

Tax Invoice

Ship To. 6221689	Bill To. 6219104	Sold To. 6219104	Name of Transport:	Consignee Details:	GST Invoice No. KA1831013111 Invoice Date 27.03.2019 SAP Reference No. 6290161439
DR REDDY'S LABORATORIES LTD Baddi (Fto-6), Village - Khol, P.O. Baddi Tq- Nalagarh, Distt. Solan 173205 Baddi	DR REDDY'S LABORATORIES LTD Hyderabad 8-2-337, Road No 3, Banjara Hills, 500034 Hyderabad	DR REDDY'S LABORATORIES LTD Hyderabad 8-2-337, Road No 3, Banjara Hills, 500034 Hyderabad	LR/CN No. Date. EWay Bill:	Drug Licence No. Poison Licence No. Whole Sale Licence No. PAN No. AAACD7999Q	
GST No. 02AAACD7999Q1ZW	GST No. 36AAACD7999Q1ZL	GST No. 36AAACD7999Q1ZL			
Plant Address & Code: 62A1 Merck Life Science Private Limited Peenya Industrial Area, 50A, 2nd Phase Ring Road, 560058 BANGALORE INDIA GST No. 29AACCM1226B1Z0 LUT:		Drug Licence No. Poison Licence No. WholeSale Licence No. Place of Supply: 36 - Telangana		Customer Order No. 4400144470	Date: 31.12.2018
Delivery Order No.					
Remarks:					

Material Code	Material Desc.ription	HSN/SAC	Qty	UOM	Unit Price (INR)	Batch/ Serial No.	Amount (INR)	Disc. %	Freight	Taxable Amount (INR)	GST %	IGST (INR)	SGST (INR)	CGST (INR)	Total Amount (INR)
ITF0URCBC	IT4 CALL BASIS SERVICE CHARGE Maintenance & Repair Service - Service Code-440245	998719	2	EA	35,000.00		70,000.00	0	0.00	70,000.00	18	12600.00	0.00	0.00	82,600.00
							70,000.00		0.00	70,000.00		12,600.00	0.00	0.00	82,600.00

Payment Terms: 60 Days Payment Due Date: 26.05.2019 Kindly make the payment in favour of Merck Life Science Private Limited against the invoice on or before the due date mentioned herein above, failing which the Company reserves the right to charge overdue interest @ 18 % p.a.	Grand Total Invoice Amount (INR): 82600.00 Amount in Words (INR): EIGHTY TWO THOUSAND SIX HUNDRED ONLY	For Merck Life Science Pvt. Ltd. Authorized Signatory
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Bank Details: RTGS NO. : DEUT0797BGL, Bank Name : DEUTSCHE BANK , Account No. :9917 6219104	Registered office address : Merck Life Science Private Limited, Godrej One, 8th floor, Pirojshah Nagar, Eastern Express Highway, Vikhroli (East) Mumbai - 400 079. CIN No. : U33100MH1986PTC221693. PAN : AACCM1226B, Tel : +91 22 62109800. Web : www.merckgroup.com, Email : indiacustomer.services@merckgroup.com
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- The Sale is being made subject to the terms and conditions mentioned overleaf

MERCK LIFE SCIENCE PRIVATE LIMITED ("MERCK")- TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE

Merck's offer to sell Product(s) to Buyer is expressly limited to Buyer's acceptance of these terms and conditions. Buyer shall within 7 days of receipt of Product(s) intimate Merck any discrepancy or deficiency in the Product(s) as supplied by Merck. In case of any latent defect in the Product(s) which is not capable of being discovered on visual inspection Buyer shall intimate the same, in writing, within 7 days from the discovery of such defect but in any case shall not be later than 90 days from receipt of the Product(s). Additionally any of the following constitutes Buyer's unqualified acceptance of these terms and conditions: (i) written acknowledgement of these terms and conditions, including any electronic acknowledgement of these terms and conditions; (ii) issuance or assignment of a purchase order for the Product(s), (iii) acceptance of any shipment or delivery of Merck Product(s), (iv) payment for any of the Product(s); or (v) any other act or expression of acceptance by Buyer. THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL SUPERSEDE ANY CONFLICTING TERMS CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER.

2. PRICES, TAXES AND PAYMENT

Merck reserves the right to change the prices and specifications of its Products at any time without notice, unless otherwise explicitly specified in a written customer Product quote. Any tax, duty, custom or other fee of any nature applicable on the date of dispatch and imposed upon this transaction by any central, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Merck is required to prepay any such tax, Buyer will reimburse Merck. If concessions /exemptions in the duties and / or taxes are claimed by Buyer, the evidence thereof from the proper authority should be furnished along with the purchase order. Time for payment is of the essence of the contract. Payments shall be made by such means and within such due date as may be indicated in the invoice. Bank charges, if any will be to the Buyer's account. Merck reserves the right to charge interest at rate of 18% p.a. to invoices outstanding beyond the due date of payment. In addition, Merck reserves the right to require C.O.D. payment terms from any Buyer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record. Merck may also refuse to sell to any person and block CRM website/software access until overdue accounts are paid in full. Buyer is responsible for all collection costs on past due accounts. If the Products are ready for delivery at the point of distribution by Merck and are not lifted by Buyer within the time allowed, inventory carrying cost will be charged at 2.5% per month or part thereof to Buyer. Any demurrage incurred on account of Buyer's delay in claiming the Products from the carriers shall be borne by Buyer and paid prior to obtaining delivery of the Products. Once a purchase order is placed and has been accepted by Merck through an "order acceptance/acknowledgement," the same cannot be cancelled except with prior written consent of Merck. In such an event, Buyer shall indemnify Merck against any loss and damages incurred by Merck and shall pay Merck 10% cancellation and restocking charges.

3. DELIVERY AND SHIPMENT

Merck will make every effort to ship the Products or provide the services hereunder in accordance with the requested delivery date in the purchase order. Merck accepts no liability for any losses or for damages arising out of delays in delivery. Shipment of all Products shall be Ex-Works point of distribution by Merck; identification of the Products shall occur when they leave Merck's point of distribution, at which time title and risk of loss shall pass to Buyer. All shipment costs including freight and insurance shall be paid by Buyer and if prepaid by Merck, the amount thereof shall be reimbursed to Merck. Buyer shall be responsible for obtaining applicable consents and permits from the jurisdictional authorities for the import or shipment of any Product into the country/area of import. Products shipped with dry ice are subject to a handling charge, which is prepaid by Merck and added to the invoice. Product containing radioactive materials shall only be shipped to Buyer's with pre-approved radiation safety permits. Such Product shall only be addressed and shipped to Buyer's radiation safety office.

At its election, Merck may reserve a volume of certain research reagent Products for evaluation on behalf of Buyer, for up to 90 days. The reserved volume is subject to reallocation or release at Merck's discretion. Buyer is responsible for evaluation of reserved Product and determination of specific volumes and delivery schedules to be requested. Within 90 days, Buyer must provide Merck with a Purchase Order detailing the Product, lot, volume, and delivery schedule for reserved Product. All excess Product(s) will be released at Merck's discretion. Should Buyer be unable to determine a firm delivery schedule for a reserved Product within 90 days, a separate written Supply Agreement detailing Product, lot, volume, price, storage fees and a final date when the balance of all Products will be delivered must be agreed upon between Merck and Buyer before any Product will be delivered. The final shipment date may not exceed 365 days after execution of the Supply Agreement. The Supply Agreement is subject to all terms and conditions set forth herein.

Merck shall have the right at any time without prejudice to its other rights, for valid reasons, to withhold dispatch of Products, in whole or in part, to recall Products in transit, to retake and reprocess all Products which may be stored with Merck on Buyer's account and Buyer consents that all Products so recalled, retaken or repossessed shall become the absolute property of Merck.

4. CUSTOM MADE-TO-ORDER PRODUCTS

Merck may define certain Products as Custom Made-To-Order ("CMO"). Buyer must provide Merck with Product specifications prior to the start of manufacturing a CMO Product. Merck and Buyer shall agree to the pricing and Production and testing techniques prior to the start of manufacturing a CMO Product. Buyer must provide a Purchase Order detailing Product and delivery schedule for the CMO Product. Buyer shall purchase the entire lot of the CMO Products without regard to volume. Purchase Orders for CMO Product(s) are not cancellable.

5. INSPECTION

Buyer shall be responsible for inspecting all Products shipped hereunder for shortages, non-conformity with specification, error or deficiency or for damages in transit or delivery or for other causes, prior to acceptance; provided, that if Buyer shall not have given Merck written notice of rejection fully specifying and documenting the reasons thereof within seven(7) days following shipment to Buyer, the Products shall be deemed to have been accepted by Buyer and all claims shall be deemed to have been waived and released by Buyer.

6. MERCK'S STANDARD WARRANTY

Merck warrants that its Products will meet their applicable published specifications when used in accordance with their applicable instructions or in the case of research Products, will conform to the Product description that accompanies each Product, for a period of one year from date/month of manufacture of the Product(s). MERCK MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The warranty provided herein and the data, specifications and descriptions of Merck Products appearing in Merck's published catalogues and Product literature may not be altered except by express written agreement signed by an officer of Merck. Representations, oral or written, which are inconsistent with this warranty or such publications are not authorized and if given, should not be relied upon and Merck accepts no responsibility for the same. The warranty shall not apply to repair of damage caused by disregarding the applicable instructions/user manual, any modifications, assembly of accessories, disassembly, or, in general, any use not provided by the applicable instructions/user manual or any intended use statement or fraud or gross negligence.

ii. In the event of a breach of the foregoing warranty, Merck's sole obligation shall be to repair or replace, at its option, the applicable Product or part thereof, provided the customer notifies Merck promptly within specified period mentioned in clause 1 above.

iii. If in case any defect or deficiency is reported in the Product(s) within specified period and after exercising reasonable efforts by Merck to repair the Products, Merck may, at its option replace the Product or provide a pro-rata refund to the Buyer for the monies paid for such Product. MERCK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES SUSTAINED BY ANY CUSTOMER FROM THE USE OF ITS PRODUCTS.

7. AUTHORISED USE

The purchase of Merck Products conveys to Buyer a non-transferable right to use the purchased Product(s) in compliance with the intended use statement listed on the Product or the Product information that accompanies each Product.

Product also may be accompanied by limited use information or limited use label licenses. Unless otherwise expressly stated in Product data or Product documentation sheets, Merck Products have not been tested for safety or efficacy. As stated in the documentation accompanying the Product(s), certain Products are intended for research use only and are not to be used for any other purpose, which includes but is not limited to, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses or any type of consumption or application to humans or animals. Products specifically labelled for In Vitro Diagnostic ("IVD") use are approved for diagnostic procedures only when used in accordance with the accompanying Product insert instructions by appropriately trained personnel. Products labelled as Analyte Specific Reagent ("ASR"), according to current United States Food and Drug Administration regulations, are Products for which the analytical and performance characteristics have not been established and can only be used by high complexity labs, including those regulated by Clinical Laboratory Improvement Amendments, public health labs, VA hospitals, and other diagnostic manufacturers.

Merck accepts no responsibility for any unauthorized use of the Products. Buyer shall be completely responsible for obtaining all or any necessary intellectual property permission, compliance with any and all applicable regulatory requirements, and conducting all necessary testing and use of the Product(s).

8. RETURNED GOODS

Pursuant to clause 6 (iii) of these Terms & Conditions Buyer shall return the goods along with Merck's approved Product Return Authorization form. Title to the returned Products shall pass to Merck upon delivery of the Products to Merck's facilities. The Products shall be returned in their original containers with the original Merck label affixed and unaltered in form and content. Where applicable, Buyer agrees to provide Merck with interim Product temperature and other appropriate storage documentation and to package Products with proper refrigerant to maintain required temperatures during transit. All Product returns are subject to a restocking charge. In addition, Buyer shall bear the costs of any authorized return. No returns will be authorized after 120 days following shipment to Buyer.

9. TECHNICAL ADVICE

Merck may, at Buyer's request, furnish technical assistance, advice and information with respect to the Products, if and to the extent that such advice, assistance or information is conveniently available. It is expressly agreed that there is no obligation to provide such information and such information is provided without charge at Buyer's risk and is provided subject to the disclaimers and limitations of liability contained herein.

10. AGENTS, ETC.

No agent, employee or other representative has the right to modify or expand Merck's standard warranty applicable to the Products or to make any representations as to the Products other than those set forth in Merck's Product literature and any such affirmation, representation or warranty, if made, should not be relied upon by Buyer and shall not form a part of this contract.

11. NO ASSIGNMENT

Orders are not assignable or transferable, in whole or in part, without the express written consent of Merck.

12. TYPOGRAPHICAL ERRORS

Stenographical, clerical or computer errors on the face of any Merck invoice shall be subject to correction by Merck.

13. THIRD PARTIES

Nothing in this document is intended to create any rights in third parties against Merck.

14. COMPLIANCE WITH LABOUR REGULATIONS

Merck represents that the Products or services provided hereunder were produced and/or performed in compliance with the requirements of all applicable labour regulations.

15. EQUAL EMPLOYMENT OPPORTUNITY

Merck is an Equal Opportunity Employer. It does not discriminate in any phase of the employment process against any person because of race, color, creed, religion, national origin, sex, sexual orientation, age, veteran or handicapped status.

16. MODIFICATION, WAIVER OF BREACH

This contract may be modified by mutual consent of both parties hereto, recorded in writing and any breach hereunder may be waived only by a written document signed by the party against whom enforcement thereof is sought. The waiver by either party at any time to require performance by the other of any provision of these Terms and Conditions shall not operate as a waiver of such provision at any other time.

17. GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws (excluding the conflict of laws principles) of India, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Each party submits to the exclusive jurisdiction of courts at Mumbai and waives any right to claim that those courts are an inconvenient forum.

18. MANAGEMENT OF WASTE

Buyer hereby agrees to bear any costs and conduct any required operations associated with the environmentally sound management of waste resulting from the Products in accordance with all provisions, including any specific conditions, laid down by applicable legislation, including legislation relating to electrical and electronic waste. Should Buyer be a distributor or the end user, for any disposal of used Product support, please contact a local Merck representative.

19. COMPLIANCE WITH FOREIGN CORRUPT PRACTICES ACT

Buyer acknowledges that Merck is a subsidiary of EMD Millipore Corporation, a United States corporation, and, as such, is subject to the provisions of the Foreign Corrupt Practices Act of 1977 of the United States of America, 91 Statutes at Large, Sections 1495 et seq., which prohibits the making of corrupt payments (the "FCPA"). Under the FCPA, it is unlawful to pay or to offer to pay anything of value to foreign government officials, or employees, or political parties or candidates, or to persons or entities who will offer or give such payments to any of the foregoing in order to obtain or retain business or to secure an improper commercial advantage. Buyer further acknowledges that it is familiar with the provisions of the FCPA and hereby agrees that it shall take or permit no action which will either constitute a violation under, or cause Merck to be in violation of, the provisions of the FCPA and any other similar applicable legislation in other countries.

20. COMPLIANCE WITH EXPORT RESTRICTIONS

Buyer acknowledges that the merchandise covered by this contract is subject to the export control laws of the country from which shipment is made, as well as possibly those of the United States. Buyer further acknowledges that, depending on the Product, its country of destination, its end use, and the identity of the parties to the transaction, such laws may require Buyer either for the further transfer of the Product being exported to it by Merck, or for the transfer of any item into which Buyer may incorporate such Product, to seek and obtain export licenses/authorizations issued pursuant to those laws. While, where Buyer re-exports the merchandise in question, it is the legally responsible party for determining its correct export classification, and for obtaining any necessary export licenses/authorizations, as a courtesy, to aid Buyer in ascertaining the export classification and the potential applicability of U.S. export control laws. On its invoice, Merck shall provide Buyer (i) with what it believes is the correct classification, under the Harmonised System Tariff Classification, of the Product being shipped and (ii) a statement as to the country of origin of the Product.

21. SEVERABILITY

If any provision of these terms and conditions is held illegal, invalid, inapplicable or unenforceable, such provision shall be deemed severed from these terms and conditions, the remainder of which shall remain in full force and effect.

22. ENTIRE AGREEMENT

These Terms and Conditions of Sale shall constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the sale of Merck Products and supersedes all prior and contemporaneous understandings or agreements of the parties.

Terms of Instrument Services:

a. All complaints must be registered on Toll Free No. 1800 102 7890 (Mon-Fri) or service.support@merckgroup.com

b. Warranty: Instrument Hardware warranty is 12months from installation or 15 Months from Invoicing whichever is earlier. Warranty terms void if third party duplicate components / consumables are used on the system. Consumables MUST be changed as per manufacturer's recommendation.

c. Non-contract / Out of warranty customers: Hardware complaints will be attended subject to written acceptance of spot visit charges or release of Purchase order.