

By accepting the Purchase Order as per clause 2.2 or delivering the Goods under Purchase Order or performing the Services under Purchase Order, Vendor agrees to this General Terms & Conditions (“GT&C”). Any change, variation or modification in GT&C shall be valid and apply only if it is explicitly accepted by Buyer in writing duly signed by its authorized representative. No other terms, whether or not contained in any bid, estimate, acknowledgment, confirmation or invoice given by Vendor, shall in any way modify or supersede any of the terms of GT&C or otherwise be binding on Buyer. Buyer hereby explicitly rejects all such other terms unless it has accepted such other terms in writing duly signed by its authorized representative.

1. Definitions:

1.1. “**Affiliate**” means any company which Controls, is controlled by, or is under common Control of any party of Contract. “Control” means the ownership of more than fifty percent (50%) of the issue share capital or the legal power to direct or cause the direction of the general management and policies of such company in question.

1.2. “**Contract**” means any Purchaser Order issued by Buyer read with this GT&C and special terms and conditions separately communicated by Buyer in writing (if any). Any terms & conditions of the Vendor attached to its offer/proposal/invoice or otherwise reference is made in any communication if not accepted by Buyer explicitly in writing shall not be valid and binding. It is further clarified that any reference of Vendor’s proposal/offer in the Purchase Order shall be solely for the purpose of incorporating the descriptions of the Goods or Services contained in the proposal/offer, and only to the extent that the terms of the Vendor’s proposal/offer shall not conflict or be inconsistent or offer new terms. In case of any inconsistency or conflict between Purchase Order, GT&C and special terms & conditions, the following order shall apply (i) special terms & conditions, (ii) GT&C, and (iii) Purchase Order.

1.3. “**Buyer**” means Alembic Pharmaceutical Limited or its Affiliates. However, Affiliate of Alembic Pharmaceuticals Limited shall be solely responsible for its respective obligations. Alembic Pharmaceuticals Limited does not guarantee its Affiliate’s payment under Contract. Similarly, any Affiliate does not guarantee payment of Alembic Pharmaceuticals Limited under Contract. Vendor will deal directly with Alembic Pharmaceuticals Limited for rendering the Services or Goods supplied to Alembic Pharmaceuticals Limited, and with Affiliate for rendering the Services or Goods supplied to Affiliate. Alembic Pharmaceuticals Limited and Affiliate are separate entities and their respective obligations to Vendor are several and neither joint nor joint and several. In the event of a breach of Contract, any exercise of rights and remedies by Vendor will be solely against breaching party.

1.4. “**Vendor**” means any individual, proprietor, partnership, limited liability partnership, limited liability company, firm, trust, joint venture, company, government, governmental body, agency or instrumentality, unincorporated body of persons or association, or other legal/business entity who will supply Goods or render the Services to the Buyer pursuant to the Contract.

1.5. “**Goods**” mean all goods specified in the Contract for delivery.

1.6. “**Purchase Order**” means Buyer's order to Vendor for supply of Goods or rendering Services.

1.7. “**Services**” means all services specified in the Contract to be performed by the Vendor itself or through its approved subcontractors.

1.8. “**Specifications**” means the specifications for the Goods or Services mentioned in the Contract.

2. Scope:

2.1. Vendor acknowledges that its use of its own general terms and conditions of sale on documents and in correspondence at any time during its dealings with Buyer is a matter of administrative convenience only and is not intended by Vendor to qualify or amend GT&C in any way.

2.2. Vendor must provide its confirmation on the Purchase Order within 2 working days from its receipt, in case of no response from Vendor, Purchase Order shall be deemed accepted by Vendor.

2.3. Vendor represents that it will only use duly qualified, trained and experienced persons for the supplies of Goods or rendering the Services specified in the Contract. Vendor shall ensure that his employees, agents and any other person the Vendor may use in connection with the supplies of Goods or rendering the Services specified in the Contract exercise such a standard due care which Vendor is bound under the Contract.

2.4. For discharging his obligations resulting from the supplies of Goods or the rendering of Services, Vendor shall only be entitled to use its subcontractors upon a prior written consent of the Buyer; even where such a consent is granted, Vendor shall be liable for due supply of Goods or rendering of Services and observance by approved subcontractors of all the terms and conditions of the Contract as if Vendor himself supplied the Goods or rendered the Services. Vendor agrees to immediately replace any approved subcontractor taking part in performing the Contract where the Buyer requests such replacement.

2.5. In discharging its obligations under the Contract, Vendor shall conduct with due professional care and in accordance with the written instructions issued by the Buyer from time to time.

2.6. Vendor represents that supplying Goods or rendering Services under the Contract is in no conflict with other obligations of Vendor. Vendor represents that the execution of the Contract is in no conflict with the terms and conditions stipulated in any agreement entered into by Vendor with a third party, the delivering of the Goods or rendering of Services by Vendor will not result in violating a third party’s rights, confidentiality, ethical codes of conduct, applicable legal rules or generally binding or internal rules of Vendor, rulings, orders (including minister’s orders) or regulations of governmental bodies or other rules and directions by which Vendor is required to abide.

3. Delivery & Payment Terms:

3.1. Vendor agrees to deliver the Goods or rendering the Services to the Buyer in due manner as per terms of delivery stipulated in the Contract. The term of delivery is the date on which the ordered Goods are to reach the place of delivery or the rendering of the Services is to be commenced. If a delay in supplies is expected, Vendor agrees to notify the Buyer of such a delay in writing as soon as Vendor becomes aware of such a delay. Apart from force majeure events or where an event of default is attributable to the Buyer, if Vendor fails to supply in due manner or time or fails to supply in due quantity or amount or a delay in supplies is likely to occur, then the Buyer reserves the right to withdraw from the entire Contract

or that part thereof which is yet to be performed or the right to agree with Vendor on a new term of delivery. The rights reserved above shall be without prejudice to the Buyer's right to demand from Vendor compensation for direct or indirect damages suffered in connection with delayed supplies or failure to supply to the agreed place.

3.2. If the delivery is delayed for any reason, the Buyer will acquire the right to receive a compensation of damages from Vendor in the amount of 1% of the total supply for each of the first ten (10) days of delay. If the delay exceeds ten (10) days, the Buyer shall be entitled to receive compensation in the amount of 3% percent of the total value of the order for each day of delay. If the delay exceeds 14 days, the penalty of 5% per cent of the total value of supplies for each subsequent day of delay. Upon notification from Buyer, Vendor shall be obliged to, at Buyer's discretion, either pay aforesaid damages or issue credit note within ten days of such notification. In addition, Vendor shall deliver the supply to the address indicated by the Buyer at its cost & expense in case of delay.

3.3. In case Vendor fails to make delivery of Goods or render the Services within scheduled timelines or extended period mutually agreed between parties, Buyer shall have right but not obligation to terminate the Contract without any liability whatsoever and stop all payments due to Vendor with respect to such Goods or Services. Vendor shall also defend, indemnify and hold harmless Buyer from all losses, damages, costs, expenses etc. arising out of or in connection with the delay or failure to deliver the Goods or performing the Services. The aforesaid is in addition to any other remedy available to Buyer in law or equity.

3.4. Partial supplies of Goods or Services are not allowed without a prior written consent of the Buyer. After Goods are dispatched for the place of delivery Vendor shall deliver the Buyer a Goods dispatch notice by post, fax or e-mail to the address shown in the Buyer's Purchase Order. The Goods dispatch notice must show the Purchase Order number, the quantity of Goods and the delivery address. Each supply of Goods must include a bill of delivery (two copies) which must show the same data as does the Goods dispatch notice, otherwise the Goods shall be returned to Vendor at its expense. Vendor agrees to follow the Buyer's instructions, especially those in connection with marking Goods and issuing accompanying documents. Goods/Services are understood to have been supplied once accepted by the Buyer. By attaching its signature to the bill of delivery and filling in the date of supply, the Buyer – its employee, agent or representative authorized to accept Goods – confirms the acceptance of a supply but this constitutes no approval as to the standard of the Goods supplied.

3.5. Goods must have minimum 90% shelf life at the time of receipt of Goods by Buyer in its facility or warehouse unless otherwise agreed by Buyer in writing duly signed by its authorized representative.

3.6. Invoice must be sent in duplicate (conspicuously marked original & duplicate) duly signed and should be submitted after delivery of Goods or performing the Services.

3.7. If Vendor is unable to submit its bill/invoice for payment within thirty (30) days from the date of delivery of Goods or performing the Services for any reason, Vendor cannot hold Buyer responsible for delay of such payment subsequently.

3.8. It is expressly acknowledged and agreed that Vendor shall submit the relevant documents along with invoice if its

falls under micro, small & medium category under MSME Act.

3.9. Time is the essence of each Contract hence delivery date should be scrupulously adhered to. In case any change in delivery schedule, same shall be confirmed by Buyer in writing.

3.10. Buyer's decision to reject delivery of Goods or Services after the expiry of delivery timelines shall be final.

3.11. Goods shall be delivered before 3-00 p.m. on the working day at the location defined in the Contract as per delivery timelines. Partial delivery of Goods or Services is not acceptable unless agreed by Buyer in writing duly signed by its authorized representative.

3.12. Invoice shall be considered accepted on quality approval of Goods / approval of Services and the date of acceptance of quality approval of Goods/approval of Services by Buyer shall be considered as invoice date for the purpose of making payment as per agreed payment terms in the Contract.

3.13. For Goods or Services duly supplied or rendered by Vendor under the Contract, the Buyer shall pay Vendor a price/remuneration at the amount as agreed and always shown in the Contract. The price/remuneration arrived at in this manner shall be final, binding and complete and shall cover all and any fees, taxes, costs related to checks, dispatch, transport etc. and any administrative, travel, customs, insurance of other costs related to delivering the goods or rendering the services unless the parties agree otherwise in writing. No exchange rate fluctuation shall entitle Vendor to make a change to the agreed price. Notwithstanding any other provision of the Contract, Buyer shall have the right to deduct applicable taxes including withholding taxes from the Vendor's payments and provide the certificate of the same to Vendor.

3.14. Any taxes, freight and all other charges arising out of return of defective Goods or replacement of Goods will be borne by the Vendor. If this is not done, the said amount will be deducted or set off from any payment due to Vendor or its Affiliates.

3.15. Vendor shall comply with all compliance requirements under GST laws. Further, Vendor agrees to do all things that may be necessary to enable Buyer to claim input tax credit in relation to GST laws payable under the Contract. This shall include (but not limited to):

- a) Issuing Invoices/Debit Notes/Revised Invoices/Credit Notes as per the prescribed format, containing all the information as is required for us to avail Input Tax Credit;
- b) Timely submission of periodic statements/returns as per the GST laws within specified time lines with complete and correct details as may be prescribed;
- c) Timely issuance of Debit Note within the prescribed time limit to enable us to take the Credit; and
- d) Timely payment of tax liability by utilization of admissible credit or through cash.

3.16. Any kind of Default in filing of GST return or payment of GST will result into holding of payment by Buyer till cure of such default in compliance with GST laws.

4. Packing:

4.1. Packing shall be of general quality and shall be able to withstand normal hazards in transit up to destination with proper labeling as per applicable laws. No charges will be paid by Buyer of preparation, packing, crating or cartage unless agreed by Buyer in writing duly signed by its authorized representative.

5. Quality:

5.1. Vendor warrants that all Goods will conform to Specifications and manufactured in compliance with applicable laws including relevant published generals (e.g. BSS, IISI, British or Indian Pharmacopoeia, National Trade Practice etc.). Vendor warrants that all Goods satisfy applicable safety requirements and will be of merchantable quality and of good material and workmanship, free from defect, correctly labeled, suitable for their intended use. If applicable, Vendor will assign to Buyer all warranties applicable to any portion of the Goods obtained by Vendor from third parties, or if not assignable, will assert such warranties on behalf of Buyer at Buyer's request. Vendor warrants that all Goods contained in any shipment will, at the time of delivery, conform to the requirements of the applicable laws and regulations of the countries into which the Goods are delivered. In the event that Vendor becomes aware or has reason to believe that a condition exists, within the manufacturing facility or the Goods themselves, which does or may adversely impact any of the above warranties, Vendor shall promptly notify Buyer in writing of same but not later than two days after knowing of such condition.

6. Quantity:

6.1. The quantity of Goods assessed at Buyer's facility or warehouse shall be regarded as correct & final. The value of shortage in Goods will be deducted from the payment of Vendor's invoice unless Buyer wants delivery of the same.

7. Rejection:

7.1. Payment for Goods delivered or Services hereunder shall not constitute acceptance thereof.

7.2. Buyer reserves the right to inspect and test Goods and to reject, and return to Vendor at Vendor's expense, Goods (a) delivered in excess of the quantity ordered, (b) which do not conform to Specifications or are defective, or (c) which in any way violate any applicable law. Notwithstanding the foregoing, Buyer shall be entitled to rely on the certificates of analysis provided by Vendor for the Goods and, whether or not certificates of analysis have been provided, Buyer shall not be required to inspect such Goods. Buyer's failure to inspect Goods prior to use shall not constitute acceptance of such Goods, regardless of the passage of a reasonable period of time. Buyer, at its option may require replacement of defective or rejected Goods or a refund of the purchase price, as well as payment of all damages incurred due to defective or rejected Goods. Nothing contained in the Contract shall relieve the Vendor in any way from the obligation of testing, inspection, quality control, and, if applicable, of providing certificates of analysis to Buyer.

7.3. In case of deficiency in Service or improper Service, as solely determined by Buyer, Vendor shall rectify the same without any additional cost to the satisfaction of the Buyer, within the time period as confirmed by Buyer. The above right shall be in addition to any other remedy available to Buyer in law or equity.

8. Inspection Rights:

8.1. The Goods supplied shall be subjected to sampling inspection within a reasonable time.

8.2. Wherever Goods do not accompany certificates of analysis and certificate of conformance, Buyer shall have liberty to undertake testing by ourselves or through established laboratories at the Vendor's risk and cost.

8.3. Buyer reserve the right to claim charges for reprocessing and sorting out defective Goods.

8.4. Upon reasonable notice to Vendor, Buyer or Buyer's independent inspection service may inspect Vendor's plants where Goods are manufactured. If any such inspection reveals that the processes, procedures, or practices used by Vendor fail to conform to the Specifications, Vendor shall upon demand by Buyer immediately take all reasonable corrective measures. Buyer may return to Vendor's plant as many times as is reasonably necessary to determine that the non-conforming activities have been corrected and are not recurring. Buyer's inspection shall not affect or release Vendor from any of the obligations of Vendor with respect to the Goods.

9. **Exclusivity:** Supply of Goods or Services to Buyer under Contract will not confer any exclusivity to Vendor. For avoidance of doubt, Buyer shall be free to take similar Services or Goods from any third party.

10. **Changes:** Buyer shall have the right at any time to make reasonable changes in drawings, designs, Specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of Contract, an equitable adjustment shall be made and Contract shall be modified in writing accordingly. Vendor agrees to accept any such changes subject to this paragraph.

11. **Safety and Environment Protection:** Vendor undertakes to supply the Buyer Goods or Services that are in accordance with applicable safety and environmental laws, rules & regulations, otherwise the Buyer shall be entitled to withdraw from the Contract. Vendor shall be fully liable to the Buyer, the end buyer/consumer and third parties for any damage suffered as result of Vendor breaching a statutory duty in respect of safety and environmental protection.

12. **Compliance of Laws:** Vendor shall, and shall ensure that its Affiliates, its and their employees, agents and approved sub-contractors shall, when working in connection with the Contract, comply with all applicable laws including but not limited to environmental, occupational health and safety legislation, child labour laws, anti-corruption laws, environmental laws, export-control laws.

13. Confidentiality:

13.1. All information disclosed by Buyer to Vendor in connection with the Contract and other related trade secrets, specifications, technology, know-how and other confidential and proprietary information of Buyer (collectively, the "Confidential Information") will be kept confidential by Vendor and will not be used by Vendor other than in connection with the Contract except to the extent such information (i) becomes lawfully obtainable from other sources, (ii) is or becomes public knowledge (other than through the fault of Vendor) or (iii) is required by any Authority under any applicable law or regulation, provided however that Vendor shall consult with Buyer as to the contents of such disclosure or (iv) to the extent such duty as to confidentiality and non-use is waived by Buyer in writing duly signed by its authorized signatory. On expiry or termination for any reason whatsoever, (i) all Confidential Information and any documents received (including copies thereof) shall be returned by Vendor to Buyer, and (ii) these confidentiality obligations of Vendor shall survive for a period of fifteen (15) years following such termination or expiry.

13.2. Vendor acknowledges and agrees that monetary damages alone may not be an adequate remedy for threatened or actual breach of confidentiality obligations under the

Contract by Vendor or its Affiliates. In addition to any other remedy available to Buyer in law or equity, Buyer shall be entitled to seek interlocutory injunctive relief, specific performance or other equitable relief to prevent a breach of the Contract.

13.3. Upon expiry or termination of the Contract, Vendor shall deliver all records, notes, data, memorandum, or any other documents of any nature that are in the Vendor's possession or are under Vendor's control relate to Buyer or Services provided under the Contract.

14. Representation & Warranties:

14.1. Vendor represents and warrants to Buyer that:

(a) Vendor is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the Goods or Services, and no regulations or other obligations prohibit it from providing such Goods or Services;

(b) Vendor is qualified to supply the Goods or render the Services specified by Buyer, has the relevant approvals and registrations, meets qualification requirements for doing business, has obtained all necessary licenses, permissions, consents, authorizations and registrations, has made the relevant notifications necessary for the discharging of the obligations resulting from the supply of Goods or the rendering of Services, and such licenses, permissions and consents are fully valid and effective;

(c) no claim, suit, proceedings, or investigations by government/regulatory bodies exists, nor is Vendor aware that any such claim, suit, proceedings, or investigations by government/regulatory bodies is imminent that could have a deleterious effect on the Vendor's ability to perform its obligations according to the Contract or which would cause the invalidity or unenforceability of the Contract;

(d) Services performed by Vendor hereunder shall be in compliance with applicable laws, rules, regulations, and ordinances;

(e) Vendor has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any government official or any other person in order for Buyer to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment; and

(f) Vendor will (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred, (ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records, and (iii) secure pre-authorization in writing from Buyer for any extraordinary expenditure.

14.2. Buyer may terminate the Contract if Vendor breaches any of the above representations and warranties. In the event of termination, Vendor shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Vendor shall be liable for damages or remedies as provided by law. Further, Vendor will defend, indemnify and hold Buyer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Vendor's failure to comply with its obligations under the Contract.

15. **Force Majeure:** Neither party shall be liable to the other for its failure to perform as a result of any cause beyond its reasonable control, providing, however, if Vendor at any time becomes unable duly and timely to perform this Order for

a period of 20 days or more, Buyer shall be entitled to terminate this Order for cause, in whole or part, without any liability whatsoever.

16. **Termination:** Buyer may terminate the Contract or any part thereof without cause. Upon receipt of notice of such termination, Vendor shall immediately stop all Goods in process, and shall immediately cause any of its suppliers or subcontractors to cease such Goods in process. Vendor shall not be paid for any Goods processed after receipt of the notice of termination, nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could reasonably have avoided. Buyer may also terminate the Contract or any part hereof for cause in the event of any default by the Vendor, or if Vendor fails to comply with any of the terms and conditions of the Contract. Late deliveries, deliveries of products which are defective or which do not conform to Contract, and failure to provide Buyer with adequate assurances of future performance shall all be causes allowing Buyer to terminate the Contract for cause. In the event of Buyer's termination for cause, Buyer shall not be liable to Vendor for any damages sustained by reason of the termination, and Buyer shall have all rights and remedies provided at law and in equity.

17. TDS/TCS:

17.1 For Goods: As Buyer's turnover for last financial year is more than Rupees 10 crore, hence, Buyer will deduct TDS as per Section 194Q read with Section 206AB of Income Tax Act, 1961. Hence, Buyer request Vendor not to collect TCS on sales made to Buyer.

17.2 For Services: Payment towards service is subject to TDS as per relevant provisions of Income Tax Act, 1961 read with Section 206AB.

18. Intellectual Property Rights:

18.1. Vendor warrants that the Goods or their use, sale or consumption, pursuant to Contract do not and will not infringe any patent, trademark, copyright or other intellectual property right and there is no unauthorized use of proprietary rights of another party. Vendor agrees to defend, indemnify and hold harmless Buyer, its agents, vendors against any and all expenses, losses, royalties, profits and damages, including court or settlement costs and attorneys' fees resulting from any suit or proceeding which may be brought against Buyer in case of such infringement or alleged infringement.

18.2. If the Vendor undertakes any design or development work for the Buyer all intellectual property rights, including trademarks, copyright, patent and design rights shall belong to, and automatically vest in the Buyer along with ownership of work's carriers on which these were recorded, and the Vendor will, at the request of and at the expense of the Buyer, execute such confirmatory assignments as the Buyer shall require.

18.3. A complete set of all documentation developed by Vendor pursuant to each Services performed hereunder shall be made available to Buyer upon completion or termination of such Service, and shall become the sole property of Buyer.

18.4. All data and results of the Services shall be the sole and exclusive property of the Buyer. Vendor unequivocally unconditionally assigns all future intellectual property so developed and derived as a consequence of Services provided under the Contract.

19. **Indemnification:** Vendor shall indemnify, defend and hold harmless Buyer and its officers, directors, employees and agents from any losses, costs, damages, fees or expenses,

including reasonable attorneys' fees arising out of any claim relating to (i) any breach of the Contract by Vendor; (ii) breach of any warranty as provided herein or otherwise provided by law; (iii) any actual or alleged violations of any applicable laws, regulatory approvals, rules or regulation in performance of the Contract by Vendor, its Affiliates, its and their employees or agents; and (iv) negligence, fraud, misrepresentation or willful default by Vendor, its affiliates and their employees or agents.

20. **Limitation of Liability:** IN NO EVENT SHALL BUYER BE LIABLE TO VENDOR FOR INDIRECT, SPECIAL PUNITIVE, REMOTE OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION LOSS OF ANTICIPATED PROFITS. BUYER'S MAXIMUM LIABILITY SHALL NOT EXCEED THE PRICE PAID BY THE BUYER FOR THE GOODS OR SERVICES TO VENDOR UNDER THE Contract TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS.

21. **Governing Law and Dispute Resolution:**

21.1. The Contract is governed by and shall be construed in accordance with the laws of India excluding its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded.

21.2. Dispute Resolution if Vendor is located outside India: Any and all disputes, controversies and differences arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 ("Act"). The Arbitration Tribunal shall consist of one or more arbitrator(s) appointed in accordance with the provisions of the Act. The arbitration proceedings shall be conducted in English language. The place/seat of arbitral tribunal shall be Vadodara, Gujarat, India. The arbitral award shall be binding on the Parties and enforceable in any court of competent jurisdiction. The respective costs of the arbitration shall be determined by the Arbitral Tribunal, and awarded as part of the arbitral award.

21.3. Dispute Resolution if Vendor is located in India: All disputes controversies and differences arising out of or in relation to the Contract, including a dispute relating to the validity of existence of the Contract shall be (1) first attempted to be resolved between the Parties and failing that (2) submitted to exclusive jurisdiction of courts at Vadodara, Gujarat, India.

22. **General:**

22.1. If any provision of the Contract is held to be invalid or unenforceable to any extent, then (a) such provision shall be interpreted, construed or reformed to the extent reasonably required to render it valid, enforceable and consistent with the parties' original intent underlying such provision and (b) such invalidity or unenforceability shall not affect any other provision of the Contract.

22.2. No provision of the Contract will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by an authorized officer of the Buyer. No waiver of any breach of, or of compliance with, any condition or provision of the Contract will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

22.3. This Contract is intended to create, and creates, a contractual relationship and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between the parties hereto. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior written consent of other party.

22.4. Vendor shall secure and maintain in full force and effect throughout the performance of the Contract, insurance coverage sufficient to cover its exposure for professional indemnity and general liability in the normal course of its business. Certificates evidencing such insurance will be made available for examination upon request by Buyer.

22.5. All the notices and communication under the Contract shall be delivered to the relevant party by hand or sent by registered post or fax or email to the respective addresses or fax numbers as specified in the Contract. Vendor shall not be entitled to include in his promotional, business or any other material any reference to the Buyer as the Vendor's business partner without prior written consent of the Buyer in writing duly signed by its authorized representative.

22.6. Vendor and, to its knowledge, all persons acting on its behalf under the Contract, confirms that (a) it/they do not appear on the lists of sanctioned persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the United Nations Security Council (UNSC), the European Union, Her Majesty's Treasury ("HM Treasury"), or other relevant sanctions authorities (collectively the "Sanctions"); (b) such Sanctions do not prohibit the transaction contemplated by the Contract; (c) it/they will not provide/resell the Products, or the final products (manufactured using the Products supplied hereunder), directly or knowingly indirectly, to any individual or entity (i) named in the Sanctions, (ii) controlled by a person or entity named in the Sanctions, or (iii) located in a country that is subject to the Sanctions; and (d) it/they currently comply, and will continue to comply, with all applicable export control laws, including, but not limited to, the Sanctions.

22.7. For purposes of the Contract, the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Contract as a whole. Paragraph headings and captions used herein are for convenience of reference only and shall not be used in the construction or interpretation of this GT&C.

22.8. In case Purchase Order is issued pursuant to any agreement between parties, the terms of such agreement shall prevail over any conflicting term of this GT&C.

22.9. No part of the Contract may be assigned or contracted by Vendor without the prior written approval of Buyer. However, Buyer shall have the right to assign this Agreement to its Affiliates or a successor who purchases all or substantially all of its business, whether by merger, purchase of assets or stock or other similar transaction or series of transactions.

22.10. Each party shall not make any public statement, announcement or disclosure to third parties concerning the existence of this Contract or its terms, the business relationship between the parties or the transactions contemplated hereby, without the prior written approval of the other party.

22.11. The Contract constitute the entire agreement of the parties with respect to Goods or Services.

