

NO: 17331133325

Page: 1 of 1

Issue Date: 2019/05/01
(YYYY/MM/DD)

PRINTER()

Beckman Coulter India Private Limited
Hisaria Warehouse
Madhavaram,Vadeperambakkam
Red Hills High Road
Chennai Tamil Nadu 600 060
India

TAX INVOICE

Bill To: DR REDDY S LABORATORIES LTD
BANJARA HILLS
8- 2- 337 RD NO 3
HYDERABAD TELANGANA 500034
India
Attn: N K Bharath- 7702001847Customer Code: 57174/4179689/478745
Our Reference: 59793046
BCI Contact: Amol Anant Pawar
Telephone: +91 22 3080 5000
Your Reference: 5800438727PO Date: 2019/04/29
(YYYY/MM/DD)

Delivery Address:

DR REDDY S LABORATORIES LTD
BIOTECHNOLOGY DIVISION
QUTUBULLAPUR MANDEL,RANGA REDDY DIST
SURVEY NO 47, BACHUPALLY
HYDERABAD TELANGANA 500090
India
State Code: (36)
Attn: N K Bharath- 7702001847

Customer Registration Numbers:

GSTIN: 36AAACD7999Q1ZL
Drug
License:
PAN: 28020182004
TIN:
LBT:

Payment Terms: Net Due in 7 Days

Due Date: 2019/05/08 (YYYY/MM/DD)

Remit To: Payment by Cheque / DD favouring BCIPL, Payable at Mumbai
PHOENIX MARKET CITY, LBS ROAD
UNIT NOS.TF- B- 07(A) TO15
THIRD FLOOR, B WING, ART GUILD HOUSE
Mumbai MAHARASHTRA 400070
India

BCIPL Registration Numbers:

PAN:AACCB7266L GSTIN: 33AACCB7266L1ZH
Drug Licence: 1424/Z IV/20B 1424/Z IV/21B

Sino	Description	Part Number	Ordered	Shipped	Unit Price	Amount	
					Discount %		
1	VI- CELL QUAD PAK HSN 3822 Lot Number: 3199460K Date: 2020- 01- 17 Qty: 7	383198	7	7	69,205.00 20.00%	387,548.00	
TAX Summary:							
	IGST 387,548.00 @ 12.00 =	46,505.76					
Net Amount		Freight & Admin Costs	Insurance	Packing Amount	Subtotal		
387,548.00		0.00		0.00	387,548.00		

Errors and Omissions Excepted. For terms and Condition read Overleaf

Beckman Coulter India Private Limited
Phoenix Market City, LBS Road
Unit Nos.TF- B- 07(A) to15,
Third Floor, B Wing, Art Guild House
Mumbai 400070
India
Phone: 30267000
Fax: 30805000

For Beckman Coulter India Pvt. Ltd.,

  

Authorized signatory

IN- SA

PRINTER()

ORIGINAL

BECKMAN COULTER INDIA PRIVATE LIMITED

Standard Terms and Conditions of Supply of Goods and Services

These standard terms and conditions of supply, as amended from time to time ("**Conditions**"), set out the basis upon which Beckman Coulter India Private Limited, a company incorporated under the Companies Act, 1956, and having its registered office at Solitaire Corporate Park, Bldg.11, 3rd Floor, Andheri Ghatkopar Link Road, Chakala, Andheri East, Mumbai 400 093 ("**BCIPL**"), agrees to supply to you ("**Customer**"), with goods and/or services.

1. Interpretation

1.1 In these Conditions, the following definitions apply: Business Day means a day when banks in Mumbai are open for business. Contract means the contract between BCIPL and Customer for the sale and purchase of Goods and/or supply of Services. Goods means the products specified in the Order Acknowledgment. Order means the Customer's order for Goods which shall be placed in accordance with clause 3. Order Acknowledgment means BCIPL's confirmation that it accepts the Order. Services means the services, if any, specified in the Order Acknowledgment.

1.2 In interpreting these Conditions, the following rules apply:

- A person includes a natural person, body corporate or unincorporated body whether or not having separate legal personality.
- A reference to a party includes its personal representatives, successors and permitted assigns.
- A reference to a directive, statute or statutory provision is a reference to such directive, statute or provision as amended or re-enacted, including any subordinate legislation made under that directive, statute or statutory provision, as amended or re-enacted.
- Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- "Writing" or "written" includes faxes and emails.

2. Basis of Contract

2.1 The Order Acknowledgment and the Conditions shall together constitute the Contract, to the exclusion of all other terms and conditions, including any terms that Customer seeks to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of BCIPL which is not set out in the Contract.

2.2 Each Contract shall be deemed to be a separate agreement to purchase Goods and/or Services subject to these Conditions.

3. Orders

3.1 An Order or acceptance of a quotation or tender for Goods and/or Services shall be deemed to be an offer by Customer to buy Goods and/or Services subject to these Conditions. A Contract shall only be created when (i) BCIPL sends Customer an Order Acknowledgment, or (ii) (if earlier) Goods are despatched or Services performed.

3.2 No Order which has been accepted by BCIPL may be cancelled without BCIPL's prior written consent.

4. Price and Payment

4.1 The price of the Goods and/or Services shall be the price set out in the Order Acknowledgment, or if no price is quoted, the price communicated by BCIPL to Customer.

4.2 All prices payable under the Contract are exclusive of value added tax, sales tax and any similar taxes or duties, costs of carriage and packing, and costs of installation.

4.3 Unless otherwise agreed in signed writing by BCIPL, Customer shall pay for the Goods and/or Services in full and in cleared funds before shipment of Goods or performance of Services.

4.4 Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law. Customer shall not be entitled to assert any credit, set-off or counterclaim against BCIPL in order to justify withholding payment of any amount. BCIPL reserves the right to apply any sums received from Customer to discharge any part of Customer's accumulated liability and to recover interest from Customer on overdue invoices in accordance with and to the fullest extent permitted by law.

5. Delivery and Title

5.1 Any dates quoted for delivery are estimates only. Time for delivery shall not be of the essence of the Contract.

5.2 All Goods will be delivered FCA BCIPL's warehouse in Chennai unless otherwise set out in the Order Acknowledgment.

5.3 If BCIPL fails to deliver the Goods, its liability shall be limited as set out in clause 12.2.2. BCIPL shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, by Customer's failure to provide BCIPL with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods, or any failure or delay in delivery to the extent that such failure or delay is caused by Customer's failure to comply with any of its obligations under the Agreements.

5.4 Customer shall provide BCIPL with the complete shipping address and the full name of the person responsible for receiving the Goods, together with that person's contact details, as part of the Order. BCIPL shall confirm the delivery details in the Order Acknowledgment.

5.5 BCIPL reserves the right to deliver Goods by instalments. Each instalment shall be invoiced separately and shall be deemed to constitute a separate Contract subject to these Conditions.

5.6 Title to and risk in the Goods shall pass to Customer on completion of delivery of the Goods in accordance with the applicable Incoterm.

6. Warranty

6.1 BCIPL warrants that all new and remanufactured instruments, systems and accessories (as described in clause 6.6) will perform as set out in the relevant published product specifications and operator manuals in effect at the time of delivery for the lesser of twelve (12) months following delivery to the end user or (if Customer is not the end user) fifteen (15) months following shipment to Customer.

6.2 BCIPL warrants that all reconditioned instruments and systems (as described in clause 6.7) will perform as set out in the relevant published product specifications and operator manuals in effect at the time of delivery for the lesser of three (3) months following delivery to the end user or (if Customer is not the end user) six (6) months following shipment to Customer.

6.3 BCIPL warrants that all consumables (reagents, calibrators and controls) will conform to the quantity and content stated on the label and perform consistent with specifications and product inserts until the expiration date set out on the label or, if no expiration date is set out, twelve (12) months following delivery to Customer.

6.4 BCIPL warrants that supply items will conform to the quantity and content stated on the label at time of delivery. Supply items include but are not limited to needle cartridges and blocks, sample and reagent cups, racks, trays, cuvettes and reservoirs, lamps, electrodes, membranes, printer ribbons and paper, cassettes, labels, tube adapters, reagent pickup tubes, syringes, syringe tips, slides, and, pipettes.

6.5 "Re-manufacturing" is a manufacturing process conducted at the factory where the Product is disassembled to the frame and remanufactured using both new and used approved parts to a "like new" status.

6.6 "Reconditioning" is the process of replacing worn out components, making repairs and installing mandatory changes as part of the re-commercialisation program. Disassembly may be required. Repair of paint defects and touch-up painting may be done during the reconditioning process.

6.7 If a third party manufactured accessory (such as software, printers or personal computers) is supplied under the Contract, BCIPL assigns to Customer any rights that may exist under the warranty provided by the manufacturer, but BCIPL does not warrant the performance of the third party manufactured product or provide any remedy for failure of the third party product to perform.

6.8 The warranty set out in this clause 6 is provided in lieu of all other warranties, express or implied, including any implied warranty of satisfactory quality or of fitness for a particular purpose, are excluded to the fullest extent permissible by applicable law. This warranty will not be altered by the warranty of any other products or systems to which the system or option may be connected or which may be supplied by BCIPL under the Contract or any other agreement.

6.9 BCIPL will not be obligated under this warranty if the need for repairs or replacements directly or indirectly results from the failure by Customer or any third party to whom Customer may re-sell Goods to store the Goods as specified by BCIPL at all times after delivery. Further, BCIPL will not be obligated under this warranty to provide repairs and replacements arising as a result of:

- failure by Customer or any third party to whom Customer may re-sell Goods to abide by the instructions set out in the relevant operator's manual or instructions for use, or
- Repairs by persons other than BCIPL's authorised service personnel; or
- Replacements, other than with genuine Beckman Coulter parts; or
- Negligence or negligent operation of Goods by Customer or any third party to whom Customer may re-sell them; or
- alterations or modifications to Goods made by Customer or any third party, including installation or use of software, reagents or consumables, not provided by BCIPL, or
- The failure of Customer or any third party to whom Customer may re-sell Goods to attend product training.

6.10 Subject to clauses 6.10 and 6.12, if any Goods do not conform with the warranty set out in clauses 6.1-6.5, BCIPL will (at its option) either (i) repair or (ii) replace those Goods.

6.11 Within 90 days of delivery, if Customer believes that BCIPL has provided Goods in breach of one or more of the warranties set out in this clause 6, Customer shall notify BCIPL of the alleged breach and request a Returned Material Authorisation ("RMA").

6.12 At the sole discretion of BCIPL, BCIPL shall issue an RMA and instructions for return of the relevant Goods to BCIPL. Following receipt of the Goods by BCIPL, BCIPL shall, at its sole discretion, determine whether the Goods were supplied in breach of one or more of the warranties set out in this clause 6 and shall decide whether to offer repairs or replacement Goods in accordance with clause 6.12.

6.13 BCIPL shall not be obligated to accept Goods for return, replacement or exchange unless they are accompanied by an RMA and:

- In the case of claims for damaged or short shipments, are reported within 10 (ten) Business Days of the date of delivery of the Goods; and
- In all other cases, are reported within 90 days of delivery.

6.14 BCIPL will not under any circumstances accept expired Goods for return.

7. Confidentiality

7.1 Each party agrees and undertakes to keep confidential and not to use for its own purposes nor without the prior written consent of the other party disclose to any third party all information of a confidential nature (including trade secrets and information of commercial value) which may become known to that party from the other party ("Confidential Information") unless the information is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of the Contract or subsequently comes lawfully into the possession of that party.

7.2 To the extent necessary to implement the provisions of the Contract each party may disclose Confidential Information to those of its employees as may be reasonably necessary or desirable provided that before any such disclosure each party shall make those employees aware of its obligations of confidentiality under the Contract and shall at all times procure compliance by those employees with them.

7.3 The obligations contained in this clause shall remain in force for a period of five years from the date of termination of the Contract.

8. Termination

8.1 If Customer:

- Fails to pay for any Goods or Services by the due date for payment; or
- Fails to pay any other debt due to and payable to BCIPL; or
- Fails to take delivery of any Goods (other than in accordance with Customer's contractual rights); or
- Has any distress or execution levied upon its goods; or
- Offers to make any arrangements with or composition for the benefit of its creditors; or
- Fails to pay its debts when they fall due; or
- Becomes bankrupt or insolvent; or
- Engages in activities which would constitute a breach of anti-corruption laws including but not limited to the Prevention of Corruption Act, the United States Foreign and Corrupt Practices Act and the United Kingdom Bribery Act 2010; or
- Breaches any term of the Contract;

all sums outstanding in respect of any Goods and/or Services sold by BCIPL to Customer shall immediately become due and payable and BCIPL may, in its absolute discretion and without prejudice to any other rights it may have: (i) suspend all deliveries of Goods and performance of Services under any contract between BCIPL and Customer, and/or (ii) terminate any such contract(s) without liability on its part, and/or (iii) enter into Customer's property to repossess any Goods that have not been paid for, and/or (iv) terminate the Contract at any time by written notice to Customer.

8.2 Termination of the Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

9. Limitation of Liability

9.1 Nothing in these Conditions shall limit or exclude BCIPL's liability for:

- Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- Fraud or gross negligence.

9.2 Subject to clause 9.1, BCIPL's total liability and Customer's exclusive remedy in respect of any claim made in connection with the Contract will be limited to direct money damages not to exceed the amount paid by the Customer under the Contract. BCIPL will not be responsible for any damages that Customer may incur from delayed shipment and will have no liability to Customer or to any third party for any loss of profit, nor for any special, indirect, incidental, consequential, exemplary or penal loss or damage of any kind, even if BCIPL had been advised of the possibility of those damages and whether or not those damages are foreseeable. No claim arising out of or in connection with the Contract may be brought by the Customer more than one year after the date the cause of action accrued. This clause 9.2 shall survive the termination or expiry of the Contract.

9.3 Customer shall notify BCIPL immediately and in writing of any potential claim against Customer and/or BCIPL in relation to the Goods.

10. Force Majeure

10.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event is any event beyond a party's reasonable control and which by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, flood, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme weather conditions, or default of BCIPL's suppliers or subcontractors.

11. General

11.1 Customer may not assign, transfer, charge, subcontract or deal in any other manner with any of its rights or obligations under the Contract without the prior written consent of BCIPL.

11.2 All notices to be served under the Contract shall be directed to the address of each party set out in the Contract or any other address notified by the party to be served. All notices shall be in writing, and shall be sent by post, courier, electronic mail, or facsimile transmission. Notices sent by post shall be sent prepaid first class post, and shall be deemed to have been given on the third Business Day after posting. Notices sent by courier shall be deemed given at the time when, according to the courier's records, the first attempt at delivery was made. Notices sent by electronic mail or facsimile transmission shall be deemed given at 10:00 a.m. local time on the first Business Day after the date they are transmitted subject to the notice being sent to the correct fax number and a notice of the successful transmission being received by the sender.

11.3 If any part of the Contract is declared invalid, illegal or unenforceable, the remainder shall remain valid and enforceable to the extent permitted by applicable law. The parties shall use their best efforts to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, achieves the purposes intended under the invalid or unenforceable provision.

11.4 No variation of these Conditions shall be effective unless it is in writing and signed by a director or officer of BCIPL.

11.5 The rights of each party under the Contract: (a) may be exercised as often as necessary; (b) are cumulative and not exclusive of rights or remedies provided by law; and (c) may be waived only in writing and specifically, and delay in exercising or non-exercise of any right is not a waiver of that right.

11.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

11.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.

11.8 Dispute Resolution:

(a) Negotiation: In case of any disputes arising out of and in connection with the Contract, the parties shall endeavour to reach an amicable settlement through mutual consultation and negotiations. If no settlement is reached within 30 days from the date on which the dispute arose, either party may refer the dispute to conciliation in accordance with sub-clause 11.8 (b) below.

(b) Conciliation: If the parties are unable to settle the dispute within fourteen (14) days after commencement of negotiations as described in clause 11.8 (a) above, the dispute is by this clause 11.8(b) submitted to conciliation under the Rules of Conciliation of the Indian Council of Arbitration (the ICA Rules of Conciliation). The conciliation shall be conducted in Mumbai, the number of conciliators shall be one, and the language of the conciliation shall be English. Neither party may commence any arbitration in relation to any dispute arising from this agreement until it has attempted to settle the dispute by conciliation and either the conciliation has been unsuccessful or the other party has refused to participate in conciliation.

(c) Arbitration: If the conciliation described in clause 11.8 (b) above is unsuccessful, or if a party refuses to participate in conciliation, the other party may submit the dispute to arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration. The award made in any such arbitration shall be binding on the parties. The provisions of Part I of the (Indian) Arbitration and Conciliation Act 1996, except section 9, are expressly excluded and shall not apply to any arbitration which takes place pursuant to this agreement. The proceedings of arbitration shall be in English language. The arbitrator award shall disclose reasons. The arbitrator shall also decide on the costs of the arbitration.

11.9 The Contract is made and entered into in Mumbai, Maharashtra State, India and shall be governed by and interpreted under the law of India.