

Evoqua Water Technologies Pte Ltd. The Siemens Center,
 #07-08, Block 1, 60 Macpherson Road, Singapore 348615

Swiss Parenterals Ltd ,
 809, Kerala GIDC,
 Bavla, NR. SKF Bearings,
 Nr. Sahyog Hotel, Ahmedabad-382320,
 India.
 Cell No : +91-99090006246
 Email:
naishadh@swisspharmaceuticals.com

Invoice

Invoice No.	Date
543P0903217893	12.01.2018
Delivery Note No.	
UCR No.	
Customer PO	
81080LEEVOQ001	
Date	
26.07.2017	
Sales Order No.	
767462	

Client No: 1145482 Org-ID Supplier: A1209933	Contact: Tsui Lee Department: Phone: Fax: SMTP:
Delivery address Swiss Parenterals Ltd , 809, Kerala GIDC, Bavla, NR. SKF Bearings, Nr. Sahyog Hotel, Ahmedabad-382320, India. Cell No : +91-99090006246 Email: naishadh@swisspharmaceuticals.com	Bill-to address Swiss Parenterals Ltd , 809, Kerala GIDC, Bavla, NR. SKF Bearings, Nr. Sahyog Hotel, Ahmedabad-382320, India. Cell No : +91-99090006246 Email: naishadh@swisspharmaceuticals.com

Terms of delivery / Incoterms 2010: CIF AHMEDABAD INDIA

Terms of payment: 100% pay in advance before delivery

Any shortage or breakage must be reported within 7 days of receipt, together with order details and condition of package, otherwise no claims can be considered.

Line item	Part number	Quantity	Unit price	GST	Total value
Main item	Description	UOM	Price unit		of item
Sub item					Currency: EUR
1000	W3T343879 2004-TM-D/60 Ultra Clear# GP 10 TWF 60 UV UF TM UltraClear GP 10 TWF 60 UV UF TM AL: ECCN: Comm. code no.: Origin:	1 EA	6.800,00	0,00	6.800,00
Total value of items (excl. GST)					6,800.00
Shipping and Handling					0.00
Total value (excl. GST)					6,800.00
GST Rate 0.00 % of 6,800.00					0.00
SALES ORDER VALUE (incl. GST)					6,800.00

Evoqua Water Technologies Pte Ltd, The Siemens Center,
#07-08, Block 1, 60 Macpherson Road, Singapore 348615

Sales Order No.
767462

Date
12.01.2018

SWISS PARENTERALS LTD

Goods labeled with "AL" not equal to "N" are subject to European or German export authorization when being exported out of the EU. Goods labeled with "ECCN" not equal to "N" are subject to US reexport authorization. Even without a label, or with label "AL:N" or "ECCN:N" authorization may be required due to the final end-use and destination or any embargoes (or other sanctions).

This Order is subject to the latest version of Evoqua Water Technologies Pte Ltd's Standard Terms of sale, a copy of which is available upon request.

Evoqua shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes (or other sanctions).

Export Control Clause for Sales Contracts

Short version for General Conditions (Supply) and other short agreements-

Article X - Compliance with Export Control Regulations

- i) If the Purchaser transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Evoqua or works and services (including all kinds of technical support) performed by Evoqua to a third party worldwide. Purchaser shall comply with all applicable national and international (re) export control regulations. In any event Purchaser shall comply with the (re) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America and national law. In the event of a conflict, national law shall prevail.
- ii) If required to conduct export control checks, Purchaser, upon request by Evoqua, shall promptly provide Evoqua with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Evoqua, as well as any export control restrictions existing.
- iii) Purchaser shall indemnify and hold harmless Evoqua from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Evoqua for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Purchaser. This provision does not imply a change in burden of proof.

Sales Order No.
767462Date
07-28-2017

SWISS PARENTERALS LTD

Remit to Address

Account Number 8830006802 SWIFT Code CHASSGSG
Bank Name JP Morgan Chase Bank NA Singapore
Address 168 ROBINSON ROAD
14th Floor Capital Tower
Singapore 068912

Account Name Evoqua Water Technologies Pte. Ltd.
Bank Code 7153
Branch Code 001

Please quote our Invoice Number on payment.

This is a computer generated document. No signature is required.

EVOQUA WATER TECHNOLOGIES Pte Ltd.
Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services (exclude Cleaning-in-Place service), leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. Unless Seller's Documentation specifically provides otherwise, all payments are due on receipt of invoice. Buyer shall be charged interest on the amount unpaid on a daily basis at the rate of five per cent (5%) per annum above the average Prime Lending Rate of the Development Bank of Singapore, the United Overseas Bank and the OCBC Bank, or Singapore's Monetary Authority of Singapore, whichever is higher. Buyer shall also pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are Ex Works Seller's factory (Incoterms 2010). Risk on all Work shall pass to Buyer as per the delivery terms. Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i)

Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) twelve (12) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (exclude Cleaning-in-Place service)(the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES (TO THE EXCLUSION OF ANY TERM, CONDITION OR WARRANTY THAT MAY OTHERWISE BE IMPLIED UNDER THE SALE OF GOODS ACT (CAP. 393 OF THE REPUBLIC OF SINGAPORE) OR ANY OTHER APPLICABLE LEGISLATION) AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. Indemnity. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. Assignment. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. Suspension. Seller may suspend its performance where the Buyer fails to meet the payment terms as specified in Seller's Documentation.

11. Termination. Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement), and where the termination is due to Buyer's uncured breach, Seller shall be entitled to payment for work performed and/or losses and/or administrative charges, expenses, damages incurred (in respect of Work that are partially completed or Services not fully performed as well as any costs, expenses and liabilities in expectation of the completion of the Work) whether delivered or undelivered, prior to the date of termination. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed and/or losses, expenses, damages incurred (in respect of Work that are partially completed or Services not fully performed as well as any costs, expenses and liabilities in expectation of the completion of the Work) whether delivered or undelivered, prior to the date of termination.

12. Governing Law and Dispute Resolution. The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to any purchase order, sales order, or contract ("Orders") or any breach of them. If any such dispute cannot be settled amicably through ordinary negotiations between representatives of the parties, the dispute shall be referred to the management of each party who will meet in good faith in order to try and resolve the dispute. All negotiations connected with the dispute will be conducted in complete confidence and the parties undertake not to divulge details of such negotiations except to their professional advisers who will also be subject to such confidentiality and such negotiations shall be without prejudice to the rights of the parties in any future proceedings. In the event any such dispute is unresolved after thirty (30) days of the commencement of such negotiations, such disputes arising out of or in connection with any Orders, including any

question regarding its existence, validity or termination, shall be finally settled under the Rules of Singapore International Arbitration Centre ("SIAC") for the time being in force ("SIAC Rules"), which rules are deemed to be incorporated by reference into this Clause. For disputes where the total quantum in dispute (including all counterclaims) is less than S\$5 million, the tribunal shall consist of one arbitrator to be appointed by the Chairman of SIAC. For all other disputes, the tribunal shall consist of three arbitrators to be appointed by the Chairman of the SIAC. The seat of arbitration shall be Singapore. The language to be used in the arbitration proceedings shall be English. The governing law shall be the laws of the Republic of Singapore.

13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. Seller's obligation to fulfill its performance is subject to the proviso that the fulfilment is not prevented by any impediments arising out of national and/or international foreign trade and customs requirements of any embargos (or other sanctions). BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR MECHANICAL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED TWENTY PERCENT OF THE PURCHASE PRICE PAID FOR THE WORK.

15. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless cancelled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

16. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. The Agreement shall be governed by the laws Singapore without regard to its conflict of law's provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

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 Bavla, NR. SKF Bearings,
 Nr. Sahyog Hotel, Ahmedabad-382320,
 India.
 Cell No : +91-99090006246
 Email:
naishadh@swisspharmaceuticals.com
DELIVERY NOTE

Delivery note No	Date
81091118	12.01.2018
UCR No.	
TI500081091118	
Customer PO	
81080LEEVOQ001	
Date	
26.07.2017	
Mode of shipment	

Client No: 1145482 Org-ID Supplier: A1209933	Contact: Tsui Lee Department: Tel: Fax: SMTP:
Sold-to: Swiss Parenterals Ltd , 809, Kerala GIDC, Bavla, NR. SKF Bearings, Nr. Sahyog Hotel, Ahmedabad-382320, India. Cell No : +91-99090006246 Email: naishadh@swisspharmaceuticals.com	

 TOTAL PACKING: 1 PALLET
 DIM : 100 x 80 x 78 CM
 GW: 58 Kgs

Any shortage or breakage must be reported within 7 days of receipt, together with order details and condition of package, otherwise no claims can be considered.

Terms of delivery / Incoterms 2010: CIF AHMEDABAD AIRPORT

Line item	Part number	Old Part No	Quantity	UOM	Package No.	Packing Quantity
Main item	Description					
Sub item						
1000	W3T343879 2004-TM-D/60		1,00	EA		EA
1000	Ultra Clear# GP 10TWF 60 UV UF TM					
	UltraClear GP 10 TWF 60 UV UF TM					
	AL: ECCN:					
	Order: 767462					

Goods labeled with "AL" not equal to "N" are subject to European or German export authorization when being exported out of the EU. Goods labeled with "ECCN" not equal to "N" are subject to US reexport authorization. Even without a label, or with label "AL:N" or "ECCN:N" authorization may be required due to the final end-use and destination or any embargoes (or other sanctions).

The Order is subject to the latest version of our General Conditions of SALE of Goods & Services (including software) a copy of which is available upon request.

Evoqua shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes (or other sanctions).

Evoqua Water Technologies Pte Ltd, The Siemens Center,
#07-08, Block 1, 60 Macpherson Road, Singapore 348615

Delivery note No
81091118

Date
12.01.2018

SWISS PARENTERALS LTD

Export Control Clause for Sales Contracts

Short version for General Conditions (Supply) and other short agreements-

Article X - Compliance with Export Control Regulations

- i) If the Purchaser transfers goods (hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Evoqua or works and services (including all kinds of technical support) performed by Evoqua to a third party worldwide. Purchaser shall comply with the (re) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America and national law. In the event of a conflict, national law shall prevail.
- ii) If required to conduct export control checks, Purchaser, upon request by Evoqua, shall promptly provide Evoqua with all information pertaining to particular end customer, destination and intended use of goods, works, and services provided by Evoqua, as well as any export control restrictions existing.
- iii) Purchaser shall indemnify and hold harmless Evoqua from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Purchaser, and Purchaser shall compensate Evoqua for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Purchaser. This provision does not imply a change in burden of proof.

Goods received in good order and condition