoing parties and attributable to the Goods or the use thereof by DFE Pharma, unless resulting from the sole negligence of DFE Pharma.
- 16.4 The Supplier agrees to indemnify, hold harmless and defend DFE Pharma, its officers, agents and employees, parents, subsidiaries, successors and assigns against any loss, cost, damage or expense (including attorney's fees) arising out of non compliance and/or breach by the Supplier of any terms, conditions, representations or warranties set out under these general terms and conditions and/or the Purchase Order.

## **17. Confidentiality**

- 17.1 The Supplier is obliged to protect the confidentiality of all information originating from DFE Pharma, including all information coming to its notice in the context of a request for an offer, an order and/or the execution of a contract and to stipulate the same in respect of personnel and third-parties engaged in the context of making an offer, assessing an order or executing a contract. The provisions of this clause are applicable in particular – but not solely – to formulae, know-how or procedures of production, prices, confidential business and technical information, Documentation and Materials provided by DFE Pharma to the Supplier. The Supplier is prohibited from using the aforesaid information for its own purposes or for third-parties. To the extent that the Supplier must disclose any information originating from DFE Pharma in the performance of this contract to third parties, it shall do so after either having obtained written consent of DFE Pharma and having entered into confidentiality undertakings with such third parties.
- 17.2 Without DFE Pharma's prior written consent the Supplier shall abstain from any publicity in whatsoever form about any contract and/or cooperation between the parties or of any of the terms and conditions or other facts with respect to any contract between the parties, including the status thereof and will direct its directors, officers, employees and representatives to do the same.

## **18. On-site instructions and regulations**

- 18.1 The Supplier shall at all times adhere to the applicable rules on the sites and at the facilities of DFE Pharma, such as hygiene, environmental and safety regulations.

18.2 The only persons granted access to the areas of DFE Pharma are those registered by the Supplier with DFE Pharma and whose admission has been approved by DFE Pharma.

18.3 Other than in cases of intentional act or omission or gross negligence on its own part or its executive management staff, DFE Pharma cannot be held liable for any damages or any injuries of any nature whatsoever and originating or caused in any manner whatsoever in the execution of the Purchase Order to the Supplier, to third-parties engaged or otherwise involved by the Supplier in the execution of the Purchase Order, to Goods of the Supplier or those third-parties or persons employed by the Supplier or those third-parties.

#### **19. Prohibition on outsourcing and assignment**

19.1 The Purchase Order shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. The Supplier shall not without the prior written consent of DFE Pharma assign to any person any benefit of or obligation under the Purchase Order in whole or in part. DFE Pharma shall have the right, in its sole discretion, to assign the Purchase Order and each of the guarantees and warranties to any third party.

19.2 Claims of the Supplier on DFE Pharma are not transferable without written consent of DFE Pharma.

#### **20. Termination**

20.1 The Purchase Order shall come into effect on the date of the Purchase Order or if specifically mentioned as Effective Date, then that Effective Date in the Purchase Order.

20.2 Either Party may give notice in writing to the other party terminate the Purchase Order with immediate effect:

a) if an order is made or a resolution is passed for the winding-up of the other party, which order is not stayed or appealed against, within a period of 30 Days of passing of such order;

b) if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets;

c) if the other party takes or suffers any similar or analogous action to those stated in Clause 20.2(a) through Clause 20.2(b) above in consequence of debt; or

d) if the other party ceases, or threatens to cease, to carry on business for a continuous period of 30 Days.

20.3 DFE Pharma shall have the right to terminate the Purchase Order by giving fifteen (15) Days prior notice in writing if the Supplier commits a breach of any of the terms of the Purchase Order and such breach is not remedied within thirty (30) Days from the date of notification of such breach by DFE Pharma.

- 20.4 Notwithstanding anything contained in the Purchase Order or any part thereof, may be terminated by DFE Pharma for convenience, at no additional cost and liabilities, by delivering 30 (thirty) Days' written notice to the Supplier. For avoidance of doubt, it is clarified that, the termination shall not operate to terminate any rights or obligations, which may have accrued to either Party prior to such termination in accordance with the Purchase Order. DFE Pharma shall not be required to make any further payments to the Supplier save and except in respect of the Goods already shipped in accordance with terms under the Purchase Order. It is hereby clarified that the Supplier shall not be entitled to any payments of or compensation whatsoever, on termination, for any loss of profit or anticipated profit, loss of opportunities, loss of use, loss of production, loss of contracts, or for any other financial or economic loss whatsoever, nor for any indirect or consequential damages that it may suffer, nor the incurring of expenditure in the expectation of completing the supply of the Goods.
- 20.5 DFE Pharma shall not be liable for any third party claims or losses incurred by the Supplier pursuant to any termination howsoever occasioned.
- 20.6 Termination of the Purchase Order however caused shall be without prejudice to any rights that DFE Pharma has under the Purchase Order as at the date of termination of the Purchase Order.

## **21. Incoterms**

Except where specifically agreed otherwise, the commercial terms used in these conditions or other agreements between the parties shall be interpreted and construed in conformity with the provisions of the most recent version of the Incoterms.

## **22. Severability**

In the event of one or more of the provisions of the Purchase Order proving to be invalid or being set aside by a court of law, the other provisions will remain fully in force. The parties shall in good faith attempt to replace any unenforceable provision of the Purchase Order with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

## **23. Governing Law and Jurisdiction**

- 23.1 All contracts between DFE Pharma and the Supplier are subject to the laws of India.
- 23.2 Any dispute, controversy or claim arising out of or relating to this contract, including the validity, invalidity, breach or termination thereof, shall be settled by arbitration in Bangalore, India under the LCIA Arbitration Rules in force when a notice of arbitration is submitted in accordance with such rules. The number of arbitrators shall be one. If parties cannot agree on one arbitrator within 30 days of the dispute being referred to arbitration, the number of arbitrators shall be three. One arbitrator each appointed by each party and the third arbitrator being appointed by the first two such appointed arbitrators. The arbitration proceedings shall be conducted in the English language. This arbitration agreement shall be governed and construed under the law identified in Clause 23.1.
- 23.3 The provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applicable.

## **24. Notices**

All notices and communications to be given under the Purchase Order shall be in writing and in English and shall be deemed effective as follows: (a) if delivered personally, upon delivery; (b) if sent by post, upon certified receipt of delivery; (c) if sent by a courier service or hand delivery, upon receipt, with confirmation of receipt; (d) if sent by facsimile transmission, when received (on receipt of a confirmation to the correct facsimile number); or (e) if sent by electronic mail, upon receipt by the sender of an electronic confirmation of delivery from the recipient's electronic mail server. Notices shall be addressed to the persons and addresses (or to such other persons or addresses as either Party may add or substitute by written notice, provided that, a notice with respect to a change in person or address shall be effective only when received) as set out in the Purchase Order.

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