

General sales conditions of DFE Pharma India Private Limited (earlier known as DFE Pharma India LLP) hereinafter referred to as "DFE Pharma India Sales Terms and Conditions".

1. Applicability

- 1.1. These conditions shall apply to all offers from and to all orders to DFE Pharma India Private Limited (hereinafter: DFE Pharma India) for the sale and delivery by DFE Pharma India of products (hereinafter: goods) and to all agreements pertaining thereto with DFE Pharma India.
- 1.2. These conditions are also applicable to services to be carried out by DFE Pharma India related to the sale and/or delivery of goods, including contracting and the rendering of advice.
- 1.3. These conditions shall override all other terms and conditions, if any, of the counterparty or customer (hereinafter: the Customer) of DFE Pharma India. These conditions shall be deemed to be incorporated in all offers, purchase orders and the invoices made by DFE Pharma India in relation to the goods.
- 1.4. Provisions deviating from these terms and conditions may only be invoked by the Customer if and in so as far as such conditions have been accepted in writing by DFE Pharma India as an amendment to these terms and conditions.

2. Offers, assignments/orders and agreements

- 2.1 All offers made by DFE Pharma India are non-binding.
- 2.2 Orders placed by the Customers or acceptance of offers made by the DFE Pharma India shall be deemed to be irrevocable by the Customer.
- 2.3 DFE Pharma India shall be bound by any agreement with the Customer only after it has accepted an order in writing or otherwise has commenced with implementation. In addition, DFE Pharma India shall only be bound in the manner such as it has accepted in writing. Oral commitment or arrangements by or with the personnel of DFE Pharma India shall not bind DFE Pharma India until after and in as far as it has confirmed these in writing through a duly authorized representative.
- 2.4 Amendments to any written agreements between DFE Pharma India and the Customer shall be subject to the terms and conditions set out herein and any other terms and conditions as may be agreed in writing.

3. Conformity

- 3.1 All specifications provided by DFE Pharma India of figures, measurements, weights and/or other indications with respect to goods shall be made with as much due care as possible. DFE Pharma India, however, cannot guarantee that no deviations shall occur in this respect. Customary deviations to the extent permitted by applicable law, if any, or as per the industry practices shall be deemed permitted. The Customer shall have an obligation to check the conformity with specified or agreed figures, measurements, weights and/or other indications of DFE Pharma India at the time of taking the delivery of goods. Samples demonstrated or furnished by DFE Pharma India,

drawings or models of goods to be delivered are merely indications thereof as is meant in this article and are expressly subject to the contents of this article.

3.2 The Customer is required to ascertain that the goods it is to order and/or goods it has ordered and the documentation pertaining thereto, packaging, labelling and/or other information comply with the applicable law of the country of destination.

4. Price

4.1 The prices quoted by or agreed to with DFE Pharma India are net price for manufacturing or procuring the goods for the Customer and shall be exclusive of VAT, GST, and other taxes or levies imposed or levied with respect to the goods. All such charges, levies and taxes shall be charged additionally. Cost of transportation will be charged separately on delivery as is provided in the written order confirmation of DFE Pharma India.

4.2 If DFE Pharma India itself undertakes the packing, packaging, loading, transport, dispatch, or insurance of goods without a price being agreed thereof expressly in writing, it shall be entitled to charge the actual costs thereof and/or the rates customary to DFE Pharma India thereof to the account of the Customer as is provided in the written order confirmation of DFE Pharma India.

4.3 The prices quoted or agreed to with DFE Pharma India are based on the cost price at the time of agreement by DFE Pharma India. Should, for example, by measures of the authorities, exchange rate fluctuations, prices of raw materials, also in connection with changing or lapse of price listings, freight tariffs, energy costs, import and export duties, excise duties or as a consequence of inflation, the cost price for DFE Pharma India thereafter be subjected to an increase prior to delivery, DFE Pharma India is entitled to adjust the prices accordingly.

4.4 Save where credit terms have been agreed in writing in advance, 100% payment of the goods is due when the order is placed with DFE Pharma India without any deductions, withholding or set off. Time for payment is of the essence. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, DFE Pharma India shall be entitled at its sole discretion to:

- a) Cancel the order or suspend any further deliveries or performance;
- b) Appropriate any payment made by the Customer to such of the goods (or the goods made under any other contract) as DFE Pharma India may think fit; and
- c) Charge interest on the overdue outstanding amount and lying unpaid at the rate of 18% p.a until payment is made in full.
- d) If legal action is taken to recover monies due to DFE Pharma India, then DFE Pharma India reserves the right to charge the Customer an administration fee to cover all and any costs incurred.
- e) DFE Pharma India reserves the right to add a Rs.500.00 service charge on all returned checks.

5. Delivery time

- 5.1 The delivery time commences after conclusion of the agreement, after DFE Pharma India has at its disposal all the items, documents and data to be furnished by the Customer and after any advance payment which has been agreed upon by DFE Pharma India has been received or security for payment has been received for the benefit of DFE Pharma India has been furnished.
- 5.2 Delay in the delivery does not give the Customer any right to additional or substitute damages nor to non-fulfillment by it of any of its own obligations arising from the agreement. The Customer is, however, entitled to rescind the agreement by means of a written statement, if and in as far as after the above-mentioned delay DFE Pharma India still has not delivered the goods within a reasonable time agreed upon in writing with the Customer.
- 5.3 Delivery times shall be extended by the time that the performance of the agreement is affected by force majeure. They shall also be extended by the time that the Customer fails in the fulfillment of any of its own obligations.

6. Delivery, risk, acceptance and storage

- 6.1 DFE Pharma India is entitled, for the implementation of the agreement or parts thereof, to bring in third parties, hereinafter also to be referred to as auxiliary persons.
- 6.2 DFE Pharma India is entitled to deliver in parts. For the applicability of these conditions, each part delivery shall be deemed an independent delivery.
- 6.3 Terms of delivery is Ex-works- Cuddalore, if the customer specifically requests for delivery at their location, DFE Pharma India would arrange for the delivery after recovering costs for delivery. If the delivery by DFE Pharma India is effected on the basis of such delivery conditions as carriage paid, F.O.B., CIF or for example, C&F, this shall imply the conditions corresponding to these abbreviations as is described in the Incoterms of the International Chamber of Commerce, most recent edition.
- 6.4 The risk of the purchased goods shall pass to the Customer either at the place and the instance pursuant to the agreed conditions of delivery as is referred to in article 6.3, or, if no condition applies concerning passing of risk, the risk shall pass to the Customer at the place and the instance that the goods are ready for transport or dispatch to the Customer or third parties it has designated. This also applies if DFE Pharma India sees to the loading, transport, dispatch, unloading or insurance of the goods itself or via its own auxiliary persons.
- 6.5 The goods shall immediately be received at the agreed place and the agreed point in time of delivery by or on behalf of the Customer. The Customer shall see to sufficient loading and unloading facilities and for a speedy unloading.
- 6.6 If the Customer does not or does not timely take possession of the goods, it shall be in default without notice thereof. In that case, DFE Pharma India is entitled to store the goods for the account and risk of the Customer or, at its own option, to sell these to a third party. The storage costs and/or other damages to be incurred by DFE Pharma India shall be to the account of the Customer.
- 6.7 DFE Pharma India is not obliged to honour a request of the Customer for redelivery or delivery thereafter. Should however, DFE Pharma India indeed choose to do so, the costs attached thereto shall be to the account of the Customer.

7. Packing

- 7.1 The packing shall, in as far as this is not intended for once-only use, including pallets, crates, containers and other auxiliary means for the transport, remain the property of DFE Pharma India. The Customer is, accordingly, not entitled to put the packing at the disposal of third parties or otherwise use them.
- 7.2 The packing may not be used for purposes other than those for which it is intended.
- 7.3 In the event of loss or damage, where the claim of the Customer to the repayment of a deposit (if any) lapses, the Customer is obliged to compensate the loss or damage, by surrender of the deposit, to DFE Pharma India.

8. Transfer of ownership

- 8.1 All goods delivered by DFE Pharma India shall remain in the ownership of DFE Pharma India until receipt of full payment of all that which DFE Pharma India is owed by the Customer in connection with this subject agreement and/or prior or subsequent agreements of the same nature, this including damages, costs and interest. The Customer is not entitled to a right of retention/lien on the goods.
- 8.2 The Customer shall, immediately on first request of DFE Pharma India, notify DFE Pharma India of where the goods, of which DFE Pharma India is still owner, are located. DFE Pharma India retains the right, without any other authorization thereto being required on the part of Customer to take back on its own authority the goods which fall under its ownership, irrespective of where these goods are located.

9. Industrial/intellectual property

- 9.1 The industrial and intellectual property rights with respect to the delivered goods and/or services are vested with DFE Pharma India or relevant third parties and shall not be transferred to the Customer through the agreement, accordingly, this also applies in the event the goods or services have been specifically designed, developed or composed for the Customer.
- 9.2 The Customer shall notify DFE Pharma India immediately in the event third parties infringe or threaten to infringe the industrial or intellectual property rights of DFE Pharma India or in the event third parties are of the opinion that goods of DFE Pharma India constitute infringement of their own industrial or intellectual property rights. Should there indeed be a question of the latter, DFE Pharma India may either replace or change the infringing goods or terminate the agreement with the Customer, all this after prior notice to the Customer. In these events, the Customer shall derive no right to compensation or damages from DFE Pharma India outside of that set forth in article 13 of these conditions. Nevertheless, DFE Pharma India shall indemnify the Customer against the costs of defense against an entitled third party on the condition that the Customer timely notifies DFE Pharma India of any such claim, leaves the right to defend to DFE Pharma India and grants all cooperation reasonably required by DFE Pharma India in this regard.

10. Force majeure

- 10.1 DFE Pharma India is entitled to invoke force majeure if the implementation of the agreement in whole or in part, temporarily or not, should be delayed or impeded by circumstances reasonably outside its control, including trade embargoes, strikes, lightning strikes work-to-rule and lockouts, lack of raw materials, delayed providing to DFE Pharma India by third parties of ordered goods or services in circumstances other than those that can be imputed to DFE Pharma India, accidents, breakdowns, unforeseeable problems with production or transport, devaluation, increasing of levies or taxes of whatever nature, significant change of prices of raw materials or energy, and lapse, withdrawal or non-extension of the required permits, certificates, licenses and such like.
- 10.2 In the event of a force majeure event as per article 10.1 above DFE Pharma India's obligations shall be suspended until such event of force majeure continues. It is hereby clarified that notwithstanding the force majeure event, the Customer's payment obligation shall not be suspended or terminated, unless agreed in writing by DFE Pharma India.

11. Confidentiality

DFE Pharma India and the Customer shall treat as confidential information any information considered as such under the written order confirmation by DFE Pharma India. If any information relating to the goods is considered as confidential and proprietary by one of the parties, then such party shall notify the other. The parties agree not to disclose, publish, circulate or make this available either directly or indirectly to third parties, any confidential information as identified under the agreement or as notified by the parties.

12. Guarantee and claims

- 12.1 DFE Pharma India guarantees the merchantable quality of the goods at the time of delivery of goods. The guarantee by DFE Pharma India is limited to the quality of goods to be in conformity with specifications agreed with the Customer at the time of delivery. DFE Pharma India does not provide any implied warranties and all warranties other than those expressly provided in writing are excluded.
- 12.2 DFE Pharma India guarantees the characteristic properties as per the agreed specification of each of the delivered goods up to the expiry date indicated on the packaging, subject to the Customer complying with the appropriate storage and handling conditions.
- 12.3 The Customer shall approve or have approved on its behalf, the delivered goods immediately after receipt. If approval is not effected immediately, right of claim in respect of the relevant goods shall lapse.
- 12.4 If the quality does not comply with that which has been agreed, the Customer shall in writing lodge a claim setting out the defects in the goods within 24 hours after taking delivery of the goods.
- 12.5 If the Customer lodges a claim in the manner referred to in the preceding paragraph, it is obliged to provide DFE Pharma India the opportunity to inspect or have the goods inspected in order to investigate the claim.
- 12.6 Each right of claim shall lapse if:

- a) the situation arises as is referred to in article 12.3;
- b) the goods have been transported, treated, used, adapted or stored improperly or in violation of the instructions given by or on behalf of DFE Pharma India;
- c) the goods have been processed by or on behalf of the Customer;
- d) the Customer has not or has not properly or not timely fulfilled any of its obligations under the agreement.

12.7 In the event of a justified and timely claim, DFE Pharma India shall either improve the goods and redeliver without any additional charge on the same terms and conditions within a time period as may be agreed in writing, or credit the Customer in whole or in part for the cost of defective goods that it may have been received from the Customer, all this at the sole option of DFE Pharma India. The Customer shall not be entitled to any other recourse.

12.8 If and in as far as DFE Pharma India purchases goods which it directly and without treatment or processing on its part, delivers on to the Customer, DFE Pharma India shall at no time be held to a guarantee exceeding that which it itself is able to claim towards its supplier.

12.9 After discovery of a defect in one of the goods, the Customer is obliged to do all that which will prevent or limit damage, this expressly including any immediate ceasing of use, treatment or processing. DFE Pharma India shall not be liable for any consequential loss or damage that the Customer may suffer on account of possession, use or storage of defective goods.

12.10 DFE Pharma India operates a 30 day return policy. Goods concerning which a claim has been lodged or shall be lodged, may only be sent back to DFE Pharma India after DFE Pharma India has consented thereto in writing. Prior to returning any goods to DFE Pharma India for any reason, the Customer must contact DFE Pharma India to obtain a returns authorization number ('RMA'). To be accepted for return on this basis, goods should be returned for receipt by DFE Pharma India within 30 days of delivery to the Customer. The process for Customer returns is –

- a) Customer to lodge the complaint to customer support or sales team as per article 12.4.
- b) After DFE Pharma India have investigated the claim and if in the sole opinion of DFE Pharma India the complaint is substantiated DFE Pharma India will take decision to accept return of the goods and RMA is allotted.
- c) Customer should return the Goods to office of DFE Pharma India, situated at B-4, SIPCOT Industrial Complex Kudikadu, Cuddalore, Tamil Nadu – 607005, India. All Goods are returned at the Customer's risk and expense and should be undamaged by the Customer and in their original packaging. The Customer is responsible for returning goods to DFE Pharma India and for providing proof of delivery of such return.

The costs of sending back/ destroying the goods, if the claim is justified, shall be for the account of DFE Pharma India solely after such written consent from DFE Pharma India. Once the goods are returned then the remedies specified in article 12.7 shall apply.

13. Liability and indemnity

- 13.1 The liability of DFE Pharma India in relation to any defects pertaining to the goods it has delivered and thereby the services related thereto is limited to the fulfilment of the obligations described in the preceding article after the lodging of claims.
- 13.2 DFE Pharma India shall on no account be bound to payment of damages except in as far as the damages incurred have been caused by wilful default or gross negligence of DFE Pharma India, of the auxiliary persons it has brought in, or of their respective employers. Save for wilful default of the management of DFE Pharma India itself, liability of DFE Pharma India for loss of profits, consequential or indirect damages shall remain excluded.
- 13.3 In all cases in which DFE Pharma India is bound to make payment of damages, the amount of damages shall never exceed that of, at its option, either the invoice value of the delivered goods and/or service through which or in connection with which the damage has been caused, or, if the damages are covered by an insurance of DFE Pharma India, the amount which is actually paid out in that matter by the insurer.
- 13.4 The employees of DFE Pharma India or the auxiliary persons brought in by DFE Pharma India for the implementation of the agreement may invoke towards the Customer all means of defense to be derived from the agreement, as if they themselves were party to the agreement.
- 13.5 The Customer shall indemnify DFE Pharma India, its employees and the auxiliary persons it brings in for the implementation of the agreement against each claim of third parties in connection with the implementation of the agreement by DFE Pharma India, in as far as these claims exceed or are different from those to which the Customer is entitled towards DFE Pharma India.

14. Payment and security

- 14.1 Save for any other instruction from DFE Pharma India in favour of the Customer, payment shall be effected within 14 days of the invoice date in the currency set forth in the invoice and exclusively in the manner as indicated in the invoice. DFE Pharma India shall at all times have the right to claim advance payment in whole or in part and/or otherwise to be furnished with security for payment.
- 14.2 DFE Pharma India remains authorized to set-off all that which it is due to the Customer with that which the Customer and/or the enterprises affiliated to the Customer is/are due, whether or not due and payable, under conditions or time limit, to the companies affiliated to the DFE Pharma India concern.
- 14.3 The Customer waives any right to set-off of amounts due, one to the other. Claims do not suspend the payment obligations of the Customer.
- 14.4 If the Customer fails to effect payment of any amount due on the basis of the aforementioned, it shall be in default without notice being required. As soon as the Customer is in default of any payment, all remaining claims of DFE Pharma India on the Customer shall become due and payable and with respect to these claims, the default is of immediate effect without notice being required thereof.

- 14.5 All costs in and out of court which bear relationship to the recovery of any claim on the Customer shall be for the account of the Customer.
- 14.6 A Customer wishing to open a credit account must furnish such information, including financial data and status details, as may be requested by DFE Pharma India and DFE Pharma India reserves the right to evaluate using the services of a credit reference/evaluation agency. DFE Pharma India reserves the right in its absolute discretion to grant, refuse or discontinue any credit facilities or reduce or suspend any credit limit at any time. In addition to the available rights and remedies, DFE Pharma India also reserves the right to cancel any order, require payment in advance, or require the Customer to provide adequate assurance of performance, without any liability of DFE Pharma India, in the event of the Customer's insolvency, filing of a petition in bankruptcy, the appointment of a receiver or trustee for Customer, or the execution by Customer of an assignment for the benefit of creditors.

15. Termination

- 15.1 If the Customer does not or does not timely or not properly fulfil one or more of its obligations, is declared bankrupt, requests (preliminary) suspension of payments, proceeds to liquidation of its company, as well as when its assets are attached in whole or in part, DFE Pharma India is entitled to suspend the implementation of the agreement or without prior notice of default, to terminate the agreement in whole or in part by a written notice, all this according to its own discretion and each time with maintaining of any of the rights it is entitled to on compensation of costs, damages and interest.
- 15.2 The Customer is entitled to terminate only for the events referred to in articles 5.2 and 10.2 of these conditions and in that event, not other than after payment to DFE Pharma India of all amounts it is due at that instant to DFE Pharma India whether or not due and payable.

16. Disputes resolution and applicable law

- 16.1 Any dispute, controversy or claim arising out of or in connection with any international transactions shall be referred to and finally resolved by arbitration administered by the London Court of International Arbitration ("**LCIA**") in accordance with the Arbitration Rules of LCIA (the "**Rules**") for the time being in force, which Rules are deemed to be incorporated by reference into this article.
- 16.2 The tribunal shall consist of a sole arbitrator. The arbitrator shall be a lawyer with experience of international contracts. The seat of the arbitration shall be Bangalore. The language of the arbitration shall be English.
- 16.3 Any award of the tribunal shall be binding on the parties and final from the day it is made.
- 16.4 Nothing in these dispute resolution provisions shall be construed as preventing either DFE Pharma India or the Customer from seeking conservatory or similar interim relief in any court of competent jurisdiction.
- 16.5 The transaction and the agreement between DFE Pharma India and the Customer shall be subject to the laws of India.

16.6 The Courts of Bangalore shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and /or to settle any disputes, which may arise out of or in connection with this Agreement and for these purposes, each party irrevocably submits to the jurisdiction of the Courts of Bangalore.

16.7 The applicability of the Vienna Convention on the International Sale of Goods 1980 (CISG), is expressly excluded.

17. Assignment / Successors

17.1 The agreement shall be binding upon and inure to the benefit of DFE Pharma India and their respective successors and permitted assigns.

17.2 The Customer shall not assign or transfer the agreement or any of its rights or obligations hereunder without the prior written consent of DFE Pharma India.

18. Notices

All notices or other communications under or in connection with the agreement shall be given by the parties in such form and by such means as they shall agree from time to time.

For DFE Pharma India Private Limited

Customer