

NALCO WATER INDIA LIMITED
1 NO LENIN SARANI
KONNAGAR, DIST-HOOGHLY

Kolkata WB, IN 712235

State Name & Code (19) West Bengal
GSTIN: 19AAACO4994N1ZN
Warehouse No: 01

Invoice No: WB10012595
Invoice Date: 26/04/2019
Order No: 097245
Order Date: 22/04/2019
Transporter: VXPRESS
Vehicle No: WB171834
E-way Bill No:
CSN Note No & Date: 9218648

BILL TO: 12178
DR.REDDYS LABORATORIES LTD
FTO UNIT 8 ,Village- Mauja Thana
Baddi
HIMACHAL PRADESH
SOLAN HP 173205

State Name & Code (02) Himachal Pradesh
GSTIN: 02AAACD7999Q1ZW

CONSIGNEE 12178001
DR.REDDYS LABORATORIES LTD
FTO UNIT 8 BADDI 2, DR.REDDYS LABORATORIES LTD
HIMACHAL PRADESH
BADDI
SOLAN HP 173205

State Name & Code (02) Himachal Pradesh
GSTIN: 02AAACD7999Q1ZW

Customer PO No.: 5800433631 DT-19/03/19

Advance document No:
Place of supply (State Name & Code) (02) Himachal Pradesh

Description of Goods/Services	HSN (Goods)/SAC (Services)	Quantity & Unit	Rate/Price	Total Amount	Discount / Abatement	Taxable	CGST	SGST	IGST	Gross Amount
NALCO 7308 IK9D0125A0	34029041	90.00 3X30 KG	327.77	29,499.30		29,499.30			5,309.87 (18.00%)	34,809.17
Rounding										0.83
Grand Total		90.00		29,499.30		29,499.30			5,309.87	34,810.00

Total Invoice Value (in words): RUPEES THIRTY FOUR THOUSAND EIGHT HUNDRED TEN AND 00/100 ONLY #

Payment Terms: 90 DAYS FROM INV

PAN NO: AAACO4994N

Declaration: Certified that the particulars given above are true and correct.

Signature of supplier/ authorised representative

NALCO STANDARD TERMS AND CONDITIONS OF SUPPLY

DEFINITIONS AND INTERPRETATION

Containers means base tanks (including PORTA-FEEDS(R)) and transporters supplied or provided by Nalco under this Contract to or for use by the Purchaser for the purposes of storing or replenishing Goods.

Force Majeure Event means an event outside a party's reasonable control including, but not limited to, fire, storm, flood, earthquake, tsunami, labour unrest, strikes, failure of telecom, electrical, internet network, explosion, war, invasion, act of terrorism, rebellion, sabotage, epidemic, inability to obtain fuel, power, raw material, containers or transportation facilities, breakage or failure of machine or apparatus, or any events impacting dispatch of shipment, and industrial dispute.

Goods means all goods (including chemicals, other consumables and equipment) to be sold under this Contract, which are not provided as part of the Services.

GST or VAT or Service Tax as applicable by Law.

Nalco means Nalco Water India Ltd.

Products means any Goods and/or Services supplied or to be supplied under this Contract.

Purchaser means a party purchasing Products from Nalco.

Returnable Containers means Containers, which Nalco designates from time to time as 'returnable' and which are not owned by the Purchaser.

Services means all services (including chemicals, other consumables and equipment provided as part of the services) to be provided under this Contract.

Specification means (in order of priority) (a) the quotation, description or specification provided by Nalco about the Products (b) Nalco's published specifications, Product labels or promotional material for the Products and (c) any description or specification provided in writing by the Purchaser to Nalco (excluding any Purchaser's terms and conditions).

AGREED TERMS AND CONDITIONS

Contract Formation: This Contract may be sent electronically, or in any form chosen by Nalco, to the Purchaser. The binding Contract between Nalco and the Purchaser will come into existence on the earlier of the dates Nalco receives the Purchaser's purchase order or Nalco delivers any of the Products or, where a formal contract will be executed, on the date of signing the formal contract.

Entire Agreement: This Contract is the complete contract between Nalco and the Purchaser in relation to the Products. No Purchaser issued terms and conditions, confirmation, delivery document, payment advice, or subsequent representation (unless agreed in writing) will vary this Contract. In the event of any inconsistency, these Nalco Standard Terms and Conditions of Supply, together with Nalco's Specification (if any) provided to the Purchaser and any delivery details provided in writing by the Purchaser shall prevail.

Contract Renewal: Nalco requires 60 days written notice prior to the expiration of this agreement, advising that the Purchaser does not want to continue with the services provided under this agreement. In the event that the Purchaser gives no notice, this agreement shall be deemed automatically renewed for a further 12 months. A price revision may be applied.

Periodic supply: If the Contract is for periodic supply in accordance with a Specification and Price, the Purchaser must confirm each order in writing or by electronic data transmission, quoting its purchase order number.

Inspection and testing: The Purchaser must allow Nalco and any other person authorized by Nalco to inspect and test the Goods at any time prior to acceptance by the Purchaser, or at any time if a defect or breach of warranty is claimed, wherever the Goods are at the relevant time.

Delivery of Goods and Performance of Services: Nalco will (unless otherwise directed by the Purchaser and agreed to by Nalco or where the Purchaser is in breach of this Contract) deliver the Goods to the delivery address on the delivery date, and in accordance with any special delivery instructions provided by the Purchaser and agreed to by Nalco from time to time. The Goods will be regarded as having been delivered if Nalco obtains a document acknowledging delivery from any person at the delivery address at the time of delivery of the Goods. Where the Purchaser is in breach of this Contract, Nalco is under no obligation to deliver the Goods. The Services will be performed at the agreed address in accordance with the Contract.

Acceptance or rejection: The Purchaser will be regarded as having accepted the Goods unless it notifies Nalco within 7 Days following delivery that it rejects any Goods. The Purchaser may only reject Goods that are not in accordance with the Specification.

Price: Subject to any other term of the Contract, prices (including rates for periodic supply) are fixed for a period of 45 calendar days from the date of quotation.

GST/VAT/SERVICE and other taxes: Any consideration to be paid for a supply made under the Contract does not include an amount on account of GST/VAT/SERVICE Tax. The consideration payable for a supply but for the application of this clause is increased by, and the Purchaser must also pay to Nalco, an amount equal to the GST/VAT/SERVICE Tax as may be applicable, payable by Nalco on that supply. Unless specifically stated in the quotation, quoted prices do not include other duties or taxes. Prices will be altered to include any such other duties or taxes applicable.

Payment: Nalco may invoice the Purchaser at any time. The Purchaser must pay invoices within 30 days of their issue date. Payment must be made without deduction or set-off. The Purchaser must pay interest on amounts due and unpaid at a rate of 12% per annum or the highest rate allowed by applicable law calculated daily from the date payment is due until the date of payment.

Risk and Title: Where the Contract is for the sale of Goods, risk and title in the Goods will pass to the Purchaser when the Goods are delivered.

Where the price under the Contract is based on the supply of Services without a separately identifiable charge for Goods, risk and title in any chemicals, other consumables and equipment used in the provision of those services will remain with Nalco, in the case of chemicals and other consumables until they are consumed in the provision of those Services. The Purchaser must ensure that it: (a) does not cause loss or damage to such chemicals and other consumables whilst they are on the Purchaser's premises prior to consumption and (b) returns any equipment at Nalco's option on the date of termination or at the expiration of this Contract in the same condition as it was received, fair wear and tear excepted.

Containers: Where Nalco provides one or more Containers, the Purchaser agrees to (a) supply the means of appropriately handling the Container(s) at the delivery point (b) allow Nalco or its nominee access to the Container(s) at all reasonable times to enable Nalco to comply with its rights or obligations under this Contract (c) use the Container(s) for Nalco Goods only (d) return the Returnable Container(s) to Nalco in the same condition in which they were received (fair wear and tear excepted) on the earlier of: (i) when required by Nalco, or (ii) the date the Contract is terminated (e) be responsible for all liability arising out of the use, handling, storage or operation of the Container(s) and indemnify Nalco for any such liability, except to the extent of Nalco's negligence. The indemnity in this clause survives termination of this Contract. If the Purchaser fails to return the Returnable Containers in accordance with this Contract, the Purchaser must pay to Nalco a late fee, being the then current fee charged per day by Nalco.

Uncontrolled Water Loss or Load Changes: The fee is applicable to the plant operating conditions supplied by the Purchaser. Where a change in the load is identified or uncontrolled water losses persist, Nalco shall review the fee and advise the Purchaser in writing. Both parties are required to agree on the fee.

Intellectual Property Rights ("IPR"): The Purchaser grants Nalco a non-exclusive, royalty free license to use, modify, adapt and copy any Purchaser IPR required by Nalco for the performance of the Contract during the term of the Contract. The Purchaser acknowledges that Nalco owns all the material created by or on behalf of Nalco in the performance of the Contract by Nalco and in any modifications by Nalco to the Purchaser's IPR.

WARRANTY: Nalco warrants that:

- (i) any chemical Goods shall conform to Nalco's standard product specifications in effect at the time of delivery;
- (ii) any Services shall be performed in a good and workmanlike manner;
- (iii) any equipment provided under the Contract shall be free from material defects in workmanship and materials for a period of 12 months from the date of delivery; and
- (iv) any Goods shall be transferred with good title free of liens.

Despite any other provision of this Contract, Nalco's liability under the Contract including this warranty is limited to replacement of nonconforming Goods, repair or replacement of defective Goods, the re-performance of the nonconforming Services, or, a refund of or invoice credit for the relevant portion of the price. Nalco expressly disclaims any warranties with respect to water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria.

Nalco makes no warranty, whether or merchantability, fitness or otherwise expressed or implied concerning the goods supplied or services rendered other than that they shall be of the specifications stated in the contract. Any warranties specified in the contract is valid only for such period of time as expressly stipulated in the contract. Nalco's warranty is further predicted on Purchaser's compliance with generally or expressly specified conditions for proper handling and the use of the goods. Any recommendations made by Nalco concerning the use of the goods are believed to be reliable but Nalco makes no warranty of the results to be obtained. Purchaser agrees to inspect the goods supplied or the services rendered hereunder immediately after delivery or performance and to give notice in writing of any claim within 48 hours of delivery or performance. Failure to give notice in writing as aforesaid within the specified time constitutes an unqualified acceptance of the goods or services and a waiver of all claims with respect thereto.

The warranties given in this clause are the only warranties that Nalco gives in relation to supply of Products, and Nalco excludes other conditions and warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose, to the extent permitted by law.

Liability: Despite any other provisions of the contract neither party will be liable to the other for any indirect, incidental, punitive, consequential loss or damage howsoever caused arising out of this Contract or any related document or out of the supply, storage or use of the Goods. This clause survives the termination of the Contract.

Insurance: Nalco will effect and maintain the following corporate insurances in relation to the Products whilst they are at Nalco's risk, and produce evidence of their insurances to the Purchaser on request:

- (a) public and products liability insurance with a limit of liability of INR 8 Crores yearly with a maximum of INR 4 Crores on one occurrence; and
- (b) workers' or accident compensation insurance in relation to Nalco's employees will be applicable in each State or Territory where this Contract will be carried out.

Assignment: Neither party may assign part or all of its interest in the Contract unless it obtains the prior written consent of the other party, such consent not to be unreasonably withheld.

Force Majeure: If either party is delayed in or prevented from carrying out any of its obligations under this Contract (other than a payment of money) due to a Force Majeure Event that party will be excused from performance of such obligation for as long as and to the extent that the prevention or delay lasts. Each party must: (a) notify the other party immediately after becoming aware that a Force Majeure Event has occurred; (b) keep the other party fully informed of the circumstances of the Force Majeure Event and the effect upon performance of its obligations; and (c) take all practical steps which are reasonable to limit the effects of the Force Majeure Event on the performance of its obligations.

Termination: Nalco may (in addition to any other right it may have), by giving written notice to the Purchaser require the Purchaser to pay immediately all amounts which are due or which may become payable, terminate this agreement and may retake possession of equipment and all or any of the chemicals and other consumables which are unused if:

- (a) the Purchaser fails to pay when due any amount owing to Nalco (whether under this agreement or any other agreement);
- (b) the Purchaser breaches any other provision of this agreement and fails to remedy the breach within 14 days after receiving written notice requiring it to do so; or
- (c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Purchaser's assets or business.

The Purchaser must provide, at its cost, all assistance requested by Nalco to assist Nalco to exercise its rights under this clause.

The Purchaser may terminate this Contract if Nalco fails to remedy any breach of this Contract within a reasonable period of time necessary for Nalco to remedy the breach after receiving written notice of the breach by the Purchaser. In the event of termination by the Purchaser under this clause, Nalco will retain its rights under this Contract with respect to the return by the Purchaser of unused chemicals, other consumables, equipment and Returnable Containers.

Confidentiality: Any information supplied to a party (Receiving Party) by the other party (Supplying Party) relating to this Contract (whether in writing or otherwise) and notified by the Supplying Party as confidential will be the Supplying Party's confidential information unless it is:

- (a) public knowledge at the time of its supply to the Receiving Party;
- (b) in the Receiving Party's lawful possession prior to its supply to the Receiving Party; or
- (c) required to be disclosed by law or court proceedings.

The Receiving Party must keep the Supplying Party's confidential information confidential, safe and secure, not disclose to any person (except personnel of the Receiving Party who have need to know) and return it when the Contract terminates or expires. Neither party may make any public statement (oral or written) about this Contract unless it has first obtained written consent from the other party. Despite the provisions of this clause, Nalco may reference the Contract and the Purchaser on its website and promotional materials.

Applicable Law: The laws of India shall apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of Pune, Maharashtra, India.

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Entire Agreement: This Contract is the complete contract between Nalco and the Purchaser in relation to the Products. No Purchaser issued terms and conditions, confirmation, delivery document, payment advice, or subsequent representation (unless agreed in writing) will vary this Contract. In the event of any inconsistency, these Nalco Standard Terms and Conditions of Supply, together with Nalco's Specification (if any) provided to the Purchaser and any delivery details provided in writing by the Purchaser shall prevail.

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Delivery of Goods and Performance of Services: Nalco will (unless otherwise directed by the Purchaser and agreed to by Nalco or where the Purchaser is in breach of this Contract) deliver the Goods to the delivery address on the delivery date, and in accordance with any special delivery instructions provided by the Purchaser and agreed to by Nalco from time to time. The Goods will be regarded as having been delivered if Nalco obtains a document acknowledging delivery from any person at the delivery address at the time of delivery of the Goods. Where the Purchaser is in breach of this Contract, Nalco is under no obligation to deliver the Goods. The Services will be performed at the agreed address in accordance with the Contract.

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Payment: Nalco may invoice the Purchaser at any time. The Purchaser must pay invoices within 30 days of their issue date. Payment must be made without deduction or set-off. The Purchaser must pay interest on amounts due and unpaid at a rate of 12% per annum or the highest rate allowed by applicable law calculated daily from the date payment is due until the date of payment.

Risk and Title: Where the Contract is for the sale of Goods, risk and title in the Goods will pass to the Purchaser when the Goods are delivered.

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WARRANTY: Nalco warrants that:

- (i) any chemical Goods shall conform to Nalco's standard product specifications in effect at the time of delivery;
- (ii) any Services shall be performed in a good and workmanlike manner;
- (iii) any equipment provided under the Contract shall be free from material defects in workmanship and materials for a period of 12 months from the date of delivery; and
- (iv) any Goods shall be transferred with good title free of liens.

Despite any other provision of this Contract, Nalco's liability under the Contract including this warranty is limited to replacement of nonconforming Goods, repair or replacement of defective Goods, the re-performance of the nonconforming Services, or, a refund of or invoice credit for the relevant portion of the price. Nalco expressly disclaims any warranties with respect to water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria.

Nalco makes no warranty, whether or merchantability, fitness or otherwise expressed or implied concerning the goods supplied or services rendered other than that they shall be of the specifications stated in the contract. Any warranties specified in the contract is valid only for such period of time as expressly stipulated in the contract. Nalco's warranty is further predicted on Purchaser's compliance with generally or expressly specified conditions for proper handling and the use of the goods. Any recommendations made by Nalco concerning the use of the goods are believed to be reliable but Nalco makes no warranty of the results to be obtained. Purchaser agrees to inspect the goods supplied or the services rendered hereunder immediately after delivery or performance and to give notice in writing of any claim within 48 hours of delivery or performance. Failure to give notice in writing as aforesaid within the specified time constitutes an unqualified acceptance of the goods or services and a waiver of all claims with respect thereto.

The warranties given in this clause are the only warranties that Nalco gives in relation to supply of Products, and Nalco excludes other conditions and warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose, to the extent permitted by law.

Liability: Despite any other provisions of the contract neither party will be liable to the other for any indirect, incidental, punitive, consequential loss or damage howsoever caused arising out of this Contract or any related document or out of the supply, storage or use of the Goods. This clause survives the termination of the Contract.

Insurance: Nalco will effect and maintain the following corporate insurances in relation to the Products whilst they are at Nalco's risk, and produce evidence of their insurances to the Purchaser on request:

- (a) public and products liability insurance with a limit of liability of INR 8 Crores yearly with a maximum of INR 4 Crores on one occurrence; and
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Assignment: Neither party may assign part or all of its interest in the Contract unless it obtains the prior written consent of the other party, such consent not to be unreasonably withheld.

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Termination: Nalco may (in addition to any other right it may have), by giving written notice to the Purchaser require the Purchaser to pay immediately all amounts which are due or which may become payable, terminate this agreement and may retake possession of equipment and all or any of the chemicals and other consumables which are unused if:

- (a) the Purchaser fails to pay when due any amount owing to Nalco (whether under this agreement or any other agreement);
- (b) the Purchaser breaches any other provision of this agreement and fails to remedy the breach within 14 days after receiving written notice requiring it to do so; or
- (c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Purchaser's assets or business.

The Purchaser must provide, at its cost, all assistance requested by Nalco to assist Nalco to exercise its rights under this clause.

The Purchaser may terminate this Contract if Nalco fails to remedy any breach of this Contract within a reasonable period of time necessary for Nalco to remedy the breach after receiving written notice of the breach by the Purchaser. In the event of termination by the Purchaser under this clause, Nalco will retain its rights under this Contract with respect to the return by the Purchaser of unused chemicals, other consumables, equipment and Returnable Containers.

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- (a) public knowledge at the time of its supply to the Receiving Party;
- (b) in the Receiving Party's lawful possession prior to its supply to the Receiving Party; or
- (c) required to be disclosed by law or court proceedings.

The Receiving Party must keep the Supplying Party's confidential information confidential, safe and secure, not disclose to any person (except personnel of the Receiving Party who have need to know) and return it when the Contract terminates or expires. Neither party may make any public statement (oral or written) about this Contract unless it has first obtained written consent from the other party. Despite the provisions of this clause, Nalco may reference the Contract and the Purchaser on its website and promotional materials.

Applicable Law: The laws of India shall apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of Pune, Maharashtra, India.

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KONNAGAR, DIST-HOOGHLY

Kolkata WB, IN 712235

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GSTIN: 19AAACO4994N1ZN
Warehouse No: 01

Invoice No: WB10012595
Invoice Date: 26/04/2019
Order No: 097245
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Transporter: VXPRESS
Vehicle No: WB171834
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CSN Note No & Date: 9218648

BILL TO: 12178
DR.REDDYS LABORATORIES LTD
FTO UNIT 8 ,Village- Mauja Thana
Baddi
HIMACHAL PRADESH
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State Name & Code (02)Himachal Pradesh
GSTIN: 02AAACD7999Q1ZW

CONSIGNEE 12178001
DR.REDDYS LABORATORIES LTD
FTO UNIT 8 BADDI 2,DR.REDDYS LABORATORIES LTD
HIMACHAL PRADESH
BADDI
SOLAN HP 173205

State Name & Code (02)Himachal Pradesh
GSTIN: 02AAACD7999Q1ZW

Customer PO No.: 5800433631 DT-19/03/19

Advance document No:
Place of supply (State Name & Code) (02)Himachal Pradesh

Description of Goods/Services	HSN (Goods)/SAC (Services)	Quantity & Unit	Rate/Price	Total Amount	Discount / Abatement	Taxable	CGST	SGST	IGST	Gross Amount
NALCO 7308 IK9D0125A0	34029041	90.00 3X30 KG	327.77	29,499.30		29,499.30			5,309.87 (18.00%)	34,809.17
Rounding		90.00		29,499.30		29,499.30			5,309.87	0.83
Grand Total				29,499.30		29,499.30			5,309.87	34,810.00

Total Invoice Value (in words): RUPEES THIRTY FOUR THOUSAND EIGHT HUNDRED TEN AND 00/100 ONLY #

Payment Terms: 90 DAYS FROM INV

PAN NO: AAACO4994N

Declaration: Certified that the particulars given above are true and correct.

Signature of supplier/ authorised representative

NALCO STANDARD TERMS AND CONDITIONS OF SUPPLY

DEFINITIONS AND INTERPRETATION

Containers means base tanks (including PORTA-FEEDS(R)) and transporters supplied or provided by Nalco under this Contract to or for use by the Purchaser for the purposes of storing or replenishing Goods.

Force Majeure Event means an event outside a party's reasonable control including, but not limited to, fire, storm, flood, earthquake, tsunami, labour unrest, strikes, failure of telecom, electrical, internet network, explosion, war, invasion, act of terrorism, rebellion, sabotage, epidemic, inability to obtain fuel, power, raw material, containers or transportation facilities, breakage or failure of machine or apparatus, or any events impacting dispatch of shipment, and industrial dispute.

Goods means all goods (including chemicals, other consumables and equipment) to be sold under this Contract, which are not provided as part of the Services.

GST or VAT or Service Tax as applicable by Law.

Nalco means Nalco Water India Ltd.

Products means any Goods and/or Services supplied or to be supplied under this Contract.

Purchaser means a party purchasing Products from Nalco.

Returnable Containers means Containers, which Nalco designates from time to time as 'returnable' and which are not owned by the Purchaser.

Services means all services (including chemicals, other consumables and equipment provided as part of the services) to be provided under this Contract.

Specification means (in order of priority) (a) the quotation, description or specification provided by Nalco about the Products (b) Nalco's published specifications, Product labels or promotional material for the Products and (c) any description or specification provided in writing by the Purchaser to Nalco (excluding any Purchaser's terms and conditions).

AGREED TERMS AND CONDITIONS

Contract Formation: This Contract may be sent electronically, or in any form chosen by Nalco, to the Purchaser. The binding Contract between Nalco and the Purchaser will come into existence on the earlier of the dates Nalco receives the Purchaser's purchase order or Nalco delivers any of the Products or, where a formal contract will be executed, on the date of signing the formal contract.

Entire Agreement: This Contract is the complete contract between Nalco and the Purchaser in relation to the Products. No Purchaser issued terms and conditions, confirmation, delivery document, payment advice, or subsequent representation (unless agreed in writing) will vary this Contract. In the event of any inconsistency, these Nalco Standard Terms and Conditions of Supply, together with Nalco's Specification (if any) provided to the Purchaser and any delivery details provided in writing by the Purchaser shall prevail.

Contract Renewal: Nalco requires 60 days written notice prior to the expiration of this agreement, advising that the Purchaser does not want to continue with the services provided under this agreement. In the event that the Purchaser gives no notice, this agreement shall be deemed automatically renewed for a further 12 months. A price revision may be applied.

Periodic supply: If the Contract is for periodic supply in accordance with a Specification and Price, the Purchaser must confirm each order in writing or by electronic data transmission, quoting its purchase order number.

Inspection and testing: The Purchaser must allow Nalco and any other person authorized by Nalco to inspect and test the Goods at any time prior to acceptance by the Purchaser, or at any time if a defect or breach of warranty is claimed, wherever the Goods are at the relevant time.

Delivery of Goods and Performance of Services: Nalco will (unless otherwise directed by the Purchaser and agreed to by Nalco or where the Purchaser is in breach of this Contract) deliver the Goods to the delivery address on the delivery date, and in accordance with any special delivery instructions provided by the Purchaser and agreed to by Nalco from time to time. The Goods will be regarded as having been delivered if Nalco obtains a document acknowledging delivery from any person at the delivery address at the time of delivery of the Goods. Where the Purchaser is in breach of this Contract, Nalco is under no obligation to deliver the Goods. The Services will be performed at the agreed address in accordance with the Contract.

Acceptance or rejection: The Purchaser will be regarded as having accepted the Goods unless it notifies Nalco within 7 Days following delivery that it rejects any Goods. The Purchaser may only reject Goods that are not in accordance with the Specification.

Price: Subject to any other term of the Contract, prices (including rates for periodic supply) are fixed for a period of 45 calendar days from the date of quotation.

GST/VAT/SERVICE and other taxes: Any consideration to be paid for a supply made under the Contract does not include an amount on account of GST/VAT/SERVICE Tax. The consideration payable for a supply but for the application of this clause is increased by, and the Purchaser must also pay to Nalco, an amount equal to the GST/VAT/SERVICE Tax as may be applicable, payable by Nalco on that supply. Unless specifically stated in the quotation, quoted prices do not include other duties or taxes. Prices will be altered to include any such other duties or taxes applicable.

Payment: Nalco may invoice the Purchaser at any time. The Purchaser must pay invoices within 30 days of their issue date. Payment must be made without deduction or set-off. The Purchaser must pay interest on amounts due and unpaid at a rate of 12% per annum or the highest rate allowed by applicable law calculated daily from the date payment is due until the date of payment.

Risk and Title: Where the Contract is for the sale of Goods, risk and title in the Goods will pass to the Purchaser when the Goods are delivered.

Where the price under the Contract is based on the supply of Services without a separately identifiable charge for Goods, risk and title in any chemicals, other consumables and equipment used in the provision of those services will remain with Nalco, in the case of chemicals and other consumables until they are consumed in the provision of those Services. The Purchaser must ensure that it: (a) does not cause loss or damage to such chemicals and other consumables whilst they are on the Purchaser's premises prior to consumption and (b) returns any equipment at Nalco's option on the date of termination or at the expiration of this Contract in the same condition as it was received, fair wear and tear excepted.

Containers: Where Nalco provides one or more Containers, the Purchaser agrees to (a) supply the means of appropriately handling the Container(s) at the delivery point (b) allow Nalco or its nominee access to the Container(s) at all reasonable times to enable Nalco to comply with its rights or obligations under this Contract (c) use the Container(s) for Nalco Goods only (d) return the Returnable Container(s) to Nalco in the same condition in which they were received (fair wear and tear excepted) on the earlier of: (i) when required by Nalco, or (ii) the date the Contract is terminated (e) be responsible for all liability arising out of the use, handling, storage or operation of the Container(s) and indemnify Nalco for any such liability, except to the extent of Nalco's negligence. The indemnity in this clause survives termination of this Contract. If the Purchaser fails to return the Returnable Containers in accordance with this Contract, the Purchaser must pay to Nalco a late fee, being the then current fee charged per day by Nalco.

Uncontrolled Water Loss or Load Changes: The fee is applicable to the plant operating conditions supplied by the Purchaser. Where a change in the load is identified or uncontrolled water losses persist, Nalco shall review the fee and advise the Purchaser in writing. Both parties are required to agree on the fee.

Intellectual Property Rights ("IPR"): The Purchaser grants Nalco a non-exclusive, royalty free license to use, modify, adapt and copy any Purchaser IPR required by Nalco for the performance of the Contract during the term of the Contract. The Purchaser acknowledges that Nalco owns all the material created by or on behalf of Nalco in the performance of the Contract by Nalco and in any modifications by Nalco to the Purchaser's IPR.

WARRANTY: Nalco warrants that:

- (i) any chemical Goods shall conform to Nalco's standard product specifications in effect at the time of delivery;
- (ii) any Services shall be performed in a good and workmanlike manner;
- (iii) any equipment provided under the Contract shall be free from material defects in workmanship and materials for a period of 12 months from the date of delivery; and
- (iv) any Goods shall be transferred with good title free of liens.

Despite any other provision of this Contract, Nalco's liability under the Contract including this warranty is limited to replacement of nonconforming Goods, repair or replacement of defective Goods, the re-performance of the nonconforming Services, or, a refund of or invoice credit for the relevant portion of the price. Nalco expressly disclaims any warranties with respect to water system biohazards from waterborne pathogens, including but not limited to Legionella bacteria.

Nalco makes no warranty, whether or merchantability, fitness or otherwise expressed or implied concerning the goods supplied or services rendered other than that they shall be of the specifications stated in the contract. Any warranties specified in the contract is valid only for such period of time as expressly stipulated in the contract. Nalco's warranty is further predicted on Purchaser's compliance with generally or expressly specified conditions for proper handling and the use of the goods. Any recommendations made by Nalco concerning the use of the goods are believed to be reliable but Nalco makes no warranty of the results to be obtained. Purchaser agrees to inspect the goods supplied or the services rendered hereunder immediately after delivery or performance and to give notice in writing of any claim within 48 hours of delivery or performance. Failure to give notice in writing as aforesaid within the specified time constitutes an unqualified acceptance of the goods or services and a waiver of all claims with respect thereto.

The warranties given in this clause are the only warranties that Nalco gives in relation to supply of Products, and Nalco excludes other conditions and warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose, to the extent permitted by law.

Liability: Despite any other provisions of the contract neither party will be liable to the other for any indirect, incidental, punitive, consequential loss or damage howsoever caused arising out of this Contract or any related document or out of the supply, storage or use of the Goods. This clause survives the termination of the Contract.

Insurance: Nalco will effect and maintain the following corporate insurances in relation to the Products whilst they are at Nalco's risk, and produce evidence of their insurances to the Purchaser on request:

- (a) public and products liability insurance with a limit of liability of INR 8 Crores yearly with a maximum of INR 4 Crores on one occurrence; and
- (b) workers' or accident compensation insurance in relation to Nalco's employees will be applicable in each State or Territory where this Contract will be carried out.

Assignment: Neither party may assign part or all of its interest in the Contract unless it obtains the prior written consent of the other party, such consent not to be unreasonably withheld.

Force Majeure: If either party is delayed in or prevented from carrying out any of its obligations under this Contract (other than a payment of money) due to a Force Majeure Event that party will be excused from performance of such obligation for as long as and to the extent that the prevention or delay lasts. Each party must: (a) notify the other party immediately after becoming aware that a Force Majeure Event has occurred; (b) keep the other party fully informed of the circumstances of the Force Majeure Event and the effect upon performance of its obligations; and (c) take all practical steps which are reasonable to limit the effects of the Force Majeure Event on the performance of its obligations.

Termination: Nalco may (in addition to any other right it may have), by giving written notice to the Purchaser require the Purchaser to pay immediately all amounts which are due or which may become payable, terminate this agreement and may retake possession of equipment and all or any of the chemicals and other consumables which are unused if:

- (a) the Purchaser fails to pay when due any amount owing to Nalco (whether under this agreement or any other agreement);
- (b) the Purchaser breaches any other provision of this agreement and fails to remedy the breach within 14 days after receiving written notice requiring it to do so; or
- (c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Purchaser's assets or business.

The Purchaser must provide, at its cost, all assistance requested by Nalco to assist Nalco to exercise its rights under this clause.

The Purchaser may terminate this Contract if Nalco fails to remedy any breach of this Contract within a reasonable period of time necessary for Nalco to remedy the breach after receiving written notice of the breach by the Purchaser. In the event of termination by the Purchaser under this clause, Nalco will retain its rights under this Contract with respect to the return by the Purchaser of unused chemicals, other consumables, equipment and Returnable Containers.

Confidentiality: Any information supplied to a party (Receiving Party) by the other party (Supplying Party) relating to this Contract (whether in writing or otherwise) and notified by the Supplying Party as confidential will be the Supplying Party's confidential information unless it is:

- (a) public knowledge at the time of its supply to the Receiving Party;
- (b) in the Receiving Party's lawful possession prior to its supply to the Receiving Party; or
- (c) required to be disclosed by law or court proceedings.

The Receiving Party must keep the Supplying Party's confidential information confidential, safe and secure, not disclose to any person (except personnel of the Receiving Party who have need to know) and return it when the Contract terminates or expires. Neither party may make any public statement (oral or written) about this Contract unless it has first obtained written consent from the other party. Despite the provisions of this clause, Nalco may reference the Contract and the Purchaser on its website and promotional materials.

Applicable Law: The laws of India shall apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of Pune, Maharashtra, India.