

PURCHASE ORDER



3D TECHNOPACK PRIVATE LIMITED [Your Code with us - 539946] 306,JASAWANTHI LANDMARK, MEHRA COMPOUND LBS ROAD, VIKHROLI (WEST) MUMBAI 400079 India (PAN: AAACV0142R) GST NO: 26AAACV0142R1Z5				PO No. : 4000244703 PO Date : 07.04.2022 Amendment No : - Amendment Date : Quotation No/Date : Payment Terms : Due Net 60 days			
With reference to your above quotation, we request you to supply the following materials / services subject to terms and conditions mentioned.				Price Basis : Free on Road / Rail OUR LOCATION Insurance : TO YOUR ACCOUNT			

S No	Material Code Material Description Vendor Material Number	Qty (UoM)	Unit Rate (INR)	Discount % Per Qty Abs. Val	CGST/ SGST %	IGST/ UGST %	Total Value (INR)
01	150087866 HDPE Tube Vitix Gel 50ml Dom 5071 R1 HSN Code: 39239090 150087866 Delivery Schedule 05.06.2022 Delivery Qty 25.000 (TS)	25.000 (TS)	8,080.00 Per 1 TS		-	IGST 18.00	202,000.00

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Special Instructions : Please submit COA indicating all required details. It is mandatory that details of "manufacturing & expiry dates" are captured in the COA/containers/packages. Payment will not be made without receipt of COA.	Terms	%	Amount
	Discount	-	-
	P & F	-	-
	WCT/Others		-
	Freight		
	Insurance	-	-
	CGST		
	SGST		
	IGST/UGST	18.00	36,360.00
	Total PO Value (INR)		238,360.00

Goods Supplier Details: GST NO:	Hyderabad-501401,, GST NO: 36AAACD7999Q1ZL Delivery Address: Archeesh Healthcare Pvt. Ltd Plot No.: 12 to 29 , Gundla pochampally Hyderabad-501401,Telangana,India GST NO: 36AAACD7999Q1ZL	for Dr. Reddy's Laboratories Ltd.
		Authorised Signatory
	Drug License No:	

Annexure (Manufacturer Address Details)

S No	Material Code / Material Description	Address details
1	150087866 HDPE Tube Vitix Gel 50ml Dom 5071 R1	3D Technopack Private Limited Survey No ,8/1, Village Athal SILVASSA 396290 Dadra und Nagar Hav. India

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Note: 1.All Invoices & Delivery challans are to be typewritten and no hand written will be accepted.

2.Any error in the purchase order should be notified to the respective buyer before supply of the material.

TERMS AND CONDITIONS

1. GENERAL

The terms and conditions contained herein below (Terms) shall govern this Purchase Order issued to the Supplier (as mentioned herein) for supply of goods / raw materials/ products, as fully described in this Purchase Order (Goods), to Dr. Reddy's Laboratories Ltd. (Dr. Reddy's). Hereinafter, Dr. Reddy's and the Supplier shall be collectively referred to as the 'Parties' and individually referred to as (Party).

2. EXECUTABLE ORDER

- 2.1. This Purchase Order shall be executed immediately on receipt hereof by the Supplier. Supplier shall be deemed to have received the Purchase Order within two days from dispatch of Purchase Order by ordinary post to the last available address or release of the Purchase Order through Vikreta Connect Portal of Dr. Reddy's. Time is of the essence for this Purchase Order.
- 2.2. The receipt of Purchase Order by the Supplier shall be deemed as un-conditional acceptance of the price and the Terms by the Supplier.
- 2.3. The Terms shall supersede and prevail over all earlier negotiations/ documentation and shall represent the final and concluded agreement between Dr. Reddy's and the Supplier. No modifications or alterations hereof shall be permissible without the specific written consent of Dr. Reddy's. Provided that Dr. Reddy's shall be entitled at any time hereafter to amend, alter, modify or cancel the order placed hereunder.

3. GOODS

- 3.1. Goods supplied by Supplier shall be as per the quality, quantity and specifications mentioned in this Purchase Order and Quality Agreement, if any, entered between Parties (Specifications). Before commencement of bulk production of any Goods, the Supplier shall obtain prior written approval of Dr. Reddy's in respect of the samples of Goods to be supplied to Dr. Reddy's.
- 3.2. Goods shall be preferably supplied from one single batch and shall be accompanied by the relevant analytical report, method of analysis followed by the Supplier and safety data for the Goods, if applicable, shall be forwarded if the Goods are supplied to Dr. Reddy's for the first time against this Purchase Order.
- 3.3. The Goods shall have a minimum shelf life of 80% or as mentioned in this Purchase Order, at the time of dispatch. If the Goods does not comply with Specifications and shelf life, Dr. Reddy's reserves their right to reject and return the Goods immediately, at the cost and risk of the Supplier.

4. PRICE

- 4.1. Price accepted by Dr. Reddy's and mentioned in this Purchase Order (Price) shall be fixed and final. There shall be no modification to Price without written approval of Dr. Reddy's.
- 4.2. Unless expressly mentioned in this Purchase Order, the Price shall include delivery charges and all containers and packing cases and Dr. Reddy's shall be under no obligation to pay for or return the same at any point of time hereafter.
- 4.3. Unless otherwise agreed in writing by Dr. Reddy's, all payments shall be made by way of cheque /Demand Draft/Inland LC/Wire transfer (EFT) or against the documents through bank or in such method as mentioned in the Purchase Order.
- 4.4. The Price agreed shall be paid as per the payment terms mentioned in this Purchase Order.

5. DELIVERY TERMS

- 5.1. The Goods shall be delivered, at the delivery location (Delivery Location) and as per the delivery terms or Incoterms, as mentioned in this Purchase Order. Incoterms shall mean International Chamber of Commerce INCOTERMS 2020 or any other Incoterm as may be mutually agreed by the Parties.
- 5.2. All deliveries of Goods shall be accompanied by relative GST invoice and freight bill, if applicable. Goods will be accepted by Dr. Reddy's between 9:00 hours to 16:00 hours on working days at the delivery point indicated in the Purchase Order.
- 5.3. GST should be charged on actual as per applicable tax laws and GST invoice shall be provided wherever applicable. Supplier shall file GSTR-1 within the stipulated time, failing which Dr. Reddy's shall be entitled to deduct the GST amount so lost by Dr. Reddy's from any payment due to the Supplier. The Supplier shall be liable to reimburse Dr. Reddy's with interest, In Relation to any penalty arising out of deviation on the GST amount and non-adherence with the applicable tax laws.
- 5.4. Supplier has to create advance shipping note (ASN) before dispatching the Goods.
- 5.5. Gate pass and/ or any other document required under law shall be provided by the Supplier along with the Goods. .

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<p>5.6. Delivery Time:</p> <p>(a) Goods shall be delivered within the delivery date mentioned in this Purchase Order or as per the delivery schedule mentioned in the Purchase Order (Delivery Schedule), the date for delivery being the last date by which the Goods shall reach Dr. Reddy's at the Delivery Location.</p> <p>(b) In the event of delay in delivery of Goods beyond the Delivery Schedule:, Dr. Reddy's, at its discretion:</p> <p>(i) May immediately cancel/ terminate the Order by written/oral notice, communicated to the last known address of the Supplier; and/ or</p> <p>(ii) May levy delay liquidated damages as reasonable compensation, for each day delay occasioned on account of the inability of the Supplier to deliver the Goods as per the Delivery Schedule and for such number of days as is required by Dr. Reddy's to procure the Goods of the appropriate quality and quantity from a third party. The Supplier shall also be liable to pay the difference between the price at which such Goods are procured from a third party and also an amount to compensate Dr. Reddy's for any other loss or injury suffered by Dr. Reddy's as the direct consequence of such default, which the Parties hereto have mutually agreed to and shall be bound by in respect of the transaction covered hereunder; and/ or</p> <p>(iii) May, as an additional remedy, pre-pone or postpone delivery of the Goods, at any time.</p> <p>(c) Dr. Reddy's shall be under no obligation to accept the deliveries of the Goods hereunder even when the failure on the part of the Supplier to supply the Goods as per the Delivery Schedule is due to any unforeseen event which may include an act of God or of a public enemy, fire, earth-quake, floods, epidemic,pandemic,government orders,strikes,lockouts,labour trouble, transportation embargoes and/or any such other causes or acts, whatsoever, beyond the control of Dr. Reddy's.</p> <p>5.7. Documents to be provided during Delivery of Goods:</p> <p>a. GST / Tax Invoice</p> <p>b. E-Way Bill</p> <p>c. Packing Details, including, number of packages, batch number, quantity, seal number, weight particulars,</p> <p>d. Certificate of Analysis, if applicable</p> <p>e. Material Safety Data Sheet, if applicable</p> <p>6. PACKING</p> <p>6.1. Goods shall be packed in original sealed intact drums and/or as per current good industry practice as per the requirement of the relevant Goods.</p> <p>6.2. All individual packages should bear the label clearly indicating:-</p> <p>(1) Name of the manufacturer</p> <p>(2) Contents</p> <p>(3) Grade of material (i.e., I.P, Tech, Commercial, AR, LR, etc.)</p> <p>(4) Gross and net weights/volume</p> <p>(5) Batch number</p> <p>(6) Manufacturing Date and Expiry date, if any</p> <p>(7) Consignee's name and Address</p> <p>(8) Dimension of the packing boxes.</p> <p>(9) Any other details as may be instructed by Dr. Reddy's</p> <p>6.3. In the event of any transit damages, due to improper/inappropriate packaging by the Supplier, Dr. Reddy's reserves the right to reject and return the Goods at the cost and risk of the Supplier, who shall provide replacement of the Goods within such time as may be reasonably instructed by Dr. Reddy's</p> <p>6.4. If Goods are supplied in pallets, all the small packages which are kept in the pallets should contain copies of packing list. Supplier shall send a consolidated packing list for all items supplied duly indicating number of packages, item details, quantities, sizes of packages / pallets, weight of each package / pallet and other relevant information.</p> <p>7. INSPECTION</p> <p>7.1. The Goods received by Dr. Reddy's shall be subject to inspection and approval at the Delivery Location. Inspection by Dr.Reddy's shall in no way relieve the Supplier of its responsibility in respect of defects in the Goods and or/workmanship and of its unconditional obligation to ensure that the Goods are fit for the use and purposes intended or for use in tests and for the delivery of the Goods in accordance with the specification since given or agreed upon with the Supplier.</p>	

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<p>7.2. If the Goods do not comply with Specifications, Quality Agreement (if any) and shelf life (if applicable), Dr. Reddy's reserves its right to reject and return at cost/risk of the Supplier. The decision of Dr. Reddy's with respect to approval and/or rejection shall be final and binding on the Supplier.</p> <p>8. INVOICES FOR PAYMENTS</p> <p>8.1. Digitally Signed Invoices to be uploaded mandatorily: The Suppliers are required to ensure that all invoices are digitally signed and mandatorily upload them on Vikreta Connect only.</p> <p>8.2. Further, all the Suppliers are required to share the digitally signed invoices with the Company within seven working days, in order to enable the Company to take applicable credit under the provisions of GST. Interest would be charged as per the GST Law by DRL to the Supplier, in case an invoice is not submitted by the Supplier as aforementioned.</p> <p>8.3. Invoice: The suppliers must ensure that wherever the suppliers are covered under e-invoicing provision, such suppliers must furnish e-invoice with IRN and QR code. Other suppliers must furnish digitally signed invoice.</p> <p>8.4. Submission of invoice : E-invoices & digitally signed invoices as stated above must be uploaded on Vikreta Connect portal of Dr.Reddy's. Suppliers must ensure that invoices other than E invoices/ digitally signed invoices are submitted to Dr.Reddy's immediately post issue of such invoice.</p> <p>8.5. HSN Code & GST Rate: Suppliers are required to raise their invoice with HSN Code & GST rate as mentioned in PO.</p> <p>In case of failure on the part of Supplier</p> <p>(i) To raise a valid invoice and submission of the same to Dr.Reddy's in time or</p> <p>(ii) Submission of invoice with HSN code/ GST rate different from PO,</p> <p>Results in loss of GST input tax credit to Dr.Reddy's, the suppliers will be liable to compensate Dr.Reddy's such loss along with interest thereon.</p> <p>Dr. Reddy's Laboratories Ltd., Central Mail Room, 6-3-865, 3rd Floor, My Home Jupally Complex, Ameerpet, Hyderabad 500 016, Telangana, India.</p> <p>An advance copy of the bill presented to the Bank shall be delivered to Dr. Reddy's immediately after dispatch, whenever applicable.</p> <p>For any payment related query, please contact payables help desk, whose contact details are given below:- E Mail ID: payableshelpdesk@drreddys.com Phone No +91 40 - 4340 5555</p> <p>9. INSURANCE</p> <p>Unless otherwise expressly provided in the Purchase Order, Insurance shall be covered by Dr. Reddy's against open policy. The Supplier shall provide the necessary details and particulars of carrier receipt to Dr. Reddy's in writing immediately on handing over the Goods to the carrier in order to enable Dr. Reddy's to effect insurance and other appropriate coverages to secure the Goods. The actual physical receipt of the consignee copy of the lorry receipt by Dr. Reddy's, shall be construed as the delivery of the title in the Goods to Dr. Reddy's, which shall be subject to these terms and conditions, insofar as physical verification of the Goods, as and when received by Dr. Reddy's is concerned.</p> <p>10. BLOCKS/DIES</p> <p>All blueprints, blocks, artworks, dies, packing material supplied/provided by Dr. Reddy's to the Supplier shall be the property of the Dr.Reddy's The</p>	

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<p>supplier shall return all such property to Dr.Reddy#s at anytime on demand.</p> <p>Dr.Reddy's may at any time by written order make changes in the drawings, designs or specifications applicable to the Goods covered by this Purchase Order and also reserves the right to cancel the Purchase Order or any part thereof, at any time, without assigning any reason thereof.</p> <p>11.INDEMNITY</p> <p>Supplier for itself and on behalf of its employees, directors, representatives hereby irrevocably agrees to indemnify, defend and hold harmless Dr. Reddy#s and its clients (including each of their respective officers, directors, and employees) from and against all costs, expenses, claims, judgments, penalties, liabilities, fees, losses and damages (including reasonable attorneys# fees and court expenses) (Claims) based upon any claim, suit or action arising out of from or by reason of any breach or of: (i) breach of obligations, representations, warranties or covenants herein in this Purchase Order; (ii) any defect whether latent or otherwise in the Goods attributable to manufacturing or any non-conformance of Specification by Supplier or (iii) any claims arising due to non-conformance of Specifications or manufacturing defect by Supplier; (iv) sickness, disease, death or bodily injury to person during to performance of obligation under this Purchase Order by Supplier; (v) loss of or physical damage to property of any person during performance of its obligations under the Purchase Order by Supplier; or (vi) any third Party claim challenging the intellectual property rights or any other claims arising out of the acts and omissions by the Supplier.</p> <p>12. LIMITATION OF LIABILITY</p> <p>Dr.Reddy#s total liability to supplier for all claims or suits of any kind, whether based upon contract, tort (including negligence), warranty, strict liability, or otherwise, for any losses, damages, costs, or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this Purchase Order shall, under no circumstances, exceed the price set forth on the face of this Purchase Order. Dr.Reddy#s shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs or expenses whatsoever even if Dr.Reddy#s has been advised of the possibility of same.</p> <p>13.INTELLECTUAL PROPERTY RIGHT</p> <p>13.1 Supplier hereby grants to Dr.Reddy#s, a non-exclusive, perpetual, irrevocable royalty-free and transferable license to use the intellectual property right of Supplier/ manufacturer in Goods and any documentation and other supplies provided by Supplier to Dr. Reddy#s under or in connection with this Purchase Order, to the extent necessary for the purpose of this Purchase Order.</p> <p>13.2. Supplier warrants that the Goods do not violate or infringe any rights including intellectual property rights of any person, firm or corporation;</p> <p>13.3 Dr.Reddy#s shall be indemnified and shall remain indemnified by Supplier against any infringement of any third party intellectual property rights of the Goods.</p> <p>14. CONFIDENTIALITY</p> <p>The Supplier acknowledges that for the purpose of this transaction under this Purchase Order, it may be necessary for Dr.Reddy#s to disclose to Supplier, orally, in writing or in any other tangible or intangible form, technical information, including but not limited to, business information or any other information of Dr.Reddy#s (Dr.Reddy#s Information) All Dr.Reddy#s Information is deemed to be highly confidential. Supplier agrees not to disclose any Dr.Reddy#s Information to any third party (except to Supplier's employees, its affiliates and sister companies, on a strictly need to know basis and under written terms of confidentiality at least as protective as those in this clause) without the prior express written consent of Dr.Reddy#s and not to use Dr.Reddy#s Information for any purpose other than strictly for the execution of this Purchase Order. These restrictions upon disclosure and use of Dr.Reddy#s Information shall remain in force for perpetuity. All information provided by Dr.Reddy#s to the Supplier shall, at all times, remain the sole and exclusive property of Dr.Reddy#s</p> <p>15. DEFICIENCY IN GOODS</p> <p>Any deficiency in the Goods supplied by the Supplier shall entitle Dr.Reddy's to summarily reject the Goods and the Supplier shall be liable to</p>	

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<p>remove such rejected Goods at its own expense within a week from the date of intimation of such rejection. Failure to do so, shall result in such rejected Goods being destroyed/disposed of by Dr.Reddy's and the sale proceeds if any received therefore shall be remitted to the Supplier after taking into account all costs incurred by Dr.Reddy's for disposing the Goods. Dr.Reddy's shall not be liable to make payment against such defective Goods. The cost of freight and other incidental expenses incurred by Dr.Reddy's in relation to such defective Goods shall be payable by the Supplier to Dr.Reddy's on demand. In case of failure to refund such expenses within fifteen days of such written demand being served on the Supplier, Dr.Reddy's shall be entitled to charge interest at the rate of 18% per annum thereon.</p>	
16. SOCIAL ACCOUNTABILITY CLAUSE	
<p>16.1 In addition to the terms agreed in the Purchase Order, the Supplier agrees that it has reviewed Dr.Reddy's Supplier Code of Conduct (Code) on social accountability, which is available at Supplier interface portal https://vikretaconnect.mydrreddys.com as well as on www.drreddys.com and hereby undertakes to strictly abide by the same. In the event of any breach of the Code, Dr.Reddy's may, at its option, terminate the Purchase Order for which the Supplier shall be solely liable for all the costs and any consequences arising thereof.</p>	
<p>16.2 Adherence to Social Standards # Social Accountability SA8000. Dr.Reddy's is committed by itself and requires the Suppliers to take active ethical and social responsibility in line with the SA8000 of the Social Accountability International (SAI). This standard comprises compliance with legal regulations, prevention of child and forced labour as well as discrimination and disciplinary sanctions, respect of human rights as proclaimed by the United Nations, ensuring a safe and healthy work environment, promoting employee participation, compliance with regular working hours and a fair remuneration. For any non-adherence of the SA8000, Dr.Reddy's may at its option, terminate the Purchase Order for which the Supplier shall be solely liable for all the costs and any consequences arising thereof.</p>	
17. ANTI-BRIBERY	
<p>Supplier agrees that in connection with performance of this Purchase Order or activities under this Purchase Order, the Supplier or any of its personnel, agents, officers, director, sub-contractors ('Representatives') or any third parties associated with the Supplier in relation with supply of Goods Under this Purchase Order, shall not make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties for the improper purpose of influencing or inducing or as a reward for any act, omission or decision to secure an improper advantage or to improperly assist the Supplier or Dr Reddy's in obtaining or retaining business. It shall always comply with the Dr. Reddy's Supplier Code of Conduct and anti-bribery provisions followed globally, including but not limited to, Prevention of Corruption Act, 1988 in India; US Foreign Corrupt Practices Act of 1977; UK Bribery Act, 2010; European Union anti-bribery regulations.</p>	
<p>18. Supplier shall comply with their respective obligations under applicable data privacy laws in respect to processing personal data. In the event of a breach of personal data, Supplier shall provide Dr. Reddy's a written notification of the breach within forty eight (48) hours of becoming aware of the breach and shall fully cooperate with Dr. Reddy's in handling the breach.</p>	
19. ARBITRATION:	
<p>All the disputes or differences whatsoever arising between the Parties as to the construction, meaning and operation of the Purchase Order and the terms and conditions herein shall be settled by arbitration conducted under the Arbitration and Conciliation Act, 1996 along with its subsequent amendments.</p>	
<p>The arbitration proceedings shall be conducted by a sole arbitrator appointed as per the Arbitration and Conciliation Act, 1996. The Arbitrator's decision shall be final and binding on both the Parties. The proceedings of the Arbitration shall be in English and the venue of arbitration shall be in Hyderabad, Telangana. The Courts of Hyderabad shall have jurisdiction.</p>	
20. GOVERNING LAW	
<p>This Purchase Order shall be governed by the laws of Republic of India.</p>	
21. MISCELLANEOUS	
<p>21.1 Entire agreement: This Purchase Order, together with its Schedules (if any), constitutes the entire agreement between the Parties with</p>	

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<div>respect to the subject matter, and supersedes all prior oral or written arrangements and understandings between the Parties.</div> <div>21.2 Conflict: These Terms shall govern the purchase of Goods specified in this Purchase Order. However, if Dr.Reddy#sand Supplier have signed, executed and entered into a separate and specific contract or agreement in relation to the subject matter of this Purchase Order specifically intending and agreeing that the Parties shall be governed and bound by the terms and conditions of such specific contract or agreement only and not these Terms, then the terms and conditions of such contract or agreement shall prevail and override these Terms, to the extent mutually agreed.</div> <div>21.3 Variation: No modification or amendment of this Purchase Order and no waiver of any of the Terms shall be valid or binding unless made in writing and duly executed by the Parties.</div> <div>22. ORDER CANCELLATION / TERMINATION: Dr Reddy#s reserves the rightto cancel this Purchase Order in case of any change in the market scenario environment and for any reasons which are that is beyond its control. Supplier will not be entitled to any compensation if Supplier has not proceeded with any manufacturing/fabrication. In case the Supplier has started to manufacture the Goods as per the terms of this Purchase Order, the Parties shall perform a joint inspection to determine the irreversible amount spent by the Supplier and based on the extent of progress, the Parties will mutually discuss and finalize the consequences, if any. Dr Reddy#s may, at its discretion,decide to either lift the material or reimburse the irreversible amount spent by Supplier.</div> <div>Dr.Reddy#s Laboratories Ltd. Global Supply Chain, New GDC 1st Floor Sy.No:41,Bachupally Village, Qutubullapur Mandal, Ranga Reddy District, Hyderabad - 500 090, Telangana, India.</div> <div>Stage Wise Payments as per Annexure :</div> <div>Buyer's Address : Buyer's Name - Gaurav Annasaheb Sanap</div> <div>Dr.Reddy#s Laboratories Ltd. Global Distribution Centre Survey No. 41, Bachupally Qutubullapur, R.R.District Hyderabad # 500 090 Tel- +91 40 4464 5593 Email ID : GauravAnnasahebSanap@drreddys.com</div> <div>"Dr Reddy#s is committed to providing you with professional business partnering experience premised upon mutual trust and cooperation and governed by the strictest anti-graft policies. If you have concerns regarding your official and related dealings with any Dr. Reddy#s person, then you are welcome to share your concerns by speaking to or anonymously writing a compliant to our chief compliance officer at +91 40 4900 2000 or complianceofficer@drreddys.com. Dr. Reddy#s guarantees complete anonymity and shall safeguard your interests against any form of retaliation. Dr. Reddy#s shall inquire into all complaints received and shall always ensure fair dealing based entirely upon the quality, price competitiveness and standards of products supplied or services provided"</div> <div>Unless otherwise specifically stated, please send original invoice in duplicate, duly indicating our Order No. to the following address :-</div>	

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<div>Dr. Reddy's Laboratories Ltd., Central Mail Room, 6-3-865, 3rd Floor, My Home Jupally Complex, Ameerpet, Hyderabad 500 016, A.P., India</div> <div>If payment is not received as per payment terms specified in this purchase order, please contact payables help desk, whose contact details are given below :-</div> <div>E Mail ID payableshelpdesk@drreddys.com Phone No +91 40 - 4340 5546 +91 40 - 4340 5547 +91 40 - 4340 5548 +91 40 - 4340 5550</div>	