

STANDARD TERMS AND CONDITIONS OF PURCHASE ORDER

Products / services: Supplier shall perform the Products/services as set out in this Purchase Order (PO) in a proficient, reliable, diligent, conform to any sample, drawing, timely manner and in accordance with any directives and requirements reasonably prescribed by **Saptagir Camphor Private Limited ("SCPL")** from time to time in connection with this PO. The Supplier shall provide in accordance with this PO (i) Products/services with the highest degree of professional skill, proficiency, quality, care and reliability, (ii) free from faulty or defective workmanship or parts or materials, and (iii) in accordance with all rules, regulations, laws, orders, ordinance, statutes and codes, and the requirements of SCPL, (iv) so that at all time it meets all Service Level (if any), and (v) to the highest industry standard, and in a conscientious and responsive manner satisfactory to SCPL (v) all equipment, materials and/or documentation, unless otherwise agreed in writing between the parties. (vi) deploy for fulfilling its obligations under this PO such number of personnel as may be agreed to between the parties(vii) ensure that trained and competent personnel are deployed to fulfil the obligations under this PO and shall provide such personnel at its own cost with such equipment and other paraphernalia as may be considered necessary by the SCPL.

Payment: SCPL shall pay the Supplier for the Products/services in accordance with the fees contemplated in the PO (inclusive of all duty, impost, levy and tax of whatever nature) ("Fee"). Supplier shall provide and pay for all personnel, material(s), supplies, equipment, facilities, approvals and licenses necessary or advisable to perform its obligations under this PO. The Supplier shall indemnify SCPL against loss or disallowance of Good & Service Tax credit resulting from or in connection with mismatch of said tax credit on Goods and Service Tax Network (GSTN) portal due to any lapse or default on part of the Supplier. SCPL reserves the right to cancel the PO in the event the Supplier is blacklisted in the GSTN portal or if the rating is below a particular level. Unless otherwise agreed in writing by SCPL, the Supplier shall render a separate invoice in respect of each service(s) delivered under the PO. If the Service(s) are accepted by SCPL, payment shall be due as per the payment terms mentioned in the PO, provided the correct invoice along with the supporting document is submitted in timely manner to the point of contact as defined under this PO. Notwithstanding the foregoing, SCPL reserves the right to withhold any disputed portions of payments until the dispute is resolved. SCPL may offset any amount owing to it from the Supplier against any amount owed to the Supplier by SCPL. Unless otherwise stated, the Fee and all payment under this Purchase Order shall be made in the currency referred to in the Purchase Order. No adjustment shall be made to the Fee on account of any variation in exchange rate between any currencies.

Representations and Warranties: The Supplier represents and warrants that -

- The signing, delivery and performance of this PO shall not (i) constitute a violation of any law, or of any judgment, order or decree of any court or government agency, (ii) constitute a violation, breach or default under any contract by which the Supplier or any of its assets (whether tangible or intangible) are bound or (iii) result in termination, cancellation or acceleration (whether after the giving of notice, lapse of time, or both) of any contract by which the Supplier or any of its assets (whether tangible or intangible) are bound (whether by charge, pledge, lien or otherwise)
- it has the requisite power, capacity and authority and all necessary licenses, permits and consents to enter into this PO and to carry out the obligation contemplated in it,
- there is no proceeding pending or, to the knowledge of the either party, threatened which challenges or may have an adverse effect on this PO or on the ability of that party to carry out its obligation under this PO
- it does not have any commitments to third parties that conflict with its obligation under this PO,
- it is not aware of anything which will or might adversely affect its ability to fulfil its obligation under this PO.

Supplier's Employees: It is expressly understood and agreed that the Supplier is, shall at all times, deemed to be an independent contractor and nothing in this PO shall in any way be deemed or construed to constitute the Supplier or its employee as an agent or employee of SCPL nor shall the Supplier have the right or authority to act for, incur, assume or create any obligation, responsibility or liability (express or implied) on SCPL's behalf or to bind it in any way whatsoever, to sign any, contract on its behalf. All employment arrangements are solely at the risk and responsibility of the Supplier and it shall be solely responsible for the compensation of employees assigned to perform the Products/services. Not limiting the foregoing, the Supplier undertakes that (i) the Supplier will pay all applicable statutory payments, including where applicable, payments under the Payment of Wages Act 1936, any statutory bonus payable under the Payment of Bonus Act, 1965, contribution towards provident fund and gratuity under the respective legislation, contributions towards the labour welfare fund, insurance payment including payment under the Employee State Insurance Act, 1948 or as required under any statute amending or replacing the aforementioned statutes, income and other taxes with respect to all its employees, (ii) the Supplier shall comply with all applicable employment and workplace laws and regulations including laws and regulations pertaining to data privacy and personal data and anti-sexual harassment (iii) the Supplier shall also comply with the Supply Code of Conduct as annexed to this PO.

SCPL does not represent, promise or warrant to the Supplier that the Supplier Employee will possess uninterrupted access to any site and the Supplier waives all rights and claims arising from the inability to access the site

Term and Termination of the Purchase Order:

- SCPL may terminate this PO at any time (without cause, reason and penalty), and shall be reimbursed on termination for any pre-paid payments for the Products/services not yet rendered, and any fees paid in respect of any unused portion of the deliverables
- SCPL may terminate the PO with immediate effect if
 - The Supplier becomes bankrupt or has a receiving order made against it or presents a petition in bankruptcy or makes an arrangement with or assignment in favour of its creditors or agrees to carry out this PO under a committee of inspection of creditors or goes into liquidation,
 - A proceeding for reorganization under any law is filed or instituted by or against the Supplier
 - Any assignment for the benefit of creditors is made by the Supplier, or
 - Any proceeding is filed or instituted for the appointment of a receiver of a Supplier, then SCPL may immediately terminate this Purchase Order without notice and any payment due for the Products/services provided up to such termination date shall be waived by the Supplier
- If SCPL deems the performance of the Supplier unsatisfactory by the failure of the Supplier to fully and satisfactorily provide Products/services which meets the requirement specified in this PO or comply with and otherwise satisfy any of the terms, covenants, conditions of this PO, then in such event, SCPL may immediately terminate this PO by notice to the Supplier and shall be immediately reimbursed of any pre-paid payment for the Products/services not yet rendered.

Any claim by the Supplier for the payment of the fee or for any reimbursable expenses not made within ninety (90) days after the expiration or earlier termination of the term shall be deemed to have been waived by the Supplier

Indemnity and Limitation of Liability: To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless SCPL, and SCPL's subsidiaries and affiliates, directors, officers, employees, agents, consultants, representatives or servants, and their respective successors and assigns, and each of the subsidiaries and affiliates, directors, officers, employees, agents, consultants, representative's or servants of any foregoing (collectively, "Indemnitees") from and against all claims or causes of action, damages, losses and expenses of any kind, including but not limited to legal cost and expenses (collectively "Losses"), in connection with, arising out of or resulting from (i) bodily injury or death of any person or damage to real and/or tangible personal property, personal injury, caused by the misconduct, breach of this PO or negligence of Supplier or any other person acting for or on behalf of Supplier, (ii) any breach of applicable law, obligation, warranty, representation, covenant or any other provision

of this PO by the Supplier; (iii) the negligence or willful misconduct or wrongdoing of Supplier or any person for whose actions or omissions Supplier is legally liable; (iv) any claim that the provision of the Products/services or the use and/or possession by SCPL infringes any third party's intellectual property rights, including, without limitation, misappropriation of trademarks, service marks, patents, copyright, trade secrets or other similar proprietary rights (v) Supplier shall be responsible for its employees and persons engaged by it and shall indemnify and keep SCPL Indemnitees indemnified from and against all claims, demands, actions, proceedings and other liabilities of whatsoever nature made or brought against SCPL Indemnitees in this regard.

The Supplier exculpates, releases, discharges and relieves the Indemnitees from all liability in connection with any and all loss of life, personal injury, damage to or loss of property occurring to the Supplier, and its agents, servants and employees or any other matter in connection with the provision of Products/services and/or deliverables, provided that any such losses, injuries, or damages are not caused by SCPL. SCPL shall not be liable to the Supplier for any lost revenue, lost profit, direct or indirect consequential loss, or special or punitive damages. If the Supplier is liable to pay liquidated damages as specified in the PO, the Supplier shall promptly pay such liquidated damages to SCPL, which the Supplier acknowledges are a reasonable and a genuine pre-estimate of the loss likely to be suffered by the SCPL or represent a reduction in the fees to reflect the provision by the Supplier of a lower level of the Products/services and/or deliverable than is required under this PO.

SCPL and its affiliates' aggregate liability to Supplier in connection with this PO, however caused, will not exceed the undisputed amount payable by SCPL for the Products/services provided by Supplier under this PO. Nothing contained in the PO, shall be deemed or construed to exclude or limit the liability of Supplier in relation to: (a) any claim recoverable under indemnity obligation (b) liability for gross negligence or willful misconduct; (c) fraud or fraudulent misrepresentation; (d) breach of confidentiality (e) any liability which cannot be excluded by law.

Confidentiality: Supplier shall not, and shall ensure that its employees, personnel and subcontractors do not, use, copy, disclose or otherwise communicate, any information gained by them in the course of their duties related to this purchase order (and not generally to the public) except as is necessary in the proper discharge of those duties. This obligation shall survive any termination or expiry of this purchase order. The Supplier shall not disclose the terms or existence of this PO. Supplier's obligations under this clause shall remain in effect for the duration of this PO and following the termination or expiry of this PO for whatever reason in accordance with this clause.

Environment, Health and Safety (EHS): SCPL is adhering all international compliance with ISO 14001 & 45001. Accordingly, any Supplier dealing with SCPL is required to comply with the rules and regulations as prescribed as under applicable law.

Deliverables and Acceptance - The Supplier agrees that (i) If it does not comply with SCPL's acceptance and/or performance criteria, SCPL may either approve or revise the schedule or terminate the relevant order without any liability. Within a reasonable period of time of delivery of Products/services, SCPL will inspect and test the deliverable to determine if they meet all applicable requirement, meet all facilities and functionalities and meet the performance criteria set out in the specifications, are in the agreed condition, and suitable for their intended use and purpose as contemplated in this PO (ii) If, in the reasonable opinion of SCPL, the deliverable are unsatisfactory or are not as contemplated by this PO, SCPL may elect at its sole and absolute discretion reject the whole or any part of the Products/services delivered. SCPL shall be under no obligation or liability to make any further payment with respect of the Products/services which have been rejected and the Supplier shall refund to SCPL all sums which have been paid by SCPL under this PO if the whole of the Products/services are rejected or all sums which relate to the part of the deliverable if part is rejected.

Supplier Code of Conduct: The Seller represents and warrants that it complies and shall comply in full at all times with SCPL's Code of Conduct. The Supplier Code of Conduct is available at <https://www.sdgroup.in/corporate.html> and incorporated by reference in its entirety into the order. The Seller acknowledges that it has read and understood the Supplier Code of Conduct. The Seller acknowledges that SCPL may request the Seller to participate in questionnaires or routine audits to demonstrate the Seller's compliance with its obligations under this clause, the Seller agrees to provide its support, cooperation and answer truthfully to any questions raised in connection thereto. Failure to do so is deemed as Breach.

Intellectual Property Rights - Supplier undertakes that none of the Products/services will infringe any patent, trademark, registered design, copyright or other right in the nature of industrial or intellectual property ("IPR") of any third party and the Supplier shall indemnify SCPL against all loss resulting from or in connection with any such infringement or alleged infringement. All rights (including any ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, design or other material furnished to or made available to the Supplier by SCPL in connection with this Purchase Order shall remain vested solely with SCPL.

Any IPR arising out of or in relation to the Supplier's performance of its obligation in respect of this Purchase Order (including any IPR in relation to any goods and Products/services) shall, upon its creation, vest in SCPL and the Supplier shall do all such further acts and execute all such documents as may from time to time be necessary to give full effect to this condition.

Notices and Invoices - Any notice to be given to the Supplier or SCPL must be in writing and must be served to the address and contact details stated in the Purchase Order. Any notice sent by email will not be deemed to have been received until the recipient has received the hard copy of the notice by post or by hand.

General Terms:

- This PO (including the performance of the Products/services and/or provision of goods) shall not be encumbered, transferred, assigned or subcontracted by the Supplier without the prior written consent of SCPL. The Supplier will be solely responsible for all acts and omissions of its subcontractors who have been engaged by Supplier for providing the deliverables under this PO.
- The Supplier shall furnish and maintain a log, which shall be made available to SCPL at any time, and from time to time, upon request. The log shall set forth in detail all deliverables, repairs and/or changes performed at each Site, or part, together with information, as required by SCPL. The Supplier shall preserve all such records for a period of five years after the expiration of this PO, or for such other period as may be mandated under any applicable law or regulation, whichever is longer, for the purpose of auditing and verifying the Fee and any reimbursable costs and expenses charged to SCPL. If any such audit discloses an overpayment to the Supplier of any portion of the Fee or any other money paid by the SCPL, such overpayment shall be reimbursed by the Supplier to the SCPL within seven (7) working days following the date of the determination of such overpayment, with interest as prescribed under applicable law.
- The Supplier shall not, without SCPL's prior written approval, which SCPL may withhold in its sole and absolute discretion, use the trademark (registered or unregistered), trade names, corporate names, brand, logo, design, look and feel, name, marks or other Proprietary rights, refer to, or identify "SCPL" or any SCPL's entity or affiliate in publicity releases, promotional or marketing materials, literature, communications, publications, announcements, interviews, public announcements, customer listing, testimonial, advertising or other work.
- No addition, deletion or other modification to the provisions of any other part of this Purchase Order will be binding on SCPL unless accepted in writing by SCPL
- SCPL reserve the right to cancel, or defer this Purchase Order or any part thereof if, these occurs during business interruption due to fire, flood, riot, "force majeure" or from any other cause or causes beyond our control or from any changes in govt. rules/statutes
- This PO will be governed by, and interpreted and construed in accordance with the laws of India. The courts of Hyderabad will have exclusive jurisdiction to adjudicate any claim or action brought by one of the parties hereto in connection with this PO and the parties hereto irrevocably consent to the exclusive jurisdiction of such courts.

SUPPLIER CODE OF CONDUCT (SCC)

1 Compliance with this Supplier Code of Conduct (SCC) of SCPL.

These terms are broadly based on the SCPL's general code of conduct as amended from time to time and as such are subject to periodic updates.

The Supplier shall at all times ensure that it complies with the obligations set out in this SCC. The Supplier shall, upon the request of SCPL, provide evidence of its compliance with the obligations set out in this SCC. The Supplier shall use all efforts to ensure that all members of its Group of companies and all of its sub-Vendors involved in the supply of products and/or Products/services to the SCPL's group of companies comply with the requirements set out in this SCC.

2 Compliance with Laws

The Supplier shall comply with all applicable laws, rules regulations and orders, and the amendments therein, including without limitations those relating to the areas listed below.

3 Anti-Corruption

The Supplier shall not, in the conduct of its business, engage in fraudulent activities or extortion. The Supplier shall not offer, pay, request or accept a bribe.

4 Human Rights

The Supplier shall support and respect the protection of internationally proclaimed human rights.

5 Ethics

5.1 Business Integrity and Fair Competition

All corruption, extortion and embezzlement are prohibited. The Supplier shall not pay or accept bribes or participate in other illegal inducements in business or government relationships. Supplier shall conduct its business consistent with fair and vigorous competition and in compliance with all applicable anti-trust laws. The Supplier shall employ fair business practices including accurate and truthful advertising.

5.2 Identification of Concerns

All workers should be encouraged to report concerns or illegal activities in the workplace without threat of reprisal, intimidation or harassment. The Supplier shall investigate and take corrective action if needed.

5.3 Animal Welfare

Animals shall be treated humanely with pain and stress minimized. Animal testing should be performed after consideration to replace animals, to reduce the numbers of animals used, or to refine procedures to minimize distress. Alternatives should be used wherever these are scientifically valid and acceptable to regulators.

5.4 Privacy

The Supplier shall safeguard and make only proper use of confidential information to ensure that company, worker, and patient privacy rights are protected.

6 Employment Practices

6.1 **Anti-Discrimination:** The Supplier shall not discriminate, either positively (unless required by applicable law) or negatively, on the basis of race, age, caste, region, religion, sex, marital status or sexual orientation in its workplace.

6.2 **Safe and Healthy Working Conditions:** The Supplier shall provide its employees with safe and healthy working conditions. The Supplier shall conduct regular reviews of health and safety conditions in its facilities and take relevant corrective actions where necessary.

6.3 **Child Labour:** The Supplier shall not employ children under the legal working age and shall not support child labour in any form. At no time shall the Supplier engage any child in any occupation or employment which would prejudice his/her health or education, or interfere with his/her physical, mental or moral development.

6.4 Fair Treatment

The Supplier shall provide a workplace free of harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers and no threat of any such treatment.

7 Fair Employment Terms

7.1 Working Hours and Wages:

The Supplier shall comply with applicable laws, regulations and industry standards on working hours, including overtime. The Supplier's employees shall be provided with wages that at least meet minimum standards and are sufficient to meet basic human needs in the applicable community.

7.2 Forced Labour

The Supplier shall not use any prison or forced labour of any kind. Forced or compulsory labour shall mean all work or service which is demanded from any person under the threat of any penalty and for which the said person has not offered himself or herself voluntarily.

7.3 Freedom of Association

The Supplier shall endorse the freedom of association and the right to collective bargaining for its employees.

8 Health and Safety

8.1 Worker Protection

The Supplier shall protect workers from over exposure to chemical, biological, physical hazards and physically demanding tasks in the work place and in any company provided living quarters.

8.2 Process Safety

The Supplier shall have programs in place to prevent or mitigate catastrophic releases of chemicals.

8.3 Emergency Preparedness and Response

The Supplier shall identify and assess emergency situations in the workplace and any company provided living quarters, and to minimize their impact by implementing emergency plans and response procedures.

8.4 Hazard Information

Safety information relating to hazardous materials - including pharmaceutical compounds and pharmaceutical intermediate materials - shall be available to educate, train, and protect workers from hazards.

9 Environmental Requirements

The Supplier must operate with care for the environment, run its business in an environmentally sound manner, and demonstrate a precautionary approach to environmental impact reduction. The Supplier shall maintain an environment management system and demonstrate a high level of environmental protection in sourcing, manufacturing, and transportation activities. The environmental elements include:

9.1 Environmental Authorizations

The Supplier shall comply with all applicable environmental regulations. All required environmental permits, licenses, information registrations and restrictions shall be obtained and their operational and reporting requirements followed.

9.2 Waste and Emissions

The Supplier shall have systems in place to ensure the safe handling, movement, storage, recycling, reuse, or management of waste, air emissions and wastewater discharges. Any waste, wastewater or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to release into the environment.

9.3 Spills and Releases

The Supplier shall have systems in place to prevent and mitigate accidental spills and releases to the environment.

10 Management Systems

10.1 Commitment and Accountability

The Supplier shall demonstrate commitment to the concepts described in this document by allocating appropriate resources.

10.2 Legal and Customer Requirements

The Supplier shall identify and comply with applicable laws, regulations, standards and relevant customer requirements.

10.3 Risk Management

The Supplier shall have mechanisms to determine and manage risks in all areas addressed by this document.

10.4 Documentation

The Supplier shall maintain documentation necessary to demonstrate conformance with these expectations and compliance with applicable regulations.

10.5 Training and Competency

The Supplier shall have a training program that achieves an appropriate level of knowledge, skills and abilities in management and workers to address these expectations.

10.6 Continual Improvement

The Supplier is expected to continually improve by setting performance objectives, executing implementation plans and taking necessary corrective actions for deficiencies identified by internal or external assessments, inspections, and management reviews.

11 Assurance, Audit and Termination

SCPL reserves the right to verify the Supplier's and all members of its Group's of companies' compliance with this SCC through one or a combination of several assurance processes. Such assurance processes can include a requirement for the Supplier to report relevant data into a third party data-exchange system and/or pre-announced inspections by SCPL or third party auditors. Reporting and/or inspections shall be requested and performed in such a manner as to avoid unrestricted disclosure of SCPL's confidential information and without disrupting Supplier's work unduly.

If SCPL becomes aware of any actions or conditions not in compliance with this SCC, SCPL can demand that corrective measures be taken. SCPL reserves the right to terminate any purchase or other agreement with the supplier if it or any member of its Group does not comply with the SCC, without incurring any liability towards the Supplier or its Group.

12 Additional Obligations

The obligations under this SCC are in addition to the SCPL's other obligations pursuant to any purchase or other agreement in place between SCPL, including any changes in the SCPL's Code of Conduct and/or any member of its group and between the Supplier and/or any member of its group.