

		<b>BILL TO:</b> <b>ABBOTT HEALTHCARE PRIVATE LIMITED</b> FLOOR 18, GODREJ BKC PLOT NO. C # 68, BKC, NEAR MCA CLUB, BANDRA (E) MUMBAI MUMBAI-400051 Maharashtra India		<b>ABBOTT Domestic PO</b>  <b>ORDER NO: 5600052504</b>			
CIN:U24200MH1997PTC104834				<b>Date:</b> 30.06.2022		Page 1 of 3	
<b>Supplier:</b> 10002830 3D TECHNOPACK PRIVATE LIMITED SURVEY NO.8/1,VILLAGE - ATHAL ,NAROLI ROAD,ATHAL, . SILVASSA-396230 Telephone:022 6180 5333 Email		<b>Ship To:</b> 1102 AHPL - I & D MDC # Andheri XXXX PLOT NO. 113, MAROL INDUSTRIAL AREA,,NO.15, MIDC, ANDHERI EAST, Mumbai-400093		<b>Bill To:</b> <b>GSTIN:</b> 27AAACK3935D1ZS <b>Drug Licence No:</b>  <b>Ship To:</b> <b>GSTIN:</b> 27AAACK3935D1ZS <b>Drug Licence No:</b>  <b>Supplier GSTIN:</b> 26AAACV0142R1Z5			
We are pleased to place an order for the supply of the following materials subject to the terms and conditions							
Sr.No.	Item Code	Description	HSN/SAC	Quantity	UoM	Unit Rate Per UoM/Pack	Delivery By
10		19mm dia Long nozzle tube with screw* 3D Technopack  Description: 19mm dia Long nozzle tube with screw on cap Req No.:7000212880 Requester:sherin Net Price: 38,500.00 Freight 5% 1,925.00 IN: Integrated GST 18% 6,930.00		7,000.00	NOS	5.50 INR	07.07.2022
20		25mm dia long nozzle tube with screw* 3D Technopack  Description: 25mm dia long nozzle tube with screw on cap  Req No.:7000212880 Requester:sherin Net Price: 45,500.00 Freight 5% 2,275.00 IN: Integrated GST 18% 8,190.00		7,000.00	NOS	6.50 INR	07.07.2022
<b>Amount in words: ONE LAKH THREE THOUSAND THREE HUNDRED TWENTY RUPEES</b>						<b>Total Value INR</b>	<b>103,320.00</b>

Payment Terms: 30 DAYS

**Special Instructions:**

"Material as per Approved specification, make and drawing .Vendor will send material along with test reports ,certificates and documents as per AHPL guidelines. Vendor will send material along with E way bill as per Govt notification on Door Delivery Basis only. As per list issued by NIC. e-invoicing is compulsory for you. Accordingly. we request for a valid e-invoice having IRN and QR code issued by Govt to enable us availing ITC and process your payment.

Freight at actuals.

**Special Terms:**

**FOR ABBOTT HEALTHCARE PRIVATE LIMITED**



**AUTHORISED SIGNATORY**

#### TERMS AND CONDITIONS:

The Material or services specified in this PURCHASE ORDER(PO)are ordered, subject to the following terms and conditions and are in addition to instructions and specifications on the PURCHASE ORDER (PO).

1. "Abbott" means Abbott Healthcare Pvt. Ltd. or any specified subsidiary of Abbott Healthcare Pvt. Ltd. Abbott Healthcare Pvt. Ltd., reserves the right to extend the terms of this PO to any of its subsidiaries. Terms and conditions contained in any Abbott purchase form used in conjunction with this PO are incorporated herein by express reference.
2. The Materials or services specified in this PO are subject to the following terms & conditions & are in addition to the instructions & specifications on the PO.
3. Vendor makes all warranties contained in the Uniform Commercial Code and in addition vendor warrants and represents that the materials and/or services described herein shall be of the quality and specifications stated herein. Said materials shall be free from all defects in design and workmanship. All purchases are subject to inspection and rejection notwithstanding prior payment Rejected material will be returned at Vendor's expense for transportation both ways and all related labour and packing costs. No goods returned as defective shall be replaced without the written permission of an authorized agent of Abbott.
4. Vendor hereby agrees to indemnify and hold harmless Abbott from all losses, liability, damages and/or expenses which may be sustained or claimed against Abbott(i) arising out of the use of negligent services or defective material hereby ordered; (ii) arising from injury to vendor employees while in the course of providing services or materials to Abbott; or (iii) arising from vendor's use of automobiles, trucks, heavy equipment, or other vehicles in the course of providing services or materials to Abbott Vendor shall at the request of Abbott defend any such claim, action, or lawsuit
5. Vendor warrants that the prices set forth herein are as low as any net price now given by Vendor to any other customer for like materials and quantity and agrees that if during the term of this PO lower net prices are quoted to anyone for similar materials such lower net prices shall be from that time substituted for the prices contained herein. The price negotiated and agreed between the company and the Vendor will be paid for the quantity actually found to be received by the Company. No incidental expenses, delivery charges, cartage etc, will be paid, unless agreed by Abbott in writing. Free delivery of all materials shall be made at the point of delivery specified.
6. If during the term of this PO Abbott is able to purchase products of the quality and in the quantities herein specified and upon like terms and conditions at a price lower than the price stated herein, Vendor upon receipt of satisfactory written evidence of same shall, at its option, meet such lower price or permit Abbott to purchase the undelivered portion hereunder at such lower price. The quantity so purchased by Abbott from others shall be deducted from the quantity covered by this PO.
7. Vendor warrants that the goods sold hereunder and every element thereof, the method of manufacture thereof, and the use of such goods in the customary manner or in a manner suggested or recommended by Vendor or in a manner intended by Abbott and which is known to Vendor do not infringe on any patent, trademark, design or copyright and agrees to indemnify and hold harmless Abbott and its employees against any damages, liability, cost or expense, including reasonable attorney's fees, resulting from any claim or proceeding alleging such infringement, provided Abbott gives Vendor notice thereof and permits Vendor, it so elects, to enter and defend, settle, or otherwise terminate such claim or proceedings.
8. Vendor agrees to hold in confidence all methods, processes, techniques, shop practices, formulae, compounds, compositions, organisms, equipment, designs, drawings, blueprints, specifications, research data, marketing and sales information, customer lists, plans and information provided or know-how and trade secrets owned by Abbott or in Abbott's possession and disclosed to Vendor as a result of this order. Until such information has been published or disclosed to the general public, vendor agrees not to use such information for itself or others or to disclose such information to others and then only with Abbott's prior written consent.
9. Vendor warrants that all materials furnished under this PO, when used by Abbott in the ordinary manner for which they are intended, shall not violate the provisions of the Occupational Safety and Health Laws or any standards or regulations issued there under.
10. Delivery time is the essence of the contract. Delivery of the entire quantity ordered should be completed in one lot. Quantity delivered in case of raw Materials, packing materials and finished goods should not exceed more than 10% of the order quantity.
11. In case of bulk orders, to be supplied over a period, deliveries shall be made at such intervals and in such quantities as we may specify from time to time. Each such delivery will be considered as a separate contract. Abbott are under no obligation to accept goods not delivered as per schedule given by us.
12. In case of delay in supply of be goods in one lot or of any instalment in case of supply in instalments, Abbott reserve the right to cancel, modify or change the order, in relation to whole or part of the goods remaining undelivered and / or to claim damages for loss, expenses etc. Abbott also reserves the right to himself to purchase the goods in the open market and to charge the Vendor with any loss incurred as a result thereof. Abbott may at any time postpone delivery of any of the articles ordered herein for a reasonable time.
13. Further Abbott may cancel or suspend the order without liability if such cancellation or suspension is caused by non-compliance of any law, regulation, request or imminent action by any government entity.
14. Vendor shall promptly notify Abbott if Vendor decides or is forced to cease its operations or to discontinue the manufacture of supply of the materials ordered hereunder. In such event, Abbott may, to the extend possible, purchase additional materials from Vendor under this PO in order to meet Abbott's needs for such materials.
15. Cash discounts, if any, shall be computed as commencing with receipt of the invoice or materials, whichever is later.
16. Vendor guarantees that no article delivered hereunder is adulterated or misbranded within the meaning of the Drugs &Cosmetics Act 1940 & The Prevention of Food Adulteration Act 1954, & Rules made hereunder or within the meaning of any applicable state or municipal laws.
17. Any other statement, notice or agreement to the contrary, notwithstanding, any written acknowledgment of this PO or the shipment of any material or the furnishing of any services pursuant to this PO shall constitute acceptance by Vendor of each and all of the expressed terms and conditions stated herein and on the face hereof. This PO shall constitute the entire agreement between the Vendor and Abbott. It may not be modified without prior written acceptance from any authorized buyer of Abbott. There maybe no substitutes, or variations from specifications or instructions or partial shipments, without prior written approval from an authorized buyer of Abbott. In any or all of the terms and conditions contained herein are not acceptable, THE VENDOR SHALL ADVISE ABBOTT IN WRITING upon receipt of this order and shall withhold shipment until the matter is adjusted.
18. The validity and interpretation of the agreement between Abbott and the Vendor shall include the terms and conditions of this PO and shall be governed by the laws applicable in India. All matters, claims and disputes, in respect of the order or the transaction herein shall be subject to the jurisdiction of courts in Mumbai.

19. Taxes as applicable at the time of supply should be charged in full, if not included the price Abbott accepts no liability for taxes not charged or undercharged at the time of supply. Wherever applicable, excise gate pass should accompany the consignment.

20. PO reference must be quoted on all challans, invoices etc.

21. Deliveries accepted up to 4.30 pm only on working days.

22. Weights and quality as established by buyer shall be final.

23. Abbott may at any time by written order make changes in drawings and specifications, require additional work or direct the omission of work covered by this PO. If such charges cause an increase or decrease in the amount due hereunder or in the time required for performance, an equitable adjustment shall be made and this PO shall be modified in writing. Any claim for adjustment under this provision must be asserted and this PO shall be modified in writing. Any claim for adjustment under this provision must be asserted within 15 days from the date the change is ordered and the amount of such claim must be stated in writing within 15 days thereafter.

24. Bills in duplicate should be forwarded to the Works Accounts Department along with, photocopy of tax invoice wherever applicable and a copy of delivery Chelan. Incomplete or wrongly made out bills are likely to be held up for payment. Separate bills must be made for each order and supply. Unless confirmed by the company, the bills will normally be paid after 30 days of the receipt of the supply. All Abbott property e.g. Blocks, artworks, should be returned to Abbott along with the bills.

25. Waiver by Abbott of any of our rights under these conditions shall not preclude us from acting upon any breach of failure on the part of the vendor in fulfilment of any contract or order.

26. It shall be the sole discretion of Abbott to levy penalty on the vendor for consignment delivered after period of 7 days from the date of delivery confirmation and submission of job specification. Further Abbott shall be its own discretion to levy penalty if the consignment does not adhere to quality specs as approved and the vendor shall not be entitled to any remuneration whatsoever.

27. The vendor shall not under any circumstances transport Abbott's consignment in a vehicle carrying hazardous chemicals and if vendor does so, it shall be doing so at its own risk, cost and consequences there off.

28. Taxes as applicable at the time of supply should be charged in full separately as per GST Rules. Abbott shall not be responsible for any liability for taxes, interest or penalty arising out of incorrect taxes charged or undercharged in the invoice at the time of supply due to any reason whether on account of incorrect HSN classification of products, incorrect rate or otherwise.

#### **ALL WARRANTIES HEREUNDER SHALL ALSO BE CONSTRUED AS CONDITIONS**

29. #As regards payments to vendors classified under the Micro, Small and Medium Enterprises Development Act, 2006, the payment of the invoice shall be made in accordance with the provisions of the Micro, Small and Medium Enterprises Development Act, 2006.#

The Supplier hereby agrees to take the full responsibility of notifying the Company if the Supplier is qualified or gets qualified during the Term of this Agreement as a Micro, Small or Medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 (#MSME Act#). To comply with the above requirement, the Supplier is required to notify the Company in writing within 15 (fifteen) days of applying or getting covered under the ambit of the MSME Act as mentioned above. The Supplier further acknowledges that in the event it fails to comply with the aforementioned requirement, the Company shall assume that the Supplier does not fall under the ambit of the MSME Act to the extent provided above.

30. Your invoice shall be processed for payment on the assumption that below conditions are strictly adhered by you:

a. You have filed your outward return (GSTR-1) by 11th of following month in which the invoice is raised, by including the invoice/s raised on Abbott; and

b. You have paid your GST liability in timely manner and have filed your GSTR-3B by 20th of following month in which the invoice is raised by you on Abbott

c. You have raised an e-invoice which has a valid IRN of 64 digit and QR code provided by Govt. In case the e-invoice is not applicable to you, you have to declare on your invoice that #E-Invoicing doesn't apply to us due to Threshold limit#.

31. In absence of any of the above, i.e. (a) if you have not filed your GST returns, within timelines, by including the invoices raised by you on Abbott or (b) if you have not paid GST in timely manner or (c) if your invoices don't have a valid IRN /QR code, we won't be able to process your invoice for payment. You will be liable to make good any loss to Abbott arising out of the lapse on your part in this regard and the said loss shall be recovered from you along with interest of 18% p.a and penalty, if any.