



## STANDARD TERMS & CONDITIONS OF PURCHASE ORDER

### 1. Acceptance and Definitions:

Each Purchase Order placed by buyer for goods and/or services is subject to these standard purchase terms and the terms of the applicable Purchase Order and is conditional upon Supplier's agreement to such terms. Supplier shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order, delivering the goods, and/or performing the services. Any provisions or conditions of the supplier's sales contract/quotation, which are in any way inconsistent with or in addition to these terms and conditions shall not be binding on buyer and shall not be applicable. The Purchase Order does not constitute a firm offer and may be revoked at any time prior to acceptance by the buyer.

In these Standard Terms & Conditions, the following definitions shall apply:

- (i) **"Purchase Order"** means a written or electronic document issued by the Buyer to the Supplier, specifying the goods and/or services to be provided, including descriptions, quantities, prices, delivery dates, and other relevant terms.
- (ii) **"Agreement"** means the (a) these Standard Purchase Terms; (b) the applicable Purchase Order; and (c) any Specifications or other documents expressly referenced in the Purchase Order.
- (iii) **"Buyer"** means Stemz Healthcare Private Limited or its Group Company(s), or its Affiliates that has issued the Purchase Order.
- (iv) **"Deliverable"** means any deliverable or other product or result from Services that is referred to in a Purchase Order, and any related materials, data, documentation, and includes any Intellectual Property Rights developed by Supplier pursuant to such Purchase Order.
- (v) **"Delivery Date"** means the date of delivery for Goods or performance of Services as specified in a Purchase Order.
- (vi) **"Goods"** means the goods that are required to be delivered by Supplier pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
- (vii) **"Group Company"** means STEMZ group of companies and any legal entity from time to time (1) in which Buyer (or one or more of its holding or subsidiary companies, or subsequent holding or subsidiary companies of

such entity) owns at least fifty percent (50%) or more of the voting shares or (2) over which Buyer (or one of its holding or subsidiary companies, or a subsequent holding or subsidiary company of such entity) either directly or indirectly exercises management control, even though it may own less than fifty percent (50%) of the shares and is prevented by law from owning a greater shareholding or (3) an associate company in relation to the Buyer or one or more of its holding or subsidiary companies, or subsequent holding or subsidiary companies of such entity or (3) the companies otherwise notified by Buyer from time to time.

- (viii) **"Intellectual Property Rights"** means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trademarks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.
- (ix) **"Services"** means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.
- (x) **"Specifications"** means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for Services; and (d) Buyer business requirements that are expressly set out in a Purchase Order.
- (xi) **"Supplier"** means the party indicated on the face page of the Purchase Order that is contracting with Buyer for the purchase and sale of Goods and/or Services.

### 2. Prices and Payment terms:



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3. The prices specified in the purchase order are fixed and exclusive of other charges like that of tax, transportation, installation etc. (as applicable to the respective country), any additional charges shall be payable by the buyer only if expressly agreed upon and pre-approved in writing in advance. The Supplier shall inform the Buyer if it is a beneficiary of a tax rebate and any consequent deduction in the prices. Payment shall be made by the Buyer as per the payment terms agreed in the Purchase Order and against the invoice raised by the supplier, subject to deduction based on any delays, defaults or incomplete work for reasons attributable to the Supplier. All amounts payable pursuant to such an invoice shall be subject to such withholding tax, tax deduction at source as per the applicable laws. The Parties herein shall be liable to pay the respective taxes and other statutory payments.

4. Title and Risk of Loss or Damage:

Title of the Goods shall not pass to the Buyer unless the goods are delivered and accepted in agreed quantity and good condition by a person authorized by the Buyer.

5. Partial deliveries:

All partial deliveries will be considered as temporary receipts only and all the related payments to the Supplier will be considered as refundable advances. The Buyer may treat partial deliveries as a single order, so that the Supplier's failure to timely deliver any part of the Goods or Services shall entitle the Buyer to cancel the order and to claim losses from the Supplier.

6. Delivery:

Time is of the essence with respect to delivery of the Goods and performance of Services. The Supplier shall deliver the Goods or perform the Services as per the delivery schedule in the Purchase Order. The Supplier shall immediately notify the Buyer in the event of any expected delays in delivery. In the event, the Supplier fails provide the Goods or Services on time, the Buyer reserves the right to claim damages or any other equitable relief from the Supplier and/or cancelling the Purchase Order by giving a notice in writing. Delivery notes must accompany all goods and materials. All correspondences, invoices and delivery notes must quote the purchase order number. For Purchase Orders involving design and or manufacture and or installation and or commissioning, Delivery is complete only upon full installation and commissioning per the Buyer's requirements.

7. Limitation of Liability:

In no event shall either party be liable to the other for lost profits, or for any indirect, incidental, consequential, special or exemplary damages arising from the subject matter of this Agreement, regardless

of the type of claim and even if a party has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Party's total aggregate liability under this Agreement shall be limited to 100% of the value of the Purchase Order. The foregoing limitation on liability shall not apply to either Party's gross negligence resulting into death or personal injury, willful misconduct, fraud or fraudulent misrepresentation, and deliberate breach of duty.

8. Indemnity:

- 7.1. The Supplier shall indemnify, defend, and hold the Buyer harmless from all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising from:

- (a) defects, non-conformity, or non-compliance of the products;
- (b) breach of warranties, representations, or obligations;
- (c) infringement of any third-party intellectual property rights;
- (d) injury, property damage, or losses caused by the Supplier's products or actions; and
- (e) violations of applicable laws or regulations.

- 7.2. This indemnity survives the Purchase Order's termination. The Buyer may control any claim defense, and the Supplier shall not settle without the Buyer's prior written consent.

9. Intellectual Property Rights:

- 8.1. Unless otherwise specified in the Purchase Order, the Buyer shall be the sole and exclusive owner of all Deliverables. Unless otherwise specified herein and in the Purchase Order, each party owns all rights, title, and interest in and to any of its pre-existing materials. To the extent any pre-existing materials belonging to the Supplier or a third-party form part of a deliverable, the supplier hereby grants the Buyer a perpetual, irrevocable, worldwide, transferable, royalty-free and non-exclusive license, to use and reproduce such pre-existing materials incorporated into the Deliverables. In addition to the above, neither Party shall use the other party's trademarks, logos, industrial design and other copyrightable material in any promotional or marketing activities, without the other party's prior written consent.

- 8.2. Assignment of IPR: The Supplier hereby irrevocably assigns and transfers to the Buyer all the rights and title in the Deliverables, including all associated Intellectual Property Rights.

10. Acceptance by the Buyer:

All Goods and Services must only be supplied against Purchase Orders. All deliveries of Goods shall be



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subject to inspection and shall not be deemed accepted unless the Buyer issues a formal notice of acceptance, or no objections are raised within forty (40) working days from the date of physical receipt of the Goods/ Services by the Buyer. The Buyer may reject any or all of the Goods or Services received which do not conform to any applicable Specifications or terms of the Purchase Order within 20 business days of delivery. In case of rejection of any Goods or Services, the Buyer may at its option (i) return the non-conforming part of the Goods or Services to the Supplier for a refund or credit; (ii) require the Supplier to replace the non-conforming part of the Goods or Services at no additional cost to the Buyer; or (iii) require the Supplier to repair the non-conforming Goods or Services to make it compliant with the Specifications. As an alternative to (i) through (iii) the Buyer may accept the non-conforming Goods or Services conditioned on the Supplier providing a refund or credit in an amount the Buyer reasonably determines to represent the diminished value of the non-conforming Goods or Services (iv) the cost for return or replacement of Goods or Services is to be borne by the Supplier.

### **11. Warranties and Maintenance:**

The Supplier warrants that the Goods delivered shall (a) be new, of merchantable quality and fit for the purposes intended; (b) free from defects in materials, design and workmanship; (c) in compliance with the Specifications; (d) free from any liens or encumbrances on title; (e) compliant with all applicable laws and regulations; and (f) will not infringe any third party's Intellectual Property Rights.

Specifically in relation to the Services, the Supplier warrants that (a) it shall perform the Services in a professional and workmanlike manner, using a degree of care that is expected from a skilled and experienced service provider providing similar services under the same or similar circumstances as the Services under this Agreement; (b) it shall perform the Services in accordance with the Specifications and Buyer's policies, including the Vendor Code of Conduct of the Buyer; (c) using skilled and qualified personnel; and (d) the Services or any Deliverables provided as part of the Services will not infringe a third party's Intellectual Property Rights.

The supplier undertakes to replace any defective spare parts and components and make good all defects in the Goods and Services as soon as possible and free from all costs to the Buyer including transport charges, during the warranty period mentioned in the Purchase Order (if any).

### **12. Assignment and subcontracting:**

The Supplier shall not assign or subcontract any of its

rights or obligations under the Purchase Order without the Buyer's prior written consent. The Supplier will be liable for (i) the performance of all subcontracted obligations and (ii) make all payments to its subcontractors.

### **13. Modification of Standard Terms and Conditions:**

No addition to or modification of any of the provisions shall be binding upon the Buyer unless made in writing and signed by a duly authorized representative of the Buyer. The Buyer reserves the right to require the Supplier to enter into a more definitive agreement incorporating these Standard Terms and Conditions and any other terms and conditions as required by the Buyer.

### **14. Governing Law:**

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of India. For all Purchase Orders issued within India, the parties agree to submit to the exclusive jurisdiction of the courts located in New Delhi.

However, where the Buyer's office is located outside India, the applicable laws shall be those of the jurisdiction in which the Buyer's office is located, and the parties shall submit to the exclusive jurisdiction of the competent courts in that jurisdiction.

### **15. Compliance, Certification & Approvals:**

The Supplier shall at all times comply with all applicable local, national, and international laws, regulations, and standards governing the design, manufacturing, sale, and distribution of the products and or services. This includes, but is not limited to:

- a) **Industry Standards:** The Supplier shall ensure that all products meet or exceed the relevant industry-specific standards, certifications, and quality control requirements necessary for their intended use. This includes compliance with standards set by regulatory bodies, industry associations, and government agencies in all relevant jurisdictions.
- b) **Environmental Regulations:** The Supplier must adhere to all environmental protection laws and regulations related to the production, packaging, transportation, and disposal of the products. This includes compliance with waste management protocols, emissions control measures, hazardous substance handling, and sustainability practices to minimize environmental impact and to ensure eco-friendly production methods.



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- c) **Health & Safety Laws:** The Supplier shall ensure that all products are manufactured, stored, and delivered in compliance with health and safety regulations. This includes workplace safety standards, employee protection laws, product safety requirements, and any applicable consumer protection laws, applicable occupational health regulations, product safety requirements, and consumer protection laws to ensure that the products do not pose any risks to users or the general public.
- d) **Ethical Sourcing and Sustainability:** The Supplier represents and warrants that it does not engage in, and actively prohibits throughout its supply chain, the use of forced labor, child labor, or any other form of human rights violations. The Supplier shall comply with all applicable environmental laws and regulations and shall implement environmentally responsible practices, including but not limited to the reduction of waste, energy consumption, and the use of hazardous substances. Upon request, the Supplier agrees to provide relevant certifications, documentation, or sustainability disclosures to demonstrate compliance.

The Supplier shall be solely responsible for obtaining, maintaining and updating all necessary permits, licenses, and approvals required for compliance. Failure to comply with these legal and regulatory requirements may result in immediate suspensions of deliveries, financial penalties, legal action, or termination of the agreement at the buyer's sole discretion.

### **16. Force Majeure:**

If any embargo is put on the import of goods by Government or industrial action, quota restriction or any other factors beyond the buyer's control, restricting the importation of the goods or if a stoppage occurs at the Buyer's premises or at their client's premises due to fire, strikes, lockouts or "force majeure" or if there is an outbreak of hostilities, war or civil unrest affecting, the Buyer shall have the right to cancel the Purchase Order without penalty.

### **17. Termination:**

- a. The Buyer may terminate this Agreement for convenience by giving prior written notice of thirty (30) days to the Supplier, without assigning any reason, therefore.
- b. Either party may terminate this Agreement by delivering ten (10) days' written notice to the other party upon the occurrence of any of the following events: (i) a receiver is appointed for either party or its property; (ii) either makes a general assignment for the benefit of its creditors; (iii) either party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, if such proceedings are not dismissed within 60 days; or (iv)

either party is liquidating, dissolving, or ceasing to do business in the ordinary course.

c. Notwithstanding anything contained herein, either Party shall be entitled to forthwith terminate this Agreement by providing the other Party thirty (30) days' prior written notice without any liability in the event :-

- (i) A Party is in breach of any terms and conditions as stipulated herein and such breach is not cured within a period of 30 days from the date of delivery of the notice stipulated above;
- (ii) The Supplier not adhering to the policies of the Buyer from time to time including but not limited to the Vendor Code of Conduct.

d. Upon termination and/or receipt of notice of such termination, the Supplier will inform the Buyer promptly of the status of Goods delivered or Services performed under this Agreement as of the date of the notice/termination. The Buyer will pay the Supplier for all the Work performed and accepted through the effective date of the termination. The Buyer will have no further payment obligation in connection with any termination.

e. Each Party shall return, or at the option of the other Party, delete the Confidential Information belonging to the other Party, on or before the effective date of termination. Any Confidential Information retained by a party pursuant to its legal or statutory obligations under this Agreement, shall be subject to the provisions of this Agreement.

### **18. Confidentiality:**

This Agreement and the subject matter thereof, and any other information relating to the Buyer (including its policies, processes and other information which by the nature of it shall be reasonably understood to be confidential), shall be treated as confidential and shall not be disclosed by the Supplier or any permitted subcontractor of the Supplier to any third party. The Supplier shall cause its employees, directors, affiliates and agents who have access to Buyer's confidential information to use it only as required under this Agreement.

### **19. Insurance:**

The Supplier will secure and maintain insurance with a reputable insurer and in such types and monetary limits as is customary for a Supplier to maintain in accordance with applicable laws and industry standards. Such insurance should provide coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect the Buyer in the event of such injury or damage.

### **20. Data Privacy:**





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If the Supplier receives personal data pursuant to this Agreement, the Supplier shall: (i) only use it as strictly necessary for the performance of its obligations hereunder and in accordance with this Agreement; (ii) maintain all prudent and necessary security, technical and organizational security measures sufficient to comply at least with the obligations imposed on Buyer by the data protection principles set out in the Data Protection Legislation and take reasonable steps to ensure the reliability of any employees of the Supplier who have access to such personal data; (iii) not transfer or process any such personal data outside buyers jurisdiction of business/ jurisdiction of Buyers registered office without the prior written consent of the Buyer; (iv) not process such personal data in any way contrary to any provision of the Data Protection Legislation applicable to the Supplier and/or Buyer; (v) assist Buyer to comply with any obligations imposed on it in relation to any such personal data processed by or on behalf of the Supplier; and (vi) comply with all instructions of Buyer in relation to any such personal data.

### **21. General:**

**21.1 Notices:** Any notice to be given under this Agreement shall be in writing and addressed to the other party at the address stated in the Purchase Order. Notices will be deemed given and effective (i) if personally delivered, upon delivery, (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within five days of deposit in the mail.

**21.2 Non-Exclusivity:** This is a non-exclusive arrangement, and nothing herein will prevent either party from working with any other third party involved in business, the same or similar to the other and entering into same or similar arrangement.

**21.3 Independent Contractors:** The Purchase Order is issued on a principal-to-principal basis. The Parties to this Agreement are independent contractors. This Agreement shall neither be deemed to create any employee employer relationship, partnership, association, agency or joint venture between the Parties nor seek to impose any liability attributable to such relationship upon either Party.

**21.4 Audit Rights:** The Buyer shall have the right, upon providing reasonable prior written notice,

to audit and inspect the Supplier's premises, systems, books, and records insofar as they relate to the Goods or Services supplied under the Purchase Order. Such audits shall be conducted during the Supplier's normal business hours and in a manner that does not unreasonably disrupt its operations. The Supplier shall provide full and timely cooperation in support of such audits.

**21.5** If any court of competent jurisdiction holds that any provision of the Agreement is illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions of the Agreement will not be affected or impaired.

**21.6** The provisions of Clauses, warranties and representation, confidentiality and non-use obligations, limitation of liability, intellectual properties, data protection, re-procurement cost, dispute resolution, governing law and jurisdiction etc. shall survive the expiry or earlier termination of this Agreement.

### **22. Order of Precedence:**

In respect of this Agreement, the following order of precedence shall apply:

- (a) any definitive agreement superseding this Agreement entered into between parties;
- (b) these Standard Terms and Conditions;
- (c) the Purchase Order;
- (d) any specifications or Documents referenced in the Purchase Order

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