

**Bill To Party :**

TORRENT PHARMACEUTICALS LTD  
PLOT NO. 810 & 811C, SECTOR III  
INDUSTRIAL AREA, PITHAMPUR, DIST. DHAR  
PITHAMPUR-454775  
MADHYA PRADESH-INDIA

PHONE NO :-(07292)256224/449  
FAX :-(07292)256224/449  
Web:-WWW.TORRENTPHARMA.COM  
GSTIN :-23AAACT5456A1ZT  
PAN No:-AAACT5456A  
Drug Licence No:-FORM 28:28/9/96

**PURCHASE ORDER**

<b>Supplier Details:</b> Vendor Code:104229 3D Technopack Pvt. Ltd.  Survey 8/1 Village Athal Naroli Road  Athal Dadra & Nagar Haveli Silvassa-396230 DADRA AND NAGAR HAVE GSTIN:26AAACV0142R1Z5 PAN: AAACV0142R MSME Status: UAN No: Vendor Type:Registered	<b>Shipping/Delivery Address</b> Torrent Pharmaceuticals Limited Plot No. 810 & 811C, Sector III Industrial Area, Pithampur Dist. Dhar  Pithampur-454775 Madhya Pradesh	P.O No. 4500269697 Dt:04.12.2021 PO Type: Standard PO (RM/PM) PR No.: 16634381 Dt: 02.12.2021 Purchasing Org.: PURCH ORG Central Plant: Formulation (Pithampur) Purchase Group: Packing materials
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PAYMENT TERMS: 45 days from date of receipt of material at plant / Completion of the job and service Invoice

DELIVERY TERMS : Freight & Insurance to be borne by TPL

LD Clause :

**Clause :** In case, the supplier has not deposited the tax amount to the Government timely or the same is not declared in GSTR-1 and GSTR-3 properly and timely, then the supplier will make good the loss suffered by Torrent due to the tax credit it lost in that transaction. Torrent has the right to recover tax credit loss along with consequential interest and penalty or deduct the amount equivalent to the said liabilities from his outstanding payment. Also, supplier shall mention correct HSN code under GST provision.  
**Original invoice to be submitted along with the consignment.**

Sr. No	Material No. & Description	Unit	Qty	Del. Cost/Taxcode	Rate/ Unit (INR)	Tot Value (INR)
10	Material No - 8084085 Ahaglow Moist Gel 50g, Printed tube,SL Current Spec/ Art Work No:-10114152/01 Delivery Schedule By Date Qty 02.03.2022 50,000.000 Tax Code :GST - PO purchase with ITC,IN: IGST % 18.00 %  Freight Forwarder :Maa Annapurna Transport Agency	NOS	50,000.00 0	Basic Price IN: IGST % Freight (Value JEXC) Total Landed Cost	7.080 18.00 %	354,000.00 63,720.00 40,000.00 457,720.00

<b>Total Purchase Order Value</b>	<b>INR</b>	<b>457,720.00</b>
RUPEES FOUR LAKH FIFTY-SEVEN THOUSAND SEVEN HUNDRED TWENTY		

Remarks :- Goods shall have minimum shelf life of 70 % when received by us

Net / Basic Price	P&F	CGST	SGST / UTGST	IGST	Cess	TCS	Freight	Insurance	Pur. D/N	Total Amt.
354,000.00	0.00	0.00	0.00	63,720.00	0.00	0.00	40,000.00	0.00	0.00	457,720.00

**Buyer Name:** Anilkumar Patel  
**Contact No:** 07926585090/9690

**THIS IS A COMPUTER GENERATED DOCUMENT NOT REQUIRING ANY SIGNATURE.**

## **TERMS AND CONDITION**

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**1.COMplete AGREEMENT AND ACCEPTANCE:** The terms and conditions of this purchase order ("Order") constitute the entire agreement between the parties hereto. This Order expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms or conditions proposed by the Supplier are rejected unless expressly assented to in writing by Purchaser. Changes to this Order will be binding only if the amendments are made in writing and signed by the authorised representative of the Purchaser and the Supplier. The first occurring expression of acceptance of this Order by the Supplier, including Supplier's (i) written acceptance, (ii) commencement of work on the goods or material subject to this Order (the "Goods"), (iii) shipment of the Goods, (iv) failure to object to this Order, in writing, within ten (10) days of receipt of this Order.

**2.PRICES:**Prices are firm and not subject to any price variation or escalation clause.

**3.FULLFILLMENT OF CONTYACTUAL DELIVERY PERIOD:**Time being the essence of contract the delivery dates agreed to are binding on the Supplier and no variation of the scheduled delivery dates shall be permitted except on prior written authorisation by the Purchaser.

### **4.DELIVERY INSTRUCTIONS:**

- (I) The Order number must appear on all papers and correspondence pertaining to the Order.
- (II) Separate delivery challans are required for delivery against Order. Challans must mention the challan order number. Failing those conditions may result in delayed inspection of goods and/or clearance of bills.
- (III) No delivery will be accepted after 4.00 p.m. unless confirmed otherwise.
- (IV) Payment for Goods in this Order prior to inspection shall not constitute an acceptance of goods.
- (V) Goods must be dispatched along with dispatch documents; 1) Invoice (triplicate copy)in the format as prescribed under the rules of Goods and Service Tax Act ,2) Packing list,3) Challan along with necessary documents at site..
- (VI) Delivery should be made through approved transporter or as specified by the Purchaser in the Order.
- (VII) Delayed deliveries beyond stipulated date of delivery will be accepted at the sole discretion of Purchaser and at the price as decided by Purchaser.
- (VIII) Material should be supplied from Single Batch
- (IX) Please instruct transporter to produce 1) Valid driving license, 2) RC Book, 3) PUC at main security gate while entering the vehicle into premises of the Purchaser.

**5.PACKING:**Packing list should specify item code and Description of goods as Purchase Order/Batch no/Lot no. Date of Manufacture/Expiry Date/No. of Packages/Gross weight/ Tare weight & Net Weight etc. Supplier should ensure suitable, secure and transit worthy packing of all goods supplied against order. Packing list must accompany each consignment.

### **6.QUALITY/INSPECTION/REJECTION:**

- (I) The Goods supplied against this Order must in all respect conform to Torrent's specification stated therein or as per samples approved by the Purchaser and in compliance with applicable laws. Each consignment of the material despatched by Supplier should be accompanied by a Certificate of Analysis as per Torrent's specification format. The Goods supplied will be examined as per Torrent's method of analysis and the report will be final and binding on the parties.
- (II) In case if printed packing material, the supplies should conform to specimen cards/sample approved by the Purchaser. Shade variation beyond limits agreed upon will be liable to be rejected and destroyed at our end. No Payment for such rejection will be made.
- (III) In case of rejection of any goods/service the same shall be removed within 7 days from premises of the Purchaser by the Supplier at their own cost both ways. The Purchaser do not accept any liability for any shortage, damages or deterioration of the rejected goods while lying in its store/plants if the rejected Goods are not collected by the Supplier within the aforesaid period the Purchaser shall be entitled to dispose it off without any further notice.
- (IV) In case of rejection, any advance paid shall be returned within two days along with 18% interest p.a. from the date of advance.
- (V) All rejected Goods will be replaced by Supplier if agreed upon by the Purchaser. Free of all costs including transport.
- (VI) In case of rejection if the Goods/Services supplied include any material provided by the Purchaser, the Supplier shall be liable to reimburse to the Purchaser the cost of such material provided to Supplier by the Purchaser. The testing charges at Purchaser's end for any rejection will be recovered by the Purchaser.

**7.QUANTITY/WEIGHT:**Unless otherwise stipulated weight/volume recorder at our factory shall be deemed as final. Where the nature of Goods ordered in such that certain excess/short supply is likely occur, then such excess/short supply will be acceptable up to a maximum extent of 10% of the ordered quantity. Supply in excess of the permissible limit shall be acceptable at our sole discretion and upon such terms and conditions as may, specified by the Purchaser. The same shall be to the Supplier's account.

**8.INSURANCE:**

(I) In case of F.O.R. our site price, the supplier shall insure the goods at the invoice value ( Including the cost of freight and insurance, If any) against all risk including SRCC, for the entire transit including transshipment, loading and unloading, If any.

(II) Unless otherwise mentioned transit insurance will be arranged by the Supplier on the account of the Purchaser. The Purchaser shall not be liable for any loss/damages/pilferages during transit.

(III) In case of transit insurance by the Purchaser , the Supplier must inform the Purchaser by Fax/E-mail immediately, the dispatch details including invoice, Delivery Challan, Lorry Receipt/Consignment Note to enable the Purchaser to take timely insurance, failing which any loss/damage/pilferages will be the Supplier's responsibility.

**9.CONFIDENTIALITY:**All non-public, confidential or proprietary information of the Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates or terms of this transaction, disclosed to the Supplier or any person or entity on Supplier's behalf or is accessible to Supplier/ its representatives, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed, copied or used unless authorized by the Purchaser in writing. Upon Purchaser's request, Supplier shall, at the option of the Purchaser, promptly return all documents and other materials received from Purchaser or destroy the same and submit a proof of destruction to the Purchaser. Further the Supplier agrees that the Supplier shall, use name or logo of the Purchaser, in any form or medium, only with prior written consent of the Purchaser.

**10.FORCE MAJEURE:**The Purchaser shall be under no liability to accept delivery of any Goods under this Order, if such failure to accept is due to any act of God, strikes, accidents, acts of terrorist, state enemies or any other disabling circumstance beyond the reasonable control of the Purchaser. Further, the Order, shall be liable for suspension at the request of the Purchaser in such circumstances.

**11.Company has introduced whistle blower policy to curb illegal/unethical practices followed by any of the employee of the company.:**Please refer the same, which is available on the website of the company. You are requested not to indulge into any such illegal / unethical practices while transacting with the company. In case, you found any of the employee doing such illegal / unethical practices, you are requested to inform the designated officials of the company mentioned in the said policy.

**12.TCS APPLICABLE AND CONSEQUENCE:**

According to section 206C(1H) of Income Tax Act, suppliers may levy TCS on their sales consideration as per the applicable rates enacted under the Income Tax Act.

The supplier has to deposit the collected TCS amount to government and amounts should get reflected in returns filed and certificates issued in stipulated time as prescribed under the Act. In absence, Torrent Pharmaceuticals Limited has right to recovery TCS loss along with consequential interest and penalty or deduct the amount equivalent to the said liabilities from their outstanding payment. Ensure to mention our PAN [AAACT5456A] for all the above compliances documents.

**13.GOVERNING LAW:**The terms and conditions hereunder shall be governed by, interpreted under and construed in accordance with laws of India.

**14.JURISDICTION:** Any dispute arising out of this contract shall be within exclusive jurisdiction of the Courts in Ahmedabad