

TERMS AND CONDITIONS FOR SALES:

VIA 100% ADVANCE PAYMENT:

1. The Supplier should receive the full advance payment(s) within 3 days from the date of PI. Any payment(s) received after stipulated date will be subject to change in price & other terms without any prior notice.
2. After receipt of advance payment(s) by the Supplier if the Buyer cancel(s) the PO(s) within 7 days from the date of receipt of this advance payment for any reason(s) then in such case the Buyer can only claim for 50% refund from its total advance payment made.
3. If there is any old or previous amount to be received/recovered by the buyer via any means, then any amount received in advance (full or part advance) will be first adjusted towards such outstandings by Supplier.
4. If after completion of production or during and/or after dispatch/shipment of goods or after 15 days, whichever is earlier, if the Buyer is unable or refuses to accept the said good(s) for any reason(s) then in such case the Buyer will have no rights to claim refund for its advance payment made. Additionally, Supplier can claim for damages arising out of such act and/or if they have to sell the Product at low price to other buyer.
5. Delivery date given at the time of quotation will start from the date when pyt is received not from date of order.

VIA PARTIAL ADVANCE PAYMENT:

1. The Supplier should receive the partial advance payment(s) within 3 days from the date of this PI. Any payment(s) received after stipulated date will be subject to change in price & other terms without any prior notice.
2. After receipt of partial advance payment(s) by the Supplier if the Buyer cancel(s) the PO(s) within 7 days from the date of receipt of this advance payment for any reason(s) then in such case the Buyer can only claim for 50% refund from its total partial advance payment made.
3. If there is any old or previous amount to be received/recovered by the buyer via any means, then any amount received in advance (full or part advance) will be first adjusted towards such outstandings by Supplier.
4. If after completion of production or during and/or after dispatch/shipment of goods or after 15 days, whichever is earlier, if the Buyer is unable or refuses to accept the said good(s) for any reason(s) then in such case the Buyer will have no rights to claim refund for its partial advance payment made. Additionally, Supplier can claim for damages arising out of such act and/or if they have to sell the Product at low price to other buyer.
5. Delivery date given at the time of quotation will start from the date when pyt is received not from date of order.

VIA DELIVERY AGAINST ACCEPTANCE (DA) PAYMENT:

1. By asking/sending this PI, the Buyer of product accepts to pay the invoice value upon its due date from the date of BL/AWB or any due date agreed upon, without any reasons for delay.
2. Bill of Exchange should be accepted dully signed & endorsed upon arrival of original shipping documents in buyer's bank.
3. After shipment the buyer cannot cancel the PO.
4. If the original shipping documents are sent to buyer's office directly in good-faith and as per request for buyer then, original B/E will also be sent which the buyer should sign and stamp the First Original and send back to us this original B/E for our records. If this is not agreed than the original shipping docs will be sent by supplier's bank to buyer's bank.
5. After receiving the order, Supplier will apply for ECGC (insurance cover) and if ECGC denies to give such cover then supplier is not obliged to supply the product to buyer and both parties will mutually discuss and agree on new payment terms.
6. Keeping in mind the strict banking regulation the management of Supplier has decided to send all original shipping document to buyer via bank, so Supplier will submit these originals in their bank and Supplier bank will send these originals to Buyer bank, Buyer can get these originals collected from their bank by simply signing the Bills of Exchange.
7. If the payment is delayed by the buyer for any reason than 2% p.m. interest will be applicable on invoice value till the time of payment is received from its due date.

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VIA LETTER OF CREDIT (LC) PAYMENT:

1. LC should be issued & copy should be sent to us by email or fax within 3 days from the date of PI. LC issued/received after stipulated date will be subject to change in price & other terms without any prior notice.
2. Last date of shipment mentioned in the LC should be 45 days from the date of opening LC.
3. LC should be freely negotiable with any Bank.
4. No demand for Packing List should be there in the LC. PL only issued for FCL not for LCL shipments.
5. If any additional information is added in the LC without Suppliers confirmation then in such case amendment will be required, which will be at Buyer's cost.
6. No other document should be requested other than Invoice, Packing List (not for LCL shipments), COA, Certificate of Origin (if required), Bill of Lading for Sea shipment / Air Way Bill for Air shipment & Insurance copy (if our terms includes).
7. Any kind of discrepancies, if any, in original shipping documents submitted to Buyers bank will be accepted by buyer.
8. All charges including LC opening charge, confirmed LC charges, banking charges, interest charge, LC discounting charges, will be to Buyers account.

Terms for in-DIRECT EXPORTS / THIRD PARTY EXPORTS (local/domestic merchant exporter):

Apart from any of the above payment terms we may agree to work as under, following conditions will be applicable:

1. If the product is exported/shipped by Supplier under the instruction of any local/domestic party or agent of its principle, than under such situation collection of payment is sole responsibility of such instruction/ordering party.
2. Unless it is agreed in writing between the Buyer and Supplier that which party will claim for export benefit / incentive, then in such case the export benefit will be deemed to be to Suppliers account.
3. If the export benefit is to Suppliers account then the Buyer will follow all required custom procedures enabling for the Supplier to claim the export benefit. If the supplier is unable to claim export benefit due to Buyers mistake/negligence than the amount equivalent to loss of export benefit will be debited to Buyers account.
4. If the Buyer fails to provide the Supplier with any export related documents such as Proof of Export or Cenvat forms or any Statuary requirements, which may be required by us to fulfill the obligation with any of the government body, then in such case the loss will be debited to Buyer account and payable by Buyer to Supplier.
5. If the Buyer fails to provide copies of BRC, EP copy, Mate Receipt etc.. , which may be required to fulfill the obligation with any of the government body, then in such case the loss will be debited to Buyer account.
6. Fulfilling Export obligation/benefit (Adv.lic or DBK or Rebate etc...) requirement is the sole responsibility of local/domestic merchant exporter and they have to support the supplier with all and any required paper work to do so. If supplier fails to get export benefit/incentive than such cost will be debited to buyer a/c.
7. For in-direct exporter / third party exporter, excise is nil against ARE1 & CT1, Tax is nil against Form H, I Etc...it is the exporters responsibility to fulfill this and all other statutory requirements.
8. Fulfilling all statutory (c/i/h-form, etc...) requirement as directed by the Govt. of India is the sole responsibility of local/domestic buyer.
9. Any loss caused to supplier due to mistake/negligence of any nature on part of Buyer than such loss with damages will be debited to buyer which they will be bound to pay to supplier.
10. Custom clearance, FDA, DGFT and any other govt.authorities and liability will be responsibility of buyer. If Buyer is sending any statements/letter to these and any other authorities without informing/confirming the supplier than it will be buyers responsibility.
11. Buyer in their PO should disclose the country in which they intend to export Supplier's product to avoid any dispute, if this is done but Buyer has misguided the Supplier for any reason and eventually exported to country where Supplier is already selling than Supplier can claim damaged equal to the invoice value of the Supplier. Also, quality of product required in a particular country may differ from other country requirement so if Buyer has misguided the Seller then that responsibility will be upon Buyer.
12. If any third-party exporter is asked for name of country to which they will export our product, then they have to disclose accurate name because if later on it is found that you have exported to any other country and if we have presence in that country then it will create competition for our product. Any such wrong information is shared by third-party exporter then they will have to pay penalty in tune of min USD 50,000.00. Country to country the required quality may differ so Buyer has to inform the Supplier about this clearly or else Supplier will not be responsible for any quality issues.
13. If any third-party exporter is using fake or fabricated coa of our company then strict legal action will be initiated against them and they will have to pay penalty in tune of min USD 50,000.00 or face legal actions or both.

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14. PO placed by buyer on supplier is not conditional to buyer's order with his/her customer. In case for any reason buyer's customer cancels their PO with buyer then buyer cannot cancel his order with supplier for any reason. If in such case advance amount is received from buyer then supplier will forfeit/adjust in damage/loss.
15. If material is kept ready specially for buyer against their PO/written confirmation than buyer is bound to buy and pay for the same otherwise this will amount to breach of trust and it will demolish all the PO/Contract/Agreement that are in place.
16. If any third-party/merchant exporter is first taking delivery of the goods to their warehouse and from there they intend to further dispatch it to port then the responsibility of transportation, safety of goods and if any sabotage/tampering is done with packing, label or quality, then in such case such party will be responsible.
17. After supply of product, if buyer notice any discrepancy in packaging then they should inform the supplier immediately upon receipt of delivery. Supplier will send its person for inspection. If Package seal is not found in its original form/style/pattern then Supplier will not entertain any claims. If all packages are found opened at the time of inspection or before then Supplier will not accept any claim of sabotage nor of any other nature.

Apart from above, following other terms and conditions will apply on all kind of Buyers:

Order:

- Terms and Conditions of Supplier will prevail and/or supersede over Buyers T&C, or any other previous agreements entered into by the Parties, if any.
- If PO is sent by Buyer to Supplier, unless it is confirmed by Supplier it do not mean it is accepted by Supplier. Its price and other T&C are subject to change.
- PO once placed by Buyer and the same is accepted buy buyer then it cannot be cancelled solely/unilaterally by buyer unless agreed/accepted by Seller in writing. Any such sole/unilateral cancellation of any particular PO should be made by buyer in 2 days from the date of PO.
- Any special quality, document and packing requirements should be brought to the notice of Supplier at the time of placing their PO with supplier.
- Any requirement of special document or label should be mentioned in the PO, if it is not then the actual cost for obtaining such special document will be at actual and extra at the cost of buyer and due to non-providing of such document and/or in time due to which it may cause delay or extra cost for buyer in custom clearance then any such cost and/or delay/damages/claims are responsibilities of buyer. Nor this will be accepted by supplier that the buyer use this as reason to cancel the order or not accepting the delivery of goods after shipment.
- If Buyer after placing order do not take delivery of goods in given time from the date of order then such order can be cancelled by seller without giving any notice.
- If Order is placed by Customer/buyer located in different country then the receiving party/buyer than in such case the ordering party will be responsible for pyt if pyt is delayed or defaulted by receiving party, such receiving party can also be a subsidiary of ordering party.

Price:

- The offer/price and any other terms are subject to final confirmation from supplier or valid for 1 week from the date of the offer, whichever is earlier or mentioned in quotation.
- Our price(s) if quoted in any international currency i.e. USD or Euro, are subject to change based on prevailing exchange rate in Indian market/bank on the date of receipt of order. If order is received on the same day of quotation date than there will be no change in price.
- If there are old orders placed by the buyer on supplier, then in such case supplier will ship product under old orders first and then start shipment under new order. If Buyer had placed new orders at higher or lower price than, any pending order at any price will be shipped first or as mutually agreed between both parties.
- If Ocean freight, Packing material, etc.. will increase which is beyond the control of seller then the price will be revised accordingly. If there is sudden jump in raw material prices more than 5% then seller can refuse the order under such extreme market conditions even after accepting/confirming it and/or demand change in price in highly volatile market. If ocean freight at the time of quotation differs at the time of shipment, the buyer will be responsible to pay for this difference.
- If the supplies are not under annual short term or annual contract, then it is not responsibility of Supplier to inform keep Buyer updated on price from time to time. If purchases are done by Buyer on spot basis then it is responsibility of buyer to confirm the price in advance with Supplier. If Buyer accept any order from their customers at old price then Supplier is not liable to oblige.

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- If you confirm the order in max. 3 working days from the date of quotation then we can maintain the given delivery schedule, confirmation received thereafter will be subject to availability of stock or might change the schedule without giving prior notice. Same is with the price too.
- If your order is received, accepted and supplied by us, then you cannot consider the same price and terms for your next requirement unless we have a fix contract. All new enquiry/requirement will be considered as spot purchase, so it will be negotiated each time.

Delivery:

- Once the product is ready for dispatch or after the product is dispatched from our facility or product is loaded on vessel/flight than cancellation of PO will not be accepted nor any change in price or any other terms will be negotiated. Buyer will be bound to oblige the order/contract. The buyer has to accept the shipment once it arrives at their port/warehouse. If the buyer decides to ship the goods back to supplier, then this can only be done after having receiving confirmation/acceptance from the shipper in written. All the involved cost will be to buyer account. It is upto supplier if they will accept the goods back or no (if shipped without their confirmation/acceptance) in such case the pyt will be due and payable by buyer even if the supplier don't accept such goods back.
- 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 customer on time and to the proper location than the cost arising out of this delay we will responsibility of the courier company and buyer will have to claim their losses from such courier company nor from Supplier.
- For merchant exporters, all unloading and other costs at their designated warehouse will be to their account. They should also have insurance of goods and/or their warehouse where they tell Supplier to send the goods, in case of any accident buyer will be responsible to pay the cost of goods to supplier.
- If a Buyer has nominated any agent/forwarder for pick up and handing of their shipment/consignment then all formalities of clearance at port of discharge and necessary formalities and procedures are to be completed by the nominated agent and also this agent should keep their customer updated is agents responsibility. If the Buyer has nominated a agent and if they change the agent then it is buyers responsibility to update the shipper/supplier before shipment. After handover to product to such nominated agent the buyer cannot refuse to accept the delivery even if they do then the nominated agent will be liable to pay for the value of goods.
- If the supply is to be made to EOU/SEZ in Indian territory and any place/location which is exempted from govt.taxes or gets subsidiary from govt of India than such thing should be mentioned in the PO and all documents should be provided to supplier, the benefit/incentive under such supply will be to suppliers account unless specified in the PO that it will be to buyer account. If supplier do not get this benefit/incentive than they will claim from buyer for that much amount.
- If a particular order is shipped to other port in that particular country and if the supplier had sent copy of shipping docs by email to buyer and no discrepancy of any nature is reported and in particularly of the change in port of discharge, then the buyer has to accept the delivery of goods and they cannot use this as a reason for not accepting the goods or delay our pyt if the terms are on DA basis or deduct our pyt. If there is a cost involved, then it should be mutually agreed and settled by both parties.
- If you confirm the order in max. 3 working days from the date of quotation then we can maintain the given delivery schedule, confirmation received thereafter will be subject to availability of stock or might change the schedule without giving prior notice. Same is with the price too.
- The term "dispatch" means, the time required for product to get ready for dispatch from factory after completing production after qc release.

Delay:

- In case of any delay from supplier in supplying the goods on time to buyer, even after knowing this delay if deliveries are accepted by the buyer then no claim/penalty or any loss caused to buyer will be entertained. Supplier will not be obliged to pay air freight if product is asked by the buyer to be shipped by air.
- Any claim arising out of failure or delay in supply of Product will not be accepted by Supplier. If a particular order is delayed for shipment from supplier for any reason and due to this if buyer has to pay compensation to its final customer than supplier cannot be held responsible for it because if even after knowing that there is delay in shipment if the buyer still is asking the supplier to ship the goods in the incoterm it was agreed than buyer will not hold or delay or deduct payment of supplier after the goods are shipped and will accept delivery of goods without any condition or deduction.
- If any shipment is decided for FOB Mumbai, which means buyer will arrange shipment from Indian port to their required port at their cost (be it sea or air) , if there is any delay and if it is caused by agent of buyer then seller cannot be made responsible for anything nor cancellation of order will be allowed.
- If shipping line or air line, do not ship Product on given vessel for any reason inspite of supplier handing over the product on time, then buyer cannot blame on claim from supplier.

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Quality:

- Once the product is delivered to the preferred warehouse of buyer (in case of merchant exporter) than the same should be tested by the buyer at their preferred independent (third-party) laboratory to ensure the quality is as per standard or required specs, no quality or liability claim will be entertained once the goods leave out of India. Pre-Shipment Samples will only be provided upon request. Testing of material is the onus of buyer at their cost which should be done before shipping out the goods out of India at their own expense and place, sampling cannot be done at supplier's factory/warehouse/premises unless specific request is made to buyer to supplier which should be accepted by buyer in writing.
- Any sample that is sent to any customer, clearance in their country custom dept is their responsibility, Supplier will not accept any claim of whatsoever nature if it may arise.
- Pharmacopeial products are not for Fertilizer, Agro, Pesticide use and not to be used in Prohibited applications Govt./non-Govt/NGOs etc...all responsibility will be of Buyer in case they do so.
- If a particular purchase of product is done by Buyer from the Supplier and it is meant for exports then this should be informed by buyer in advance as quality & price supplied for export and local may differ. If a product is purchased with Pharmacopeia having international standards then it doesn't mean to supplier that it will be used locally or exported. If Buyer buys material and misguide to Supplier by saying it is for Local market and actually the Buyer exported it then all responsibilities will be on buyer. Any claim arising from this will not be entertained by Supplier.
- Product that Supplier will sell/supply will be as per Certificate of Analysis sent along with delivery. However we don't take performance or chemical reaction guarantee how the product will perform/react in the final formulation or any other product that is made from suppliers product so before use of our product the end user should conduct all necessary tests, stability and suitability and if required should take R&D before final use because the Supplier will not accept any claims after use. Supplier responsibility ends if the product is tested ok and used for production by buyer. Supplier makes no warranty that the Products are merchantable or fit for any particular purpose.
- If any product has failed in any parameter then buyer will have to support their claim with proper test report. However, sellers liability to limited to the CoA given with material. If buyer have used the material after claiming it is of inferior quality and also provided test report then such claim will not be entertained.
- If there is any additional test that buyer wants from seller then such test should be added in sellers CoA before accepting material/product or it will be deemed that such supply is free from any issues, claims, demands, objections, complaints (if any) and that the product is accepted after complete inspection of quality and packaging.
- If the product is stacked for long time, and if it form lumps / agglomeration then Supplier will not be responsible for it be it characteristic of product or even otherwise.
- After receiving the delivery of goods, Product should be stored with storage proper conditions as required for a particular product is responsibility of buyer.
- Any quality claim should be informed to supplier by the buyer with proper supporting proof within 7 days from the date of receipt of material in the warehouse/delivery address of the buyer. And product not to be used until proper testing is conducted.
- Any issue/discrepancy with regards to Quality/Quantity/Packaging/CoA/Weight, et... should be informed by the Buyer to Supplier within minimum 3 or max 7 days from the date of receipt of material, if none of such issues are raised then it is deemed that Buyer is in acceptance with all.
- If there are more than 1 pending order from a particular buyer then before shipment of next order the first order should be received and buyer should confirm all is ok with the received order. If buyer ask to ship next order this means the buyer has no discrepancy with received goods.
- If buyer need freshly manufactured material not older than 3 months then they should specifically mention this in PO.

Rejection:

- If any product is supplied and for any reason if it is returned back by buyer to supplier, the same should be received by supplier immediately with minimum 75% of shelf life of product should be valid by the time product reaches at suppliers seaport because custom clearance procedure sometimes takes a long time.
- If Supplier claim their quality of product is as per CoA and no issue in quality was reported in stipulated time by Buyer and even than if Supplier agrees to take back the Product from Buyer then Buyer will have to pay the freight and/or duty if involved and deliver the Product at their entire cost till the factory/warehouse of Supplier.
- If any rejected goods is disposed/destroyed by Buyer without approval of Supplier then Buyer will be liable to pay for its cost of product. If Supplier agrees that there is rejection due to quality issue then Supplier will arrange pick up of such goods at Supplier cost so Buyer cannot destroy such goods unless Buyer has without written confirmation from Supplier.

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License/Registration:

- Custom clearance at port of destination is sole responsibility of buyer. If import license is required by authorities at destination then it is responsibility of buyer to inform the shipper prior to shipment. If there is any delay in custom clearance for whatsoever reason than any storage charges involved will be responsibility of buyer and no deduction of amount or delay in paying supplier will be accepted.
- Domestic buyer or merchant exporter should have valid Drug License to consume/buy/trade such product. For trading purpose, trading license is required which is issued by FDA, buy and/or distribute/ sell the Drug/Pharmacopeial product, it is solely responsibility of buyer to have FDA license.
- If a particular Buyer (herein referred as License holder) has registered a particular product in a particular country where Supplier has contributed with supplying required documents, in this case such Buyer cannot buy/register similar product from other Supplier nor without Supplier/Nutraceutical's consent the buyer can transfer or sell the registration license or its brand to any third party/person and any other action which may cause in loss of business for supplier.
- If Buyer/ License holder is not able to cover or sell as per demand of market then Supplier can sell such product to alternate buyer and if alternate buyer need authorization from License holder company then they will provide the same to alternate buyer as per request of Supplier as that alternate buyer can buy product from Supplier. If License holder will refuse to provide letter then Supplier reserves the rights to stop supply to License holder company.
- If any product is sold buy supplier as waste or dead rm/fg then the scrap buyer should have valid MPCB license and once goods sold will not be taken back so required testing should be done if required, after loading of goods all responsibility will be of scrap buyer.
- Products falling in to controlled substance category / list of schedule drugs under importing country, shall be exported directly from the Supplier only against receipt of original import permission issued by concerned authorities of the importing country.
- loan license will be cost and responsibility of Buyer , separate agreement with T&C will be executed if both parties mutually agree to it.

Payment:

- If there is any old or previous amount to be received/recovered by the buyer via any means, then any amount received in advance (full or part advance) will be first adjusted towards such outstandings by Supplier.
- Buyer after sending order and pyt (full or part advance) changes his order by way of quality or destination or quantity then Supplier will not return the amount paid and will also charge for difference in cost to execute/complete the order.
- After the PO is received from the buyer, under any payment terms we may agree to work (except for 100% advance), if the Supplier has to take ECGC (credit insurance cover) on Buyer, and if such cover is not available or denied then the Supplier may choose not to supply material to buyer without any penalty on Supplier. The payment terms may be revised to 100% adv based on mutual agreement if such incidence takes place. If there is a delay in supply under credit insurance then Supplier will have to inform the insurance company about the delay and in doing so if the insurance reduce the limit or credit score is affected then Supplier will not be responsible.
- After receiving the order, Supplier will apply for credit insurance cover and if the agency denies to give such cover then supplier is not obliged to supply the product to buyer and both parties will mutually discuss and agree on new payment terms.
- If a Particular export shipment is Factored (factoring) then it is the responsibility of Financing bank/party/institution to take insurance on that particular buyer and recover their money from insurance company in case of any default. It is responsibility of factoring company to pay balance amt to Supplier.
- If a Credit Note is given towards any particular supply, then it should be acknowledged in 3 days from the date of issue otherwise it will be treated as non-binding on supplier. Any credit note issued against a particular supply will be adjusted against next supply.
- If payment term (full or partial) is TT against copy docs and if it is delayed by Buyer, and if the material has reached destination port then Supplier will not be responsible for any storage charges. BL and other Original shipping docs will only be sent after receipt of pyt by Supplier. After receipt of pyt Supplier can do telex release of BL on request of Buyer so buyer can take delivery of goods early.
- If there is a mediator/indentor/commission agent/sole agent and/or any third parties (herein referred as "Third Party") between the Supplier and actual Buyer, under who's instructions the order is received or shipment is made, in this case if the actual Buyer do not pay at all, or do not pay on time, and if by any chance the supplier has to bring the product back to India than all the cost of shipping (outward and inward) and cost of damages/losses will be to such third party's account and/or actual buyer. Such third party will be responsible for collection of payment from buyer and/or all the costs of any nature arising out of such act will be to account of such third party. If there is delay in receiving pyt from actual buyer then the supplier can charge interest which has to be paid by actual buyer and if they refuse to pay this then such cost will be debited to third party's account and will be deducted from the commission payable, if any.
- Keeping in mind the strict banking regulation the management of Supplier will send all original shipping document to buyer via bank, so Supplier will submit these originals in their bank and Supplier bank will send these originals to Buyer bank, Buyer can get these originals collected from their bank by simply signing the Bills of Exchange, irrespective of any payment term we may have agreed to work with.
- Payment should be wired by actual consignee who is ordering and receiving the goods, payment should be received from the same destination as of the country where the goods will be shipped if this will not be the case then buyer should inform supplier in advance about this. If there is any change in this then Buyer should inform in advance to Supplier.
- In view of the email hacking fraud, if any instructions received by any of the suppliers email ID for change in bank details then such email should be verified with the supplier by send fax to 91-22-28703656 or call the authorized sales person on whats app or phone call before sending payment to any such bank or party. The fraud is done by informing buyer about a) change in name of receiving party and/or its bank due to tax issues or any other issue b) change in place of receiving bank details c) change in name of receiving buyer, etc. Buyer should be alert about such activities and supplier will not be responsible if payment is made to any such party , if supplier do not receive the payment then the supplier will hold the delivery of goods and demand payment from buyer for the supplied goods. Buyers bank details can be made available upon request and in case of old buyers they can use the bank details available with them which they may have used for previous concluded transaction(s). Refer Caution (Hacking) below.
- Delay in receiving payment after its due date for any reason will attract 2% p.m. interest on invoice value till the time the payment is received. If any legal action is taken, then it will be at the cost and consequences of buyer.

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- Unless the payment is received, Supplier will not be obliged to send original shipping docs to buyer if the terms are TT against copy docs or DP at Sight/CAD/LC terms, the buyer will accept the original shipping docs within 7 days from the date of delivery to their bank and make the pyt. Under TT against copy docs pyt term, the buyer has to make pyt in 7 days from the date of receipt of copy of shipping documents by email. If the payment is not received in 7 days then supplier will have right to hold the delivery of goods at destination port and until then buyer will have no right over the goods until paid.
- If there is substantial outstanding that is due or over due which is receivable by Supplier from Buyer and if in such case pyt is not received inspite of reminders then Supplier can stop its supply of product without any claims arising due to production loss on buyer unless the due o/s is received. At anytime only the outstanding amt can be pending for pyt by Buyer, all due or over due amt should be received by Supplier.
- Supply value limit is at discretion of Supplier. If Supplier have agreed to give 60 or 90 days credit period to Buyer then if any pyt is not received on due date then Supplier can withdraw the credit period without prior notice. Limit will be derived from the maximum value of any invoice supplied in past 3 months. If supply/invoice value limit exceeds in a month then such pyts should be done on immediate basis by the Buyer.
- Irrespective of full or partial advance pyt terms, the delivery date will be considered from the date of receipt of such pyt not from order date or proforma inv date.
- if there is delay in receiving payment above 180 days then Supplier have to return to the Govt of India the applicable GST (central tax authority rule) amt with 18% interest and equal penalty, so the same will be debited to Buyer's account. Any pyt that is received after 180 days from Buyer will be first adjusted against the above losses. Bank interest will be charged separately on principle amount for the delayed days. All delay in pyt are subject to GST rules as per guidelines set by govt. of India.
- additionally, if any payment becomes overdue with +180 days and if it remains outstanding even after Indian financial year end 31st March, then it is subject to onetime lump-sum 10% penalty based on value of invoice.

Amendment:

- If after sending draft of copy of shipping docs to buyer, no changes are advised then the final shipping documents will be prepared in the same manner it was sent for approval. If any changes are required after releasing of originals then the cost of amendment will be borne by buyer.
- If buyer require any special document with shipment then such request should be made earlier not after shipment, the cost of getting such document after shipment will be borne by buyer, if concern authority refuse to issue such document for whatever reason then shipper will not be blamed for it. Buyer will have to accept the delivery of goods and if they have to pay additional duty or any penalty to their govt during clearance at destination then it will be responsibility of buyer.
- As a regular practice the supplier before sending the originals to buyer directly or buyers bank (or as agreed between the buyer and seller) , the supplier sends by email complete set of copy of shipping docs by email to buyer , if there are any changes to be made then it should be reported in 1 day to the seller , if any changes or requirement of additional docs is made after the buyer receiving the originals then such request will be at buyers cost including that of courier cost.
- 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. If the Supplier wants to give acknowledgment on the PO with their Sign and Stamp then it will be accepted but no other handwritten remarks or changes /additions will be accepted unless it is followed by amended PO and/or acceptance of such remarks by Buyer.

Patent:

- Supplier products are not offered or sold in countries where valid patent exists. If any buyer who is buying such product for such country, without informing the Supplier, then the supplier is not responsible for any legal actions hence it is buyers responsibility to ensure that transactions do not infringe any patent rights applicable.
- Products currently covered by valid US Patents are offered for R&D use in accordance with 35 USC 271 +A13(1) at buyers risk.
- Supplier do not encourage the buyer to sell any goods which infringe intellectual property in any manner whatsoever which includes patent rights of any individual.

Special conditions:

- If you confirm then order in max. 3 working days from the date of quotation then we can maintain the given delivery schedule, confirmation received thereafter might change the schedule without giving prior notice. Same is with the price too.
- If your order is received, accepted & supplied by us, then you cannot consider the same price and terms for your next requirement unless we have a fix contract. All new enquiry/requirement will be considered as spot purchase, so it will be negotiated each time.
- We are not obliged to inform customers in prior about any change in price of our product.
- As per company policy, customer/buyer cannot coordinate/approach/contact with factory or other dept directly. They should keep in contact with their authorized sales rep.

Communication:

- Any written communication made via email/fax/letter sent by courier or mail, mean that the same is delivered/received/read by that particular person and will have legal binding in the Buyer.
- If Seller shares any presentation/ppt to buyer, then such presentation is not for circulation to third party/company other than to whom it is sent. The information mentioned in this presentation that is shared with Receiver is strictly confidential and its responsibility not to share with any third party/company nor on any public domain neither on any social media platform is upon the receiver.
- If the new person is recruited and is under training (his/her signature will have mention if under Training/Trainee) then any commitment done by him will not be binding upon this company/seller.
- 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 company, will be treated as official communication and binding confirmation

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- Both Buyer and Seller shall not discuss about any dispute in Public and/or social media platform about any grievance.
- If buyers person block the number of supplier person then it will be treated as delivered message.
- Supplier can record voice or video discussion if and when required without informing the Buyer for important discussions. This is deemed as consent from Buyer. But buyer need to take consent from Supplier if they want to record.
- If any Buyer or its custom agent or any third-party intends to us our/Supplier Letterhead then they should take approval from Supplier prior to sending of any kind of letter to anyone. Such letterhead should be signed by Authorized person/director of Supplier or person handling a particular matter. The receiving party should receive such letter from official email id of company having domain @nutracareintl.com and original by courier if required, without having either of these 2 ways of receiving modes if receiving party receives any kind of letter in photocopy of supplier letterhead then it will not have legal binding on us.

Product Liability:

- Product liability will not be responsibility of supplier. Supplier's responsibility is limited with supply of material as per required specifications and/or suppliers CoA. However, buyer should conduct their own tests on the purchased product before use. In any case if product is OOS then the buyer should not use or sell such material , after use in any case seller will not accept any liabilities. **Limitation of Liability:** In any event the maximum aggregate liability of supplier for any damages and claims under this Agreement shall be limited to the number of unit/packages used which are supplied under particular invoice. It is responsibility of Buyer to take liability insurance in case needed.

Job Work/Contract mfg:

- If the buyer has supplied raw material to supplier on conversion/job work/contract manufacturing basis than after the production has started rm will not be returned and it the order is cancelled for any reason even than the buyer will take the delivery of goods from suppliers factory/warehouse after paying agreed charges/amount, if buyer will not lift such material in 7 days then seller can sell such material to any buyer to recover its costs.
- If raw material is supplied in packages on returnable basis than such packages should be picked up at the same time when the buyer picks up the finish goods, any loss/damage to such returnable packages which will be picked up after 7 days from the date of pick up finished goods then it will not be to suppliers account.

Force Majeure:

- In case of Force Majeure or fire, Buyer will not claim for any type of damages caused due to failure or non-timely supply of product. If is such situation product is kept ready for buyer and there is delay from buyers side to allow dispatch than buyer shall be responsible to pay supplier the cost of product.
- At the outbreak of any kind of Pandemic it will be treated as Force Majeure and in this situation Price & Delivery of product, may be affected in various ways so any contract/order may be amended in terms of price and delivery schedule so Supplier will not be held responsible for it or be payable for any loss caused to Buyer from this.

Legal:

- If the Buyer ask for sample from Supplier for any product pretending for development of new project using our product but eventually if is understood that they had asked for sample for comparison with Supplier quality or for their own development purpose then Supplier will claim for damages under misguiding/misleading, cheating and other acts under law.
- If there is any Anti-Dumping levied by the customs/doc of the importing country on product that is shipped from India then such clearance of import shipment and/or paying anti-dumping duty will be at the cost of importers/buyer. It is deemed by the seller that the buyer/importer knows the law of their land and cannot blame seller or return the goods to seller, if such goods are paid in advance then seller will have no obligation to return the money. If the goods are not paid in full or part payment is made then buyer will make such payment to seller
- 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 local/domestic buyer.
- Discussion on whats app will be treated as legal communication method until the discussion is between the 2 authorized person of both companies.
- Laws India and Court of Mumbai will apply for settlement of all and any disputes.
- All the disputes shall be referred to a sole arbitrator to be appointed by Supplier/Nutraceutical. 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.
- 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 know to us in that case this company will not take any liability arising out of it.
- All sales done are subject to Nutracare's General Terms and Conditions having Reference No. NI/SALE/01/01/2014, a copy of which can be made available upon request or can be reviewed from our website i.e. www.nutraceutical.com.
- Sellers other and complete Terms and Conditions of Sale shall apply solely to any pending PO, which this company may change from time-to-time without giving any prior notice.
- The HS code may change from country to country, so the responsibility to check correct HS code in country of final destination is of buyer/importer not Supplier. The applicable duty and other cost are responsibility of Buyer, if they want Supplier to use a specific HS code in shipping docs then they should inform the Supplier in advance not after shipment or upon arrival of goods.
- Buyer cannot share or transfer information/data of another Supplier with other Supplier. For eg. If Nutracare (supplier) has given any price or term or specs to Buyer then the Buyer cannot share such info with other supplier to gain benefit for them. Such info by any supplier should be treated and respected with highly confidentiality.
- The term "not offering" means, we will not offer same product in same region to 2nd company from whom we receive the enquiry unless we have exclusive supply agreement with the 1st company from whom we received the enquiry 1st or the 1st company have disclosed the name of customer and Customer Protection Agreement is signed.
- Apart from GST claim, Supplier can also escalate the matter by circulating in the industry and cautioning them about unfair business practices followed by buyer. The company can also file complaint with industry associations and inform credit insurance company which may result in getting credit from Indian supplier for the buyer, so supplier will not be responsible for such acts if it causes bad reputation to buyer company due to delay in payment by buyer nor responsible for defamation if it damages your credibility.
- Buyer acknowledges that Supplier does not tolerate any form of bribery or corruption, and Buyer agrees to comply with applicable anti-corruption laws of the land. If Supplier has reason to believe that Buyer has breached this provision, or that such a breach is likely to occur: (a) Supplier may terminate this Agreement immediately and for cause and (b) Buyer shall indemnify and hold Supplier harmless against any and all claims, losses, or damages arising from or related to such breach.

T&C for CHA/Forwarder/Agent/Custom Agent/Custom broker/Courier Company/Shipping Liner,company/ consultants/independent lab/service provider:

1. It will be responsibility of agent to handle and deliver our product in sound condition and in specified timeframe. The product should be delivered to correct or given address. Any cost arising out of a) damage of product b) delivery of product on different address/location c) cancellation of order/s due to delay/damage than the cost of the same will be debited to agent's a/c and it will be his responsibility to repay/refund to supplier. If agent has accepted the product then he cannot hold it for any reason and it is his responsibility to deliver the product in good condition to final customer.
2. Any delay in custom clearance at authorities caused due to agent will be agent's responsibility and any cost arising out of this will also be his responsibility.
3. Agent will have obligation to fulfill Indian custom/octroi bmc and/or any other state norms and abide with the same. Any damages/notices/action received by supplier due to negligence or mistake or lapse on the part of agent will be his responsibility.
4. If agent is told to make pallet then it should be done under the supervision of suppliers representative and they should send us pictures of loading in fcl or lcl cargo also.
5. If Agent is sending any statements/letter to Custom, FDA, DGFT and any other govt.authorities and any other authorities without informing/confirming the supplier then it will be agent's responsibility.
6. If any pyt is received in advance from Buyer, and for any reason of Supplier, Supplier is not able to supply the ordered material then in such case the Supplier is obliged to return the pyt to Buyer upon demand. Such refund of pyt will be interest free.
7. If the payment of a particular shipment is made by the supplier to the agent, then any original shipping documents shouldn't be held by the agent and should give it to the buyer upon request.
8. If any product is sent to third party/independent lab in India by Supplier for testing, and product is shipped prior or after receiving the test results, and after receiving the product, if buyer's in-house or independent lab claims discrepancy in test results then onus will be on supplier's third party lab to prove their side and if during investigation it is found that such supplier's third-party lab have done any deviation in testing method or any other technical error because of which the results might have varied then the cost of testing, shipping out, bringing back the product, re-processing, reprocessing loss, and all other costs Buyer has to bear, will be responsibility of buyer's side third party/independent lab. Product Liability claim if arise then it will be claimed from supplier's third party lab. If supplier will loose business of buyer forever due to this lost of trust then third party lab will be also responsible for damages
9. If a particular shipment is handled by the agent and the same is returned by the buyer to the supplier without supplier's confirmation or acceptance, then agent should take prior approval from supplier before shipping it back to India.
10. If a particular shipment is accepted and handled by the agent and for freight rate is quoted, then it cannot be changed by the agent and they have to maintain the same. Any due diligence on the product should be made prior not after accepting/handling/shipping the product.
11. The IT/computer third-party person/company handling AMC or on-time services of its PC/CPU or any other IT related product of Nutracare, if Nutracare send the CPU/Hard disk which has any data related to our company in any relation, should not be taken backup in their PC or shared/disclosed/sold with any other person/third-party. Data sharing within the company is also restricted to be shared/disclosed with any other person even within the same company.
12. Any AMC which is comprehensive then all responsibility of spares and other issues are to be attended by such service provider. The time line to attend and resolve any breakdown is within 24 hours.

Note for Sea Shipment: The CIF sea freight rate quoted is based on price received from forwarder as of the day of quotation, if at the time of actual shipment or handover of cargo/goods to shipping line if there is change in freight amt then you will have to pay for the difference. If you need then we can share actual forwarders bill for the same for more transparency. Due to tight availability of space and less frequency in Covid19 or any other situation the shipping line change their rate based on space available so we cannot commit that the price we initially quoted will be valid till the time of actual shipment. However, if you prefer to use your own forwarder to handle this shipment then we can handover on FOB Mumbai basis. If we give you a particular vessel detail and if material don't ship on that vessel then we will not be responsible for it as booking is subject to availability of space in that particular vessel.

Note for Air Shipment: The CIF air price quoted is based on price received from forwarder as of the day of quotation, if at the time of actual handover of cargo/goods to airliner there is change in air fare then you will have to pay for the difference. If you need then we can share actual forwarders bill for the same for more transparency. Due to less frequency of flights in Covid19 or any other situation the airlines change their rate based on space available so we cannot commit that the price we initially quoted will be valid till the time of actual shipment. However, if you prefer to use your own forwarder to handle this shipment then we can handover on FOB Mumbai basis.

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 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. Nutracare's Terms and Conditions For Sales and Purchase will apply to all transactions and copy of which can be sent upon request.

Caution (Hacking) :- Hacking has become a common phenomenon in recent times. Some hackers in the past, had replicated our e-mail ids and attempted to fraud couple of our customers by impersonating our office staff. The targeted customers were responding to fraudster's mails without our knowledge. Please note, Supplier/Nutracare shall never ask you to make payment to any third party's account or to a bank account outside of India. It is a serious offence as per Indian Central Bank's rules for international trade. Please do not respond in any manner to such fraudulent attempts, however official or genuine they may look. Please recheck and reconfirm our Bank account in case of slightest doubts by contacting us on our registered phone numbers. We assume no liability for the payments made in response to such fraudsters' activity. Pls check the sender email requesting for change in banking details is coming from trusted Domain i.e. www.nutracareintl.com and not from any other domain including Gmail, Yahoo or any other generic mailbox. Pls be cognizant of email addresses with additional letters added to the domain to create a false domain for example @nutracareintl.com (RN put together in lower cases read as m) which is not @nutracareintl.com domain. Nor Nutra will not ask to send email request to deposit money through Retail outlets, nor on individual mobile number (Gpay, Paypal, etc..).

Disclaimer (NDA):- If information related to a particular product, that you i.e. end customer/buyer/visitor/distributor/indentor /agent (herein referred as Buyer) is or willing to buy from Nutracare should be treated confidential. Information that Nutracare will share such as Plant, manufacturing license, fda license, mfg process, mfg process flow chart, plant & equipment layout, Lab, Specification, COA, MOA, PPT, Product list, Utilities, Person in-charge at factory or any other details related to this Product that Nutracare had/have/will share with a Buyer during the plant visit/audit/tour which will be a part of approval/qualification process and/or documents shared along with questioner forms, is/will/should be deemed and considered highly confidential. The Buyer cannot share/discard these or any other information related to the product with any third party/person/agency verbally or in writing via any communication means neither can use these information/s for setting up or help someone to set up manufacturing plant for similar product. If, Nutracare and Buyer have not signed any non-disclosure agreement (NDA) before the plant visit then this can be treated as NDA.

Tender/online bidding:- No third-party can apply to represent Nutracare for online bidding/tender unless such company has authorized letter from Nutracare duly signed by one of its Directors. Nutracare will not have any legal binding if any un-authorized person has participated for and on behalf of Nutracare. If Nutracare will authorize any such company then a separate agreement will be made between such company and Nutracare having details of T&C. If Nutracare authorized Sales person is participating for a bid with any customer, then by default this General T&C for Sales having Reference No.NI/SALE/01/01/2014 will become a part of it.

Nutracare/Supplier, 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.

Nutracare 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.

Abbreviations:

- Supplier/Seller/Manufacturer/Distributor/Shipper/Exporter (**Supplier** for short) – herein referred as Nutracare.
- Buyer/Purchaser/Customer/Consignee/Importer (**Buyer** for short)
- Proforma Invoice (**PI** for short)
- Purchase Order/Contract/Sales Agreement/Purchase Agreement/Agreement (**PO** for short)
- **Raw Materials/ Goods/ Ingredients/ Product/ Goods/ Merchandize/ Material/ Machine/ Spares/ Capital Goods / Equipment/Lab Equipment/Packing Material/Services ordered (Product** for short)
- Letter of Credit (**L/C** for short)
- Bill of Exchange (**B/E** for short)
- **CHA/Forwarder/Agent/Custom Agent/Custom broker/Courier company (Agent** for short)
- Certificate of Analysis/Analysis Report/Test report (**CoA** for short)

- Claim/damage/cost/loss/penalty (**Claim** for short)