

### TERMS AND CONDITIONS FOR PURCHASE'S VIA PURCHASE ORDER

These General Purchase Conditions apply to and form integral part of all requests for proposal, quotations and Purchase Orders. Buyer expressly rejects the applicability of any other general terms and conditions or stipulations of Supplier.

**1. Raw Materials/ Goods/ Ingredients/ Product/ Goods/ Merchandize/ Material/ Machine/ Spares/ Capital Goods /Equipment/Lab Equipment/Packing Material/Services ordered ("Product" for short):**

#### ACCEPTANCE:

- The receipt and acceptance of this Purchase Order/Contract/Sales Agreement/Purchase Agreement/Agreement ("**PO**" for short) shall be communicated to the Buyer/Purchaser/Customer/Consignee/Importer ("**Buyer**" for short, buyer referred as **Nutraceutical**) in writing 3 days of receipt of such PO failing, which this PO & its conditions shall be deemed that the Supplier have Agreed, Confirmed & Undertaken by the Supplier/Seller/Manufacturer/Distributor/Shipper/Exporter ("**Supplier**" for short) for the delivery of any Product hereunder by the Buyer. Performing of any part of a PO by Supplier will operate as Supplier's unconditional acceptance thereof.
- Terms and Conditions of Buyer will prevail over Suppliers T&C if any.

#### DOCUMENTS:

- All sales documents including Tax Invoice, Commercial Invoice, Packing list, Certificate of Analysis/Analysis Report/Test report (**CoA** for short), Delivery Challan, Bill of Lading/LR, Insurance etc...should have our PO No,
- Product should be supplied/delivered along with above documents including Certificate of Analysis/Test Report & MSDS in mandatory. If any supply is done without test report then Buyers test report will be considered final and binding upon supplier, if supplier provides test report after buyer informing about discrepancy in quality then it will not be considered.

#### PACKING:

- Outer side of each package in which the product is packed should be properly marked/labeled with name of manufacturer, name of product, batch/lot no., mfg dt, exp dt, net wt, tare wt, gross wt, storage conditions, hazard info (if any) etc...,
- If the product is in powder form then the secondary packing should have 2 polythene liners, if the product is in liquid form then suitable packing should be used so as to avoid leakage/breakage during receipt,
- No leak/damage/opened package will be accepted. Standard suitable safe packaging material used for packing product and the same should be new & clearly labeled, any damage caused to the product due to improper packing will be debited or returned to the Suppliers account. The cost of packing is included in the price of the product and no extra cost will be payable by the Buyer unless otherwise stated in the PO,
- If it is mentioned Neutral packing than mfgs/supplier name shouldn't be mentioned anywhere on the pckg, drum seal, no printed drum/bag/pckg, strip, label, cello tape etc., nor any marking should be inside or outside. Pckg should be new,
- Refer below point no.3 for more details.
- Delivery shall be effected in adequate packaging. Costly and re-usable packaging shall be taken back by Supplier at their cost.
- Supplier shall timely provide Buyer with (copies of) all applicable licenses, documents, information, specifications and instructions necessary for safe and proper transport, use, treatment, process and storage of the Product and with all certificates of analysis/conformity as customarily supplied. If applicable, stored Buyer's Product will be redelivered in the original quantity, state and condition.

#### QUALITY:

- Supplied quality should be as per standard grade or ordered specification or of Food grade,
- The product must comply in all respects with the specifications or any modifications thereto that have been agreed to in writing. Wherever applications, the product must be supplied with adequate instructions as to use and use by date, fit for the purpose for which they are intended, certification of quality/coa and free from defects in design, material and workmanship,
- If the supplied quality is lower in potency than the goods will be rejected, if the same are used it will be at the insistence of the Supplier, the percentage of any such material having lower potency than its minimum limit that much percentage will be deducted from the invoice value of such supplied product and/or Buyer will deduct sum max 5% of total inv value and the Buyer can go back to maximum 5 f.y's to claim compensation towards low potency/values,
- Product should be free from any black particle or foreign particle and/or any un-dissolved particles,
- Product should remain stable during its shelf life, if it doesn't not than it may affect the quality of our final product for which supplier will be responsible for all the claims arising out of this,
- Product should be of fresh batch/lot, we can accept product with not older than 3 months from date of mfg.

...2...

**QUANTITY:**

- Unless otherwise stipulated weight/volume recorded at our premises shall be deemed as final, any quantity received in short will be debited to suppliers account. Ordered quantity should be received at one time or as per schedule given by buyer. If quantity is not received as per required schedule then supplier will be responsible to pay the extra costs. Any bulk quantity supply done by supplier to buyer should be supported with third party weight slip if not then buyer will conduct this with third party and debit the cost to supplier.
- If there is any deliberate discrepancy in measurement/number of pieces/weight is done by seller which is observed and pointed out by buyer then such activity will be under scope of doubt and all fast supply invoices will be seen with same activity and buyer can penalize and deduct payment from outstanding if any and/ or claim for damages by taking strict legal action.

**DELIVERY/TRANSPORTATION:**

- Product should be delivered to required delivery address at the cost of supplier unless it is specified that this is buyer responsibility,
- If the product is not supplied on time for any reason or rejected and if we have production loss then the same will be claimed from supplier with damages, if we have to buy on spot basis from other supplier then the difference in cost, freight, will also be claimed from supplier,
- Delivering undamaged product is responsible of supplier and if any damage package is received then it will be sole responsibility of supplier and this cost will be deducted from the payment of supplier,
- If the supply is under LC and if the goods are not shipped/supplied on time and if supplier requires amendment then the same will be to their cost. Cost of confirmed LC will also be to suppliers account.

**DELAYS:**

- Supplier guarantees that it will supply Product without any delay and interruption. Supplier shall immediately notify Buyer of any foreseeable delay and have written acceptance from Buyer for accepting delivery after specified time/date.
- If the Supplier fails to make deliveries within the time specified, the Buyer may terminate the PO of such part or parts thereof. The Buyer also reserves the right to itself to purchase the product from the open market and to charge the Supplier with any loss incurred and charge price difference as a result thereof or the Buyer will deduct 10% of invoice value with each week delay or debit the cost for loss of production or both. Loss of Production will be calculated on an average of 25 days of production achieved in previous month so access the loss of daily production.

**CLAIM:**

- Any amount of claim/damage/cost/loss/penalty (“Claim” for short) arising out of the delay or failure in supply and/or due to inferior quality which will directly or indirectly result in delay of production/dispatch of final product by buyer to its customer, will be the sole responsibility of supplier and buyer will be compensated for the same and/or deduct such claim amount from the payment of supplier.
- If any product is passing as per CoA of supplier or during initial testing in our lab but while taking batch in production if the performance or yield or quality of our final product is affected then such loss will be covered from supplier.

**INSURANCE:**

- Product should be insured at the cost of supplier unless it is specified that this is buyer responsibility.

**ORIGIN OF GOODS:**

- Product should be in its original packing with original seal if the same is not manufactured by the supplier and CoA should be provided of original manufacturer of product supplied.

**INSPECTION:**

- All product supplied against this PO shall be subject to our inspection and approval at any time within 30 days of the date of receipt and/or use whichever is late. If product is rejected in quality or any conditions of this PO are not followed then the Supplier will take steps to replace, if not then freight, loading, unloading and production losses will be to suppliers account, if the freight and cost of product is paid by us then before handing over such rejected product these cost should be paid by supplier to buyer. Supplier should replace such Product within 7 days from the date of notice and/or can draw sample from supplied product and test the same at their cost until then payment will not be due nor payable.
- Supplier ensures that Buyer or its nominee has the opportunity to inspect the Products or the manufacturing process of the Product and/or any place where the Services or part thereof may be carried out.
- Supplier diligently and continuously controls and tests the quality of the Product and Services as well as the operations during manufacturing, storage and delivery. Supplier shall ensure that Buyer, or its nominee, has the opportunity to attend tests and/or inspect the Product at any time.
- Inspection and/or testing does not relieve Supplier of any obligation or liability under the PO.

Cont.3...

...3...

**TERMINATION & SUSPENSION:**

- The buyer reserves the right to cancel this PO or any part thereof orally or in writing if there is any sort of delay in delivery of the product from the specified delivery date. And/or if the price of the ordered goods have gone down than supplier is obliged to supply material at prevailing market price and automatically amendment of PO comes into existence or the order automatically stands cancelled by buyer if supplier do not fulfill this obligation,
- If any amount is paid in advance to any Supplier, and if termination or cancellation of any particular order takes place then the Buyer is obliged to return/refund the amount received in advance without any delay or deductions failing which the Supplier will be liable to pay interest @ 18% p.a. basis.
- If there is hike or decline in raw material price of the ordered Product for more than 5% from its original ordered price, then with mutual agreement between buyer and supplier they can consider and settle this 5% tolerance margin. If anyone party do not agree to this 5% settlement or if the different in price is more than 5%, then the contract/order can be terminated by either parties.
- Any person who has done annual contract or sent open PO and is not working with buyer anymore at the time of supply of Product than the rights to fulfill such annual contract/agreement/statements/confirmation/open PO/PO is on buyer part.
- Buyer is entitled to suspend the performance of its obligations in whole or in part or terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Supplier (i) in case Supplier has been declared bankrupt, is in a state of liquidation, has ceased or suspended whole or substantial part of its business, is subject of a court order or preventative legal scheme of settlement, (ii) in case of non-compliance with the Compliance Requirements or the provisions of safety, health, environment and security. After such termination Buyer may return received Product and/or Services in whole or partly against repayment and retransfer of ownership therein to Supplier.

**REJECTION:**

- Buyer is entitled to reject any Product, which are delivered (i) not at the agreed time, (ii) not in the agreed volume and/or quantity, (iii) in inappropriate or damaged packaging or (iv) with other defect(s), for risk and account of Supplier and without prejudice to Buyer's right to compensation for the losses and damages suffered as a result of Supplier's non-compliance.
- Rejected Product should be picked up by the Supplier within 3 days of receipt of verbal or written intimation from Buyer at suppliers expense, thereafter the same will be disposed/destroyed/scraped without further notice or information at the cost of supplier,
- If the product contains black particle then material will be rejected,
- If the product contains foreign particle which is noticed during our use in final product and if our batch fails then we will reject the product and claim damages and cost of loss of batch from supplier,
- If the product is not supplied on time for any reason or rejected and if we have production loss than the same will be paid by supplier with damages, if buyer have to buy on spot basis from other supplier then the difference in cost, freight, will also be paid by supplier,
- If the supply is under LC and if the goods are not shipped/supplied on time and if supplier requires amendment then the same will be to their cost. Cost of confirmed LC will also be to suppliers account,
- The Supplier shall repay any amount received in advance along with interest, transportation charges, unloading & loading cost, production loss, price difference and any other costs involved, to the Buyer. Supplier will be responsible for all and any claim incurred by Buyer.
- The buyer is free to buy material from more than 1 supplier for same product even if the product is supplied with consistence quality and/or if its rejected even once.

**AMENDMENT:**

- Once the PO is confirmed/accepted by supplier than the same cannot be amended for any reason and the supplier is responsible to supply product as ordered unless if the amendment is required/authorized from Buyers side.

**ESCALATION:**

- In the case of annual contact the contracted price continues to rule for a period of 12 months thereafter negotiations should be made in writing for revision of price, if necessary until then escalation in price or any other term of contract will not be accepted.

Cont.4...

...4...

**CHANGES:**

- The Buyer may at any time make changes in the drawings, designs and/or price, specifications of product applicable to the supplies covered by the PO. Refer below point nos.2 & 3 for more details.

**BLUE PRINTS / BLOCKS / PACKING MATERIAL / DESIGNS & DRAWINGS:**

- All blue print, blocks, material, designs and drawings on any materials supplied by the Buyer to the Suppliers are the property of the Buyer and are on returnable basis to Buyer upon demand by the Buyer.

**COURIER:**

- If the product is shipped by courier using any national or international courier company (Fedex, DHL, UPS, TNT etc...) and if for any reason the shipment is delayed at any stage and/or not delivered to Buyer on time and to the proper location than the Claim arising out of this delay we will responsibility of the courier company or the Supplier and they we will have to pay/bear such claim amount.

- Supplier cannot send courier to Buyer unless it is asked for in writing.

**PAYMENT:**

- The payment will be made as per the terms of the PO subject to receipt of documents required by the Bill Payment Section and on approval of the same by the inspection Department. The Buyer will not be responsible for delay in making the payment due to non-receipt of proper documents in time or due to any other fault of the Supplier or any discrepancy in the product quality. If the goods are rejected then no payment is to be paid to supplier. In case of delay in payment for any reason, Supplier cannot claim any interest from the Buyer.

- If supplier is given LC and if he wants buyer to sign Bill of Exchange in advance than in this case supplier will have to send security cheque of equivalent amount in favor of buyer which will be returned to supplier once the material is received, if supplier delays the dispatch for any reason and/or ultimately do not supply material than in this case buyer will claim for damages and debit the cost of difference in price from other supplier and/or claim production loss or both. If any debit note/claim for damages and/or production loss and any claim is raised by buyer on supplier for any particular transaction of past or present purchase than it will be adjusted in the current outstanding payable by buyer to supplier.

- If the supplier has not filled their any statutory returns due to which buyer cannot get credit or any other benefit then such pyt will be deducted from the suppliers pyt and will be refunded to supplier if n when such regulation is met but within the limit frame.

- Unless explicitly otherwise agreed, Buyer shall pay the amount invoiced by Supplier for Product by bank transfer on due date after the end of the month of the date of receipt of invoice, provided and to the extent that the invoice is correct and not under dispute.

- Fulfilling all and any statutory requirement as directed or changed/amended by the Govt. of India from time to time is the sole responsibility of Supplier, if due to non-compliance there is any penalty on Buyer then the same will be deducted from Suppliers pyt.

- Other than email, if Official confirmation is done via whats app or any other social media platform on the mobile number of authorized person of buyer person will not be treated as official communication and binding confirmation nor this company will accept any liability arising due to this. But any confirmation/communication done by Supplier will be binding upon Supplier.

- Both Buyer and Seller shall not discuss about any dispute in Public and/or social media platform about any grievance.

- If supplier have supplied product in USD or any other international currency and if he have asked or is given payment in INR for any reason then the risk of exchange rate loss or profit will be to their account and Buyer will be no where responsible for it and supplier will have to satisfy or take necessary approvals from RBI and/or their bankers and/or board of directors/owners of their company.

- If supplier is given pyt and signed the Full and Final settlement letter/voucher then Buyer will not entertain any claims or bills arising after that. If there is any Debit Note raised against Supplier then that will be taken into account during Full and Final settlement.

- if supplier has not filed required statutory i.e. GST for inv given to us then the pyt will hold for GST amt until the inv reflects on GST portal.

- if the pyt term agreed between buyer and supplier is advance and without receiving full advance pyt from buyer if the supplier is procuring its rm for manufacturing or booking the ordered product from other supplier then buyer will not be responsible for any dispute arising later on. Term advance means in this T&C that only after receiving 100% pyt supplier can start any activities.

- if any Debit note is sent by buyer to supplier and GST amt is not considered then GST applicable on such DN will be paid later, DN is sent so that supplier to show there is a dispute and supplier do not get chance to say that DN was not sent on time.

- if any overseas supplier has sent shipment of product under pyt terms DP at Sight, CAD, and if original shipping docs are not collected from buyer in 15 days from the date of receipt of originals in buyers bank then supplier can take back the goods or divert it to other buyer at their risk and cost. Any storage charges incurred in such shipment will be responsibility of supplier.

Cont.5...

**COMPLIANCE:**

- Supplier complies with all applicable laws, rules and regulations, standards and orders in connection with the performance of the Agreement, including, but not limited to, all regulations relating to (i) anti-bribery and anti- corruption and (ii) international trade, such as, but not limited to embargos, import and export control and sanctioned party lists ("**Compliance Requirements**").
- If there is any bribing activity or possible bribing activity noticed by Buyer and informed to Seller then such activity will be under scope of doubt and all fast supply invoices will be seen with same activity and buyer can penalize and deduct payment from outstanding if any and/ or claim for damages by taking strict legal action for such dishonest/unlawful intentions.
- Supplier expressly warrants that employees, agents and subcontractors of the Supplier shall not directly or indirectly (i) accept, promise, offer or provide any improper advantage to or (ii) enter into an agreement (a) with any entity or person - including officials of a government or a government-controlled entity -, or (b) relating to a product, which would constitute an offence or infringement of applicable Compliance Requirements.
- Supplier expressly warrants that it has good and marketable title to the Goods and deliverables of the Services supplied, including right to grant Buyer intellectual property right(s). Supplier holds any and all licenses, permits, end- user statements and any other documents, which are required in the country of origin, of transit and of destination to perform its obligation and will immediately notify Buyer of any legal restrictions.
- Any PO issued by Buyer & its conditions are not **transferrable** in name of other company/person. Any product transferred/supplier by Supplier without the knowledge or having written confirmation from Buyer, Buyer will not be responsible to make product for such invoices.
- If any Supplier is supplying any product of third-party then they confirms to supply such product to Buyer from authentic source who does their statutory compliance.
- For any price increase Supplier it is responsibility of Supplier to intimate the Buyer 30 days in advance, no sudden increase in less then 30 days notice will be accepted. For eg. If an invoice is raised on 1<sup>st</sup> of April then price cannot be changed before 31<sup>st</sup> April without prior notice. Any price change will be considered for following month.
- All details on the PO will be accepted in typed format only. The only handwritten exception that will be accepted is the signature of authorized purchase office and/or director. If the Supplier wants to give acknowledgment on the PO with their Sign and Stamp then it will be accepted but no other handwritten remark or changes /additions will be accepted.
- If Supplier have received PO from other sites or sister/group company of Buyer, then Buyer will not be responsible for their payment so all sites operate individually unless order is placed by Buyer with instructions to deliver to that particular address.

**CHILD LABOUR:**

- The Supplier does not/shall not employ, engage or otherwise use any child labor in circumstances such that the task performed by any such child labor could reasonably be foreseen to cause either physical or emotional impairment to the development of such child in all countries in which it operates or process goods.

**PRODUCT LIABILITY:**

- Even if the supplied product passes its standards tests or is as per the specifications of Supplier at the time of initial testing, but any quality disputes arise (such as unstability of product, foreign particles, etc..) out of such supplied products, then in such case entire cost will be recovered from Supplier. If the supplied product contains any foreign particle which is not noticed during initial QC testing and is found during or after the use in our final product and because of this if our final product is contaminated then the cost of our such final product and damages will be responsibility of supplier. The Supplier shall indemnify the Buyer against any liability, damage, claim cost, loss, expense whatsoever incurred by the Buyer arising from any defect in the goods or service or on account of any breach by the Supplier of its obligation hereunder or under any statute, or for any act or omission on the part of the Suppliers employees, agents or sub-contractors. This is part of quality supply.

**CONTROLLED CHANGES:**

- The implementation of any and all changes of and/or improvements related to the Product and/or (performance of the) Services including (business) processes, (raw) materials (including supply source) and/or any other changes that might affect the specifications of the Product and/or the Services require the prior written approval of Buyer. Supplier will inform Buyer well in advance of such changes and will enable Buyer to control and test the Product.

**WARRANTIES:**

- Standard clause would apply.
- Supplier warrants the proper functioning of the Product and warrants that the Product will be in conformity with the specifications and requirements, be unused, of good materials and workmanship, free from any and all defects and from any and all liens and encumbrances, pledge or right of retention and suitable for the intended purpose. These warranties shall not be deemed to exclude warranties and/or rights that Buyer may have or obtain and shall extend to Buyer and its Buyers.
- Supplier shall promptly repair or replace any and all Product within a period of 2 years after the date of acceptance or the date of first operational use or within the original warranty period, whichever date is later. Repaired or replaced Product or parts will be warranted for another period of 2 years from the repair or replacement date. If requested, Supplier shall as far as possible leave these goods in free use with its user until Supplier has delivered Goods in replacement. The warranty period shall be extended by any period(s) during which the Product have been out of operation.
- Inspection, testing, acceptance or payment does not release Supplier from its obligations and warranties
- Supplier warrants the quality and the results of the Product. Supplier shall perform the Product in accordance with the requirements and specifications of the PO, observing due skill and care, using proper and well maintained materials and employing sufficiently qualified staff. Supplier shall properly and timely instruct Buyer of any special use or treatment regarding the Services. Only written confirmation of acceptance shall constitute acceptance of the Product/Services performed.
- The Supplier also confirms that they will only be supplier of ordered product, seeing the regular demand of Buyer for its product, the Supplier cannot start its own manufacturing unit directly or indirectly for the final product which is similar of that of Buyer for which the product is bought by Buyer from Supplier.
- Supplier will not disclose this Buyer's name to any one that they are supplying us to gain more business or strengthen their profile.
- Any single order/contract that is worth min 25L or above , is only considered to be valid if it has 2 signatures (one of authorized purchase officer and other from one of the directors). If such order is signed by anyone else then this company will not take responsibility or will have any obligation of such PO.

**JOB WORK / SUB-CONTRACTOR / TOLL MFGR:**

- Terms and Conditions for Job-Work apart from this General T&C, so the Buyer agrees to abide with the same. Copy of the T&C for J/W will be sent upon request or it is deemed to have been understood, agreed and accepted by the Buyer. Contractor Policy and Work Order will apply.
- After dispute or expiry or termination of an agreement, the Job-workers cannot do business for atleast 5 yrs for similar or family/derivative products.
- Non-compete clause: Such job-work supplier or its relatives or family members or friends or workers or staff cannot Directly nor indirectly get involved with any other third person or company or competitor nor get into any kind of arrangement neither give consultation for similar products or family products nor share technical know-how or plan layout.
- in Case of delay in supply of Any raw material by supplier, if buyer has to pay penalties to its customer/s then the same will be passed over to supplier, if buyer lose their business with customer then the loss will be calculated and debited in the tune of , number of years the buyer did business with its customer the same number of years the buyer would assume to do business in future and will average the cost business done, so for eg. If Buyer has done business with its Customer for 7 yrs, so Buyer will claim for upcoming 7 yrs and calculate an average profit of 25% each year and debit this cost to supplier. If Buyer is doing job-work with supplier of the Product owned or property/proprietary any of its final product because of any reason for short term then the Supplier cannot continue to make this product for any customer/third-party. This act can also be related to Sabotage.
- If any rm product is sent by Buyer to such supplier to make Finished Goods, then it is job-workers responsibility to have insurance, they have all valid license, required machine to make FG product. The supplier will give cheque for the amt of value of rm that I sent by buyer to such supplier for safety and security so that supplier cannot sell or play any mischief with rm supplied by buyer to them. Jobworker cannot sell RM or FG to any third party without approval of Buyer.
- If any machine is given by Buyer to Supplier then it will always remain property of Buyer and also all the RM given for J/W.
- Lease rent will be collected from Supplier on monthly basis, amount will be mutually agreed between the buyer and supplier in separate agreement or letter having sign of both parties.
- Maintaining proper records of production, consumption, stock, yield, process, w.i.p, etc... is responsibility of Supplier. Supplier will be questionably and held accountable for any discrepancies.
- Bill/inv has to be made as per Work order. Work order is final document which will contain price, price exchange communication on email or other ways of communication will not be entertained.
- Scope of status of supply of final product by Supplier will be mentioned in Work Order or Agreement. It means Buyer will agree to buy wet, semi-dried, fully dried material or in any other form has to be clearly mentioned in the agreement/work order/PO.

**PATENTS:**

- It is supplier's responsibility that non-patent products are supplied to Buyer.

...7...

**JURISDICTION:**

- It is specially understood and agreed that the Law Courts in Mumbai, India only shall have jurisdiction to settle all and any dispute arising in relation to this PO and its supplies.
- All the disputes shall be referred to a sole arbitrator to be appointed by Supplier/Nutraceuticals. Arbitration will be held at Mumbai and the language to be used will be English and the award passed will be binding upon both parties.

**FORCE MAJEURE/Fire/Liability:**

- Neither party shall be liable to the other party for any failure or delay in receiving delivery of product caused due to (a) acts of God, (b) typhoons, floods or other unusually severe weather conditions, (c) acts of war (whether declared or undeclared invasion or civil unrest), (d) pandemic, epidemics or quarantine restrictions, earthquakes, explosions, fire and accidents e) Political trade issues causing hike in product price and/or caused due to extreme market conditions,
- If the product is received by buyer and if such force majeure may take place then buyer will not pay to supplier for such product/quantity supplied.
- Supplier shall be liable and not hold Buyer and their directors and employees ("Indemnified Parties"), harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the PO, the use and/or sale of Supplier's Product by Indemnified Parties or any third party, the performance of the Services and the deployment of Supplier's Services by Indemnified Parties or any third party, except to the extent that this is caused by Buyer's willful misconduct or gross negligence.
- Supplier is fully liable for the correct and timely payment of all taxes and levies indebted in connection to the performance of the PO and will indemnify Indemnified Parties against all claims and damages relating to its obligations concerning taxes, contributions and any claims of third parties, including the Government.
- In no event shall Buyer be liable for any direct and indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the PO.

**2. Machinery/Lab Equipment/Spares/Capital Goods ("Machine" for short), apart from above, following will also apply:**

- All and any machine to be supplied to us should be thoroughly inspected prior to dispatch to our factory,
- Guarantee/Warranty of min 12 months from the date of receipt of machine at our factory or date of satisfactory installation whichever is late will apply, AMC will be included and provided by supplier till this time,
- Amc payment will be paid quarterly, amt for 12 months amc period will not be paid in advance. However, AMC period will remain valid for tenure it is decided though payment is made quarterly. If service is not given on time with satisfactory results then payment for upcoming quarter can be deducted or contract can be terminated without paying balance contract period. If during AMC there is any damage to machine/equipment/computer/ac or any other item which is under service, then the cost of such damage will be on account of service provider and if there is any due pyt then it will be adjusted against this cost.
- If upon or after delivery or at the time of installation damage/fault is found than the machine will be rejected and should be replaced free of cost at suppliers expense,
- Old machine will be handed over to the supplier after receipt of replacement machine,
- Whatever necessary safe packing is required to pack the machine is the responsibility of supplier,
- If the delivery period is missed then penalty of 10% of invoice value on weekly basis will apply and/or production loss or both. Further, if our production or sales are affected due to this then damages and losses will be claimed,
- Successful/satisfactory installation and commissioning of machine shall be responsibility of supplier, cost for the same will be to suppliers account,
- Transport and Insurance will be to supplier account,
- Spare used to make this machine should be of standard quality and tested and supported with all documents,
- All and any machine related documents should be sent along with delivery like drawing/layout, DQ/IQ/PQ/OQ, Operation and Maintenance manual,
- Delivering undamaged machine is responsibility of supplier, if due to delay in receiving machine there is delay in production/dispatch of final product than supplier will be responsible for it and costs.
- Site Pre-Inspection should be conducted before sending machine so the supplier can suggest if any changes or additions are required in the area where such machine is going to get installed.
- All other terms and conditions/notes as mentioned above will apply to this too.
- machine or its spare sent for repair to supplier (which will be on returnable basis), supplier should check and acknowledge the Delivery challan sent along.
- If any machine failed to perform or do not work properly due to technical reason, then the cost of loading, transport of returning for repair or return, installation and dismantling will be to supplier account.
- for any other type of Vendor (eg. AMC service provider, Printer, Designer, Laptop, Desktop, Printer, or any other service related vendor, they have to mention name of person who has assigned or placed order for any particular item then such person name should be mentioned on your invoice without which your Invoice may not be considered as accepted. Cont.8...

...8...

**3. Packaging Material ("PM" for short), apart from above, following will also apply:**

- If the ordered PM is **FIBER DRUM** than it should be export worthy quality and have 10 layers of ply and GSM should be 250 to withstand the handling, stacking on one above the other during storage/transit of approx 60 days till it reaches the customer. Drum should be laminated from outside so it is easy to clean,
- If the ordered PM is **PLASTIC DRUM (HDPE)** than it should be export worthy quality and have 2 kgs of tare weight of each empty drum,
- If the ordered PM is **PAPER BAG** than it should be export worthy quality and GSM should be 250 and each bag should be laminated from both inside and outside to withstand the handling, stacking on one above the other during storage/transit of approx 60 days till it reaches the customer. Paper bag should be laminated from outside so it is easy to clean,
- If the ordered PM is **POLYTHENE LINER** than it should be export worthy and food grade quality and each liner should be is ordered Gage and Size to withstand the product, handling, stacking on one above the other during storage/transit of approx 60 days till it reaches the customer,
- Wooden Pallets, Ply and any other wooden material supplied should be marked with ISPM and fumigated and free from any insect. Wrapping Roll, Strips, Drum Seals, Stitching thread, Cello tape, label, etc.. should be of Food Grade quality, new and/or as per required standards,
- Delivering undamaged package is responsibility of supplier, if any damaged pckg is received then buyer will not pay for such damage goods, if due to delay in receiving package dispatch of final product is delayed than supplier will be responsible for it and costs,
- All other terms and conditions/notes as mentioned above will apply to this too.

**4. T&C for CHA/Forwarder/Clearing Agent/Custom Agent/Any Service provider or Dealer ("Agent" for short):**

- Agent should not send any letter from your office using our letterhead to Custom department without buyers knowledge/confirmation. Any document/letter required by Customs will be issued only by buyers office in original on buyers company letterhead with signature of our authorized personal. For letters issued by Agent on buyers letterhead without buyers knowledge/confirmation than Agent will be responsible for the cost and consequences,
- Agent should inform buyer when the vessel arrives at Indian port and when material reaches at nominated cfs,
- Agent should inform buyer how many days detention is free when they receive the copy documents,
- Agent should inform buyer if any permission or noc or special clearance license is required to be taken from department when they receive the copy documents. This procedure should be completed much before the goods arrive at port if any delay in clearance caused due to delay on Agents part then Agent will be responsible for such costs,
- Agent should take instructions from buyer whether to file the B/E under Adv.Lic or we have to clear the goods by paying regular import duty,
- Agent should complete all import clearance procedure before arrival of goods at port,
- Agent should take instructions from buyer regarding delivery address for sending delivery of goods,
- Agent will not hold any of our original documents whether it maybe of import consignment, adv.lic or anything related to clearance of goods for any reason. Agent will send the same along with your invoice once you have cleared that particular consignment,
- Agent is responsible of all costs and consequences if incurred by us due to your negligence or delay.
- Agent is responsible for delivering Product safely at their cost to the premises of buyer unless agreed otherwise.
- agent cannot put their brand name or sticker in our premises for their publicity.
- Agent cannot keep blank letterhead of our company , if for any special reason you need blank letterhead then you should send us copy by email after using one. After filling blank letterhead , you have to take sign on authorized person. You cannot sign on our company letterhead. If you need stamp of our company then you have to ask for a extra set so we can provide you in our standard format, you cannot make the stamp and apply on letterhead without our knowledge or permission.
- SOP for IT (computer vendor) service provider is prepared separately.

**Confidentiality:**

- Any and all information provided by or on behalf of Buyer shall be treated as confidential and shall only be used by Supplier for the purpose of this PO. Disclosing information is only allowed to any of its employees or a third party on a strict need-to-know basis, except in case Supplier is required to disclose the information by virtue of a court order or statutory duty, provided that the Supplier shall immediately inform Buyer. Supplier shall upon demand promptly return to Buyer all such information. Supplier shall not retain a copy thereof. Supplier shall treat the existence of the PO as confidential. Supplier or its employees will sign a confidentiality agreement at request.
- Buyer can record voice or video discussion if and when required without informing the Supplier for important discussions. This is to be deemed as consent from supplier. But supplier need to take consent from Buyer if they want to record.

Cont.9...

**Ownership and intellectual property:**

- Any and all information, property or materials disclosed to Supplier remains the property of Buyer. Supplier is not entitled to make use of or refer to any trademark, trade name, domain name, patent, design, copyright, or other intellectual property right of Buyer or any of its Affiliates, unless prior obtained written consent of Buyer. Any authorized use shall be strictly in accordance with the instructions and for the purposes specified.
- Supplier warrants that the Goods and/or Services, alone or in combination, will not result in or give rise to any infringement or misappropriation of any intellectual property right of a third party.
- Supplier hereby assigns by way of present and future assignment all intellectual property rights, know-how, copyrights and other rights developed by or on behalf of Supplier explicitly for or on instructions of Buyer.
- All intellectual property rights to software, including source code, sub-software and documentation, developed explicitly for Buyer or on Buyer's instructions shall rest with or be transferred to Buyer. Intellectual property rights to other software shall remain with Supplier and Supplier shall grant Buyer a non-exclusive, non-transferable, irrevocable, perpetual license not limited to specific equipment or location. Buyer is allowed to provide sub-licenses to other BUYER Group companies.
- Any company cannot put Nutracare name or logo on their website or promotional ads without having written consent of Nutracare for their publicity and benefit.

**Sustainability, SHE and Security:**

- Supplier complies with and acts in accordance with all applicable safety, health and environmental instructions, avoid pollution of the soil and the groundwater, limit air and noise pollution on the Buyer site, comply with site and site access regulations as well as Buyer security regulations. Supplier must arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the Buyer and/or English, to work in a safe, healthy and environmentally responsible manner. Buyer may audit these aspects of this Agreement. Supplier shall report any irregularity with respect to safety, health and environment and security. In case of an incident Supplier shall, under supervision of Buyer, immediately take all measures to clean up, isolate or prevent pollution resulting from such incident.
- All language of communication will be in English. If any document that is of different language and signed by us will be out of our knowledge and content not known to us in that case this company will not take any liability arising out of it.
- The Triple P (People, Planet, Profit) values, as determined in the Buyer Code of Conduct, are essential to Buyer in creating sustainable value. Supplier agrees to comply with the Code of Conduct which can be found below:

**People, Planet and Profit: Buyer Suppliers Code of Conduct**

**Mission and core value**

BUYER's mission is to create brighter lives for people today and for generations to come. Our mission is supported by our core value that everything we do should contribute to a more sustainable world. To us, being sustainable means simultaneously creating value along three dimensions: human, environmental and economic. At BUYER we call this our commitment to meeting the triple bottom line of People, Planet and Profit. Sustainability guides us in all our actions and also forms the basis for our Supplier Code of Conduct, which defines how we choose to do business and interact with our suppliers.

**Implementation**

BUYER believes that sustainability implies a responsibility to involve our Direct and Indirect (production-related and non-production-related) suppliers, contractors and agents in our pursuit for economic performance, environmental quality and social responsibility in our own company as well as in our value chains. We therefore expect suppliers and contractors to express their willingness and intent, also on behalf of their subsidiaries, to globally and/or locally comply with this code and to ask their suppliers to comply as well. Through dialogue with our suppliers, and training if required, we aspire to achieve an adequate implementation of the Supplier Code of Conduct, to continuously improve business conduct and to discover our suppliers' unique competences that contribute to People, Planet and Profit.

...10...

### Compliance

We expect suppliers to use a proactive approach in establishing and maintaining the standards set forth in the Code, including the collection and evaluation of adequate and timely information, the establishment of relevant, measurable objectives and targets, and the regular monitoring and verification of progress. This includes the implementation of a proper resource and organizational set up for this task. BUYER's employees are expected to report to their management any practices in dealings with business partners that are in violation of the Code.

In the following paragraphs we present the BUYER Supplier Code of Conduct along the three sustainability dimensions of People, Planet and Profit.

### People: the human dimension

- **Non-discrimination** - suppliers do not discriminate in any manner on the basis of race, ethnic background, nationality, age, religion, gender, sexual orientation or disability.
- **Forced labor and child labor** - suppliers do not use forced labor or child labor
- **Health and safety** - with respect to health and safety, suppliers implement strict policies with the aim of creating an incident- and injury- free work environment and of preventing the occurrence of occupational illness and health problems associated with its activities. At all levels, suppliers play an active role in identifying and rectifying unsafe situations, and they work on continuous improvement of the health situation of employees.
- **Freedom of association** - suppliers respect the right of their employees to freedom of association and collective bargaining.
- **Fair remuneration** - suppliers pursue a fair remuneration policy with due recognition for performance.

### Planet: the environmental dimension updated with latest technology as changed from time to time

- **Eco footprint** - suppliers ensure and demonstrate continuous environmental improvements, including a reduction in raw materials, energy, emissions, discharges, noise, waste and reliance on natural resources and hazardous substances by means of clear targets and improvement policies.
- **Product stewardship** - in accordance with the principles of product stewardship, suppliers identify the risks and environmental impact attached to their products during the production, distribution and transportation process as well as their entire lifecycle and look for opportunities to reduce these. In this context, suppliers share relevant knowledge, expertise and experience with their own suppliers, Buyers and other parties.
- **Continuous improvement** - suppliers continually evaluate and improve their products, working methods, production processes and services. Suppliers ensure that these changes are executed in a controlled way and are acceptable to their Buyers and stakeholders.
- **Waste** - suppliers have in place or shall establish a procedure for the safe handling, storage, transportation, utilization and disposal of waste in accordance with the applicable legislation.
- **Information** - suppliers provide Buyers and the general public with clear information about the environmental and safety aspects of their products and production processes.
- **Safety and health risks for local residents** - suppliers shall systematically and regularly evaluate, or shall employ the services of an external party to evaluate, the impact of their activities on local residents, for example safety aspects, emissions, and waste from regular activity. The results are documented.
- **Emergency response** - suppliers make a reasonable and practicable effort to implement an emergency response program that addresses the most likely anticipated emergencies.

Cont.11...

**Profit: the economic dimension**

- **Laws and regulations** - suppliers operate in full compliance with international, national and local laws and regulations that are applicable to their business operations, and obtain all the necessary permits from Govt. Local industry standards prevail in cases where these are more stringent than local legal requirements.
- **Free and fair competition** - suppliers value free and fair competition throughout the world, and therefore comply with competition laws in all areas in which they operate and have implemented strict policies in this respect.
- **Embargoes and trade law** - suppliers respect the applicable trade laws and restrictions as imposed by the United Nations or other national or supranational bodies or governments, and have implemented strict policies to ensure compliance therewith.
- **Bribery** - suppliers refrain from any form of corruption including extortion and active or passive bribery. If any Supplier is found to be bribing and/or gifting any of the staff/employees of Buyer then this will be treated as cause of influence over pricing by Supplier to Buyer and all the purchases will be under scope of doubt so the Buyer reserves the rights to deduct min 5 or max 10% from the overall purchases done from such Supplier, for which the Buyer can go back upto period of 3 years (36 months) from the date of such incidence having occurred.
- **Gifts** - suppliers respect that Buyer employees do not give or accept any gift or favor that could compromise or raise doubts about the neutrality of the decisions made by Buyer or the supplier. Suppliers are aware of and adhere to our requirements.
- **Conflicts of interest** - suppliers disclose to Buyer all available information about conflict of interest including financial interests of a Buyer employee in any of suppliers' businesses. If at all Buyer have to pay or agrees to pay or is forced to pay any interest amt to any of its supplier or from whom we have taken services or for any other purposes then Buyer will pay as per labor rate and the basis of exchange rate applicable on the date of payment.
- **Confidentiality** - suppliers protect all confidential information provided by Buyer and its respective business partners.
- **Transparent accounting** - suppliers' accounting records and supporting documents show a true, fair and complete picture and reflect the nature of the underlying transactions.
- **Business continuity** - suppliers strive to maintain policies and plans that mitigate exposure to terrorism, crime, threats, pandemics, natural disasters and related major accidents.
- **Phone calls** – Any telephonic or discussion taking place cannot be recorded at any times for any reason.

**ETHICAL SOURCING SUPPLIER DECLARATION:**

Nutracare is committed to safe guarding human rights through ethical and sustainable business practices. As a condition of doing business with Nutracare or such other related company of Nutracare, we require that all suppliers comply with the Minimum Workplace Practices – Code of Conduct outlined below and confirm such practices are being complied with by executing this Declaration.

This Declaration, is intended to meet the internal requirements Modern Slavery (“Act”) and is also based on international standards including the United Nations Declaration of Human Rights, the United Nations Convention on the Rights of the Child, and the Conventions of the International Labour Organization, including its Fundamental Principles and Rights at Work.

Nutracare businesses have adopted a risk-based approach to modern slavery due diligence and have primarily focused on the human rights of direct employees and the human rights of those of our supply chains who are supplying raw materials. Suppliers and their employees are encouraged to report potential violations of, or to ask questions regarding, this Declaration to Nutracare at [info@nutracareintl.com](mailto:info@nutracareintl.com)

Labor and Human Rights : MINIMUM WORKPLACE PRACTICES – CODE OF CONDUCT (“Code”)

1. ANTIDISCRIMINATION

Suppliers shall not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, union membership, or other legally protected characteristic in hiring and other employment practices.

2. ANTI-HARASSMENT AND ABUSE

a. Suppliers shall provide workplaces that are free of harassment.

b. Suppliers shall not engage in physical, mental, verbal, and sexual or any other abuse, inhumane or degrading treatment, corporal punishment or any form of harassment. The Supplier will treat all employees with respect and dignity and comply with local legislation on disciplinary practices.

3. PREVENTION OF INVOLUNTARY LABOR AND HUMAN TRAFFICKING

Suppliers shall ensure that all work is voluntary. All workers are to be free to leave upon reasonable notice. Use of forced, bonded, indentured or involuntary prison labour is prohibited. Workers must not be required to hand over passports or work permits as a condition of employment.

4. PREVENTION OF UNDERAGE LABOR AND JUVENILE WORKER PROTECTIONS

Suppliers shall not use child labour. Child labour includes any person under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Legitimate workplace apprenticeship programs are supported. Workers under the age of eighteen (18) must not be required to perform hazardous work. The educational needs of such workers are to be taken into account when determining working hours.

5. WORKING HOURS, WAGES AND BENEFITS

a. Suppliers’ plants shall set working hours, wages and over-time pay in compliance with all applicable laws.

b. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater.

6. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

As legally permitted, Supplier shall freely allow workers to associate with others, form, and join (or refrain from joining) organizations of their choice, and bargain collectively where a legally recognized right to do so exists, without interference, discrimination, retaliation, or harassment. In the absence of formal representation, Suppliers shall ensure that workers have a mechanism to report grievances and that facilitates open communication between management and workers.

- Nutracare may request evidence and documentation to verify the above Code is being adhered to.
- In the event that the Supplier fails to comply with the above Code, Nutracare may immediately terminate any contract/agreement on foot between the parties without any liability whatsoever on the part of Nutracare to the Supplier. The rights herein are without prejudice to any other rights or remedies Nutracare may have under the terms of the applicable contract/agreement or otherwise at law.

**Disclaimer (email communication) :-** The information contained in this electronic mail message is intended only for the use of the designated recipient to whom it is addressed. An email and/or its attachments may contain confidential, proprietary, privileged & protected information which is meant only for the actual recipient. If the reader/receiver of this message is/are not the intended recipient & have erroneously received this message/email, then in such an instance you should immediately notify the sender on [info@nutracareintl.com](mailto:info@nutracareintl.com) and permanently delete/destroy any and all of this messages in your possession (whether hard copies or electronically stored copies) and not to disclose, distribute, forward, disseminate, copy, circulate on any social media platform nor made public neither in any other way use or rely on the information contained in this email/message and/or any attachments, such communication is strictly prohibited from being misused. Email cannot be guaranteed to be secure or error/virus free as the message and any attachments could be intercepted, corrupted, lost, delayed, incomplete or amended. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of email transmission. Email sent to correct email id buyer is considered and deemed to be delivered and received by the buyer and such email/s or its contents cannot be denied by the recipient/buyer. Buyer’s Terms and Conditions For Sales and Purchase will apply to all transactions and copy of which can be sent upon request.

**Nutracare, reserves the rights, at its discretion, to make changes, modify, add or remove any of the above conditions or any other Policies at any time without giving prior notice/intimation.**

**Nutraceuticals monitors email communications sent to and from Nutracare in order to protect Nutracare, our employees, customers, suppliers and business partners, from cyber threats and loss of Nutracare Information. Nutracare monitoring is conducted with appropriate confidentiality controls and in accordance with local laws and after appropriate consultation. Any breach will be attract legal action under Indian law.**

**NOTE:**

- All purchases handled are subject to Nutracare's (Buyer) General/Terms and Conditions having Reference No.NI/PURCHASE/01/01/2014, a copy of which can be made available upon request or can be reviewed from our website i.e. [www.nutraceuticalintl.com](http://www.nutraceuticalintl.com).
- Buyers other and complete Terms and Conditions of Purchase shall apply solely to any pending PO, which this company may change from time-to-time without giving prior notice.

Nutraceuticals expects its suppliers to strive to support and comply with all applicable laws, in accordance with the principles of the International Labour Organization, the UN Global Compact and the UN Universal Declaration of Human Rights.

Our charter of Sustainable Procurement Policy guidelines is as follows:

- No Child Labor - Our suppliers shall not employ any child labour.
- No Forced or Bonded Labor - Suppliers must not use any bonded or forced labour, & resort to slavery, or human trafficking.
- Gender Equality and Non- Discrimination — Our suppliers shall have the highest standards for ensuring respect for the personal dignity, privacy and rights of individual. Suppliers to promote an inclusive workplace and must treat their employees with dignity and respect. Suppliers shall not to show any discrimination on the ground of criteria such as gender, race, religion, age, marital status, disability, sexual orientation, disability, or citizenship.
- Freedom of Association and Right to Bargaining - Supplier must respect that all workers / employees have the freedom to association and right to collective bargaining and provide a workplace that is free from harassment or bullying. They shall under no circumstances be harassed or intimidated in the exercise of their right.
- Fair Wages and Benefits - Suppliers shall ensure to pay adequate wages (including benefits) in line with practices in locally comparable industries. Suppliers must ensure that workers are paid minimum wages as per local laws, minimum living wages, or industry benchmark rates, whichever is highest, including overtime pay and additional benefits. The legally binding employee contract should be adhered to.
- Working Hours - Supplier shall ensure that working hours are comparable with the requirements of the job and provide humane working conditions in line with regulations such as ILO Conventions and applicable laws of the Land. Employees shall be given the opportunity to compensate overtime and rest periods.
- Working Conditions - Suppliers must provide a safe and healthy workplace in compliance with all applicable laws and regulations. Adequate steps should be taken to prevent accidents and injury to health during work. Basic facilities such as proper emergency exits, ventilation, right temperature, portable drinking water, proper sanitation, etc. should be provided at the place of work.
- Living Conditions - Suppliers must ensure that the housing facilities, wherever provided, must be built safely meeting all the required safety parameters. The facilities must be clean and must be maintained on a regular basis.

- Engage and Protect Local Communities - Suppliers must take steps to encourage involvement of local communities and indigenous people by providing them employment as well as goods and services. Along with this, the legal rights of the local people, including but not limited to land rights, should be protected.
- Disciplinary Practices - Suppliers must not use or threaten to use corporal punishment, mental or physical coercion as a form of discipline. All workers must be treated with dignity and respect.
- Proper Grievance Redressal Mechanism - Suppliers must ensure workers have access to proper remedial and grievance redressal mechanism in place. Nutracare conducts its business activities in a fair and transparent manner with honesty, integrity, high ethical & moral standards and respect for human rights. NUTRACARE strongly believes that high ethical standards are essential for sound business relationships. NUTRACARE expects its suppliers to share this commitment while conducting their business.
- Conflict of interest — Suppliers shall take all necessary measures to avoid any conflict of interest and must report any conflict of interest in any business dealings with NUTRACARE that supplier is aware of to allow us the opportunity to take appropriate action
- Bribery, corruption, gifts and donations — Suppliers shall not be involved in or influence any decision in all commercial dealings with NUTRACARE or its employees. Suppliers must not offer to make any illegal payments, gifts, bribes, donations or other improper advantage in order to obtain unethical favors for the business. Suppliers must ensure that action is taken for violation of any applicable antibribery or anti-corruption laws and regulations in the locations of their operations and make every effort to eliminate all forms of corruption and bribery.
- Confidentiality - Suppliers must safeguard and respect NUTRACARE 's intellectual property, trade secrets and other confidential, proprietary, and sensitive information or data at all times and shall not disclose the same. The information provided by NUTRACARE should be used only for its intended and designated purpose as decided and agreed upon between NUTRACARE and the supplier.
- Anti-competitive and restrictive trade practices - Suppliers must comply with applicable local and international laws to promote free and fair competition and to get business by offering competitive prices and innovative products.
- Competitor Information - Suppliers must ensure that all information about NUTRACARE 's competitors is obtained legitimately and will only be used for legitimate purposes in compliance with all relevant anti trust and other laws and regulations. Suppliers must ensure that no attempt is made at any time to divulge to Nutracare any information about our competitors that is confidential to them and not in the public domain.
- Financial Frauds - Suppliers must ensure that all business and commercial dealings are transparently performed and accurately recorded in the supplier's books and records. There should be no actual or attempted participation in money laundering or financial frauds
- Compliance with Laws - Suppliers must ensure that all laws and regulations are complied with in the countries in which the supplier operates. All other applicable international laws and regulations should be complied with including those relating to international trade (such as those relating to sanctions, export controls and reporting obligations), data protection and anti-trust/competition laws.

Nutracare discourages sourcing from civil war zones or other areas with severe human rights infringements or countries having international/national/ regional sanctions eg list related to Product Risk ( arms and ammunition)

or country risks- ( eg terrorist organisation). Hence buyer shall ensure that enquiries to such countries/zones are not sent by referring to the “ Bureau of Industry and Security list” and United Nations Sanctions List.

- Fair competition — Suppliers shall compete fairly in a fair and competitive free market system and in accordance with the letter and in the spirit of all applicable antitrust, competition and trade practice laws. Supplier shall ensure that all intellectual property rights and business secrets are respected

NUTRACARE commits to give preference to suppliers with lower environmental impact of products and services. Suppliers must observe the following environmental management principles at their manufacturing plants to mitigate impacts on the environment.

- Environmental management principles at manufacturing plants — Nutracare expects our suppliers to adopt green initiatives and practises and act in accordance with the applicable statutory and international standards regarding environmental protection and sustainable procurement.

- Emissions — NUTRACARE recommends the following steps to its suppliers to curb emissions from their units. Emissions to air, boundary noise and effluent discharge should meet applicable local laws

- Reducing carbon emission — NUTRACARE suggests that its suppliers identify sources of carbon emission and make progressive efforts towards reducing carbon emissions within its control and preferring for carbon neutral products and services in their purchasing process. Reduction in water usage should be identified and measures for water conservation should be implemented like rain harvesting etc . Supplier shall employ best practice to sustainable use and management of water resources

- Renewable energy — Our suppliers are expected to use renewable sources of energy wherever possible to become more energy efficient and energy independent. The suppliers should take steps to identify the scope of replacing conventional sources of energy with sustainable and renewable sources in their operations.

- Efficient systems and process - Suppliers should work towards enhancing the efficiency and performance of the equipment / processes as a part of continuous improvement, monitoring and assessment of technology.

- Reduce, Reuse and Recycle — Nutracare recommends the following steps to its suppliers to reduce waste, reuse, and recycle:

- Zero Waste to landfill — Waste to landfill should be analyzed and suppliers should try and set targets to reduce the quantity of disposal to landfills. Alternate waste disposal techniques should be adopted in order to reduce the impact on the environment

- Responsible consumption of resources — NUTRACARE recommends its suppliers to minimize use of all resources, including raw material, in their processes. The supplier should look for opportunities to reduce resource consumption by improving efficiency, investing in advanced technology, reusing material by innovating products and processes. The supplier should minimize dependence on scarce natural resource by identifying and using appropriate replacements

- Packaging material - Suppliers should try to take steps to reduce the environmental impact of packaging material by developing innovative solutions and modify the design and disposal method accordingly

- Facility & Material — NUTRACARE expects its suppliers to focus on proper installation of equipment with zero error and the timely maintenance of all the equipment as well as facilities. Also, NUTRACARE expects that its suppliers to have housekeeping staff to maintain the hygiene all the time and to arrange pest control over the time for safety and security of its staff.

NUTRACARE expects that its suppliers have enough place or warehousing capacity for the storage of manufacturing goods. They should have proper or the updated techniques/ mechanism for carry the material and its transportation.

Quality Management System — NUTRACARE expects its suppliers to follow quality objectives and policies thoroughly and should be certified by the authority like ISO for continuous improvement. To ensure compliance with all the topics of this policy , the Supplier should:

- Formulate policies
- Define and assign roles and responsibilities
- Implement procedures
- Communicate on these standards to employees and relevant third parties
- Provide sufficient training to its employees and subcontractors
- Monitor the compliance to the policies and procedures
- Implement corrective actions

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, NUTRACARE expects suppliers to:

- Develop and maintain all necessary documentation to support compliance standards.
- NUTRACARE 's representatives to access relevant records, upon NUTRACARE's request.
- Allow NUTRACARE to conduct audits as per ESG parameters.
- Allow NUTRACARE's representatives to conduct site visits of supplier locations

NUTRACARE may investigate any reported non-conformity and discuss findings with the supplier. Any such cases identified shall be escalated to Purchase Head /CEO as mentioned in terms and conditions of po. Any failure to comply with this Supplier Code of Conduct —Nutracare reserves the right to terminate business relationship. By accepting the PO, the supplier acknowledges having read and understood the requirements and commits to act responsibly and to adhere to the principles/requirements.

**The Nutracare group may monitor email communications sent to and from the Nutracare group in order to protect Nutracare, our employees, customers, suppliers and business partners, from cyber threats and loss of Nutracare group information. Nutracare group monitoring is conducted with appropriate confidentiality controls and in accordance with local laws and after appropriate consultation.**