



West Pharmaceutical Packaging India Private Limited
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INVOICE

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BILL TO : 1016504
Dr. Reddy's Laboratories Limited Plot No.Q1 to Q5,FTO-IX VSEZ Duvvada VISAKHAPATNAM, ANDHRA PRADESH 530046 INDIA
GSTIN : 37AAACD7999Q2Z1

Invoice	95002516
Invoice Date	30 APR 2019
Net Due	165,237.75
Currency	INR
Net Due Date	29 JUN 2019
Purchase Order	4200020462
GSTIN	37AAACW8510C1ZK

SHIP TO : 1016818
Dr. Reddy's Laboratories Ltd FTO Unit 7 Plot Nos. P1 to P9, Phase 3, VSEZ Duvvada VISAKAPATNAM, ANDHRA PRADESH 530046 INDIA
GSTIN : 37AAACD7999Q2Z1

Sales Order	173626
Order Date	09 APR 2019
Payment Terms	Net 60 Days
Bill of Lading	
Ship Date	30 APR 2019
Carrier	
Shipping Terms	CIF Visakhapatnam, India
Plant	India Packaging Plant

Remarks

Ln	West Item #	Cust Item #	H.S. Number	Quantity	UOM	Price / Unit	Value in INR
10	54203628	150054423	83099090	103.500	TS	1,596.50	165,237.75

West Item Desc: 20FO LQ 3767 RED MATTE TOP

Other Desc: WEST 20MM FLIP-OFF SEAL

Subtotal	165,237.75
TOTAL INVOICE VALUE IN INR	165,237.75

ONE HUNDRED SIXTY-FIVE THOUSAND TWO HUNDRED THIRTY-SEVEN AND SEVENTY-FIVE

Assessable value for customs purpose only : 167,096.67 INR

This document is electronically generated and therefore no signature is required

Registered Office Address: West Pharmaceutical Packaging India Pvt. Ltd., 102 First Floor, Gowra Grand, Door No 1-8-384 & 385,
Sardar Patel Road Begumpet, Hyderabad 500003, TELANGANA PHONE: 040-49401111
CIN: U74999TG2008PTC059798

WEST PHARMACEUTICAL PACKAGING INDIA PVT LTD

Invoice/Quotation/Acknowledgment Terms and Conditions

1. **ACCEPTANCE OF ORDERS:** Acceptance by West Pharmaceutical Packaging India Pvt Ltd . ("West") of Buyer's purchase order(s) is expressly conditioned on Buyer's assent to all of the terms and conditions on the face and reverse side hereof and in attachments hereto ("Terms and Conditions"). Any different or additional terms of Buyer's order are objected to and hereby rejected by West. Buyer will be deemed to have assented to such Terms and Conditions unless West receives written notice of any objection within 15 days after Buyer's receipt of this form and in all events prior to any delivery or other performance by West of Buyer's order. All purchase orders will be subject to approval by West.

2. **QUOTATIONS:** Quotations by West will be deemed to be offers by West to sell the goods described therein subject to these Terms and Conditions, and acceptance of such offers is expressly limited to acceptance by Buyer of all of these Terms and Conditions within 15 days from the date of the quotation. Purchase orders submitted by Buyer of the goods quoted by West will be subject to and will be deemed to constitute acceptance of these Terms and Conditions.

3. **TAXES:** All occupational, sales, use, gross income or other taxes, and import and export duties levied by any Government body, shall be borne by the Buyer.

4. **TERMS OF PAYMENT:** . If during the period of performance of an order, the financial position of the Buyer is determined by West not to justify the terms of payment specified, West may demand full or partial payment in advance before proceeding with the work, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option without prejudice to other lawful remedies, may defer delivery or cancel this contract. If Buyer defaults in any payment when due, or in the event any voluntary or involuntary bankruptcy or insolvency proceedings involving Buyer are initiated by or against Buyer, then the whole contract price shall immediately become due and payable upon demand, or West, at its option without prejudice to its other lawful remedies, may defer delivery or cancel this contract. If delivery is deferred, the goods may be stored as provided in Section 7 and West may submit a new estimate of cost for completion based upon prevailing conditions.

Pro rata payments will become due as shipments are made. If shipments are delayed by the Buyer for any cause, payments will become due from the date on which West is prepared to make shipment and storage shall be at the Buyer's risk and expense as provided in Section 8 hereof. If manufacture is delayed by the Buyer for any cause, a partial payment based upon the proportion of the order completed will become due from the date on which West is notified of the delay.

5. **DELIVERY; RISK OF LOSS:** Shipping dates are estimates only which are not guaranteed and are based upon prompt receipt from Buyer of all necessary shipping and other information. Delivery of ten percent more or less than the quantity specified shall constitute fulfillment of the order. West reserves the right to make delivery in installments, which shall be separately invoiced and paid for by Buyer when due per invoice, without regard to subsequent deliveries.

Claims for shortages or other errors in delivery must be made in writing to West within 10 days after receipt of shipment and failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Buyer. Claims for loss or damage to equipment in transit by common carrier must be made to the carrier and not West.

6. **UNAVOIDABLE DELAYS:** West assumes no responsibility for any loss or damage occurring by reason of delay or inability to deliver caused by fires, strikes, accident, delays of common carriers or from any other cause which is unavoidable or beyond West's reasonable control. Should any of such events occur, West, at its option, may cancel Buyer's order with respect to any undelivered goods or extend the delivery date for a period equal to the time lost because of delay. If West elects to so cancel the order, West will be released from all liability for failure to deliver the goods. If shipping or progress of the work is delayed or interrupted by Buyer directly or indirectly, Buyer will pay West for all resulting additional charges.

7. **STORAGE:** If the goods are not shipped within 30 days after notification has been made to Buyer that they are ready for shipping for any reason beyond West's control, including Buyer's failure to give shipping instructions, West may store the goods at Buyer's risk and expense in a warehouse or upon West's premises, and Buyer will pay all handling, transportation and storage costs at the prevailing commercial rates promptly following West's submission of invoices for such costs.

8. **WARRANTIES:** The goods sold hereunder shall conform to the specifications contained on the face hereof and/or any attachments hereto and to any other specifications agreed to in writing by West. A

If goods are sold only on the basis that it is the sole responsibility and duty of Buyer to evaluate and test goods, assure that the products sold hereunder are fit for the uses and purposes for which Buyer intends to use them, and are compatible with the Buyer's particular product and processing and packaging methods. Buyer assumes all risks whatsoever as to the result of the use of the goods, whether used singly or in combination with other goods or substances.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **REMEDIES OF BUYER:** If any of the goods sold hereunder shall be proved to West's satisfaction to be defective or nonconforming, West will replace such defective goods, or at West's option, provide Buyer with a credit for their contract price, provided a claim is made within 60 days after receipt of the goods by Buyer. Goods claimed to be defective shall not be returned without West's prior written approval. West may request that Buyer destroy defective or nonconforming goods, such destruction to be certified in writing by an appropriate officer of Buyer. THE PROVISIONS OF THIS SECTION 10 SET FORTH BUYER'S EXCLUSIVE REMEDY AND WEST'S SOLE LIABILITY ON ANY CLAIM, WHETHER TORT, CONTRACT, OR WARRANTY ARISING OUT OF THIS CONTRACT AND IN NO EVENT SHALL WEST BE LIABLE FOR INDEMNIFICATION OF BUYER ON ACCOUNT OF ANY CLAIM ASSERTED AGAINST BUYER OR FOR ANY OTHER FURTHER DAMAGE, COST, EXPENSE OR LIABILITY OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO BUYER OR ITS CUSTOMERS ARISING FROM ANY DEFECT IN MATERIALS OR WORKMANSHIP OR DELAY IN PERFORMANCE OR DELIVERY.

10. **REMEDIES OF SELLER:** In the event of a breach by Buyer, Seller shall be entitled to exercise all remedies provided by law and the exercise of any one remedy shall not preclude the exercise of any other remedy.

11. **LIMITATIONS OF LIABILITY:** Buyer agrees that no claims arising out of the performance or non-performance of any of the terms and conditions of the within contract for the sale of goods shall be valid against West unless commenced within one year of delivery of the goods. Nothing herein contained shall be construed to limit the time for commencement of an action by West to recover all or any part of the purchase price.

12. **TOOLING:** Tooling (including molds and dies) and post-production processing equipment which contain West designs or components will not be returned to Buyer under any circumstances. Other tooling supplied by Buyer will be returned only with West's prior consent and will be shipped F.O.B. West's plant and subject to normal packing charge. All tooling held in West's plant three years after completion of the most recent production order will be considered obsolete and may be disposed of by West as it deems necessary or advisable without notice to Buyer.

13. **DRAWINGS; OTHER DESIGN DATA:** All specifications, drawings, design, data, information, ideas, methods, patterns, and/or inventions made, conceived, developed or acquired by West in connection with procuring and/or executing Buyer's order will vest in and inure to West's sole benefit notwithstanding any charges therefore which may have been or may be imposed by West

14. **DISCLOSURE AND USE OF TRADE SECRETS AND CONFIDENTIAL DATA:** Buyer agrees to protect and keep confidential trade secrets and other confidential data disclosed to Buyer and identified in writing as being confidential, and Buyer further agrees to protect the same against disclosure to unauthorized persons. In addition, Buyer agrees not to use, directly or indirectly, any such confidential information of trade secrets for its own benefit or for the benefit of any other person, firm or corporation.

The above obligations are accepted upon the understanding Buyer would not be liable for the disclosure or use of West's confidential information or trade secrets which are already in the public domain, or which hereafter are placed in the public domain by any party other than Buyer, or which are disclosed to Buyer by any other person, firm or corporation. Buyer agrees to return or destroy all data or otherwise dispose of same as requested by West at the termination of this Agreement or any other contract which may be entered into at a future date or, in the event that no contract is consummated, at the termination of negotiations between our companies. Any data destroyed at West's request will be confirmed in writing by Buyer to West or its duly authorized representative.

15. **PATENT INDEMNIFICATION:** When West produces parts to Buyer's supplied design, Buyer agrees to indemnify and hold West harmless from and against any damages, loss, cost or expense resulting from infringement of patents or trademarks.

16. **ASSIGNMENT:** None of the Buyer's rights under any order shall be assigned by the Buyer to any other person, whether by operation of law or otherwise, without West's prior written approval.

17. **CANCELLATION ACCOMMODATIONS:** Orders are not subject to cancellation, change, reduction in amount or suspension of deliveries, except with West's consent, and upon terms that indemnify West against loss. Goods returned for Buyer accommodation may be subject to a 80% (of sales value) restocking charge.

18. **GENERAL:** These terms and conditions, and the contract of sale between West and Buyer, shall be governed by and construed in accordance with the laws of India The invalidity, in whole or in part, of any of the provisions of these Terms and Conditions, shall not affect the enforceability of any of the other provisions hereof. All headings are for convenience of reference only and will in no way be used in the interpretation of any of these Terms and Conditions.

19. **CONTRACT TERMS:** No modification, amendment, waiver or other change of any of the Terms and Conditions, or any of West's rights or remedies there under, will be binding on West unless expressly accepted in writing by West. No course of dealing, usage of trade or course of performance will be relevant to explain or supplement any of these Terms and Conditions. In cases of conflict between the terms and conditions printed on this page and those contained on the face side or in attachments hereto, the latter shall control.

20. **RIGHTS OF THIRD PARTIES:** A person who is not a party to this contract and to these terms and conditions has no right to enforce any provision of this contract and the parties do not intend that any third party rights are created by this contract.